APPOINTMENT OF A SERVICE PROVIDER FOR THE MAINTENANCE OF SELECTED BUILDINGS AT OWEN SITHOLE COLLEGE OF AGRICULTURE (OSCA) - UMHLATHUZE LOCAL MUNICIPALITY – UNDER KING CETSHWAYO DISTRICT

August 2026

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A | GENERAL NOTES AND DISCLAIMER

1 COMPLETENESS OF THE DOCUMENT

1.1 The information provided in this document is done in good faith. Information regarding subsurface conditions, materials on site and other site information supplied is for the contractor's convenience, as an indication of conditions likely to be encountered.

1.2 No responsibility will be accepted for, and there is no guarantee of the information being representative of the whole area of the works or materials.

1.3 The information provided will not be regarded as in any way limiting the Contractor's responsibilities. He/ She will be held to have satisfied him/herself of all conditions to be encountered on site and to allow accordingly in his/her tendered rates.

2 APPLICABLE STANDARDS

2.1 The South African Bureau of Standards, Standard Specifications for Civil Engineering Construction (SABS 1200) with particular reference to *SANS 10400 General principles and requirements, latest version* shall apply to this Contract together with additional amendments as set out herein.

2.2 The Contractor shall have available for reference on site at all times a full set of the above specifications, together with any other to which they refer.

2.3 These specifications shall remain the property of the Contractor but shall be made available to the Engineer whenever required throughout the duration of the Contract.

2.4 As for the Design elements of the contract, SANS 10160-1:2019: *"Basis of structural design and actions for buildings and industrial structures." will apply.*

3 CONTRACT DOCUMENTS

3.1 This contract is governed by the conditions of the Special Conditions of Contract (Section B1 & B2) and must be read in conjunction with the referenced Drawings of Appendices 4 and 5A & B.

3.2 If the contractor has the impression that the information provided in the drawing(s) and the technical specifications/Schedule of quantities contradict each other or are perceived to be ambiguous, (s)he should point this out to the Engineer and ask for clarification at an early stage, but not later than before the commencement of any construction.

3.3 The same applies for purported differences between the technical specifications and schedule of quantities.

4 ERRORS

4.1 Whilst efforts have been made to ensure correctness of the document, especially regarding Technical Information; Bill of Quantities, formatting; numbering and referencing etc. the onus lies with the contractor and those utilizing this document to verify all information and to confirm such, especially during pricing.

4.2 In instances were works/items are referenced in the Technical Information but omitted in the Bill of Quantities, and the error is picked up before the job is awarded, an amended BoQ will be sent for pricing before closure of the bid/quote. If the error only comes to the light after award of the job, the omitted item(s) will be paid for from the Contingencies allocation, after a market related quote was submitted by the SP and approved by the Engineer, and installation of the item has taken place.

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B | SPECIAL CONDITIONS OF CONTRACT
Section 1: Amendments to GCC 2015 (3rd Edition)

This contract will be governed by the General Conditions of Contract (GCC 2015 - Third Edition), as per the amendments tabled below (Section B1), as well as by additional Special Conditions of Contract (SCC) (Section B2). If any of the GCC clauses were to contradict or differ from the SCC, the SCC one(s) will prevail.

GENERAL CONDITIONS OF CONTRACT AS PER GCC 2015 (III) AMENDMENTS

AMENDMENTS TO THE GCC 2015-THIRD EDITION CONDITIONS OF CONTRACT – MAY 2024

#	SECTION	ACTION	CLAUSE	AMENDMENTS
1	1.2.1	Insert	1.2.1	Any written communication "*(be it electronic or otherwise))* between the parties […] etc
2	1.2.1	Add	1.2.1.3	Extra subclause: "*1.2.1.3 it can be established that any means of electronic written notification by email, short message service or otherwise, can reasonably be expected to have been received by the addressee."*
3	2.2.4	Add	2.2.4.2	*"In addition, the total of the additional works should not exceed the balance of the Contingencies or, if applicable, the approved Variation Order amount."*
4	2.3	Add	2.3.2	*The contractor is to provide an estimate of the costs of the additional work, if possible on the basis of his rates as per the Pricing data and/or quotes from suppliers. The costs shall not exceed the balance of the Contingencies allocation for the project, unless permission for a Variation Order has been granted before the additional work has been approved. The Employer's Agent will make a recommendation to the responsible manager who will subsequently take a decision whether the additional work will be warranted, and will communicate that decision to the Contractor.*
5	3.1.1	Replace	3.1.1	"A registered professional in a built environment profession that is appropriate to the Scope of Work" by: "*an Engineering professional in an Engineering field that is appropriate for the Scope of Work, e.g. Agricultural and/or Civil Engineering"*
6	3.3.1	Insert	3.3.1	The Employer's Agent shall be entitled, "*but not without giving prior notice to the Contractor*", to appoint a person […]etc
7	3.3.3	Remove	3.3.3	*"Notwithstanding the aforesaid"* the powers and […] etc.
8	4.2.2	Add	4.2.2	[…] in terms of Clause 3.3.4. *"Should the Employer's Agent find that works were executed or items were purchased that he could not approve of and was not consulted about on instruction of any other persons, he is entitled to instruct the contractor to correct the disputed works at his own costs".*
9	4.4.2	Add	4.4.2 (2)	Sub-clause (2): "*The Department reserves the right to negotiate with the contractor the use of a sub-contractor if it is felt that the subcontractor nominated by the Contractor is likely to be unable to successfully implement the proposed works."*
10	4.4.5	Remove	4.4.5	Any appointment of a subcontractor "*in accordance with clause 4.4.4"* shall not amount to, etc.
11	4.5.3	Insert	4.5.3	*"Unless specified otherwise in the procurement document",* the Contractor shall be […] etc.
12	4.7.1	Insert (2x)	4.7.1	[…] instructions for dealing therewith. "*The notification duty equally applies to the discovery of graves with human remains."* If, by reason of such instructions, the Contractor suffers delay to Practical Completion and/or incurs proven additional cost he can make a claim in accordance with Clause 10.1.
13	5.3.2	Replace	5.3.2	Replace "within the number of days stipulated in the Contract Data from the Commencement Date", by *"at the site handover, or at the latest two (02) weeks after site handover, but before commencement of any works",*
14	5.3.2	Replace	5.3.2.1	Replace "terminate the Contract in terms of Clause 9.2:" by: *"suspend the commencement of the work until such time that the documentation is in order".*

AMENDMENTS TO THE GCC 2015-THIRD EDITION CONDITIONS OF CONTRACT – MAY 2024

#	SECTION	ACTION	CLAUSE	AMENDMENTS
15	5.3.2	Add	5.3.2.2	Sub-clause: *"(2) In the sustained absence of the correct documentation, the Employer will terminate the Contract in terms of Clause 9.2."*
16	5.10.1	Remove	5.10.1	*"The Contractor may, in writing to the Employer's Agent, demand compliance within a stated time by the Employer with the terms of the Contract, which terms shall be specified in such demand."*. If the Contractor suffers[…] etc.
17	5.10.1	Rephrase	5.10.1	If the Contractor suffers delay to Practical Completion and/or incurs proven additional cost from failure or delay on the part of the Employer, his agents, employees or other contractors (not employed by the Contractor), the Contractor "*can submit for consideration to the Employer's agent an Extension of Time for Practical Completion and/or monetary compensation request*" in accordance with Clause 10.1 within 28 days after the cause of the delay occurred.
18	5.13.1	Replace	5.13.1	[…] "the sum stated in the Contract Data" By: "*an amount of up to 0.05% of the contract sum minus the Contingencies*"
19	5.13.1	Remove	5.13.1	*"including special non-working days"*
20	5.13.1	Insert	5.13.1	[…] Practical Completion. "*This amount shall be subtracted from the Retention moneys and/or from the claim of one of the part payments*". The imposition or […]
21	5.14.1	Replace	5.14.1	"to the requirements for achieving practical completion as set out in the Contract Data" by: *"to the extent that the works can be used for the purpose they were intended."*
22	5.14.3	Add	5.14.3.3	*"The Contractor will not be responsible to repair wear and tear to the facility as a result of the occupation before completion."*
23	5.14.4	Insert	5.14.4.1	"As soon as the work referred to in the further list "*(Snaglist")* issued in terms of […] etc
24	5.14.4	Insert	5.14.4	Certificate of Completion *"of Works"*.
25	5.15.1	Add	5.15.1	*"Usable surplus materials that have been fully paid for should be left on site, provided they are not obstructing access, are no source of pollution, nor an eyesore, and the owners of the site are in agreement, and have established, in consultation with the Employer's agent, that the use of the items left behind does not constitute a health hazard.*
26	5.14.5	Insert	5.15.5	Certificate of Completion *"of Works"*
27	5.14.5.4	Replace	5.14.5.4	"Employer" by: *"beneficiary/ies"*
28	6.1.1	Add	6.1.2	Subclause: *This is a re-measurement Contract in terms of Clause 1.1.1.28 in which the Contractor is paid an amount determined from the actual quantities of work completed multiplied by the rates or prices for such work subject to adjustments in accordance with the Contract.*
29	6.2.1	Insert	6.2.1	[…] Employer's Agent, "*if so requested in the Special Conditions of Contract for this Contract or the SLA",* as part of the […], etc.
30	6.4.1.4	Add	6.4.1.4	[…] of Clause 6.5, "*if the pricing schedule solicited rates for day work items".*

AMENDMENTS TO THE GCC 2015-THIRD EDITION CONDITIONS OF CONTRACT – MAY 2024

#	SECTION	ACTION	CLAUSE	AMENDMENTS
31	6.4.1	Add	6.4.1.5	*"Alternatively, the Employer's Agent may issue an instruction to the Contractor to submit a quote for those items required for the additional work on the basis of supplier quotes, and combine these, if applicable, with day work rates, if these are available. The Contractor will in this case be compensated on a proven cost, plus mark-up basis."*
32	6.6.1.2.1 6.6.1.2.2	Replace	6.6.1.2	Executed by a subcontractor appointed in terms of Clause 4.4.3, the Contractor shall be paid the sum or sums paid or due to be paid by him to the subcontractor, *"plus the mark-up percentage stated by the Contractor in his Pricing Data, or, in the absence thereof, a default mark-up of 10%."*
33	6.6.3	Add	6.6.3	[…] Contract price *"and will not be paid out to the Contractor"*
34	6.7.1	Add	6.7.1.1 6.7.1.2	*"Should, in the view of the Contractor, the quantities or volumes provided in the Bill of Quantities/Pricing Data differ substantially of those required for the Works, he should point such out to the Employer's agent who will subsequently consider if:* *6.7.1.1 The degree to which the volumes and quantities exceed the ones provided in the Pricing data would warrant payment from the Contingencies allocation;* *6.7.1.2 Reduced numbers, volumes and quantities would warrant consideration as savings."*
35	6.8.1	Add	6.8.1	*"with the exception of the cases mentioned under clauses 6.8.2, 6.8.3, 6.8.4 and 6.8.5."*
36	6.8.2	Add	6.8.2	"set out in the Contract Price Adjustment Schedule" *"(Section 11.2)."*
37	6.8	Add	6.8.5	<u>New section:</u> *"6.8.5 Price adjustments through balancing of the pricing data* *"6.8.5 Should the Engineering Agent find that the rates of prices of individual line items of the original Pricing are not realistic, the Employer's Agent may request the Contractor to balance the Pricing Data and amend the items under consideration upwards or downwards to bring them in line with market values and submit them for approval to the Contractor, who will not unreasonably reject them. If accepted, these adjusted values become binding throughout the Contract period."*
38	6.9.4	Add	6.9.4	At end of clause 6.9.4: […] incorporation in the Permanent Works. *"Any surplus material that has been fully paid for should be left on site after completion of the Works, adhering to the provisions made under Clause 5.15.1."*
39	6.10.1	Replace	6.10.1	"With regards to […] as the Employer's Agent may require) and" […] <u>By:</u> *"The Employer's Agent after having inspected the Works shall prepare a payment certificate provided that enough progress is made, and send it to the Contractor for consideration. After the Contractor and the Employer's Agent have agreed on the valuation, the Contractor will submit an invoice for payment.* The Employer's Agent shall, by signed payment certificates issued to the Employer and the Contractor, certify […] etc.

#	SECTION	ACTION	CLAUSE	AMENDMENTS
40	6.10.2	Insert	6.10.2.1	Extra sub clause *before* present clause 6.10.2 (Present section 6.10.2 becomes 6.10.2.1): *"6.10.2.1 No valuation of or payment for materials will be made that have not been installed or otherwise been incorporated in the Works, unless the Employer's Agent has approved a written request for a special arrangement in this regards, prior to the delivery of the materials to site. The request should detail the type and quantities and/or volumes of the materials, and the estimated total value, including transport and delivery to site, of the materials, which will exclude plant and building equipment."*
41	6.10.2.2	Insert	6.10.2.2	Present clause 6.10.2 becomes 6.10.2 2*:* insert before start of sentence) *"6.10.2.2 Should the Employer's Agent grant in principle approval for materials delivered to site to be included in the valuation",* the Contractor shall deliver with his statement, pursuant to Clause 6.10.1.5, copies of invoices or receipts in respect of the purchase and delivery of the materials for which the Contractor claims payment.
42	6.10.2.3	Replace	6.10.2.3	"6.10.2.3 The valuation of such materials shall be shall be "based on" by: *"50% of the total' of* the purchase price […] etc.
43	6.10.3	Add	6.10.3	[…] Contract data. *"Apart from the retention percentage as stated in the contract data, there will be no limit to the amount of Retention money, unless the Contractor has submitted a bank guarantee, in which case the Retention limit will be 5% of the contract value minus the contingencies*
44	6.10.6	Remove	6.10.6.2	Entire sub section.
45	7.5.3	Correction	7.5.3	[…] in writing (in which even the shall be deemed to" to be corrected to […] in writing, in which *event the Employer's Agent* shall deemed to have given, etc
46	Chapter 10	Refer	Chapter 10	Where GCC 2015 clauses regarding Claims & Disputes would deviate from procedures used by KZNDARD Legal Services, the latter will prevail.
47	CPAS	Replace	11 11.1 11.2 11.2.1 11.2.2 11.3	Entire Contract Price Adjustment Schedule by*:* *11. CONTRACT PRICE ADJUSTMENT SCHEDULE* *11.1. Contract Price adjustments (CPA's) would only apply to those contracts that actually HAVE price adjustment provisions included in them. Most contracts are of the Fixed Price type.* *11.2. For the determination of contract price adjustment factors, the latest STATS SA Construction Materials Price Indices Statistical Releases will be used. The following tables will be used:* *11.2.1. Table 1 (CPAP Work Group Indices);* *11.2.2. Table 2 (Construction Input Price Index (CIPI) – Material Purchases By Type of Service.* *11.3. Project specific weightings will be used and applied to the relevant workgroups of Tables 1 and 2.*

B | SPECIAL CONDITIONS OF CONTRACT
Section 2: Additional Special Conditions

1. *These Special Conditions of Contract (SCC) should be read in conjunction with the General Conditions of Contract for the Construction Industry, GCC 2015 (Third edition) clauses, as amended.*
2. *If any of the Special Conditions of Contract (SCC) clauses listed below would contradict, or in any way deviate from a corresponding clause of the GCC 2015, the SCC one will prevail.*

B2 | SPECIAL CONDITIONS OF CONTRACT - ADDITIONAL

1. CONSTRUCTION PERIOD, DUE COMPLETION DATE & CONTRACT PERIOD

1.1. The total contract period will be **six (6)** months.

1.2. The contract period will start at site handover and finish with the end/expiry of the liability period.

1.3. The completion period from the site handover up to practical completion of the project will be **two (2)** months. The commencement of work should be no later than 14 days after the handover.

1.4. Works Completion shall be **no later than 1 month** after practical completion, when all outstanding work from the snag list has been attended to.

1.5. The defect liability period will be **three (03) calendar months**, calculated from the date of Completion of Works.

2. COMPETENCY OF THE SERVICE PROVIDER

2.1. It is estimated that tenderers should have a CIDB contractor grading designation of **2GB** or higher. The contractor is to submit evidence of his/her OWN **Active** registration

3. WATER AND POWER

3.1. The Contractor shall make the necessary arrangements for the provision of any water and power and will make sufficient backup arrangements to mitigate the effects on the progress of the work due to scheduled or unscheduled power outages.

3.2. No payment will be made for the provision or use of these services, other than via the relevant line items in the Preliminary & General section of the Pricing Schedule.

4. LOCATION OF CAMP

4.1. No housing is available on site, but the Contractor can make arrangements with the beneficiaries for temporary accommodation for staff or labourers.

4.2. The camp should be outside of the demarcated construction site. As per SCC 8.5.

4.3. No persons other than a night watchman may sleep in the camp, without the approval of the beneficiaries.

4.4. The contractor is to make portable toilets available for his staff and workforce, and place these in consultation with the livestock association or beneficiaries.

5. HOUSING OF CONTRACTOR'S EMPLOYEES

5.1. The Contractor shall make his own arrangement for housing, payment and feeding his employees and transporting them to and from the site.

5.2. The Contractor is in all respects responsible for the housing and transporting of his employees, and for the arrangement thereof, and no extension of time due to any delays resulting from this, will be granted.

6. LABOUR SOURCE & CAPACITY

6.1. The Contractor will be required to satisfy the Department that a sufficient and experienced labour force is employed or that sufficient experienced labour can be acquired to complete the services and produce an acceptable quality of workmanship.

6.2. The Contractor is encouraged to source labour from the local community. The Contractor will negotiate with the participants in this regard to establish all the conditions for the utilization of the local labour.

6.3. If applicable, the Contractor is required to comply with any existing Expanded Public Work Projects (EPWP) prescriptions that may exist concerning the creation of job opportunities during the implementation of the Works.

6.4. The Contractor will be responsible for all hiring, payment, housing and transport of all labour used for the duration of the contract.

7. SECURITY & RISK

7.1. No one shall be allowed on the construction site after normal working hours except for the necessary security personnel.

7.2. The Contractor shall also be responsible for safeguarding all his/her plants, machinery, equipment and materials on site. The Employer's Agent shall not be responsible for any lost, damaged or stolen property or materials. Should any of these situations arise, no allocations will be made in terms of finances or time.

8. MATERIALS: DELIVERY, ON & OFF-LOADING, STORAGE & RESPONSIBILITY

8.1. The Contractor shall be responsible for the safe delivery, loading, off-loading, handling and storage of any equipment and materials on site.

8.2. All equipment, materials and plant stored on site must be suitably protected against damage or loss by theft or otherwise.

8.3. The Contractor shall remain fully responsible for all material and plant etc. until the completed works and site have been officially handed over.

8.4. The placement and use of a temporary shipping container inside the precinct for the storage of tools and equipment will be allowed, provided that prior approval for such, including the location of the container, will have been obtained from the Farm Manager or his representative.

8.5. The Contractor must demarcate the work site clearly, using danger tape or other suitable means as per the requirements of Occupational Health and Safety (OHS) regulations.

9. EXISTING ROADS, MUNICIPAL PAVEMENTS, ETC.

9.1. The Contractor is advised that he will be held responsible for any damage to the existing paving, roads, municipal pavements, fences, boundary walls, etc., and will have to repair such damage at his/her expense.

9.2. Refer to GCC 2015 (III) Clauses 8.4 (Indemnifications) and 8.5 (Reporting of Accidents).

10. DAMAGE TO PROPERTY

10.1. If such services are discovered, immediate notification must be made to the Department and all work in the vicinity of such cables, pipes, etc., shall cease until safe to proceed.

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. The Contractor shall provide proof of his registration and good standing with the Compensation Fund, as per the Compensation for Occupational Injuries and Diseases Act No. 130 of 1993, prior to commencement with the Works.

16.1.3. Preparation of safe work procedures.

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

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

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

16.1.7. Regular updating of all of the above.

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.

16.1.8. Provision of medical certificates of employees.

16.1.9. Provision of PPE and protective clothing for employees.

16.1.10. 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.

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

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

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

16.1.14. 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 6 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 clause 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 towards the end of the defect liability period, **three (3)** months after Completion of Works, the bidder having eliminated all defects, if any.

19.4. In some instances, the Employer's Agent may decide to shorten this period 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 **three (3) calendar months** calculated from the date of the issuing of the Works Completion Certificate.

20.2. The Contractor shall unconditionally guarantee all materials and 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 the 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 handover.

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.

22.1.1 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.

22.1.2 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.

22.1.3 Final Approval completion

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

22.2 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 MAINTENANCE OF SELECTED BUILDINGS AT OWEN SITHOLE COLLEGE OF AGRICULTURE (OSCA) - UMHLATHUZE LOCAL MUNICIPALITY – 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. The existing buildings must be maintained to ensure longevity and preserve their structural integrity, thereby guaranteeing safety for their occupants.

1.5. This bid Specification Document deals with the appointment of a suitably qualified Service Provider, with a **CIDB grading of at least 2GB**, for the maintenance of the buildings as specified, together with **associated works** in a timely realized and cost-effective manner.

2. OBJECTIVE

2.1. To appoint a suitably qualified Service Provider for the maintenance of buildings and leave them operational as intended within the completion time limits and complying with the technical and quality norms and standards set for the works.

3. SCOPE OF WORKS

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

3.1. Washing the roof for the main admin building
3.2. Replacement of cracked roof sheeting, if available
3.3. Waterproofing the main admin building roof and flat concrete roof
3.4. Washing the external wall
3.5. Scraping and/or hacking off internal walls that are water-damaged
3.6. Painting the internal and external walls
3.7. Application of insect poisoning in the wall
3.8. Completion of the external wall
3.9. Patching and painting of cracks at the ASD residence
3.10. Installation of downpipes
3.11. Reinstating power supply at the piggery, digging out and rerouting the electric cable, including checking and replacing (if required) all internal electrical work. Ensure compliance with relevant electricity standards.
3.12. Replacement of door frame and fixing of hinges
3.13. Compliance with all applicable building codes such as SANS 10400, health and safety regulations, and environmental standards during construction.
3.14. Site clean-up and removal of all construction debris upon completion.

4. LOCATION

4.1. District: King Cetshwayo District
Local Municipality: Umhlathuze LM
Site Co-Ordinates: 28°38'23" S, 31°56'34" E

4.2. The project site is located approximately 16km North of Empangeni on the old Mtubatuba Road.

D | DETAILED SCOPE OF WORKS

The contract covers the supply, delivery and installation of all materials specified in the Bill of Quantities (BoQ) for the maintenance of selected buildings within the OSCA. This is to ensure longevity and preserve the structural integrity of the buildings, thereby guaranteeing safety for their occupants.

The following is a detailed summary of the scope of works for the maintenance of buildings.

1. Site establishment by contractor.
2. Supply and delivery of all materials listed in the Bill of Quantities to the project site.
3. **Roof Cleaning – Main Admin Building and ASD Residence**

    3.1. Cleaning should include brushing off the surface to remove residues and dirt, followed by pressure washing.
    3.2. Waterproofing: Should the roof leak and/or should cracking of the roof sheets occur, use a suitable patching method and/or replace the cracked roof sheets.
    3.3. Painting: Priming of the replaced roof sheets. Application of first and second coat
    3.4. Roof Drainage: Conduct inspection and cleaning of gutters and clear all vegetation and debris

4. **External Walls**
    4.1. Gentle washing of the brick surface and mortar joints, maintaining the integrity of the brickwork
    4.2. Patching of cracks on the wall
    4.3. Application of necessary poisoning to combat bee infestation
    4.4. Completion of external leaf brick wall using SABS-approved clay stock bricks
        4.4.1. Partially dismantle the damaged external leaf brick wall following a 45-degree mortar line
    4.5. Plastering
    4.6. Painting of the plastered parts and patched areas of the walls

5. **Waterproofing Proofing Works – Lecture Hall 1-3**

    5.1. Removal of the existing waterproofing membranes, screeds, and associated materials as required to allow installation of a new waterproofing system, including lawful disposal at a permitted /licensed landfill facility.
    5.2. Inspection of the exposed reinforced concrete roof slabs, screeds, parapets, and roof shaft structures for defects, cracks, and surface deterioration.
    5.3. Preparation and repair of concrete substrates, including crack sealing and defect remediation, prior to installation of new waterproofing.
    5.4. Application of bonding agents where new screeds are applied to existing hardened concrete.
    5.5. Overlaying or forming new cementitious screeds where required to achieve a minimum fall of 1:50 toward drainage points and a minimum screed thickness of 25 mm, draining to the lowest point.
    5.6. Installation of a new waterproofing membrane system to all relevant horizontal and vertical surfaces, including roof slabs, roof shafts, parapets, and upstands.
    5.7. Installation of waterproofing membranes with a minimum 75 mm side lap and 100 mm end lap, applied to primed substrates using torch-applied or equivalent approved methods.
    5.8. Waterproofing to parapets extending to the underside of copings, including removal and reinstatement of precast concrete copings.
    5.9. Grouting beneath and to reinstated copings using a waterproof grout.
    5.10. Formation of sand-cement coves with a minimum radius of 45 mm at all internal corners between horizontal and vertical surfaces.
    5.11. Application of protective coatings to the waterproofing system, including two coats of an approved protective coating.
    5.12. Execution of flood testing and any remedial works required to achieve a watertight installation in accordance with this Works Information.