

Afesis Corplan

**INTRODUCTION TO CONTRACTING FOR
HOUSING CO-OPERATIVES**

Book 2 of 2

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BOOK 2 OF 2

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SERVICES AGREEMENT

1. PARTIES

1.1 The parties to this agreement are:

1.1.1 **SIYABUYE DEVELOPMENT STRATEGIES** (Developer)

1.1.2 **BUFFALO CITY MUNICIPALITY** (Council)

1.2 The parties agree as set out below.

2. INTERPRETATION

2.1 In this agreement, unless inconsistent with or otherwise indicated by the context:

2.1.1 **“the Council”** means **BUFFALO CITY MUNICIPALITY**

2.1.2 **“the housing subsidy scheme”** means the housing subsidy scheme of the Government of the Republic of South Africa;

2.1.3 **“the implementation manual”** means volume A of the implementation manual which defines and regulates the housing subsidy scheme of the National Housing Board, as issued by the Department of Housing and as amended and/or updated from time to time

2.1.4 **“the internal services”** means the internal services contemplated in 5.1 below;

2.1.5 **“the link services”** means the link services contemplated in 6.2 below;

2.1.6 **“the Developer”** means **SIYABUYE DEVELOPMENT STRATEGIES**

2.1.7 **“phase of the internal services”** means any phase in which the Developer will construct the internal services, as contemplated in 5.3 below;

2.1.8 **“the property”** means **ERF 53180 EAST LONDON** as more fully indicated on the diagram, a copy whereof is annexed hereto marked “Annexure A”, prepared by registered land surveyors **Cossie & Associates**;

2.1.9 **“residential erf”** means any erf contained in the township and zoned for residential use;

2.1.10 **“the signature date”** means the date upon which this agreement is signed by the last party signing;

2.1.11 **“the township”** means the township which the Developer intends to establish on the property, as intended in 4.1.3 below, which said township will be known as

2.1.12 any reference to the singular includes the plural and vice versa;

2.1.13 any reference to natural persons includes legal persons and vice versa

2.1.14 any reference to a gender includes the other genders.

2.2 The clause headings in this agreement have been inserted for convenience only and shall not be taken into account in its interpretation.

3. RECORDAL

3.1 The Developer intends to develop the property, provided it is able to obtain subsidies (on the basis set out in Part 3 of the implementation manual).

3.2 The parties have agreed to provide an engineering services infrastructure to the proposed development and wish to record the terms and conditions of their agreement formally.

4. SUSPENSIVE CONDITIONS

4.1 This agreement is subject to the following suspensive conditions:

4.1.1 that the Board of Directors of the Developer, acting in its sole and absolute discretion, approves this agreement and the terms and conditions hereof no later than 3 (three) months after the signature date;

4.1.2 that the Developer is able:

4.1.2.1 to obtain the approval of the National Housing Board (represented by the East Cape Provincial Housing Board) of its intended development of the property as an approved project for the purposes envisaged in Part 3 of the implementation manual; and

4.1.2.2 to conclude an agreement with the National Housing Board (represented by the East Cape Provincial Housing Board) in terms whereof the Board will make project linked subsidies (as defined in and regulated by Part 3 of the implementation manual) available to the Developer in respect of its intended development of the property, such agreement to comply substantially with the typical agreement prescribed by Part 3 of the implementation manual;

no later than 6 (six) months after the signature date;

4.1.3 that the Developer is able to establish a township on the property, in terms of the provisions of any applicable legislation, no later than 12 (twelve) months after the signature date and that the authority to whom that application is made imposes the terms and conditions contained herein as a condition for the giving of its consent to the establishment of the intended township;

4.1.4 that the property is incorporated into the area of jurisdiction of the Council, no later than 12 (twelve) months after the signature date.

4.2 The parties record that the suspensive conditions contained in 4.1.2 above have been inserted into this agreement for the benefit of the Developer. The Developer may accordingly waive those conditions by delivering written notice of waiver to the Council, no later than 6 (six) months after the signature date.

4.3 If the suspensive conditions contained in 4.1 above are not fulfilled (or, in the case of the conditions contained in 4.1.2 above, are not waived) within the time period stated in respect of each condition in 4.1 above this agreement shall be of no force or effect and neither party shall have any claim against any of the others arising herefrom.

4.4 The Developer shall at its cost take all and any steps that may be reasonably necessary in order to procure the fulfillment of the suspensive conditions contained in 4.1 above. The Council shall, in regard to the fulfillment of the suspensive condition contained in 4.1.4 above, give to the Developer all and any such assistance as the Developer may reasonably require from it.

5 INTERNAL SERVICES

5.1 The Developer shall at its cost provide and install the following internal services to the township:

5.1.1 ~~all internal roads reflected on the general plan finally approved in respect of the property on the basis that all main access roads and bus routes shall be surfaced with a double seal and all other roads shall have a gravel surface (as more fully defined in annexure "B");~~

5.1.2 an internal water reticulation network, terminating at the boundary of each and every erf;

5.1.3 an internal sewerage reticulation network, terminating on the boundary of each and every erf;

5.1.4 ~~an internal electricity reticulation network, terminating with a consumer cable at the top structure on each and every erf;~~

5.1.5 ~~an internal stormwater drainage system.~~

These services are referred to herein as the "internal services".

5.2 The Developer shall commence the installation of the internal services no later than 3 (three) months after the date upon which the suspensive conditions contained in 4.1. above have all been fulfilled or waived, as the case may be ("the effective date"). The Developer shall ensure that the internal services shall comply with the designs and design specifications set out in respect of each service in annexure "B" and the Developer shall ensure that all those services have been installed within a period of three years after the effective date.

5.3 The Developer shall:

5.3.1 be entitled to install the internal services in phases;

5.3.2 be entitled to determine the size and location of any particular phase in its sole and absolute discretion;

5.3.3 advise the Council in writing of any decision made by it to install the internal services in phases, and that written advice shall give details of the sizes and locations of the phases determined by the Developer.

5.4 As soon as may be reasonably possible after the Developer has completed the installation of the internal services or any phase thereof the Council shall inspect the services, or the phase of the services in question. If the Council is satisfied that the internal services, or any particular phase of those services, have been installed in accordance with the provisions hereof, those services shall there and then be handed over to the Council.

5.5 With effect from the date upon which the internal services, or any phase thereof, have been handed over to the Council:

5.5.1 the risk in and to the services in question shall pass to the Council;

- 5.5.2 the Council's obligation to maintain the services in question, in its capacity as the responsible local authority, shall commence.
- 5.6 If any defects manifest themselves in the internal services, or in any phase of the internal services, within a period of 12 (twelve) months after the date upon which they are handed over to the Council, the Developer shall repair those defects at its cost.
- 5.7 The Developer shall no later than 3 (three) months after the date upon which the internal services, or any phase thereof, are handed over to the Council, deliver to the Council a set of "*as built*" drawings in respect of the services in question.

6 EXTERNAL SERVICES

- 6.1 The Council hereby undertakes to make its existing bulk services infrastructure available in respect of the development of the property. The parties record that the Council's existing bulk services infrastructure will not have sufficient capacity to accommodate the development of the township and accordingly the Council hereby undertakes that it shall:

6.1.1 do all and any such work as may be necessary to upgrade those bulk services, in order to ensure that the its bulk services have sufficient capacity to accommodate the development;

6.1.2 complete the required work at such times as will ensure that as and when the Developer completes the internal services, those services will, if linked to the Council's bulk services infrastructure be in a proper and working condition.

6.2 The parties record that in order to link the Council's existing bulk services infrastructure to the internal services, it will be necessary to construct the sewer link, the water link ~~and the electrical link~~ indicated on annexure "C". Those link services will be connected to the Council's existing bulk services and to the internal services at the connection points indicated on annexure "C" and those services are referred to herein as the "link services".

6.3 The Developer shall install the link services at the cost of the Council, as and when it installs the internal services, and those link services shall comply with the designs and design specifications set out in annexure "C".

6.4 The Developer shall appoint a contractor, ("the contractor") to install the link services, and a consulting engineer ("the engineer") to design the link services and to administer the contract for their construction. The contractor and the engineer appointed by the Developer in this regard shall be the contractor and engineer appointed by it to construct and supervise the internal services. The rates and fees at which the contractor and engineer are appointed shall be commensurate with the rates and fees at which they are appointed in respect of the internal services.

- 6.5 The Developer shall ensure that the engineer will, at the end of every month during which the link services are installed :

6.5.1 measure the work done;

6.5.2 issue payment certificates in respect of that work and deliver them to the Council.

- 6.6 The Council shall, no later than 30 (thirty) days after receipt by it of any such a payment certificate, make payment of the amount reflected on it directly to the contractor. If the Council fails to make payment of any such an amount timeously, the Developer shall be entitled but not obliged to pay the amount in question to the contractor and to recover the amount thus paid by it from the Council.

- 6.7 The Developer shall obtain invoices from the engineer for all his fees in respect of the supervision of the installation of the link services, as and when those fees become due. The Developer shall deliver those invoices to the Council who shall make payment thereof directly to the engineer no later than 30 (thirty) days after receipt by it of the invoice in question. If the Council fails to make payment of any such an amount timeously, the Developer shall be entitled but not obliged to make payment of the amount in question to the engineer and to recover the amount thus paid by it from the Council.

7 RATES AND TAXES

- 7.1 The Developer shall not be obliged to pay any rates and taxes in respect of either the property or the township, nor shall the Developer be obliged to pay any service charges or service connection fees in respect of the erven to be contained in the township.

7.2 Rates, taxes, service charges and service connection fees shall be payable by the persons who purchase erven to be contained in the township from the Developer. Rates and taxes shall become payable by those purchasers with effect from the date upon which any erf is registered in the name of the purchaser in question or with effect from the date upon which the purchaser takes occupation of that erf, whichever is the earlier. The Developer shall, in selling the erven to be contained in the township, draw the attention of the purchasers to their obligations in this regard.

8 BUILDING PLANS

- 8.1 The Council and the Developer hereby agree that in constructing improvements on the residential erven to be contained in the township, the Developer will construct only improvements that comply with one of the Developer's various standard house plans, approved in terms of 8.2 below.

8.2 The parties accordingly agree as follows:

8.2.1 The Developer shall, prior to the date upon which it commences the construction of the first improvements in the township, deliver to the Council standard plans in respect of each one of the standard house types that it will offer on erven in the township;

8.2.2 the Council shall consider the plans thus delivered to it by the Developer and shall, if it is satisfied with those plans, approve them. The Council shall communicate its decision in respect of the plans to the Developer within a period of 14 days after receipt of the plans by it;

8.2.3 The Developer shall, once its standard plans have been approved by the Council, not be obliged, in respect of any particular improvements, to submit building plans to the Council, provided that the improvements constructed by it shall comply with one of the standard house plans approved by the Council;

8.2.4 accordingly, no building plan fees shall be payable by the Developer to the Council

8.2.5 once improvements have been constructed on all the erven in the township the Developer shall deliver to the Council a site plan drawn to a scale of 1 : 500 in respect of each and every erf in the township. That plan shall indicate the position of each top structure in relation to the cadastral boundaries of the erf on which it has been constructed, as well as the position of all service connections provided to all top structures.

9 DOMICILIUM

9.1 For the purposes of this agreement and of any proceedings which may be instituted in terms hereof and of the service of any notice, the parties each hereby choose *domicilium citandi et executandi* at their respective addresses set out hereunder.

the Developer:

9.1.1 the Council:

Fax:

9.2 Any notice required or permitted to be given in terms of this agreement shall be valid and effective only if given in writing.

9.3 Any notice given in terms hereof shall either be sent by pre-paid registered post, in which event it shall be deemed to have been received on the fifth day after posting, or delivered by hand, in which event it shall be deemed to have been received when so delivered, or sent by telefax, in which event it shall be deemed to have been received when so telefaxed.

9.4 Any party shall be entitled, on 14 (fourteen) days' notice to the others, to change its *domicilium citandi et executandi* to another physical address or telefax number (as the case may be) in the Republic of South Africa.

10 BREACH

If any party to this agreement breaches any of its obligations under and in terms hereof, and fails to remedy that breach within a period of seven 7 (seven) calendar days after receipt of a notice calling upon that party to remedy such breach, the party giving notice shall be entitled, without prejudice to any additional or alternative rights which he/she may have in law, to cancel this agreement and to claim any damages which that party may have suffered by reason of such default.

11 WHOLE AGREEMENT

The terms and conditions set out herein constitute the entire agreement between the parties. No amendment or variation of whatsoever nature of the terms hereof and no consensual cancellation of this agreement shall be binding unless reduced to writing and signed by both parties.

Signed at _____ on this the _____ day of _____ 20__

AS WITNESS:

For:

(Name of witness in block letters)

Duly authorised

Signed at _____ on this the _____ day of _____ 20__

AS WITNESS:

For:

(Name of witness in block letters)

Duly authorised



Land Availability.tif

D

EXAMPLE OF A SAACE FORM OF AGREEMENT



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E EXAMPLE OF A TYPICAL CONTRACT APPENDIX SHEET FOR GCC

APPENDIX

Address of Employer	East London Housing Management Co-operative PO Box 81, East London, 5201
Address and telephone number of Engineer	Hamish Scott Consulting (Pty) Ltd PO Box 11166, Southernwood 5213 Tel: 043 743 9528
Address and telephone number of Contractor	** _____ _____ _____
Amount of Suretyship	Not required
Time within which Works to be commenced	14 days after Commencement Date
Programme to be furnished within	14 days after receipt of Letter of Acceptance.
Special Risks insurance	Required
If required, to be arranged by	Contractor
Amount of Special Risks Insurance	To be determined by SASRIA on the request of the Contractor
Minimum amount of Liability Insurance	R 2 000 000.00 for any single claim
Special non-working days	The period 16 December to 4 January plus any declared non-working holidays
Completion Timeweeks
Amount of penalty	R10.00 per house per calendar day
Percentage retention	10%
Retention money Guarantee	Not Permitted
Delivery of Contractor's final statement	Within 30 days after certified date of completion of Works
Defects Liability Period	3 Months
Settlement of disputes to be by referenceto	Arbitration
Contract Price Adjustment Schedule.	Not Applicable
Period of validity of tender of tender:	60 days from closing date for submission of tenders

Signature _____

Date _____

On behalf of _____

** Tenderer to enter relevant information and data

F EXAMPLE OF AMENDMENTS TO STANDARD SPECIFICATIONS

PORTION 2 - AMENDMENTS TO STANDARDISED SPECIFICATIONS

SABS 1200 A GENERAL

PSA1 MATERIALS (Clause 3)

PSA1.1 Quality (sub-clause 3.1)

All materials shall bear the official standardisation mark of the appropriate standard. The Contractor shall supply a suitable certificate for any materials that are not marked stating that they meet the specific requirements.

PSA2 PLANT (Clause 4)

PSA2.1 General

All plant provided by the Contractor for the execution and maintenance of the works shall be of a character comparable with the scope of the works.

The Contractor shall provide and maintain sufficient plant to meet all requirements and shall not remove any of this plant from the site without the written permission of the Engineer. He shall, however, remove unsuitable, obsolete or worn-out plant from the site when ordered to do so by the Engineer.

The approval of any plant on the site by the Engineer shall in no way relieve the Contractor of any of his obligations under the Contract.

PSA3 CONTRACTOR'S OFFICES, STORES AND SERVICES (sub-clause 4.2)

PSA3.1 Storage of explosives and petroleum

All explosives or petroleum shall be stored in strict compliance with the regulations laid down by the appropriate Statutory Authority and any additional requirements which may from time to time be laid down by the Employer.

PSA4 CONSTRUCTION (clause 5)

PSA4.1 Excavation of Property Beacons (Sub-clause 5.1.2)

Survey Beacons, Stand pegs and Reference Marks

Part of the control may embrace survey beacons, stand boundary pegs, bench marks or other official reference pegs. On no account shall these pegs be disturbed.

Before any section of the work is commenced , the Contractor and the Engineer shall reach agreement on the presence or otherwise of these pegs.

If at any time during the course of the Contract any of these official pegs should be disturbed whether by accident or not, the Engineer shall immediately be notified in writing.

The Engineer shall then take the necessary steps to have the pegs or reference marks reinstated, the cost of which, unless their disturbance was unavoidable, shall be borne by the Contractor.

Existing Works and Services

Although the drawings may show the approximate positions of existing works and services, neither the Employer nor the Engineer accept any responsibility for the accuracy thereof.

It shall be the duty of the Contractor to search for and make himself acquainted with the actual locations and ownership of existing works and services before any construction work is commenced.

Where during the course of the contract, services have been located and exposed, they shall be securely shored and protected, and the Contractor shall take adequate measures to prevent any damage occurring to them.

Damage to Existing Works and Services

The Contractor shall be held responsible for any damage to existing works and services and the repair and re-instatement of the damaged services, by whosoever performed, shall be at the Contractor's expense.

Furthermore, any damage done to existing works and services shall be reported immediately to the authority concerned and the Engineer shall be notified accordingly in writing.

The settlement of all claims arising from damage to existing property, works and services shall be solely the responsibility of the Contractor.

PSA4.2 Transporting of Materials (Sub-clause 5.6)

Where the transporting of materials outside the site is such as to generate a dust nuisance the material shall be covered during transport.

Precautions shall be taken during the transporting of muddy materials to prevent its fouling completed construction or public roads.

Any rocks or debris falling from trucks on the public roads shall be removed immediately.

The Contractor shall, if so ordered by the Engineer, continuously broom off and clean roads where the mud tracking of vehicles or fallen debris constitutes a hazard to the travelling public.

PSA4.3 Safety of Workmen (sub-clause 5.7)

Particular attention is drawn to the provisions of the following Acts and Regulations, copies of which must be kept on the Works and be readily available for reference:

(i) The Factories, Machinery and Building Work Act (Act No. 22 of 1941 as amended) and the Regulations.

(ii) The Explosives Act (Act No. 26 of 1956 as amended) and the Regulations

The Contractor is fully responsible for the safety of all workmen and other persons entering the general area of operations.

The Contractor is to submit in writing before carrying out any work on site a detailed procedure to be adopted to ensure safety especially in the vicinity of the hazardous areas. This shall be approved by the Engineer.

This requirement in no way absolves the Contractor from responsibility of ensuring safety in the area of operations.

PSA4.4 Contractor to appoint a Responsible Person

In terms of the Mines and Works Act it is necessary for the General Manager to appoint a representative of the Contractor in writing to be responsible for the work.

PSA4.5 Contractor's use of site (sub-clause 5.8)

Once established on the site of the Works, the Contractor shall be responsible for maintaining the site in a neat, clean and orderly condition.

The Contractor shall make every effort to preserve the ecology of the area and no trees, bushes or other forms of vegetation shall be interfered with, other than those specifically involved in the execution of the contract.

Upon completion of the Contract, or when ordered in writing by the Engineer, the Contractor shall remove from the site all plant, equipment, temporary housing, offices, sheds, latrines, waste material and other debris. He shall reinstate all disturbed surfaces of roads, access areas, excavations and borrow pits and shall restore the site to a neat and orderly condition.

PSA4.6 Work in servitudes

Where works included in the Contract lies within servitudes over property that is not the property of the Employer, the Contractor shall give 7 days notice to the Engineer of his intention to work in the servitude.

The Contractor shall not allow his workmen and labourers to use the servitude as a temporary right-of-way and shall carry out the necessary work expeditiously with minimum inconvenience to the owner or occupiers of the property, taking all necessary precautions for the protection of buildings and property.

On completion, the salient features of the property shall be restored to their former condition.

Should the acquisition of a servitude not be finalised by the time the Contractor wishes to work in the servitude, he shall then be required to omit the section of the work temporarily until such time that he is instructed to proceed. This procedure shall not be cause for any claim on the part of the Contractor but it is intended that the Contractor shall not be called upon to return to the site once his plant and equipment have been removed from the site.

PSA4.7 Access Roads to Site

The Contractor shall grade or construct and keep in good order and constant repair all temporary access roads to the site.

Any route that the Contractor wishes to use to obtain access to the site, to the place where water is obtained and any other route that is used by the Contractor shall be approved by the Engineer.

PSA5 TESTING (Clause 7)

PSA5.1 Approved Laboratories (sub-clause 7.1)

The Contractor may appoint an independent testing laboratory to the approval of the Engineer. The Engineer shall be given free access to any appointed laboratory.

SABS 1200 AB ENGINEER'S OFFICE

PSAB3 CONSTRUCTION (clause 5)

PSAB3.1 Survey assistants (sub-clause 5.5)

Two assistants shall be made available to the Engineer as and when required.

PSAB3.2 Survey Equipment

The Contractor shall provide the following for the duration of the Contract:

1. one tachometer and legs capable of reading to 20 seconds of arc.
2. one engineer's level and legs
3. one engineer's metric staff
4. one engineer's steel tape 30m long
5. one engineer's plastic tape 30m long
6. one pocket steel tape 2m long

The above equipment may be shared by arrangement between the Contractor and the Engineer.

The Contractor shall keep the equipment insured throughout the Contract period against any loss, damage or breakage and shall indemnify the Engineer and the employer against any claims in this regard.

Upon completion of the works, the ownership of the equipment shall revert back to the Contractor.

The Contractor shall maintain the equipment in good working order and keep it clean throughout the Contract.

SABS 1200 C SITE CLEARANCE

PSC1 INTERPRETATIONS

PSC1.1 Designated Site / Area

The designated Site / Area is the area which has been bush cleared and is demarcated with provisional engineering survey pegs.

PSC2 CONSTRUCTION (Clause 5)

PSC2.1 Individual Trees (sub-clause 5.2.3.2)

The penalty for damaging or removing any trees that have been indicated by the Engineer for preservation shall be such sums as obtained from an independent expert for the replacement of the trees. The expert shall be selected by the Engineer in liaison with the Contractor. All costs incurred by the appointed expert shall be payable by the Contractor.

SABS 1200 D EARTHWORKS

PSD1 MATERIALS

PSD1.1 Method of Classifying (sub-clause 3.1.1)

All material shall be classified either as rock, topsoil or common material.

PSD1.2 Classes of excavation (sub-clause 3.1.2)

The excavation of materials will be classified as follows for purposes of measurement and payment. All payment of rock is subject to the Contractor notifying the Engineer prior to removal so as to establish quantities. Where mechanical plant is used for excavation, soft rock will be measured as common material.

"Rock" shall mean material found in ledges or masses, in its original position which in the opinion of the Engineer would have to be loosened by blasting or by pneumatic tools, or, if excavated by hand, by wedges and hammers. Naturally occurring boulders or detached

pieces of material conforming to the above definition will not be classified as rock unless they exceed 0.2m³ in volume.

"Top Soil" shall mean the upper layer of soil which, in the opinion of the Engineer is capable of sustaining vegetation.

"Common" shall mean all material not included in rock or topsoil

PSD1.3 General (sub-clause 3.3.1 and 5.2.1.2)

Topsoil shall be separately stockpiled on site for later use as detailed in the schedule.

PSD2 PLANT (clause 4)

PSD2.1 Transport (sub-clause 4.3)

Delete the works "normally open to the public" in the second paragraph.

PSD3 CONSTRUCTION (clause 5)

PSD3.1 Barricading and Lighting (sub-clause 5.1.1.1a)

Delete "600 mm" and add " 900 mm".

PSD3.2 Negligence (sub-clause 5.1.2.4)

Other than the costs involved in repairing damaged services and damage caused by such no other penalties will be imposed.

PSD3.3 Conservation of topsoil (sub-clause 5.2.1.2)

Delete "the Contractor will not be required to remove topsoil from any area in which the average depth of soil is less than 150mm".

PSD3.4 Excavation for General Earthworks and Structures (sub-clause 5.2.2.1)

Unexpected or large amounts of rock shall be reported immediately to the Engineer.

PSD3.5 Transport of Earthworks (sub-clause 5.2.5.1 and 5.2.5.2)

All surplus excavated material shall be disposed of by the Contractor at a designated site. The site forms part of the contract and no extra payment will be made for spoil, compaction to 90% mod. AASHTO and levelling of this site. No freehaul or overhaul is applicable.

PSD4 TESTING (clause 7)

PSD4.1 Exploratory holes (sub-clause 7.1)

Delete "such operations will be paid as dayworks" and add "such operations will be paid at the scheduled rates".

PSD4.2 Taking and testing of samples (sub-clause 7.2)

Determination of the standard of compaction achieved shall be carried out in accordance with TMH 1.

Costs of testing shall be included in the rates for compaction.

SABS 1200 DB EARTHWORKS (PIPE TRENCHES)

- PSDB1 MATERIALS
- PSDB1.1 Classes of Excavation (sub-clause 3.1)
- Refer to clauses PSD1.1 and PSD1.2 of the Project Specification
- PSDB2 PLANT (clause 4)
- PSDB2.1 Compaction Equipment (sub-clause 4.3)
- The use of mechanical compaction equipment will not be permitted for the 300 mm above the crown of the pipe.
- PSDB3 CONSTRUCTION (clause 5)
- PSDB3.1 Excavation (sub-clause 5.4)
- Unless prior approval of the Engineer is obtained the maximum length of open trench at any time shall not exceed 100 m.
- PSDB3.2 Excavation (sub-clause 5.4)
- Where ordered by the Engineer, trial holes shall be opened up well ahead of excavation to ascertain the nature of materials and positions of underground services. A record shall be kept of the positions, sizes of holes and of the materials and services encountered. Backfilling shall be carried out immediately after the information has been obtained and shall consist of approved materials compacted in 250 mm thick layers to the density of the adjacent ground. Separate items for trial holes are included in the schedule.
- PSDB3.3 General (sub-clause 5.6.1)
- Backfill shall not be placed over and around any joint in the pipeline until such time as the pipeline has been successfully tested and approved by the Engineer.
- PSDB4 MEASUREMENT AND PAYMENT (clause 8)
- PSDB4.1 Basic principles (sub-clause 8.1.2)
- All trench excavations shall be measured linearly.
- PSDB4.2 Computation of quantities (sub-clause 8.2.3)
- For pipes of nominal diameter up to and including 125 mm the base in accordance with sub-clause 5.2 shall be 600 mm for depths not exceeding 1.5m.
- PSDB4.3 Excavation ancillaries (sub-clause 8.3.3)
- Add the following:
- Top soiling of trenches shall be carried out in accordance with SABS 1200 D Sub-Clause 5.2.1.2 and 5.2.4.2 and 8.3.9.
- PSDB4.4 Excavation (sub-clause 8.3.2)
- Payment for excavation will be as follows:
- 50% of the rate Tendered for excavation items upon completion of the excavation to the trench bottom, a further 30% upon completion of Backfilling and compaction and the remaining 20% upon the completion of reinstatement and disposal of surplus and unsuitable material.

SABS 1200 DK GABIONS AND PITCHING

PSDK1 CONSTRUCTION

PSDK1.1 Backfilling Gabions / Mattresses (sub-clause 5.2.4.1/2)

The exposed face of all gabions and mattresses shall consist of selected rock particles so as to present the appearance of a dry stone pitched surface.

SABS 1200 DM EARTHWORKS (ROADS, SUB-GRADES)

PDSM1 CONSTRUCTION

PDSM1.1 Removal of unsuitable ground (sub-clause 5.2.3.2)

Road-bed material that occurs below the formation level shall be rolled before the application of fill layers to detect the presence of unsuitable ground.

PDSM1.2 In-place treatment of road-bed (sub-clause 5.2.3.3)

Where specified on the drawings, the subgrade layer shall be ripped to a depth of 150mm and re-compacted to at least 90% Mod AASHTO.

PSDM2 TESTING

PSDM2.1 Frequency of density testing

Unless otherwise instructed by the Engineer, the Contractor shall take tests as follows :

Layerwork - 1 No for each 300m³ (or less) of each layer.

Costs of testing shall be included in the rates for compaction.

PSDM3 MEASUREMENT AND PAYMENT (clause 8)

PSDM3.1 Volume measured only once

Material placed as compacted fill shall be measured as compacted volume.

Material placed as compacted fill, to stockpile or to waste shall be measured as excavated volume.

SABS 1200 GA CONCRETE (SMALL WORKS)

PSGA1 MATERIALS (Clause 3)

PSGA1.1 Applicable Specifications (sub-clause 3.2.1)

The type of cement to be used in the concrete works shall be Portland Cement complying with SABS 471.

SABS 1200 L MEDIUM-PRESSURE PIPELINES

PSL1 MATERIALS (Clause 3)

PSL1.1 Corrosion Protection (Sub-clause 3.9)

The provisions of the City Engineer's "Guidelines and Standards for Construction of Water Supply", as issued by the Directorate of Planning and Engineering Services, Waterworks Branch, shall apply.

PSL2 Depths and Cover (Clause 5.1.4)

The provisions of the City Engineer's "Guidelines and Standards for Construction of Water Supply", as issued by the Directorate of Planning and Engineering Services, Waterworks Branch, shall apply.

PSL3 Test Pressure and Time of Test : Clause 7.3.1

The provisions of the City Engineer's "Guidelines and Standards for Construction of Water Supply", as issued by the Directorate of Planning and Engineering Services, Waterworks Branch, shall apply.

In addition to the testing specified in Clause 7.3.1 the mains and the connections shall be tested once all installations within a particular Construction Stage area have been completed. The cost of this work shall be included in the rates tendered for supplying and laying pipes.

PSL4 Disinfecting Of Portable Water Mains : Clause 5.9

A Chemical concentration of 20 mg/l of Calcium Hypochloride (CaOCl) to remain in pipeline for 24 hours before scouring to waste.

PSL5 Valves

The provisions of the City Engineer's "Guidelines and Standards for Construction of Water Supply", as issued by the Directorate of Planning and Engineering Services, Waterworks Branch, shall apply.

SABS 1200 LB BEDDING (PIPE)

PSLB1 MATERIALS

PSLB1.1 Selected Granular Material (sub-clause 3.1)

Delete the word "singularly"

PSLB1.2 Bedding (sub-clause 3.3)

uPVC pipelines shall be regarded as flexible pipes and the class of bedding to be used shall be as shown on the drawings. All other pipes shall be regarded as rigid and a Class B bedding shall be used.

PSLB1.3 Selection (sub-clause 3.4)

Suitable selected bedding material will generally be available from trench excavations along the route but additional provisions for bedding materials shall be in accordance with sub-clause 3.4.2.

PSLB2 CONSTRUCTION (clause 5)

PSLB2.1 Compacting (sub-clause 5.1.4)

The use of mechanical compaction equipment will not be permitted within 300 mm of the crown of the pipe.

PSLB3 TOLERANCES (Clause 6)

PSLB3.1 Moisture Content and Density (sub-clause 6.1)

The degree of accuracy shall be II.

SABS 1200 LD SEWERS

PSLD1 MATERIALS (Clause 3)

PSLD1.1 Pipes, Fittings and Pipe Joints (Sub-clause 3.1)

Sewer mains and erf connections shall be of heavy duty Class 34 uPVC piping.

PSLD1.2 Precast Concrete Sections (sub-clause 3.5.2)

Joints between sections shall be sealed with an approved sealant and tape.

PSLD1.3 Covers and Frames (sub-clause 3.5.8)

All manhole covers will be precast similar to "Cementile No MS 1206" product using a 30 MPa cement.

PSLD1.4 Step Irons (Sub-clause 5.6.3)

"Calcamite" step irons are to be cast into the manhole walls as specified.

PSLD2 TESTING (Clause 7)

PSLD2.1 Air Test (Sub-clause 7.2.1)

Air test on the sewers shall be carried out in the presence of the Engineer, after the trench backfill has been completed up to a natural ground level. For each test, a copy of the form "TEST FOR SEWERS" shall be completed and certified by the Contractor and the Engineer, as a record of the test.

PSLD2.2 Watertightness of Manholes (sub-clause 7.2.6)

Manholes shall be tested separately from the sewer pipes in accordance with Clause 3.2.12 of SABS 0120 Section LD part 3.

Sub-clause 3.2.12(d) is to be deleted.

PSLD3 MEASUREMENT AND PAYMENT (Clause 8)

PSLD3.1 Manholes (sub-clause 8.2.3)

The cost of testing manholes shall be included in the rate tendered for the installation of manholes.

PSLD3.2 Manhole Depths for Measurements (Sub-clause 8.2.5)

Add the following to sub-clause 8.2.5:

"Manhole depths shall be measured from the invert of the outgoing pipe to the top of the cover slab. Manhole cover levels are to be 75mm above natural ground level except in carriageways where they are to be flush with the surfacing, unless otherwise specified or ordered".

SABS 1200 LE STORMWATER DRAINAGE

PSLE1 MATERIALS (clause 3)

PSLE1.1 Pipes (sub-clause 3.1)

Reinforced concrete pipes shall be pipes with interlocking joints.

PSLE1.2 Skewed ends (clause 3.1)

The cutting on site of pipes to form skewed ends or reduce their length shall be allowed providing that the pipe shall first be cast into the accommodating structure and such a structure is left to attain its full strength. The pipe shall then be hand chopped with hammer and chisel to the required shape and the

exposed end shall be made good with a 1:2 cement/sand mortar to provide a smooth finish, all to the satisfaction of the Engineer.

PSLE1.3 Covers and Frames (clause 3.4.3)

Covers and frames of manholes and catchpits shall be precast concrete as per Cementile types MS 1201, 1206OR 1202 or similar approved.

PSLE2 CONSTRUCTION (clause 5)

PSLE2.1 Bedding and Laying (sub-clause 5.2)

PSLE2.1.1 Pipe culverts (sub-clause 5.2.2)

Bedding shall be in accordance with the drawings and schedules.

PSLE2.1.2 Joint Wrapping (sub-clause 5.2.2)

Pipe joints are to be wrapped with geofabric material for a half circumference lap on the bottom the joint.

PSLE3 MEASUREMENT AND PAYMENT (clause 8)

PSLE3.1 General (sub-clause 8.1)

Payment for pipe laying shall include for the supply, delivery, laying and jointing of pipes together with the trimming or cutting of pipes at stormwater structures and for all plant, equipment and labour necessary for these operations.

PSLE3.2 Depth of Manholes and Catchpits

The depths of manholes and catchpits shall be measured as the difference between the invert level and the level of the top of the cover.

PSLE3.3 Length of Catchpit

The length of the stormwater catchpit shall be defined as the sum of the lengths of the cover slabs.

SABS 1200 M ROADS (GENERAL)

PSM1 MATERIALS (clause 3)

PSM1.1 Responsibility for Location (sub-clause 3.2)

The Contractor shall make his own arrangements for sources of material. The Contractor shall supply the location and adequate soil test results of such sources to the Engineer for approval.

The Engineer reserves the right to control the selection of material.

PSM2 TESTING (clause 7)

PSM2.1 Routine inspection and testing (sub-clause 7.3)

The cost of the Engineer's check testing will be borne by the Employer where the Contractor's work is found to comply with the specification. Where check tests reveal that the materials used on the construction or tolerance standard achieved does not comply with the applicable requirements of the specification, the cost of these check tests shall be to the Contractor's account.

SABS 1200 ME SUB-BASE

PSME1 INTERPRETATION (Clause 2)

PSME1.1 Explanation of terms (sub-clause 2.4)

Wherever the work "cement" is used in this specification, it shall mean Ordinary Portland Cement.

PSME2 MATERIALS (clause 3)

PSME2.1 Physical properties (sub-clause 3.2.1d)

The regional factor applicable to this project is 0.75

PSME2.2 Stabilising Agent (clause 3.3)

The Tender allows for the importation of materials for the sub-base. The Engineer will consider a stabilised material if the necessary tests have been submitted timeously. The stabilising agent shall be either cement, lime or slagment as determined by laboratory tests. The laboratory tests should provide the Engineer with the soil properties including the Plasticity Index and proposed percentage of stabilising agent.

PSME3 CONSTRUCTION (clause 5)

PSME3.1 Placing (sub-clause 5.4.1)

The width and compacted thickness of the layer shall be as shown on the drawings.

PSME3.2 Stabilisation (Clause 5.5)

PSME3.2.1 Rate of application (sub-clause 5.5.1)

The rate of application for the stabilising agent shall be a minimum of 3% by mass.

PSME3.3 Transport (clause 5.7)

PSME3.3.1 Freehaul / overhaul (sub-clause 5.7.1/2)

No freehaul or overhaul shall be applicable

PSME4 TESTING (clause 7)

PSME4.1 Frequency of density testing

Unless otherwise instructed by the Engineer, the Contractor shall take tests as follows:

4 No for each 450m³ (or less)

Costs for testing shall be included in the rates for compaction.

SABS 1200 MF BASE

PSMF1 MATERIALS (clause 3)

PSMF1.1 Type of Base (sub-clause 3.2)

Base material shall be a graded crushed stone from commercial sources, of G2 or G3 quality as shown on the drawings.

PSMF2 CONSTRUCTION (clause 5)

PSMF2.1 Placing (sub-clause 5.4.1)

The width and compacted thickness of the layer shall be as shown on the drawings.

PSMF3 TESTING (clause 7)

PSMF3.1 Frequency of density testing

Unless otherwise instructed by the Engineer, the Contractor shall take tests as follows :

Crusher run - 1 No for each 200m³ (or less)

Costs for testing shall be included in the rates for compaction.

SABS 1200 MG BITUMINOUS SURFACE TREATMENT

PSMG1 SCOPE (clause 1)

PSMG1.1 This specification covers the priming of the crushed stone base and the application of a double seal, single seal and Cape seal surface treatment.

PSMG1.2 Cape Seal Surfacing

Description: The Cape Seal surfacing shall consist of a bituminous binder applied in two sprays with a layer of 13 mm stone chip and two coats of slurry seal, applied on a primed base.

PSMG2 MATERIALS (clause 3)

PSMG2.1 Prime

The prime shall be a cutback bitumen grade MC-30

PSMG2.2 Binder First Coat

The first coat shall be a cationic emulsion grade 65 (SABS 548)

PSMG2.3 Binder Second coat

Double seal only.

The second coat shall be a cationic emulsion grade 65 (SABS 548)

PSMG2.4 Fog Spray

The fog spray shall be a 60% spray grade emulsion

PSMG2.5 Binder for slurry seal

60% Cationic stable mix grade bitumen emulsion (SABS 548)

PSMG2.6 Aggregate

PSMG2.6.1 Aggregate shall conform to the requirements of SABS 1083 Grade N.

PSMG2.6.2 The single stone chip layer single seal shall be of 13.0 mm stone chips.

PSMG2.6.3 Aggregates

The aggregate for the slurry seal shall consist of crusher dust from an approved chips or base course quarry. The Engineer may approve the addition of up to 25% of an approved sand either to improve the grading or to supplement the quantity of crusher dust available. The aggregate shall conform to the following grading:

sieve Size (mm)	% by mass passing
4.750	100
2.360	90 - 100
1.180	65 - 95
0.600	42 - 72
0.300	23 - 48
0.150	10 - 27
Dust content (passing 0,075)	4 - 12

PSMG3 CONSTRUCTION (clause 5)

PSMG3.1 Prime Coat (sub-clause 5.2)

The prime coat must be allowed to cure for 3 - 4 days unless otherwise ordered by the Engineer due to weather conditions. If the road is sprayed in two widths, the overlap should be 100mm - 150mm with adjustments to the end bar to allow a reduced spray thickness. The contractor is to use sheets of building paper, at least 1m wide, to prevent uneven spray of the binder when opening and closing the distribution bar.

PSMG3.2 Premix Thickened Edge

The item for a premix thickened edge is to strengthen the edge of the surfaced road against vehicles pulling on and off the bus route and taxi route roads. After completion of all structural layers and prior to the construction of the surfacing seal, a U-joint is to be excavated 100mm deep x 100mm wide along all edges. This joint is to be filled with premix. The premix is to be compacted with stampers and be finished flush with the top of base course.

PSMG3.3 Composition of Slurry seal

The slurry seal shall consist of a mix of crusher dust or crusher dust and sand, together with a 60% stable mix grade emulsion, water and cement to form a slurry of a consistency that will flow easily over the road surface with squeegees. For tendering purposes unless otherwise specified the composition by mass shall be.

Fine aggregate	:	100
Stable mix grade 60% emulsion	:	20
Cement	:	1 - 1,5 parts
Water	:	as directed by the engineer but generally approximately 15 parts

The Engineer may order a variation of the foregoing composition of the slurry seal.

The grading of the fine aggregate is important and must fall within the limits specified unless otherwise approved by the Engineer.

PSMG4 MEASUREMENT AND PAYMENT (clause 8)

PSMG4.1 Payment for the premix thickened edge joint will be measured per running metre and shall include for excavation, supply and installation of materials, and removal of spoil on completion.

SABS 1200 MH ASPHALT BASE AND SURFACING

PSMH1 MATERIALS (clause 3)

PSMH1.1 Prime (sub-clause 3.1)

The prime shall be a cutback bitumen grade MC-30

PSMH1.2 Bituminous Binder (sub-clause 3.4.2)

Unless otherwise specified the binder for the road surfacing shall be a bitumen of grade 40/50 pen. or 60/70 pen. complying with SABS 307.

PSMH2 CONSTRUCTION (clause 3)

PSMH2.1 Placing of asphalt (sub-clauses 5.1.5.2 & 5.7)

Any asphalt which, in the opinion of the Engineer, has not been properly compacted prior to rain falling on it shall be cut out and replaced at the expense of the Contractor.

PSMH2.2 Transportation of the asphalt (sub-clause 5.6.5)

The asphalt shall be effectively covered to protect the mixture from the weather and to prevent heat loss during transportation.

PSMH2.3 Approval of mix (sub-clauses 5.5.7.1 & 7.1)

The Contractor shall, at least 3 weeks before delivery of materials, submit to the Engineer for his approval his mix design proposals and if requested, samples of the aggregates, filler materials and bituminous binder he proposes to use in the mix.

The Engineer may further require the Contractor to place, on an approved portion of roadworks, one or more trial mixes, which will be paid for at the tendered rate.

PSMH2.4 Compaction (sub-clause 5.8)

Notwithstanding the general requirements listed under sub-clause 5.8, the following requirements shall also apply;

5.8.1 Rollers and other heavy equipment shall not be allowed to stand on recently laid asphalt.

5.8.2 No traffic shall be allowed on any section of completed asphalt until the day after it has been laid.

PSMH3 TOLERANCES (clause 6)

PSMH3.1 Grade (sub-clause 6.3.2)

The height of the edge of completed surfacing shall be not less than 5mm and not more than 10mm **above** the level of channelling.

PSMH3.2 Smoothness (sub-clause 6.3.6)

Unless otherwise specified, the smoothness shall be to degree of accuracy III.

SABS 1200 MM ANCILLARY ROADWORKS

PSMM1 ROAD SIGNS (clause 3)

PSMM1.1 General (sub-clause 3.2.1)

Road signs shall not be supplied with breakaway devices.

PSMM1.2 Steel Plate (sub-clause 3.2.4)

Steel plate for Road Signs shall be chromadek plate as supplied by ISCOR.

G **ANNEXURE G**
EXAMPLE OF A PARTICULAR SPECIFICATION

PS10 HOUSE SPECIFICATIONS

PS10.1 Alternative Designs And Systems

The Tenderers are required to submit alternative house designs and systems in which they specialise. The alternatives will be considered and assessed on economy, quality, design, work creation and acceptability by the prospective home owners. The Tenderers will be required to submit specifications, layouts and details of their alternatives with the Tender documents.

The number of the units to be constructed will be determined once the unit price of the houses are established and has been accepted by the prospective owners and the financing bank.

All Tenderers must, however, price the 45 m² house as set out in the tender document. The basic specification and proposed options are given in the following sections. Tenderers are required to submit similar detailed specifications for any proposed alternate house building systems.

PS10.2 **Site Clearance**

Bushes and shrubs are to be removed for laying of services and house construction only. Retain trees in remainder of area for environmental purposes.

PS10.3 **Platform excavation**

Cut and fill and compact to 95% Mod AASHTO

PS10.4 **Foundations**

Excavate to approved depth and 600 mm wide. Concrete in footings to be 20 MPA and 230 mm high.

PS10.5 **Foundation blockwork**

Concrete block walls 140 mm wide to be used where the difference in height between the level of the top of the floor and the ground does not exceed 400 mm.

Concrete block walls 190 mm wide to be used where the difference in height between the level of the top of the floor and the ground exceeds 400 mm but does not exceed 600mm.

Cores in hollow units to be filled with grade 10 concrete. Brickforce in every course.

PS10.6 **Floor**

100mm thick concrete surface bed to engineer's specification including reinforcement with Ref 193 mesh throughout. Top of floor slab to be floated smooth and minimum 150mm above ground level. Damp proof membrane to be 250 micron Gundle plastic or similar approved under surface bed.

PS10.7 **Walls**

Concrete block 140 mm wide masonry units in external walls. Internal walls to be 90mm wide masonry units. Internal and external walls to be reinforced at 400mm centres with galvanized brickforce. Cement mortar in joints to be 1:4 mix.

Horizontal U beam of U blocks with one 10mm round bar reinforcing rod in 1:3:6 concrete.

Three number vertical columns in block work as detailed on the drawings. Two continuous reinforcing rods embedded in concrete for full height of wall (and if applicable the gable). Rods to be cast in short lengths of 800 mm overlapping continuously.

Internal walls to be bonded to external walls with butt joint and galvanised brickforce in every course.

PS10.8 **Wall finish**

Cemcrete applied in accordance with manufacturer's instructions.

PS10.9 **Fittings**

- External doors - Hardwood frame and ledge braced and batten door with weather board at bottom. Hardwood frame to be secured to concrete masonry. External doors to be hung on timber frame with 3 No.100 brass hinges. External doors and frames to be treated with one coat Crown Weather Glow Mid-Clear prior to building in. External doors and frames to be treated with additional two coats of Crown Weather Glow Mid-Clear after building in.
- Internal Doors - Standard steel door frame in 90mm masonry walls with internal door to be flushed panelled hollow core door. Steel frame to be fully grouted in and painted as for windows.

- Windows - Standard steel window frames with one coat red oxide and 2 coats enamel paint. Allow 16 hours drying between coats. Rub red oxide with fine sand paper and wipe before application of enamel paint. Sizes as per drawing.
- Glazing - 4mm clear float glass to windows except to bathroom window which will be 4mm obscure glass.
- Window sills - Plastered window sills, flat smooth finish inside and slope smooth finish outside.
- Ironmongery - External doors to have 3 lever Union locks (CZ682-24-52). Internal doors to have 2 lever Union locks (CZ682-24-95).

PS10.10 **Roof**

Gangnail or approved trusses with 15° pitch and centres in accordance with the drawing.

Trusses to be tied down to 75 x 38 mm wall plate with 32mm galvanised hoop iron to be taken down a minimum of 600mm in the block work.

Purlins to be provided are 50 x 76mm at 1000mm centres.

Timbers to be treated with “Tanolith” treatment or approved equivalent.

Roof covering 0.45 corrugated iron painted. Ridge to roof covering to be nailed and sealed to corrugated iron with Compriband ridge sealer. Roof overhang to be 500mm using standard steel sheet length 3.6m long.

PS10.11 **Sanitary fittings**

- Basin: Vaal Afsan Basin with basin brackets
40mm waste plug chain
32mm flexiplain P-mini trap
Stellar CP Pillar tap.
- Toilet: Vaal Afsan Pan with Parker Cub cistern
Metro DF toilet seat.
- Sink: 800 x 440 stainless steel sink
Brackets plug chain
Flexi P trap
15mm Colourtap bibcock .
- Plumbing - Standpipe: 15mm RBH-U bibcock as per Cobra figure No. 208 or approved equivalent. Fix above open gully complete with pre-cast concrete gully dish.

SECTION 2: SEWER RETICULATION

ITEM NO	PAYMENT	DESCRIPTION	UNIT	QTY	RATE	AMOUNT R	c
		SECTION 2: SEWER RETICULATION					
	SABS 1200 DB	PIPE TRENCHES					
2.1		EXCAVATION					
	8.3.2(a)	Excavate in all materials for trenches backfill, compact, and dispose of surplus/unsuitable material, for pipes: for the following depth ranges.:					
2.1.1		Exceeding 0,0 m to 0,5 m	m			Rate Only	
2.1.2		Exceeding 0,5 m to 1,0 m	m	23.0			
2.1.3		Exceeding 1,0 m to 1,5 m	m	263.0			
2.1.4		Exceeding 1,5 m to 2,0 m	m	43.0			
	8.3.2(b)	Extra-over items 2.2.2 to 2.2.6 incl. for (prov):					
2.1.5		Hard rock excavation	m3	40.0			
2.1.6		Compaction in road crossing to 93% MOD AASHTO .	m3	5.0			
2.2		PROVISION OF BEDDING					
		Available from trench within 0,5 km (Subclause 3.4.1)					
		Bedding and backfilling of trenches to compaction of 90% MOD. AASHTO					
2.2.1	8.2.1	a) Selected granular material	m3	16.0			
2.2.2		b) Selected fill material	m3	95.0			
	8.2.2.3	b) Commercial sources (Provisional)					
2.2.3		1) Selected granular material	m3	4.0			
2.2.4		2) Selected fill material	m3	23.0			
	8.2.5	Overhaul of material for bedding (Provisional) where ordered Extra-over items					
2.2.5		a) Selected granular material	m3.km			Rate Only	
2.2.6		b) Selected fill material	m3.km			Rate Only	
TOTAL CARRIED FORWARD							

Portion 6

P019 - AMALINDA CO-OPERATIVE HOUSING (PORTION 6)

Civil Services

SECTION 2: SEWER RETICULATION

ITEM NO	PAYMENT	DESCRIPTION	UNIT	QTY	RATE	AMOUNT R	c
BROUGHT FORWARD							
2.3	1200 LD	PIPEWORK					
	8.2.1	Supply, lay, joint, bed Class C and test uPVC sewer Class 51 pipes					
2.3.1		110mm diam.	m	135.0			
2.3.2		160mm diam.	m	194.0			
2.4		SEWER SPECIALS					
2.4.1		Sewer house connections consisting of: 1) 160mm x 110mm Y Junction 2) 110mm x 45 deg. bend 3) 1m 110mm Class 51 sewer pipe 4) 110mm sewer end cap.	No.	23.0			
2.4.2		Supply, bed and install Sewer inspection chamber preferred plastic or similar	No.	3			
		Channel specials for installation in manholes					
2.4.3		160mm x 160mm junction	No.	2.0			
2.4.4		160mm x 110mm junction	No.	3.0			
2.4.5		110mm x 110mm junction	No.			Rate Only	
2.4.6		160mm x 22,5 deg long bend	No.			Rate Only	
2.4.7		160mm x 45 deg long bend	No.			Rate Only	
2.4.8		160mm x 90 deg long bend	No.	3.0			
2.4.9		110mm x 22,5 deg long bend	No.			Rate Only	
2.4.10		110mm x 45 deg long bend	No.			Rate Only	
2.4.11		110mm x 90 deg long bend	No.			Rate Only	
2.4.12		110mm end caps	No.	23.0			
	1200 LD	MANHOLES Manholes to drawing SABS LD - 5 Including joints as shown in LD 2 and including additional excavation, with Type 4 cover and frame, for depths:					
	8.2.3	over and up to					
2.4.13		0,5 m - 1,0 m	No.	2.0			
2.4.14		1,0 m - 1,5 m	No.	5.0			
TOTAL CARRIED FORWARD							

Portion 6
P019 - AMALINDA CO-OPERATIVE HOUSING (PORTION 6)
Civil Services

SECTION 2: SEWER RETICULATION

ITEM NO	PAYMENT	DESCRIPTION	UNIT	QTY	RATE	AMOUNT R	c
BROUGHT FORWARD							
2.4.15		1,5 m - 2,0 m	No.	1.0			
2.4.16		2,0 m - 2,5 m	No.			Rate Only	
2.4.17		Extra over for type 2A cover and frame in road area	No.			Rate Only	
2.5		SUNDRIES					
2.5.1	8.2.11	Break into and connect to existing manhole including flexible joints.	No.			Rate Only	
TOTAL CARRIED FORWARD TO SUMMARY							

ANNEXURE I

I EXAMPLE OF A CONTRACT PAYMENT CERTIFICATE

AMALINDA COOPERATIVE HOUSING
Construction of Internal Civil Services



Interim Certificate
No 5
Developer: EL Housing Management Committee

Date 05-August-2003

CONTRACT COMMENCEMENT DATE	26-Nov-02	
CONTRACT COMPLETION DATE	19-Jun-03	
EXTENSION OF TIME APPROVED		days
REVISED COMPLETION DATE	19-Jun-03	
TIME ELAPSED	36 weeks	
TENDER AMOUNT (excl VAT)	R793,081.02	

Description	Budget	Total to Date
P&G	77,440.01	68,593.74
Sewer	519,814.89	487,918.32
Water	82,767.49	54,816.62
Roads & Stormwater	80,663.75	56,757.38
Management Fees	32,394.88	30,255.28
Total	793,081.02	698,341.34
add Extras as per list		
subtotal		698 341.34
LESS 10% RETENTION		69 834.13
- subtotal		628 507.20
ADD 80% Materials on site		
- subtotal		628 507.20
LESS PREVIOUSLY CERTIFIED		584 838.92
subtotal		43 668.28
ADD V.A.T. at 14 %		6 113.56
AMOUNT NOW		
DUE		49 781.84

Certified by: _____

for Hamish Scott Consulting (PTY) LTD

J **ANNEXURE J**
EXAMPLE OF A CONTRACT COMPLETION CERTIFICATE

CERTIFICATE OF PRACTICAL COMPLETION

CONSTRUCTION OF HOUSE NO: _____

I the undersigned, hereby certify that the above mentioned house has reached a stage of completion which allows safe utilisation by the beneficiary. Further we confirm that the civil service connections to the house are in satisfactory operation.

Any penalties against the contractor which may apply, will cease to accrue on issue of this certificate.

Before the Acceptance Certificate can be issued the following items of work must be completed:

It is agreed with the contractor that the above items of work will be completed by: _____

The Beneficiary may take occupation of the works provided the Contractor has reasonable access to complete the works in terms of the Contract.

SIGNED

PRINT NAME

REGISTRATION NO

DATE

COMPANY

TELEPHONE

DEED OF SURETY SHIP

Contract No ???

WHEREAS ?????

(hereinafter referred to as "the Employer") entered into, on the day of , a

Contract with

(hereinafter called "the Contractor" for the construction of --- the works ---

AND WHEREAS it is provided by such Contract that the Contractor shall provided the Employer with security by way of Suretyship of the due and faithful fulfilment of such Contract by the Contractor.

AND WHEREAS

has/have at the request of the Contractor, agreed to give such security:

NOW THEREFORE WE,

do hereby guarantee and bind ourselves jointly and severally as Sureties and co-principal Debtors to the Employer under renunciation of the benefits of division and exclusion for the due and faithful performance by the Contractor of all the terms and conditions of the said Contract, subject to the following conditions:

1. The Employer shall, without reference and/or notice to us, have complete liberty of action to act in any manner authorised and/or contemplated by the terms of the said Contract, and/or to agree to any modifications, variations, alterations, directions or extensions of the Due Completion Date of the Works under the said Contract, and that its rights under this guarantee shall in no way be reduced nor our liability hereunder be affected by reason of any steps which the Employer may take under such Contract, or of any modification, variation, alterations of the Due Completion Date which the Employer may make, give, concede or agree to under the said Contract.

2. The Employer shall be entitled, without reference to us, to release any securities held by it, and to give time to or compound or make any other arrangements with the Contractor.

3. This guarantee shall remain in full force and effect until the issue of the Certificate of Completion in terms of the Contract, unless we are advised in writing by the Employer before the issue of the said Certificate of his intention to institute claims, and the particulars thereof, in which event this guarantee shall remain in full force and effect until all such claims have been paid or liquidated.

4. Our total liability hereunder shall not exceed the sum of "USUALLY 10% OF CONTRACT VALUE" (R

5. We hereby choose domicillium citandi et executandi for all purposes arising hereof at

IN WITNESS WHEREOF this guarantee has been executed by us aton this day of20

As witnesses:

1: Signature

2: Duly authorised to sign on behalf of

Address

CONTRACT NO P019

FINANCIAL STATEMENT

Tenderers are required to insert hereunder details of banking accounts etc. as specified in the Tender Regulations of the Conditions of Tender.

Item	Name & Acc No	Address	Telephone No
Bank Account			
Accountant			
Insurance Company			

NB:

The tenderer must attach a current clearance certificate as issued by the Receiver of Revenue for the purpose of tenders to this page.

CONTRACT NO P019

CERTIFICATE OF AUTHORITY FOR SIGNATORY

Signatories for companies must establish their authority by attaching a copy of the relevant resolution of the Board of Directors, duly signed and dated. An example is given below :

By resolution of the Board of Directors at a meeting on

..... 20 at.....

Mr / Mrs.....

whose signature appears below, has been duly authorised to sign all documents in connection with this Tender on behalf of (BLOCK CAPITALS)

SIGNED ON BEHALF OF COMPANY

IN HIS / HER CAPACITY AS

.....

DATE

SIGNATURE OF SIGNATORY

WITNESSES : 1.

2.

L **ANNEXURE L**
EXAMPLE OF A LETTER OF APPOINTMENT



appointment letter.TIF

M **ANNEXURE M**
EXAMPLE OF A “LABOUR ONLY” CONTRACT

CITY COUNCIL of EAST LONDON

**CONSTRUCTION OF SHOW HOUSE
AND STARTER HOUSES**

CONDITIONS OF CONTRACT
PROJECT SPECIFICATIONS
AND BILL OF QUANTITIES
ELLC/DES/HOUS/453/1995

November 1995

Arup (Pty) Ltd
Consulting Engineers

Contractor's Name -----
Address -----

Telephone No. -----
Fax No. -----

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GENERAL INFORMATION

1. DESCRIPTION OF DUNCAN VILLAGE HOUSING PROJECTS PROJECT

DUNCAN VILLAGE HOUSING PROJECTS is a joint venture project between the Duncan Village Development Form, the Regional RDP office and the City Council of East London. Its primary objective is to construct approximately 1000 houses in and around Duncan Village.

2. THE RDP

This project is being undertaken as a contribution to the Reconstruction and Development Programme (RDP). Preference will thus be given to contractors demonstrating an ability to adhere to the RDP principles.

The RDP principles are public knowledge but the following aspects are to be addressed in particular by Tenderer:

- Construction of affordable housing
- Job creation
- Joint ventures or partnerships between established and emerging contractors.
- Management by the main contractor of emerging contractors.
- Any other arrangement that the contractor has developed including the above principles.

Tenderers are to state in which respects their proposals comply with these principles.

3. PROJECT DESCRIPTION

The tender is for the construction of approximately 1000 Starter Houses being part of the Regional Housing Board subsidy program. One Thousand houses are to be constructed in BRAELYN Extension 10 and Cambridge Extension with the remainder in and around East London subject to the success of the above projects.

Due to the conditions of the subsidy the Council must have the community approval of the Starter House prior to the registration of the land to the new owner. To achieve this approval the Council is going out to tender for the construction of houses. Tender award will be adjudicated on the tendered price, method of construction and approval of a proposed Starter House. To achieve this approval the tenderer will be asked to construct a "SHOW" house. This house will then be subject to the community's inspection and approval. Contracts to the successful Tenders will only be given after the approval of the Show House.

4. TENDER

The tender allowed for a three stage adjudication.

Stage 1 - The tender is for the construction of alternative types of houses using whatever systems, materials and or techniques as proposed by the developers. The cost of the starter home is not to exceed R6 500, inclusive of all cost including site establishment contingencies and VAT. In addition to the starter houses the tender allows for the construction of Show House. See Council minute.

Stage 2 - The development team will scrutinise the tenders and make a short-list of acceptable proposals. The structural aspects are to be approved by the Engineers, the building standards by the EL City and the acceptability by the community. It is anticipated at this early stage that approximately 10 contracts will be awarded for the construction of the different show houses. It is noted that the show houses will be paid for by the Council.

Stage 3 - From the Show Houses constructed under Stage 2 a number of different types of houses will be selected to be constructed in the adjacent BRAELYN Extension 10 and Cambridge Extension developments. The selection of the show homes will be made by the project team based on the approval of the communities and the recommendation of the engineer. It is anticipated that the successful tenderers will be awarded a minimum of 100 starter houses.

5. HOUSE DESCRIPTION

The proposed house designs are subject to the Tenders proposal being approved. The number of the units to be constructed will be determined by the acceptance of the new owners. The designs will require the following basic proposed specifications as listed below but alternative solutions will be considered:

- Agreement certificate must be available or in the process of being issued.
- CSIR test results to be made available
- Concrete foundation and floor slab
- Window area to be 10 % of floor area .At least half to be opened.
- Wall structure to withstand the elements and support the roof against live and wind loads.
- Water proof roof
- Water and sewerage connections and fittings 8 m to erf boundary
- Wash trough with water point including tap.
- Walls painted with PVA inside, acrylic outside
- Structure to include 'build in 'or free standing Toilet including all fittings.
- Hardwood doors frames and windows to be sealed and varnished.
- Assume that the ground level to be a maximum of 1 in 10 fall

Once the tenderers proposals are accepted a specification on the approved house or houses will be compiled which will then form part a the Contract document.

6. THE SITES

BRAELYN EXTENSION 10

The development of BRAELYN EXTENSION 10 is situated within the municipal boundaries of EAST LONDON. Access to the site is from Sunnyside road through Amalinda. The site is approximately 3 km west of the central business district and lies on the northern side of the Ziphuzana By Pass. The municipal Amalinda sewer works are to the West and BRAELYN Extension 8 township on the eastern boundary.

CAMBRIDGE EXTENSION

The CAMBRIDGE EXTENSION site lies to the West, north and east of the East London municipal abattoir. The site is north of the King William Town East London freeway and just before the Western Avenue off ramp. The access to the site is from Cambridge Township on the old King William's Town road. The western and eastern boundaries are defined by deep ravines with the existing Cambridge housing to the North and the Abattoir to the South.

SHOW HOUSE VILLAGE

The proposed site for the "SHOW HOUSES" will be at Toilet City (C - SECTION) of Duncan Village Township. This site is on the opposite side of the Ziphuzana By Pass to BRAELYN Extension 10. The show house site will have sewer and water connections provided by the East London Council with an all weather access road. The development site will have electrical street lighting and a security fence provided around the entire project site during construction and for approximately three to four weeks thereafter.

The show site will be open to the community of Duncan Village and the general public during the three weeks after completion. Security guards if required will be the responsibility of the developer. It is the intention of the Council that other communities and Development Forms from the surrounding areas be invited so that possible solutions and contacts can be made for their own particular developments.

7. TENDERERS DESIGN

The Tenderers are required to submit alternative house designs and systems in which they specialise. The alternatives will be considered and assessed on economy, quality, design, work creation and acceptability by the prospective home owners. The Tenderer will be required to submit specifications, layouts and details of their alternatives with their proposals. These plans will remain the property of the Tenderer but are to be provided for the adjudication of the Tender

During the three weeks when the Show Houses will be opened to the Public the Tenders will be requested to have someone at their home to explain and demonstrate their products and explain methods of expansion (minuted). This tender is for the supply of houses under the Regional Housing Board subsidy. However Tenders will be allowed to use this project to promote their organisation, company, product, house system and any other aspect of their product. The Tender will be required to have photographs showing the staged building progress of their units on display during the Show period. Scale models and or drawings showing the future extensions will also be required.

8. GEOTECHNICAL REPORT

An investigation was carried out on the proposed sites.. The site investigation revealed that

the geology underlying the site is generally consistent, with minor variations. The results of the investigation are contained in the Geotechnical Investigation Report, dated August 1995.

The site is underlain by shales and sandstone's of the Beaufort Group, Karoo Supergroup. The shales and sandstone's weather to form residual soils which comprises of clayey and sandy soils respectively.. The sandstone's which weather to form silty sands. The residual soils are often masked by a thin veneer of silty sandy transported soil.

The generalised profiles from the test pits are as follows:

The very soft siltstone bedrock is overlaid with residual siltstone or residual sandstone that vary among 0,5 to 0,8m thick. The residual material is overlaid with ferruginized colluvium of 0,3 to 0,5 m thick. The Colluvium topsoil varying among 0,3 and 0,5 thick with roots in the first 150 mm. The test pits was excavated by hand to average depth of 1,1 m.

Experience with these materials indicates that the hillwash, if excavated and separated, can be used for bedding and backfill.

9. BUILDING SOCIETY / BANK ACCREDITATION

Copies of Agreement Certificates and CSIR test results for proposed building systems if available are to be submitted with tenders.

10. TERMINATION OF CONTRACT.

If it is proven by the Engineer that a Contractor is unable to meet the tendered programme dates or quality, his/her contract can be terminated or reduced with payment being made only for completed work. On instruction of the Engineer the Contractor will remove himself, and his staff off the site. If an official dispute is declared in writing against the Engineer's decision, it will be resolved by mediation off the site.

11. ALTERNATIVE DESIGNS AND SYSTEMS

The Tenderers are free to submit alternative house designs and systems in which they specialise. The alternatives will be considered and assessed on economy, quality, design, work creation and acceptability by the new home owners. The Tenderers will be required to submit layouts and details of their alternatives with the Tender documents.

12. FLEXIBILITY

Future owners of the houses will be free to choose from the options approved from the show houses provided. However it is the intention of this tender to demonstrate expansion of the starter house. Therefore optional extras and any other alternative proposed by the Tenderer which the new home owners may ask for at his expense, is welcomed. This will mean slight variations in design, colour etc. A document describing and detailing all aspects of the completed houses will be signed prior to the commencement of building. Any deviation from this document will be at the expense of the builder.

13. CONSTRUCTION PERIOD

The Show housing Contract is expected to start in early February 1996 with construction of the starter homes being awarded in March 96. The award of contracts for houses will first be for BRAELYN Extension 10 to start in April 96 and Cambridge in June 96. The contract duration shall be not longer than 8 months. Tenders are to give the cost implications for contracts exceeding the above duration.

14. PAYMENT

Payment will be made on the Completion Certificate signed by the Principal Agents' representative on site together with the Contractor and on the following procedures..

When the building has reached:	%age of Contract sum payable	Cumulative %age	
Floor level	15	15	
Wall plate level		25	40
Roof, plaster and ceiling		30	70
Fittings, glazing, and initial paint work		15	85
Practical completion		15	100

No retention will be with-held subject to a Construction Guarantee being provided. A pro-forma Construction Guarantee for use with the JBCC Principal Agreement, June 1991 Edition, is included in this tender document.

15. LIAISON COMMITTEE

It is anticipated that there could be more than one Contractor on site simultaneously. The contractors will be required to have a senior representative attend a liaison committee on a regular basis in which the following aspects will be discussed:

- Programme and construction
- Access
- Labour issues
- Workmanship
- Materials.

16. CONSTRUCTION PROCEDURES

It is the intention of the Client is that the project be developed within the RDP principles. Therefore it is required that the Tenderers specify their construction procedure that they propose using on the construction of the Starter Houses. This does not include the Show House.

The production procedure proposed will influence the award but will not necessarily be the only criteria used.

A few methods are listed below but Tenderers are encouraged to submit their own proposals

- A Management Contractor
- A supplier of materials only with sub contractors
- A consortium of small builders
- Any other system

A description of the various styles of Contract with its various procedures has been described below as item No 15 to No 23. If any of the procedures is chosen they will form part of the Tender documents unless any alternations to the described procedure have been listed in the original Tender.

17. MANAGEMENT CONTRACT (COMMUNITY BASED "LABOUR SCHEME")

17.1 **Contract**

This Contract has been structured so that the Contractor will be required to set up a management team and to contract out all the work. The Employer's policy is to encourage the establishment and/or support of entrepreneurs / community contractors. The successful Tenderer will be asked to enter into sub-contracts with the community contractors. The Contractor shall be responsible, subject to the terms of the main agreement, for the performance of the community contractors and completion of this contract within the agreed completion date.

17.2 **Management of Contract**

The Contractor's management team is to be established prior to the commencement of the contract.

The approval of site staff will be subject to the acceptance by the Engineer and Employer. They will however have the authority to ask the Contractor to replace any of his staff if it is proved that they do not have the necessary skills to perform their duties as appointed.

If for any reason, one or more of the approved staff leaves site, an equal or better qualified person is to replace them.

The Contractor will be asked to utilise as many appropriate skills as the local residents have. Where these skills are missing, he is to appoint a local person as an assistant to the "imported" person, in order for the local person to be trained in these skills.

It is compulsory for the staff and labour time sheet to be submitted monthly.

The reference to local community contractors is to be taken as any Contractor who operates within 20 km of this site. Any person to be used either as a community contractor or labourer who is brought from outside Duncan Village and surrounding area must have the approval from the local resident's committee.

17.3 **Community Contractors**

The Contractor will be expected to employ community contractors to do all aspects of this contract except management. Once the Management Contractor has been appointed, he is to enter into a Contract with the community contractors that will be subject to conditions of performance. Each community contractor will be allowed to tender or negotiate for more than one subsequent contract but not more than one at a time.

The Contract with the community contractor will include the following:

- The type and amount of work to be done
- Approximate duration for the completion of the work
- The standard of work expected.
- The method of payment
- The provisions for dismissal or termination of the contract.

The copy of above proposed contract is attached to the document. (See Appendix B.)

17.4 **Management of Material**

The Contractor will be required under his Contract to purchase all the materials and to store them in a secure place on site.

He will also be required to establish control's subject to the Engineer's approval for all buying, storage, issuing of material. He is also to control the transportation of such material to site and the signed acceptance of material by the community contractors.

The community contractors will be issued only sufficient materials for a day's work or what he can manage without loss due to bad storage on site.

17.5 **Contractor's Rates**

The Tenderer must complete the tender document in such a manner that if asked to, he can complete the works himself.

The pricing of the document must allow for all the Management costs to be recovered through the Lump sum Price.

The lump sum items must be so priced that it covers both the labour and material charges. The Engineer will analyse these rates prior to award and if they seem to be unbalanced, will have the right to re-negotiate new rates.

17.6 **Standard of Workmanship**

The Contractor will be responsible for ensuring that the work completed is up to standard as per the specification. His site staff or inspectors will be required to ensure that the community contractors are aware of what standards are expected. Advice and help on workmanship and standards will not be unreasonably withheld and work will be approved daily, if possible.

17.7 **Measurement and Payment**

The method of measurement is also to be tabulated and approved. The community contractors will be expected to call for inspections and measurement of his work once a task is completed or by prior agreement.

The Contractor is to base his task related work on R35 per day for a labour.

17.8 **Sections of Work**

The engineers representative will be required to issue a certificate of approval for work completed and only on this approval will the sub-contractor be entitled to payment.

A 5 per cent retention of the community contractor's payment will be withheld until completion of works. Signature of the Completion Certificate of each stage of the contract, which will not be unreasonably withheld, will entitle him to his final and total payment.

The Community-contractor will be responsible for all materials issued to him. If a dispute arises due to lost or wastage of material, this will be dealt using the Dispute Resolution procedure.

17.9 **Dispute Resolution**

A dispute resolution procedure and disciplinary code has been established on previous works in the area and it is recommended that the Contractor install this procedure as soon as possible after the site is established.

The procedure is outlined briefly as follows:-

In the first instance any dispute between the labour and the Community Contractor is to be resolved between themselves. Should this be unsuccessful, they are to declare a dispute and must record it in writing. The dispute is then taken to the Management Contract for his review and possible settlement. The Management Contract is to record the discussion and the outcome in writing and discuss it with the Engineer. If the parties involved in the dispute do not accept the Management Contract recommendations a further dispute can be declared. This will be sent to the Duncan Village Housing Steering Committee who will give a final and binding decision.

17.10 **Payment of Workman's Compensation Fund**

The Contractor will be responsible for the payment of contributions to the Workman's Compensation Fund. He must deduct the dues subsequent to payment to the contractors.

18. A MATERIALS SUPPLY CONTRACT

Management of Contract

18.1 **Contract**

The Employer's policy is to encourage the establishment and/or support of entrepreneurs/emerging contractors. The successful Tenderer must enter into A contract with the emerging contractors. The Material Supplier Contractor shall be responsible, subject to the terms of the main agreement, for the correct usage of their product by the small contractors.

18.2 **Management of Contract**

The Material Supplier Contractor must have signed approximately 50 per cent of the agreement's prior to the commencement of the contract.

The Contractor will be asked to utilise as many appropriate skills as the local residents have.

The reference to small contractors is to be taken as any Contractor who operates within 10 km of this site. Any person to be used as a labourer who is brought from outside Duncan Village must have the approval from the local resident's committee.

18.3 **Emerging Contractors**

The Material Supplier Type Contractor must organise his own Emerging Contractors to build houses. Once the Contractor has been appointed, he is to enter into a Contract with the Emerging contractors that will be subject to conditions of performance. Each Emerging contractor will be allowed to tender or negotiate for more than one subsequent contract but not more than one at a time.

The Contract with the Emerging contractor will include the following:

- The type and amount of work to be done
- Approximate duration for the completion of the work
- The standard of work expected.
- The method of payment
- The provisions for dismissal or termination of the contract.

The copy of above proposed contract for the community contractors can be modified for the Emerging contractor and is attached to the document. (See Appendix B.)

18.4 **Management of Material**

The Contractor will be required under this Contract to support the Emerging contractors in buying their own materials.

The Contractor is to ensure that the Emerging contractors will only order sufficient materials that he can manage without loss due to bad storage on site this includes timely delivery dates.

18.5 **Material Supplier Contractor's Rates**

The pricing of the document must allow for all the Management costs to be recovered through the lump sum tenders items.

18.6 **Standard of Workmanship**

The Material Supplier Contractor will be responsible for ensuring that the work completed is up to standard as per the specification. His site staff or inspectors will be required to ensure that the Emerging contractors are aware of what standards are expected. Advice and help on workmanship and standards will not be unreasonably withheld and work will be approved daily, if possible.

18.7 **Measurement and Payment**

The method of measurement is also to be tabulated and approved see paragraph 14 on page 6. The small contractors will be expected to call for inspections and measurement of his work once a task is completed or by prior agreement.

18.8 **Sections of Work**

The engineers representative will be required to issue a certificate of approval for work completed and only on this approval will the sub-contractor be entitled to payment.

The Small contractor will be responsible for all materials issued to him. If a dispute arises due to lost or wastage of material, this will be dealt using the Dispute Resolution procedure.

18.9 **Dispute Resolution**

A dispute resolution procedure and disciplinary code has been established on previous works in the area and it is recommended that the Material Supplier Contractor install this procedure as soon as possible after the site is established.

The procedure is outlined briefly as follows:-

In the first instance any dispute between the labour and the Emerging Contractor is to be resolved between themselves. Should this be unsuccessful, they are to declare a dispute and must record it in writing. The dispute is then taken to the Material Supplier Contractors for his review and possible settlement. The Material Supplier Contractors is to record the discussion and the outcome in writing and discuss it with the Engineer. If however the labours and the Emerging Contractors do not want to resolve their dispute the building contract may be cancelled.. If necessary this issue will be sent to the Duncan Village Housing Steering Committee who will give a final and binding decision.

18.10 **Payment of Workman's Compensation Fund**

The Emerging Contractors will be responsible for the payment of contributions to the Workman's Compensation Fund. He must deduct the dues prior to payment to the labours. The Material Supplier Contractors must make him self available to help and assist with this payment if required.

19. **A BUILDING CONTRACTOR**

19.1 Management of Contract

19.1 **Contract**

This Contract has been structured so that the Building Contractor will be required to do all the work. The Employer's policy is to encourage the establishment and/or support of entrepreneurs/community contractors. The Building Contractor shall be responsible, subject to the terms of the main agreement, for the performance of the labours or any other staff he employs and completion of this contract within the agreed completion date.

19.2 **Management of Material**

The Contractor will be required under his Contract to purchase all the materials and to store them in a secure place on site.

He will also be required to establish control's subject to the Engineer's approval for all buying, storage, issuing of material, transportation of such material to site.

19.5 **Contractor's Rates**

The pricing of the document must allow for all the Management costs to be recovered through the lump sum items.

19.6 **Standard of Workmanship**

The Contractor will be responsible for ensuring that the work completed is up to standard as per the specification. His site staff or inspectors will be required to ensure that the labours are aware of what standards are expected.

19.7 Measurement and Payment

The method of measurement is also to be as per paragraph see page No 6. The contractors will be expected to call for inspections and measurement of his work once a task is completed or by prior agreement.

19.8 Sections of Work

The engineers representative will be required to issue a certificate of approval for work completed and only on this approval will the contractor be entitled to payment.

Signature of the Completion Certificate of each stage of the contract, which will not be unreasonably withheld, will entitle him to his final and total payment.

19.9 Dispute Resolution

A dispute resolution procedure and disciplinary code has to be provided by the Contractor prior to starting work.

19.10 Payment of Workman's Compensation Fund

The Contractor will be responsible for the payment of contributions to the Workman's Compensation Fund. He must deduct the dues prior to payment to the contractors.

The Tender who wishes to use a procedure not described above is to give a written procedure with his document covering the heading listed above.

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CONDITIONS OF TENDER

1. TENDER DOCUMENTS

The 'Invitation to Tender', the 'Conditions of Tender', the JBCC Principle Building Agreement and the 'Contract Drawings', submitted by the Tenderer, are the Tender Documents that will form the Contract and the Contract Documents. Tenders must examine each of the Tender Documents and inform themselves of the conditions and make their own estimate of the facilities and difficulties pertaining to the execution of the work.

These documents comprise pages numbered consecutively. Each Tenderer shall check and confirm that he is in possession of a complete set of documents.

2. PRINTED FORMS FOR TENDERING

Tenderers are reminded that recognition will only be taken of the printed forms provided being filled in as required. Tenders submitted on any other form will not be taken into consideration. All forms are to be fully completed.

3. OMISSIONS AND DISCREPANCIES

Should a Tenderer find discrepancies in or omissions from the Contract Documents, or should he be in doubt as to their meaning, he should at once notify the Engineer, who may send a written instruction to all Tenderers.

4. ACCEPTANCE OR REJECTION OF TENDERS

The employer reserves the right to reject any or all tenders, without limiting the generality of the foregoing. Any tender that is incomplete, obscure or irregular, may be rejected. Any tender having erasures or corrections in the Schedule of Quantities may be rejected. Any tender in which unit prices are omitted, or in which unit prices are obviously unbalanced, may be rejected; any tender accompanied by an insufficient or irregularly certified cheque may be rejected.

5. SUB-CONTRACTOR(S)

Any Sub-Contractor appointed by the Contractor for the execution of any portion of this Contract must first be approved by the Engineer before the Sub-Contractor commences any work. The Sub-Contractor must have a thorough knowledge of the working conditions for his portion of the Contract, and he must be informed of all the requirements of his specific instructions.

6. WITHDRAWAL OF TENDERS

A Tenderer may without incurring any liability withdraw his tender provided written advice to that effect is in the hands of the Engineers before the expire of the time fixed for receipt of tenders.

7. SIGNING OF CONTRACT

The successful Tenderer shall sign the Contract Agreement within a period of fourteen (14) days after receiving notification that his Tender has been accepted.

If the successful Tenderer fails to sign the Contract Agreement within fourteen (14) days of notification of acceptance of this Tender, or within such extended periods as the Employer may allow, or if he withdraws his tender after the time specified for the receipt of Tenders or if he fails to provide the sureties required, he shall pay the Employer any additional expense incurred by its having to call for fresh tenders and/or accept any less favourable tender.

8. TENDER DEPOSIT

No tender will be considered unless a Bank Transfer or Bank Cheque for an amount of R150,00 (One Hundred and Fifty Rand) is deposited at the time of collecting tender documents.

The R150 paid for Contract Documents will be accepted as the Tender Deposit.

Such amount shall be forfeited to the Employer by the Tenderer as damages in the following events:

In the event of the Tenderer amending or withdrawing his tender after the time at which the tenders are closed and prior to the acceptance of any tender.

If after the tender is accepted the Tenderer fails to enter into a formal contract with the Employer on the basis of his tender when called upon to do so.

In the event of the Tenderer failing to deposit security as stated on the form of tender after being awarded the Contract.

9. SITE INSPECTION

There will be no official site inspection . However the engineer will make himself available if requested to do so.

Verbal replies given at the site inspection or elsewhere shall not be regarded as binding unless confirmed in writing upon request by means of a notice, which notice shall be sent to all Tenderers.

10. TENDER REGULATIONS

All entries must be in the same handwriting in ink or by using the same typewriter. Any cancellations must be initialled in the margin opposite where each cancellation occurs.

On submission of a Tender, Tenderers will be deemed to have acquainted themselves fully with the Tender Documents, the site conditions, access thereto, local laws and requirements and all aspects of the programme for manufacture, installation and completion envisaged in the documents, prior to pricing and submission of their Tender.

Tenders that are incomplete are liable to be rejected. Vague statements may prejudice the Tender and essential details required for assessment and comparison should be complete in every respect.

Tenderers shall state in the Schedule of Similar Work, a list of work, similar in nature to the work required, successfully carried out by the Tenderer.

The Tenderer must complete the "Financial Statement" certifying that his banking account is good and that his financial standing is such that he can be recommended to undertake the work for which he has Tendered. The Employer shall have the right to call for and receive the Tender's balance sheet or such other financial statements as the Engineer may find appropriate before awarding the Contract or at any time during the course of the Contract.

The completed documents, duly filled in and signed, must be parcelled together and sealed and endorsed on the outside with the name, and closing date of the Tender, as detailed in the invitation to tender, and must be received before the time fixed for receipt of Tenders.

*Tenders must be return to or posted to Town Clerk, P.O.Box 134,East London 5200 to arrive not later than 12h45 on 8 **December 1995***

The Tender shall be binding for a period of sixty (60) days from closing date.

Neither the Engineer nor the Employer shall be held responsible for any expenses nor losses that may be incurred by any Tenderer in the preparation of his Tender.

Telegraphic or Facsimile Tenders will not be accepted.

After closing time the Tenders will be publicly opened and the names of the Tenderers and Tender prices read out.

11. STAMP DUTIES

All stamp duties in connection with the Contract shall be paid by the Contractor.

12. TAXES AND DUTIES PAYABLE

Tenderers shall allow in their Tender for the payment and recovery of all taxes and other duties. No claims for additional payment in this respect will be considered.

13. INSURANCE

Support Insurance's as outlined in Clause 12.0 of the JBCC Principle Building Agreement are not applicable to this project.

14. NUMBER OF HOUSING UNITS

It is not a requirement for Tenderers to tender on all units but the minimum number of units to be tendered must be stipulated.

15. EMERGING BUILDERS

The client has requested the Tenders to so structure their Tender that the use of Emerging Builders can be used either as a sub contractor or an independent contractor.

16. PREAMBLES

The "Model Preambles for Trades" (1992 edition) as recommended and published by the Association of South African Quantity Surveyors shall be deemed to form part of the Contract Specification.

The term "Architect" in the "Model Preambles for Trades" shall be deemed to mean the "Consulting Engineer".

17. UNFIXED MATERIAL ON SITE

The value of the unfixed materials on site which are the bona fide property of the Contractor will be included in payment certificates subject to invoices for such material and a certificate of cessation being submitted with payment certificates.

18. UNFIXED MATERIAL STORED OFF SITE

The value of unfixed material stored off site will not be included in any payment certificates.

19. SERVICES

Services: The Contractor is to be responsible for arranging his/her own supply of water, electricity, sewerage and telephone connections and all costs associated therewith for use within his/her camps and for carrying out the works.

CONSTRUCTION GUARANTEE AND LIMIT

The Construction Guarantee to be used is the Construction Guarantee recommended by the Joint Building Contracts Committee, June 1991 edition.

Limit: not exceeding 12,5% of the contract sum.

ISSUE DATE OF PAYMENT CERTIFICATES

6th Day

NUMBER OF DAYS WITHIN WHICH INTERIM CERTIFICATES ARE TO BE PAID

30 Days

DATE OF POSSESSION OF SITE

This will be negotiated and will depend on construction of services and house sales.

PENALTIES

R 10.00 per house per calendar day.

INSURANCE

The Council has its own policy covering Contractors All risk, Special and Public Risk.

- | | |
|----------------------|---|
| 1.Construction Risk: | To be effected by the Contractor for the limit of an amount equal to the contract sum of each contractor's work load with a deductible of R2 500,00 |
| 2.Special Risks: | To be effected by the Contractor for the limit of an amount equal to the contract sum of each contractor's work load with a deductible of R2 500,00 |
| 3.Public Risk: | To be effected by the Contractor for the limit of R2 500 000 with a deductible of R2 500,00 |
| 4.Support: | Not required |

ESCALATION

The proposed prices are either to be fixed up to 15 December 1996 or proposals are to be submitted as to how to deal with escalation.

AGREEMENT

The agreement is to be the June 1991 edition of the "Principal Building Agreement" (without Bills of Quantities) together with the November 1992 addendum thereto both as approved and recommended by the Joint Building Contracts Committee.

The term "Architect" in the "Principal Building Agreement" shall be deemed to mean "Consulting Engineer".

ARBITRATOR

No person shall be named

MUNICIPAL SERVICES

The municipal services will be constructed under separate contracts. These contracts will be completed in phases so as to provide full access to the building contractors. There may be an overlap between the housing contractors and the civil contractors during the last few months of the civil contract and the first few months of the building contract. The housing and services contractors will thus overlap for some two to three months.

MUNICIPAL CONNECTION FEES

No municipal connection fee will be payable for the individual erven by the building contractor for water, sewerage and electricity.

Building contractors are, however, to make their own arrangements for obtaining water and electricity connections for building purposes. Adequate sanitation is to be provided for site staff.

HANDING OVER OF COMPLETED HOUSES

The Contractors will not have to deal directly with prospective home owners other than through the Engineer or his/her representative. The Contractor will be required to give at least 48 hours notice of his/her intention to hand over a series of no less than 50 houses. The Engineer or his/her Representative will then inspect the houses and draw up a snagging list, if required. Hand-over to the Employer will be arranged to take place with-in 14 calendar days from the date of completion of the outstanding items.

OCCUPATION

The Contractor will remain responsible for dealing with illegal occupation of the houses before they are handed over to the Employer. Thereafter it will be responsibility of the Employer.

CONTRACTORS CAMP

Space for the contractor's camp will be available on each site.

DUNCAN VILLAGE HOUSING PROJECTS HOUSES - SPECIFICATIONS

1 FLOOR

- Remove topsoil and level platform.
- 150mm compacted hard-core fill or similar approved.
- 250 micron Gundle plastic under surface bed dpc.
- 75 thick concrete surface bed reinforced with Ref. 193 mesh throughout.

2 WALLS

- Mortar and bricks to be approved by architect prior to commencement of construction.
- External walls 220 thick stock brick, all reinforced every 4th course with galvanised brickforce.
- External walls to be painted with external quality acrylic as per Dulux or Plascon recommendations.
- Internal walls painted with PVA quality as per Dulux or Plascon recommendations.
- Provide three-course lintol band, reinforced with brickforce every course, around perimeter above window line.

3 CEILINGS

- 4 mm thick claddit cellulose or equal and approved ceiling sheets.
- Ceiling sheets fixed to 38 x 38 treated wrot SA Pine banderings spaced at 400 mm c/c in one direction only.
- H-section plastic coverstrips at junctions of ceiling sheets.
- Masonite cove cornices at junctions of ceiling sheets and walls.
- Prepare ceiling by painting with flat white primer on all nail heads. Ceiling painted with PVA as per internal walls.
- Provide one No. 600 x 600 mm trapdoor in ceiling for access into ceiling space.

4 DOORS AND WINDOWS

- External kitchen door to be hardwood framed, ledged, braced and battened open backed door.
- External front door to be hardwood panelled door.
- Hardwood external doors and frames to be treated with 1 coat Crown Weatherglow Mid Clear prior to building in.
- Hardwood external doors and frames treated with additional 2 coats of Crown Weatherglow Mid Clear after building in.
- Internal doors to be flush panelled, hollow core with masonite veneer and painted with 2 coats Plascon Velvaglow sheen.
- Internal doors hung on standard 115 mild steel frames fully grouted in and painted as for internal doors.
- All windows to have hardwood frames and opening sections and to be treated as for external before building in.
- Finish treatment to windows with 2 coats Crown Weatherglow as for external doors.
- Waterproofing around window and door cills as shown

5 CILLS

- Standard 15 mm thick x 150 wide pressed fibre cement cills externally
Cills plastered and painted internally

6 EAVES AND RAINWATER GOODS

- 30 x 228 treated SA pine fascia board or equal and approved fixed to truss feet.
- Concrete barge tiles to gable ends.
- 600 mm wide open eaves as shown.
- 125 mm half round Marley PVC rainwater gutters and downpipes laid to fall and complete with brackets, stopends, dropends etc.
- Downpipes to discharge onto precast concrete rainwater shoes.

7 ROOF

- 250 micron under tile white plastic underlay.
- “Granguail” or equivalent approved trusses spaced at 760 mm centre to centre and tied down 450 mm internally to walls with hoop iron ties.
- Roof pitch 22.5 degrees.
- All roof and ceiling timbers to be treated with ‘Tanolith’ treatment or approved equivalent.

8 IRONMONGERY

- External doors to have 3 Lever Union locks (CZ 682-24-52).
- Internal doors to have 2 Lever Union locks (CZ 682-24-95).
- Windows and doors to be supplied with windows and stays.

9 SANITARY FITTINGS

- **Bath** 1700 Capri (or equivalent) acrylic bath without handles.
40 mm waste plug and chain (PVC).
40mm ‘Flexi’ bath trap with overflow.
27 mm Bibcocks Colourtap Fig. 202 - 1 hot, 1 cold.
- **Basin** Libra Mini 300 acrylic basin or equivalent.
40 mm underside/s waste plug and chain.
40 mm ‘Flexi’ mini P-trap.
15 mm Pillarcock Colourtap Fig.150.
- **Toilet** 90° horizontal outlet P-trap pan (VC), Vaal or equivalent.
Shires Lynx white low level cistern, complete with flushing unit and pipe.
Rubber flush pipe cone.
B2 economy double flap seat, white or equivalent.
- **Accessories** Flexicor white acrylic 600 towel rail, toilet roll holder, fixed to walls.
400 x 400 x 3 mm thick float glass mirror fixed to wall.
- **Sink** 1200 stainless steel standard sit-on sink in grade 304 material and single press.
40 mm waste plug and chain.
40 mm ‘Flexi’ P-trap.

1 m melamine cupboard.
15 mm Bibcock Colourtap Fig. 152.

10 ELECTRICAL FITTINGS

- All electrical and fittings to comply with SABS specifications.
- **Light Fittings**

100 W 150 mm diameter bowl type fittings with ceramic bayonet bulb holders to all lights

11 PLUMBING

- **Standpipe** 15 mm RBH-U Bibcock as per Cobra Fig. No. 208 or approved equivalent.
Fix above open gully complete with precast concrete gully dish (placed 75 mm above ground level).
- **Geyser** 100 litre 'Kwikhot' semi pressure horizontal mounted geyser in ceiling space.
Galvanised steel drip tray with overflow pipe to outside.
100 kPa Masterflow 2 pressure-reducing valve.
20 mm vacuum breaker to be installed on hot and cold side.
Overflows from pressure-reducing valve and TP valves to outside.
Hot and cold water installation to be balanced pressure.

General 28 mm polycop pipe from meter to house.
460 Class O copper pipes internally built into walls and in roof space - (22 mm diameter to geyser and bath, 15 mm diameter to basin, sink and toilet).
Copper pipes to be used in conjunction with Copcal solder fittings.
Polycop pipe to be used in conjunction with Conex fittings.
All plumbing to conform to SABS specifications and to be connected to Municipal connections at boundary and to include all necessary rodding eyes.
Plumbing to be 110mm PVC pipeline as per house drawing from house to Municipal connection
All plumbing to conform to SABS and ELCOUNCIL specification and to be connected into the Municipal mains at Erf boundaries
Pipework to be 110mm PVC and includes all special and rodding eyes

12 GENERAL

- All electrical conduiting, dbs, plugs, switches and water reticulation to be concealed within the walls.
- Three course tile splash backs to length of bath, basin and sink.

- Standard of workmanship to be of a quality recognised by the established building industry
- Provide 1 m x 1 m x 100 mm thick concrete aprons at external doors.

**DUNCAN VILLAGE HOUSING PROJECTS PROJECT
 BRAELYN TOWNSHIP EXTENSION 10
 CONSTRUCTION OF 1000 HOUSES**

SUMMARY

NUMBER OF UNITS TO BE TENDERED ON WITH A MAXIUM VALUE OF R 6,500.00 each

Single Unit Price, Excluding VAT, for the following range of units						
No of Units	0-50	51-100	100-200	200 - 400	400 - 600	600-1000
House Type						

State the maximum number of units which the Tenderer wishes to tender on.

State programme duration required to build this number of units

DEED OF SURETY SHIP

Contract No

WHEREAS
(hereinafter referred to as "the Employer") entered into, on the day of
....., a Contract with
(hereinafter called "the Contractor" for the construction of
.....
at

AND WHEREAS it is provided by such Contract that the Contractor shall provided the Employer with security by way of Suretyship of the due and faithful fulfilment of such Contract by the Contractor.

AND WHEREAS
has/have at the request of the Contractor, agreed to give such security:

NOW THEREFORE WE,
do hereby guarantee and bind ourselves jointly and severally as Sureties and co-principal Debtors to the Employer under renunciation of the benefits of division and exclusion for the due and faithful performance by the Contractor of all the terms and conditions of the said Contract, subject to the following conditions:

1. The Employer shall, without reference and/or notice to us, have complete liberty of action to act in any manner authorised and/or contemplated by the terms of the said Contract, and/or to agree to any modifications, variations, alterations, directions or extensions of the Due Completion Date of the Works under the said Contract, and that its rights under this guarantee shall in no way be reduced nor our liability hereunder be affected by reason of any steps which the Employer may take under such Contract, or of any modification, variation, alterations of the Due Completion Date which the Employer may make, give, concede or agree to under the said Contract.

2. The Employer shall be entitled, without reference to us, to release any securities held by it, and to give time to or compound or make any other arrangements with the Contractor.

3. This guarantee shall remain in full force and effect until the issue of the Certificate of Completion in terms of the Contract, unless we are advised in writing by the Employer before the issue of the said Certificate of his intention to institute claims, and the particulars thereof, in which event this guarantee shall remain in full force and effect until all such claims have been paid or liquidated.

4. Our total liability hereunder shall not exceed the sum of
..... (R)

5. We hereby choose domicillium citandi et executandi for all purposes arising hereof at
.....

IN WITNESS WHEREOF this guarantee has been executed by us aton this
..... day of19

As witnesses:

1: Signature

2: Duly authorised to sign
on behalf of

Address

CERTIFICATE OF AUTHORITY FOR SIGNATORY

Signatories for companies must establish their authority by attaching a copy of the relevant resolution of the Board of Directors, duly signed and dated. An example is given below :

By resolution of the Board of Directors at a meeting on

..... 19 at

Mr
whose signature appears below, has been duly authorised to sign all documents in connection with this Tender on behalf of (BLOCK CAPITALS)

SIGNED ON BEHALF OF COMPANY

IN HIS CAPACITY AS

DATE

SIGNATURE OF SIGNATORY

- WITNESSES :
- 1.
 - 2.

**N EXAMPLE OF A PROCUREMENT POLICY FOR TARGETING ENGAGEMENT OF
LABOUR (TP5)**



Tp5app5.pdf

ANNEXURE O

O FORMULA FOR EXTENSION OF TIME DUE TO ABNORMAL RAINFALL

45(5)

Abnormal Rainfall
(new Clause)

Add new Sub-clause:

The extension of time to be granted for abnormal rainfall shall be calculated by the formula:

$$V = Nw - Nn + \frac{Rw - Rn}{20}$$

Where:

V = Extension of Time in calendar days in respect of the calendar month under consideration

Nw = Actual number of days during the calendar month under consideration on which a rainfall of 10 mm and more has been recorded

Rw = Actual total rainfall in mm recorded during the calendar month under consideration

Nn = Average number of days, derived from rainfall records, on which rainfall of 10.1 mm and more has been recorded during the relevant calendar month as per the data tabulated hereinafter.

Rn = Average total rainfall in mm for the relevant calendar month, derived from rainfall records, as tabulated hereinafter.

Where the extension of time due to abnormal rainfall has to be calculated for portion of a calendar month, pro rata values shall be used.

Should "V" be negative for any particular month and should its absolute value exceed the corresponding value of Nn then "V" shall be taken as being equal to minus Nn.

The total extension of time to be granted shall be the algebraic sum of all the monthly extensions provided that if this total is negative then the extension of time to be granted for abnormal rainfall shall be taken as zero.

The rainfall records applicable in respect of this Contract are those recorded at Weather Station No 513 314A and shall be those used for calculating the extension of the Time for Completion on account of abnormal rainfall.

The following values of Nn and Rn are to apply:

MONTH	Nn (day)	Rn (mm)	MONTH	Nn (day)	Rn (mm)
January	1.6	74	July	1.1	51
February	2.6	95	August	1.7	51
March	2.9	106	September	2.4	93
April	2.0	80	October	2.7	95
May	1.2	55	November	2.4	90
June	1.1	40	December	2.0	74
TOTAL	11.4	450		12.3	454

The Contractor shall be permitted to take his own rainfall measurements on site subject to the Engineer's approval, but access to the measuring gauge(s) shall be under the Engineer's control. The Contractor is to provide and install all the necessary equipment for accurately measuring the rainfall as well as to provide, erect and maintain a security fence plus gate, padlock and keys at each measuring station, all at his own cost.

P **ANNEXURE P**
CONTRACT PRICE ADJUSTMENT SCHEDULE



Cpa.tif