10.2. Should the Contractor damage underground cable or pipes, or any other damage on property belonging to the Department, or any private property including buildings, paving, roads, fences, walls or grounds contiguous to the premises of the Department, the Contractor will be required to repair, in a perfect and workmanlike manner, all damage to the approval of the Engineer.

10.3. The cost of making good such damage, will be met by the Contractor as this must be covered by the Contractor's works insurance.

11. DAILY RAINFALL RECORDS

11.1. Submission of rainfall figures is required for the granting of permission of extending the contract period on the basis of inclement weather. If none are kept, or if the measured rainfall was not excessive, did not notably hinder the works, and/or did not deviate drastically in terms of the average number of rain days or total rainfall for the month for the area, the Department is under no obligation to grant extension of the completion period on the grounds of inclement weather.

11.2. Refer to GCC 5.12.1 (Extension of time for Practical Completion).

12. INSPECTION OF WORK

12.1. The Departmental representative may at all reasonable times have access to the site where work is being executed for inspection purposes.

12.2. The Engineering Representative may request that evidence of the quality or strength of any materials be supplied by the contractor wherever necessary.

12.3. The Engineer must inspect and approve all reinforcement and formwork/ shuttering if applicable, prior to pouring any concrete.

13. NOTICE OF COVERING WORK

13.1. The Contractor shall give due notice to the Engineering Representative whenever any work or materials are intended to be covered in with earth or otherwise in order that their correct dimensions and quality may be ascertained before being covered.

13.2. If any such work or materials are covered without such notice having been given, the work or materials shall be uncovered at the Contractor's expense on instructions given by the Engineering Representative.

14. SUB-CONTRACTED WORK

14.1. GCC 2015, Section 4.4 (Sub-contracting) will apply.

14.2. The contractor shall not sub-contract the entire contract.

15. INSURANCES

15.1. Refer to GCC 2015 section 8.6.1 (Insurances)

15.2. Before the commencement of any work, the Contractor is required to provide written proof of the following insurances for the project awarded to them:

15.2.1. Insurance against damage, destruction or loss to 50% of the value of the contract.
15.2.2. Public Liability insurance.
15.2.3. All risks (works) policy and Political.

15.3. The Contractor shall provide the Engineering Representative with proof that Insurance has been obtained for the contract period.

16. OCCUPATIONAL HEALTH AND SAFETY

16.1. Bidders (including those sub-contractors and/or suppliers who are preparing prices/quotations for submission to the main bidder) must ensure that they make adequate financial provision in their bids for full compliance with the *Occupational Health and Safety Act (85/1993): Construction Regulations, 2014,* as published in the *Government Gazette* of 7 February 2014, or later amendments thereto. Financial provision shall therefore be made by each Bidder for, inter alia, the following:

16.1.1. Carrying out and documenting risk assessments of all work to be carried out under the contract.

16.1.2. Preparation of safe work procedures.

16.1.3. Preparation of an H&S plan, discussing it with the Department, and then amending it as agreed.

16.1.4. Preparation of a Project H&S File to include all requirements of Table 1 and Appendix 2A.

16.1.5. Contractor to complete the Contractors Health and Safety Declaration in Appendix 2A.

Table 1 – OHS Requirements and submission dates

PAM Item No.	Requirement	OHSA Requirement	Submission Date
2.1	Notification of Intention to Commence Construction / Building Work	Complete Schedule 1 (Construction Regulations)	7 days before commencement on site
2.2	Assignment of Responsible Person to Supervise Construction Work	All relevant appointments, as per OHS Act and Construction Regulations.	7 days before commencement on site
2.3	Competence of Responsible Persons	Department Requirement & OHS Act	Together with H&S plan
2.4	Compensation of Occupational Injuries and Diseases Act (COIDA) 130 of 1993 (Certificate)	COIDA Requirement	Together with H&S plan
2.5	Health and Safety Organogram	Department Requirement	Together with H&S plan
2.6	Initial Hazard Identification and Risk Assessment based on the Department's assessment	Construction Regulations.	Together with H&S plan
2.7	Medical Certificate of Employees	Construction Regulations	Before commencement of construction.

16.1.6. Regular updating of all of the above

16.1.7. Provision of medical certificates of employees.

16.1.8. Provision of PPE and protective clothing for employees.

16.1.9. Complying with all H&S requirements for the duration of the contract. In case of observed non-compliance, the contractor will be requested to cease all work and take corrective action.

16.1.10. Provision of forced ventilation (as required when working in confined spaces).

16.1.11. The completion and checking of the safety file upon completion of the works and handing it over to the Department.

16.1.12. The bidder is to indicate in Appendix 2A – Tables 1.1 and 1.2 the bid amounts for the OHS related items.

16.1.13. To enable the Department to appraise the allowances that bidders have made for H&S in their bids, so that he/she can fulfil his/her obligations in terms of Clause 7 of the Construction Regulations, separate items (A.1.2.8 - Fixed) and A.2.2.6 – (Time Related) have been included in the Bill of Quantities for Health and Safety.

16.2. Failure to submit realistic prices for the scheduled H&S items is likely to prejudice the bid.

16.3. The Principal Contractor and Sub-Contractors must submit proof of compliance with the OHS requirements Table 1 (see above) with the construction phase H&S plan where applicable.

16.4. The successful bidder shall be required to submit the Contractor's Health and Safety Plan as required in terms of Regulation 7 of the Occupational Health and Safety Act 1993 Construction Regulations 2014.

16.5. The Contractor shall pay particular attention to watching and warning lighting and must provide any necessary barriers, etc., required for the protection of the public in terms of the Act.

17. QUANTITIES OF WORK

17.1. The Contractor shall receive payment only for the works actually executed and approved by the Engineering Representative.

18. PROGRESS PAYMENTS

18.1. For construction works, payment shall only be paid for claims that are commensurate with the works actually executed and complete.

18.2. Payment for construction items will only be made against the progress as pertaining to built/installed items. Movable construction items and materials on site are generally **excluded** from progress payments until they have been fully installed or fitted or built up.

18.3. No advances will be paid for deposits to be paid by the contractor to specialist supply companies, unless such has been explicitly agreed upon in writing by the Engineer before commencement of the works.

18.4. If any item or part of an item in an invoice is disputed by the Engineer, the Engineer shall give notice of such with reasons.

18.5. The Engineer may elect to use a payment schedule that apportions a weighting for the various work phases, in those cases where the actual pricing schedule is not available or lacks balance.

18.6. With generally one month between the issuing of payment certificates, and 2-4 weeks between the submission of the claim and payment, **the contractor must be able to carry about 6-8 weeks of expenditure** before he/she gets paid.

18.7. The contractor shall be paid in up to a **maximum of Ten (10) part payments,** not exceeding the number reflected on the official Order.

18.8. Part payments will be made after the Department has certified the progress per work phase, and after successful delivery and installation (if and when required) of supply items, all in accordance with the Clause 19 (Retention).

18.9. Work Phases/ BoQ line items do not have to be completed in their entirety in order to be included in a claim. An estimate will be made by the Engineering Representative of the degree of progress, expressed as a percentage, made with the work phase or line item. More than one work phase can be included in a claim.

18.10. Part payments will be made after the Engineering Representative has approved the work and will be made in accordance with the Retention clause (19).

18.11. The penultimate payment occurs after *Practical completion*. The final payment will be made at *Final (Approval) completion* after the 3 months' liability period when the contractor has dealt with all defects, if any.

19 RETENTION MONEY

19.1 If no, or the wrong type of performance guarantee is submitted by the contractor, or if such a submission is in the wrong format or too late, a 10% retention will be automatically withheld on each of the payment certificates up to but not including Practical completion. Refer to SCC clause 23 (Completion of the Works) and GCC (2015) 6.2.2. (Contractor failing to select or provide security).

19.2 In case a bank/insurance/performance guarantee was issued, the retention will be 5%.

19.3 The Department will pay out half of this retention, or 10% (5%) of the bid value as part of the second last payment at **practical completion** of the works. The remainder, *viz* 5% (2.5%), will be paid out at towards the end of the defect liability period, 3 months after Completion of Works, the bidder having eliminated all defects, if any.

19.4 In some instances, the Employers Agent may decide to shorten this period order to allow all payments to be completed within the financial year. However, this is **not** a given and the Contractor will be notified if such would be the case.

19.5 GCC 2015 – Sections 6.10.3 (Retention Money) and 6.10.5 (Payment of Retention money) have reference.

20 DEFECT LIABILITY PERIOD

20.1 The defect liability period is 3 calendar months calculated from the date of the issuing of the Works Completion Certificate.

20.2 The contractor shall unconditionally guarantee all materials; workmanship related to the works for that period. The guarantee shall cover any defects due to inferior materials and/or workmanship of the Contractor, or any of his sub-contractors, fair wear and tear excepted. The Contractor shall repair, remedy or replace any such defects, part or complete works without delay and at his own cost.

21 CONTINGENCIES

21.1 An amount of 10% of the subtotal for all materials, equipment and services has been set aside for Contingencies. This allowance will only be accessed for unscoped work and/or unforeseen additional expenditure not covered in the contract. **Payment of the Contingencies allocation is therefore not a given**, as the occurrence of limited, or even absence of any approved Contingencies will reduce the total amount paid out for this contract.

21.2 Written approval from the Engineering Representative for the use of the Contingencies allocation is required *before* any purchases can be made or any work is started from this allocation.

21.3 After the need for contingencies has been identified and approved by the Engineering Representative, the contractor will submit a quote for approval to the Engineering Representative for the contingency items and services agreed upon, and as much as possible rates and amounts for materials and services that were already covered in the original pricing schedule, will be used. Where these are not available, suppliers' quotes are to be submitted with the Contractor's quote for the agreed upon contingencies.

21.4 The total costs of all contingencies shall not exceed the total of the Contingencies allocation for the project (10% of the net contract value before VAT), plus the possible savings made on other work items, unless official permission for a Variation Order has been granted before the additional work has been approved. The Engineering Representative will take a decision whether the additional work will be warranted and will communicate that decision to the Contractor.

22 TIME FOR PRACTICAL COMPLETION & DUE COMPLETION TIME

22.1 The project has to reach practical completion within **Two (02) months,** calculated from the date of the site handover.

22.2 The whole of the Works shall be completed within the Due Completion Date at Completion of Works, which in this case will be no later than **Three (03) months** after the site hand over.

22.3 If the Works are delayed by any cause beyond the Contractor's control, the Contractor shall have the right within twenty-one days of any such cause of delay arising, to apply in writing to the Department to extend the date of completion, stating the cause of delay and period of extension applied for.

22.4 The Department upon receipt of such written application may by order in writing extend such date of completion by a period to be determined, or may refuse to extend such date of completion, or may postpone giving a decision upon such application until completion of the Contract period set out in sub-clause (a) of this clause.

22.5 The date of completion will be extended only to the extent approved by the Department.

22.6 Should the Contractor fail to apply in writing for an extension within the time set out above, or should the Department refuse to grant any extension in writing, then the Contract period provided shall not be exceeded.

22.7 When the Works are completed the Department will give a completion certificate, and the date of such certificate shall be the date of commencement of the guarantee period.

22.8 Refer to the GCC 2015 Clause 5.14 (Completion) and the relevant clauses of sections:

2.2	Adverse physical conditions	5.5	Time for Practical Completion
2.3	Technical data	5.10	Delays attributable to the employer
2.4	Ambiguity and discrepancy	5.12	Extension of time for Practical Completion
4.8	Facilities for others	5.13	Penalty for Delay

23 COMPLETION OF THE WORKS

23.1 Work completion will be established over three stages.

23.1.1 Practical completion

This is defined as the stage when the works are found to be substantially complete and can be used for the purposes intended. This assessment will be solely made by the Engineer. When the Contractor thinks he has completed the works, an inspection will be made by the Engineer who will draw up a list of patent defects, commonly known as a "snag list", if any. *Patent defects* are defects that are visible or discoverable upon an ordinary and proper inspection.

23.1.2 Completion of Works

This stage will be reached after the Contractor has, to the sole assessment of the Engineer, fixed all defects listed on the snag list. It is at works completion that the Contractor will be paid out 50% of the retention money.

23.1.3 Final Approval completion

Final Completion occurs after the end/expiry of the liability period, 03 months after Completion of Works.

23.2 Completion Certificates for Practical Completion, Completion of Works and Final Approval Completion will be issued by the Engineer after the respective construction phases have been completed.

24 PENALTY CLAUSE / FINES FOR LATE OR NON-COMPLETION

24.1 If the contractor does not complete the work within the time stipulated and no extenuating circumstances can be given for the delay, the Department may impose a fine as detailed below. The total will be subtracted from the retention allowance.

24.2 If the contractor fails to complete the works and the Department is forced to employ another contractor to complete the works, the defaulting contractor will be held liable for the costs as far they exceed the original total Bid value.

24.3 The Contractor a penalty for late completion of **up to 0.05% of the order value per working day delay.** This will be deducted from the retention.

24.4 Refer to GCC 2015 Section 5.13 (Penalty for delay).

25 BALANCING OF THE BID

25.1 In order to ensure that payments certified by the Employer's Agent are reasonably consistent with the market value of the work done, and that variations in quantities do not distort the contract valuation, the rates, prices and amounts tendered in the Bill of Quantities are required to be in balance.

25.2 A bid will be considered to be out of balance if:

25.2.1 The combined, extended total tendered for the Contractor's General Obligations (Preliminary & General):

25.2.1.1 Fixed Charge Preliminaries
25.2.1.2 Time-Related Preliminaries
25.2.1.3 Provisional Sums

Exceeds a maximum of 15 % of the contract value (excluding contingencies, contract price adjustment and VAT).

25.2.2 The rate, price or amount tendered for any other item, (taking into account the possible inclusion into the item of other costs factors for the item, like installation and transport), differs substantially from market-related price as determined for that item at around the closing date of the bid.

25.2.3 These adjustments in rectification will be such that increases are balanced by decreases, leaving the bid amount itself unchanged.

25.2.4 Adjustments to be made and agreed upon with the Employer within five (5) working days of having been given written notice by the Employer to make adjustments, failing which the bid may be cancelled.

APPOINTMENT OF A SERVICE PROVIDER FOR THE COMPLETION OF THE EXISTING STUDENT ABLUTION AT OWEN SITHOLE COLLEGE OF AGRICULTURE (OSCA) – UMHLATHUZE LM UNDER KING CETSHWAYO DISTRICT

C | TERMS OF REFERENCE

1. BACKGROUND

1.1. The Owen Sithole College of Agriculture (OSCA) is a provincial agricultural training and research institution. The College plays a significant role in agricultural education, research and skills development.

1.2. Achieving and maintaining high levels of growth in the agricultural sector remains a key national policy objective and is accorded with high priority within the programmes of the KwaZulu-Natal Department of Agriculture and Rural Development (hereinafter referred to as the Department).

1.3. The Department seeks to contribute to economic growth within the agricultural sector by promoting the commercialization of the small-holder farm sector, increasing opportunities for both skilled and unskilled employment, and enhancing food security.

1.4. An ablution facility was initiated at the College to provide secure adequate sanitation facilities for staff, students and visitors. A site assessment established that the masonry superstructure has been constructed to roof level, but the building remains incomplete: there is no roof, the floor has not been constructed, and internal/external finishes, doors, windows, plumbing and electrical installations remain outstanding. The building cannot currently be occupied.

1.5. This BID Specification Document deals with the appointment of a suitably qualified Service Provider, with a **CIDB grading of at least 1GB**, for the completion of the outstanding works to the storage and ablution facility, in a timely and cost-effective manner.

2. OBJECTIVE

2.1. To appoint a suitably qualified Service Provider for the completion of the OSCA student ablution facility – including roofing, floor construction, internal and external finishes, doors and windows, and plumbing and electrical installations connected to the College's existing services within the completion time limits and complying with the technical and quality norms and standards set for the works.

3. SCOPE OF WORKS

3.1. The contract covers the following (refer to Section D for the detailed Scope of Works):

3.1.1. Site clearance.

3.1.2. Site establishment, completion of the floor: selected fill, damp-proof membrane, reinforcement mesh, reinforced concrete slab, screed and ceramic floor tiles.

3.1.3. Construction of a mono-pitch roof, tied into the existing adjacent building, complete with IBR Chromadek sheeting, flashing, fascia boards, gutters and downpipes.

3.1.4. Internal and external building finishes: plastering, ceramic wall tiling to wet areas, painting and Rhinolite ceilings.

3.1.5. Supply and installation of doors (complete with frames and ironmongery) and aluminium windows to the ablution facilities.

3.1.6. Plumbing installation: water supply pipework, sewer drainage connection to the College's existing network, sanitary fittings (toilet suites, wash-hand basins, taps), and testing and commissioning.

3.1.7. Electrical installation: distribution board connection, internal wiring, lighting, switches, socket outlets, earthing, testing, commissioning and Certificate of Compliance.

3.1.8. Compliance with all applicable building codes, health and safety regulations, and environmental standards during construction.

3.1.9. Site clean-up and removal of all construction debris upon completion

3.2. Refer to the attached **typical ablution layout plan** with details of these works specified in both the Section: Standard Technical Specifications and Project Particular Specifications.

4. LOCATION

4.1.	District:	King Cetshwayo District
	Local Municipality	Umhlathuze LM
	Site Co-Ordinates:	**28°38'22.63" S 31°56'19.65" E**

4.2. The project site is located approximately 20km north of Empangeni and about 35km from Richards Bay.