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## **ESWATINI NATIONAL STANDARD**

### **Standard for Contractor Performance Reports for Use on Construction Works Contracts**

PUBLIC REVIEW DRAFT

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## **Table of changes**

<b>Clause Changed</b>	<b>Date</b>	<b>Change</b>

## **NATIONAL FOREWORD**

This Eswatini National public review draft Standard was prepared by Technical Committee *SWASA/TC 30 Construction* in accordance with procedures of the Eswatini Standards Authority, in compliance with Annex 3 of the WTO/TBT Agreement.

PUBLIC REVIEW DRAFT

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## Introduction

The Construction Industry Council is mandated to assess the performance of contractors as stated in the CIC Act No.14 of 2013 Section 8 (c) that of contractors “Assess the performance of contractors and thus provide a performance record for contractors”. The Council is further mandated to “Regulate the behavior and promote minimum standards and best practice of contractors” Section 8 (d). It is in this regard that the Council finds it imperative to develop a working reference of uniform guidelines and procedures for the preparation and processing of the Contractor Performance Report. The best practice standard for contractor performance reports provides for a uniform and consistent method of assessment of the performance of a contractor with respect to the following project parameters: Time, Cost, Quality, Health and Safety Management, Management of site conditions and of subcontractors, including payment for Civil, Electrical, Mechanical, Building and Specialised Works.

Users of this document include but not limited to Project Managers, Construction Authority for registration process and grading, procuring entities, etc. CPR allows for contractors to benchmark its performance against national norms thus imperative for performance improvement. Informs the Construction Authority on contractor developments and determine where contractors are lacking in performance. Monitor and check if contractors are developing over time, hence the importance of having standard in place, Additional Also award good performing contractors, thus require a uniform criteria for determining performance of contractors thus showing the key indicators. This standard is applicable to both public and private projects.

The objectives of the contractor performance report is to encourage contractors implement a business culture of continuous improvement for their sustainability and competitive advantage. It also aims to provide management a tool to enhance the management of construction contractors, alliances and professional services contractors performing site activities.

# Standard for Contractor Performance Reports for Use on Construction Works Contracts

## 1. Scope

This standard for contract performance reports provides for a uniform and consistent method of assessment of the performance of a contractor with respect to the following project parameters:

- Time Management
- Cost management
- Quality Assurance management
- Occupational Health and Safety management
- Management of site conditions and
- Management of subcontractors (including payment)

Subject to sufficient contractor performance reports being available, contractor performance reports can be used, amongst others, for the purpose of managing procurement risks through:

- Assessing the suitability of contractors for pre-qualification, selective tender lists or expressions of interest, and
- Adjudication for the award of a contract.

Contractor performance reports also allow for the contractor to benchmark its performance against national norms – thus encouraging performance improvement.

This standard sets out:

- The process and responsibilities by which the contractor performance report is to be completed, and,
- The information required to support as evidence for the contractor performance report.

The standard is limited to Construction works that includes General Building Works, General Civil Works, General Electrical works, General Mechanical Works and specialist works.

## 2. Normative references

The following referenced documents are indispensable for the application of this document. For dated references, only the edition cited applies. For undated references, the latest edition of the referenced document (including any amendments) applies.

This standard should be understood and applied as defined in CIC Act No.14 2013.

*FIDIC Short Form of Contract*

FIDI Red, Silver & Yellow Book  
GCC 2015  
JBCC 2000 Principal Building Agreement  
JBCC Minor Works Agreement  
NEC 3 Engineering & Construction Contract  
NEC 3 Engineering & Construction Short Contract

### 3. Terms and Definitions

For the purpose of this document, the following terms and definitions apply:

**Construction works:** means the provision of goods and services for the development, extension, installation, repair, maintenance, renewal, removal, renovation, alteration, dismantling, or demolition of a fixed asset including building and engineering infrastructure.

**Construction Industry Council:** The Council established in terms of the CIC Act No.14 of 2013.

**Construction Authority:** A legal entity mandated to assess the performance of contractors as stated in construction industry council no.14 of 2013, section 8(c).

**Contract Amount:** Financial value of the contract at the time of the award of the contract, exclusive of all allowances and any value added tax or sales tax which the law requires the employer to pay to the contractor.

**Contractor:** Person or body of persons who undertake to execute and complete that construction works.

**Employer:** Person or organization entering into the contract with the contractor for the provision of construction works.

**Employer's Representative:** Person authorized to represent the employer and named as such in the contract data.

**Reporting officer:** Employer's representative or his/her delegated representative that is authorized to complete the contractor performance reports on behalf of the employer.

**Practical Completion Certificate:** Certificate issued in terms of a contract by the employer, signifying that the whole of the construction works have reached a state of readiness for occupation or use for the purposes intended, although some minor work may be outstanding.

Note: Practical completion is commonly understood to be a state of readiness for occupation of the whole works although some minor work may be outstanding. Practical completion in a construction works contracts occurs when:

- a) FIDIC (International Federation of Consulting Engineers) Short Form of Contract: the date when the Employer considers that the Works have been completed in accordance with the

Contract, except for minor outstanding work and defects which will not substantially affect the use of the Works for their intended purpose.

- b) FIDIC Red, Silver and Yellow Book: the date when the Engineer determines that the Works has substantially been completed and can be used for the purpose intended.
- c) GCC (General Condition of Contracts) 2015 or subsequent document: “Practical Completion” means the date when the Employer’s Agent certifies that the whole or portion of the Works has reached a state of readiness, fit for the intended purpose and occupation without danger or undue inconvenience to the Employer, although some work may be outstanding.
- d) JBCC (Joint Building Contracts Committee) 2000 Principal Building Agreement and JBCC Minor Works Agreement: the date when the principal agent decides that the completion of the works has substantially been reached and can be used for the purpose intended.
- e) NEC3 (New Engineering Contracts) Engineering and Construction Contract: the date when the Project Manager decides that the Contract has reached Completion as defined in the contract.
- f) NEC3 Engineering and Construction Short Contract: the date when the Employer decides that the Contractor has completed the works in accordance with the Works Information except for correcting notified Defects which do not prevent the Employer from using the works and others from doing their work.

## **4. Requirements**

### **4.1 Submission of Contractor Performance Reports**

Completed contractor performance reports (see Annex 1) must be submitted by the reporting officer to the employer’s representative, contractor and other legislative bodies as and when required upon just cause shown:

- i. Where no dispute exists, within 15 days of the date of issuance of a certificate of practical completion of a contract; or
- ii. Where a dispute exists, within 15 days of the date of receipt of the outcome of the dispute (item 4.3)

NOTE: Other than for interim contractor performance reports (item 4.4) contractor performance reports should only be completed for contracts which reach practical completion. Subject to the Construction Authority Regulations, where a contract is terminated or abandoned due to poor or non-performance of a contractor, such performance must be recorded on the Construction Authority Register of Projects. The submission of contractor performance report is between the contractors and employer.

## 4.2 Completion of Contractor Performance Reports

The reporting officer is responsible for the completion of the contractor performance reports on behalf of the employer on issuance of a certificate of practical completion. To be in a position to make factual assessments against the evaluation criteria in the contractor performance report on the contractor's performance, the reporting officer must:

- Be experienced and qualified in contract management; and
- Have frequent and direct liaison with the contractor.

Taking cognizance of the time requirements of item 4.1, each contractor performance report must be discussed with the contractor, who must be given the opportunity to comment on the assessment. The reporting officer must respond to any issues raised by the contractor in writing, and the contractor's comments and the written response by the reporting officer must form part of the contractor performance report. The contractor performance report must be signed off by the employer's representative.

*Note:* The contractor performance reports must be signed off by the reporting officer, the contractor and the employer's representative.

## 4.3 Rights of Reply / Appeal

Where significant differences of opinion exists between the reporting officer and the contractor which cannot be resolved by the parties, the contractor has the opportunity to an independent review of the contractor performance report by a mutually agreed adjudicator, as stipulated in the contract.

The resulting contractor performance report after adjudication must be signed by the adjudicator and witnessed by the reporting officer and the contractor.

The reporting officer will forward this copy of the contractor performance report to the employer.

## 4.4 Interim Contractor Performance Reports

Interim contract performance reports (see Annex 2) should be completed monthly at progress meetings between the reporting officer and the contractor, and should be filed with the minutes of such meetings.

## 5. Reporting Parameters

### 5.1 Time Management

The Contractor's ability to complete tasks within the established project baseline schedule, and complete the project within the Contract Time shall be evaluated. This includes, but not limited to:

- a) Quality and timeliness of initial baseline schedule submission,
- b) Adherence to the approved schedule,
- c) Communication and submittal of schedule revisions, and
- d) Corrective action taken by the Contractor when schedule has slipped through fault of Contractor (including fault of Contractor's subcontractors & suppliers).

### 5.2 Cost Management

#### 5.2.1 Wage Compliance and Required Job Postings

This section relates to how the Contractor managed its responsibilities regarding applicable Wage regulations. Contractor shall meet contractual and regulatory requirements associated with Wage compliance and required job postings.

- a) Paid workers no less than the wage rates established in the contract.
- b) Workers properly classified.
- c) Posted wage rates, other required posters, and notices in English and Siswati in prominent, easily accessible places where they can be seen by all workers.
- d) Maintained payroll reports.
- e) Corrective actions taken by the Contractor highly effective.
- f) Problems not repetitive.
- g) Payroll records preserved for the duration established in the contract.
- h) Provided copies of records and certified payrolls as requested by the Owner within two working days.
- i) In the event federal funding is used, Contractor and all Subcontractors to submit certified payroll reports and other required documents.
- j) Provide maximum practicable opportunity for workers to access information about wages.

#### 5.2.2 Compliance with Procurement Program(s)

Contractor shall present a written schedule of when the subcontractors shall be utilized in the project prior to the execution of the contract.

- a) Contractor utilized the subcontractors identified in the approved Compliance Plan, and authorized amendments at the approved participation levels.

- b) Complied with the Clients Procurement Program requirements, including but not limited to the requirements associated with post-award changes.
- c) Secured written Contractors Management approval prior to making changes and/or substitutions to the Compliance Plan.
- d) Evidence of participation for additional scopes of work.
- e) Provided Clients payment information with each request for payment submitted to the Contractor.
- f) Timely paid each subcontractor its appropriate share of payments in accordance to statutory requirements and the contract.
- g) Fulfilled the contracted Goals or Subcontractor goals, taking into account all approved substitutions, terminations and changes to the contract's scope of Work.
- h) Completed and submitted interim and closeout reports in an accurate and timely manner.

#### *5.2.3 Invoicing and Payments*

The accuracy and timeliness of applications for payment, how the Contractor managed its responsibilities regarding invoicing the client, and payment to subcontractors and suppliers.

### **5.3 Quality Assurance Management**

The contractor shall have a documented information for monitoring Quality Assurance. This is the evaluation of the overall quality of the services and products provided by the Contractor including:

- (a) Adequacy and implementation of Contractor's Quality Control Plan (QCP),
- (b) Quality of workmanship, and
- (c) Work in accordance to plans and specifications.

### **5.4 Occupational Health and Safety Management**

The Contractor shall demonstrate through documented information on how it manages its responsibilities regarding occupational health and safety precautions and programs in connection with the Work, including but not limited to:

- a) Adequacy of Contractor's Safety Plan,
- b) Implementation of Safety Plan,
- c) Identification and correction of safety deficiencies,
- d) Quantitative evaluation of accidents and injuries
- e) Frequency of response to health & wellness issues.

## 5.5 Management of Site Conditions

The contractor shall provide operational environment suitable for achieving the client requirements including the project delivery and overall Contractor services.

### 5.5.1 Project and Contract Management

The extent to which the Contractor took charge of and effectively managed the Work, including, but not limited to:

- a) Management of resources and key personnel,
- b) Adequacy of supervision on-site,
- c) Coordination and control of subcontractors,
- d) Review and resolution of subcontractor issues,
- e) Management responsiveness to Owner's representative.

### 5.5.2 Communications, Cooperation, and Business Relations

Contractors must have:

- a) Soft skills such as responsiveness, reasonable and cooperative behavior and commitment to customer satisfaction.
- b) Communications and cooperation with the client, public, utility companies, contractors, and/or other agencies.

### 5.5.3 Adequacy and Availability of Workforce

- a) Contractor possessed and maintained adequate resources throughout the project to meet the demands of the contract. Contractor maintains a work force adequate to accomplish the Work within the Contract Time.
- b) Employ only orderly and competent workers, skillful in performance of the Work required under the contract.
- c) Possess and maintain adequate resources and equipment throughout the project(s) to meet the demands of the contract, including sufficient number of qualified staff, properly equipped and available for the required tasks.
- d) Employees were qualified and possessed appropriate technical knowledge, skills and abilities for their assignment(s).
- e) Staff skill set(s) that match project and contract requirements.
- f) Key personnel identified in the original solicitation team must be available throughout the project.
- g) Proposed replacements must have equal or better qualifications for the project.
- h) Use man-hours and resources efficiently.

- i) Maintain good discipline and order

## **5.6 Subcontractor Management**

The Contractor shall coordinate Subcontractor's work, exercise authority over Subcontractors, provide notice of Subcontractor work schedule and ensure that Subcontractors are in compliance with contract requirement.

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## Annex 1 Contractor Performance Report

### ISSUE OF A CONTRACTOR PERFORMANCE REPORT

#### Section A: Employer Information

Project Name	<input type="text"/>
Employer Name	<input type="text"/>
Project Registration Number (if applicable)	<input type="text"/>

#### Section B: Contractor Data

Contractor Name	<input type="text"/>
Contractor Certificate Number	<input type="text"/>
Contractor Contact Details	<input type="text"/>
Contractor Representative	<input type="text"/>
Contractor Representative Designation	<input type="text"/>
Date of Assessment	<input type="text"/>

#### Section C: Reporting Officer's Information

Organisation Name	<input type="text"/>		
Name of Reporting Officer	Title <input type="text"/>	Initials <input type="text"/>	Surname <input type="text"/>
Designation	<input type="text"/>		
CIC / AESAP Registration Number	<input type="text"/>		
e-mail	<input type="text"/>		
Mobile	<input type="text"/>		
Office Telephone	<input type="text"/>		
Date submitted to Employer	<input type="text"/>		
Signature	<input type="text"/>		

**Section D: Contractor Performance Information**

Please select the appropriate prompt that reflect the contractor's performance on the project

Indicator	Prompt for Judgement			
	Poor (-1)	Adequate (0)	Good (1)	Excellent (2)
<b>TIME MANAGEMENT</b>				
<b>Skill and commitment in managing time</b>	Significant delay attributable to contractor	Some delay attributable to contractor	On time, on delays attributable to contractor	Ahead of time, within extension granted
<b>Quality &amp; timeliness of initial baseline schedule submission</b>	Contractor did not provide a Baseline Schedule as required in the contract.	Contractor provided a project Baseline Schedule confirming all Work will be completed within the Contract Time.	Contractor identified potential risks or changes at the initial project stages or as they were needed, not at the end of the task or project.	Innovative, proactive, and creative approach implemented that saved the contract time.
<b>Adherence to the approved schedule</b>	Failed to make adequate progress and endangered timely and successful completion of the contract.	Phases of the project were completed on time per the contract and authorized amendments.	The Contractor adheres to the approved schedule and meets established milestones and completion dates.	On time, and sometimes early to the clients' benefit.
<b>Communication &amp; submittal of schedule revisions</b>	Deadlines missed without advance notice/coordination with the client.	Communicated with Client in a timely manner with regard to the progress of the Work.	Contractor communicated and obtained approvals and decisions from the client in a timely manner, thereby permitting the project to flow smoothly and quickly.	Proactive in addressing issues potentially affecting schedule.

<b>Corrective action taken by the contractor when schedule has slipped through fault of contractor (including fault of contractor's subcontractor &amp; suppliers )</b>	Failed to provide proposals for changes or delays within the timelines established in the contract. Additional time was required as a result of the Contractor's late submittals, including but not limited to late submittal of proposals and/or backup for changes or delays.	If the schedule slipped through the Contractor's fault or negligence, took appropriate corrective actions of their own volition.	Adjusted resources in response to demands of the project delivery schedule.	Performed and successfully completed Work on a Compressed/Expedited schedule.
<b>Indicator</b>	Poor (-1)	Adequate (0)	Good (1)	Excellent (2)
<b>COST MANAGEMENT</b>				
<b>Skill and commitment in managing cost</b>	Significant cost over-run, disputed by client.	Some cost over-runs, with limited client dispute.	Completed for contract sum plus agreed extras only.	Completed within contract sum, including absorbing additional costs.
<b>Wage Compliance &amp; required Job Postings</b>	Contractor does not fill positions as required by client or is not transparent about his staff. Wages are not market related.	Contractor fills positions as required by client and is not transparent about his staff. Wages are market related.	Contractor fills positions as required by client with some additional support staff included. Wages are market related.	Contractor fills positions as required by client with some additional technical staff included. Wages are market related.
<b>Invoicing &amp; Payments</b>	Invoicing of client or payment of subcontractors usually delayed and may contain	Invoicing of client or payment of subcontractors usually on time	Invoicing of client or payment of subcontractors usually before	Invoicing of client or payment of subcontractors always ahead of deadline with no inaccuracies.

	several significant inaccuracies.	and may contain only minor inaccuracies.	deadline with few or no inaccuracies.		
<b>Compliance with Procurement Programs(s)</b>	Resource Planning - Well-articulated work program with resource inputs (tabulate materials, labour quantities)	Cost Planning - Well-articulated monthly cash flow plan (tabulate direct costs, indirect costs and fixed costs)	Cost Budgeting- monthly material schedules, requisitions and material orders; Overheads and salary payment schedules.	Cost Control- monthly evaluations reports and contractors claims, certificates and approvals including honouring certificates	
<b>Cost Compliance and Control</b>	Contractor provides contested claims.	Contractor provides claims with adequate backup.	Submits notice to claims with mitigation measures.	Suggests mitigation measures to avoid potential notice to claims.	
<b>Indicator</b>	Poor (-1)	Adequate (0)	Good (1)	Excellent (2)	
<b>QUALITY ASSURANCE MANAGEMENT</b>					
<b>Skill and commitment in managing quality on site</b>	Need for close attention by inspectors. Significant re-working required. Handover subject to list of defects. Slow attention to defects after handover.	Inspections regarded as necessary. Little rework required. Some defects at handover. Defects attended to efficiently after handover.	Inspections largely a formality. Some rework required, but all initiated by contractor. Few defects, very efficiently cleared.	No re-work attributable to contractor. Substantially free of any defects attributable to contractor. Client completely satisfied.	
<b>Adequacy &amp; implementation of contractor's Quality Control Plan (QCP)</b>	Records generally missing or incomplete as defined in the agreed QCP. Lapsed accreditations, certifications, or licenses.	Barely meets minimum requirements. Some records missing. Some certifications, accreditations, licences missing.	Completely meets requirements. Records available & provided on request. Provided accreditations,	Exceeds expectations. QCP substantially higher than industry standard.	

	Failure to meet standards and requirements.	Meets some standards & requirements.	certifications, or licenses. Meets standards and requirements. Properly managed documentation of field tests and certifications. Cooperated with inspection and testing personnel to facilitate required inspections or tests.		
<b>Quality of Workmanship</b>	<p>Failure to secure approval of substitutions and changes.</p> <p>Material and equipment not applied, installed, connected, erected, used, cleaned and conditioned in accordance with instructions of the applicable supplier, except as otherwise provided in the contract.</p> <p>Workmanship was poor enough that removal and replacement of defective work was recommended or required.</p>	<p>Some changes approved.</p> <p>Some material and equipment not applied, installed, connected, erected, used, cleaned and conditioned in accordance with instructions of the applicable supplier, except as otherwise provided in the contract.</p> <p>Workmanship was fairly good that removal and replacement of</p>	<p>Performed and completed the work in accordance with the contract documents.</p> <p>All materials and equipment is of good quality and new, except as provided in the contract.</p> <p>Promptly corrected defective work.</p> <p>Performed services skillfully with diligence.</p>	<p>Took the lead to reject bad workmanship and redo items on their own.</p> <p>Demonstrated excellence in quality of Work and service delivery.</p>	

	<p>Failure to perform the work in accordance with the contract. Defective and/or incomplete work. Refusal or failure to make corrections.</p>	<p>defective work was barely recommended. Most work performed in accordance with the contract. Minimum defects &amp; incomplete work. Most corrections done correctly.</p>			
<p><b>Work in accordance to plans &amp; specifications</b></p>	<p>Contractor refused to correct, failed to promptly correct, or that contractor attempted to correct but failed to complete the correction in accordance with the specifications.</p>	<p>Working according to plans and specifications with approval from the client.</p>	<p>Proactively checked to assure Contractor's and subcontractor's Work met plans and specifications. Checked to ensure quality and accuracy of the Work in meeting the scope of services under the contract.</p>	<p>Contractor identified higher / better specifications and suggested them to client. Project receives awards or special certifications.</p>	
	<p>Poor (-1)</p>	<p>Adequate (0)</p>	<p>Good (1)</p>	<p>Excellent (2)</p>	
<p><b>OCCUPATIONAL HEALTH AND SAFETY MANAGEMENT</b></p>					

<p><b>Skill and commitment in managing health and safety</b></p>	<p>OHS plans on current project. No evidence of consistent review of health / safety incidents</p>	<p>Plan expressed in generalities or not fully comprehensive. Review of all incidents Through investigation of all incidents with potential for serious injury.</p>	<p>Plan specific and comprehensive regarding site operations. Regular, company-wide review of procedures Using internal reviews and external sources.</p>	<p>Plan is fully implemented, in spirit and detail. Positive incentives built into plan. Active sharing and dissemination of lessons learned particularly down supply chain.</p>
<p><b>Adequacy of Contractor's Safety Plan</b></p>	<p>No safety plan on site for the project.</p>	<p>Safety plan is at a bare minimum.</p>	<p>Plan is thoroughly comprehensive.</p>	<p>The contractor safety plan is part of company culture and there's adherence to plan.</p>
<p><b>Implementation of Safety Plan</b></p>	<p>No plan for the implementation.</p>	<p>Contractor meets minimum requirements on the safety plan.</p>	<p>Plan is fully implemented with allowance for identification &amp; implementation of improvement opportunities.</p>	<p>Safety plan is fully implemented and company has system in place to monitor and evaluate the plan.</p>
<p><b>Identification &amp; correction of safety deficiencies</b></p>	<p>No system for identification and correction of OHS deficiencies.</p>	<p>Poor structure to identify incidences. Correction measures are not the strongest. Identification and correction of safety deficiencies</p>	<p>Communication takes place every morning. Analyse information received from identification and correction of deficiencies for better decision</p>	<p>Communication take place every morning and training is scheduled every year. Identification on potential safety deficiencies and implementation of preventative measures.</p>

		system in place.	making or improvements. Maintain documented information on all identification & corrected.		
<b>Quantitative evaluation of accidents &amp; injuries</b>	No documentation pertaining injuries on site.	Adequate documentation and evaluation of incidents.	Adequate documentation and evaluation of incidents and communication.	Adequate documentation and evaluation of incidents, communication and implementation of mitigation measures.	
<b>Frequency of response to health &amp; Wellness issues</b>	Health needs not addressed.	Health needs rarely addressed.	Health needs often addressed.	Health needs consistently addressed throughout the year to ease the impact.	

Indicator	Prompt for Judgement			
	Poor (-1)	Adequate (0)	Good (1)	Excellent (2)
<b>MANAGEMENT OF SITE CONDITIONS</b>				
<b>Skill and commitment in managing conditions on site</b>	Untidy, dusty, noisy site. Soil and / or water contamination. Wastage of materials. Poor Management of natural environment.	Site in reasonable order. No evidence of soil or water contamination. Minimum wastage of materials. Impact of activities on natural environment minimised.	Dust, air and noise minimised. Preventative measures in place for soil and water contamination. Minimum wastage of materials, separation of waste, storage areas fenced off. Impact of activities on natural environment minimised.	Dust, air and noise levels proactively reduced. Emergency measures in place for soil and water contamination. Reuse and recycle of materials. Protection of the natural environment, reuse of top soil.
<b>Project &amp; Contract Management</b>	Signed contract and subcontract document not in place. Project management's documents i.e. progress reports, contract correspondences, meeting minutes, site instructions, technical queries, etc. not in place. Incompetent personnel on site. Failure to establish appropriate control over requirements and / or project scope.	Signed contract and subcontract document in place. Project management's documents i.e. progress reports, contract correspondences, meeting minutes, site instructions, technical queries, etc. in place. Competent personnel in place on site.	Signed contract and subcontract document in place. Project management's documents i.e. progress reports, contract correspondences, meeting minutes, site instructions, technical queries, etc. in place. Competent personnel in place on site. Contractor effectively managed projects and contract. They supervised, inspected and directed the work competently and efficient applied skills and expertise	Signed contract and subcontract document in place. Project management's documents i.e. progress reports, contract correspondences, meeting minutes, site instructions, technical queries, etc. in place. Competent personnel in place on site. Contractor effectively managed projects and contract. They supervised, inspected and directed the work competently and efficient applied skills and expertise as when necessary to perform the work with accordance with the contract. Innovative approach implemented hence saving time, money, or improved product quality.

			as when necessary to perform the work with accordance with the contract.	
<b>Communication, Cooperation &amp; Business Relations</b>	Poor/no evidence of documentation of contractual communications including; Poor/or no filling of project correspondences. Poor/no evidence of supplier correspondences/agreements. Poor/no evidence of sub-contracting agreements.	Project related correspondences in place. Supplier correspondences/agreements in place. Sub-contracting agreements in place.	Project related correspondences in place with evidence of compliance to specified terms. Supplier correspondences/agreements in place with evidence of compliance to specified terms. Sub-contracting agreements in place with evidence of compliance to specified terms.	Project related correspondences in place and there's evidence of full compliance Supplier correspondences/agreements in place and there's evidence of full compliance. Sub-contracting agreements in place and there's evidence of full compliance.
<b>Adequacy &amp; Availability of Workforce</b>	Personnel on site are not qualified as per project contract or records of their qualification. Understaffed labour force.	Qualified site personnel as required by the project contract. Records for staff qualifications kept. Adequate staffing.	Qualified site personnel as required by the project contract. There's evidence of trainings for specialised equipment operation. Adequate staffing.	Qualified and specialized site personnel as required by the project contract. Records for staff qualifications kept. Excellent company culture onsite i.e. trained and informed personnel with opportunities for skills sharing (development program within project site). Adequately staffed labour force.

<b>MANAGEMENT OF SUBCONTRACTORS</b>				
<b>Skill and commitment in managing subcontractors</b>	Main contractor does not: Sign subcontractor agreements. Supervise works of subcontractor. Pay subcontractor timeously. Align subcontractor agreement specifications to the main contract.	Main contractor provides: Signed subcontractor agreements. Supervision of subcontractor works as per the contract. Payments to subcontractor within the contractual period. Aligned subcontractor agreement specifications to the main contract.	Main contractor provides: Signed subcontractor agreements. Supervision of subcontractor works as per the contract. Payments to subcontractor within the contractual period. Aligned subcontractor agreement specifications to the main contract. Skills development for subcontractors' personnel.	Main contractor provides: Signed subcontractor agreements. Supervision of subcontractor works as per the contract. Payments to subcontractor within the contractual period. Aligned subcontractor agreement specifications to the main contract. Skills development for subcontractors' personnel. Periodic evaluation and feedback to subcontractors.
<b>Contractor coordinate subcontractor's work,</b>	Main contractor does not ensure subcontractor understands interphase between their works	Main contractor have a defined subcontractor interface management system i.e. communication , scheduling, reporting	Main contractor has continuous progress meeting with subcontractors. Main contractor have a defined subcontractor interface management system i.e. communication, scheduling, reporting. Assigns personnel to	Main contract provides resources and training to subcontractor on correct works supervision. Main contractor has continuous progress meeting with subcontractors. Main contractor have a defined subcontractor interface

			manage subcontractor interface management system.	management system i.e. communication, scheduling, reporting. Assigns personnel to manage subcontractor interface management system. Main contractor constantly monitors and reviews the feedback from subcontractors.
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PUBLIC REVIEW DRAFT

Section E: Contractor / JV Information	
CIC Certificate Number of main / Lead contractor (if applicable)	<input type="text"/>
Name of contractor / Joint Venture	<input type="text"/>
CIC Certificate Number of Joint Venture partner	<input type="text"/>
Name of Joint Venture partner	<input type="text"/>
CIC Certificate Number of Joint Venture partner	<input type="text"/>
Name of Joint Venture partner	<input type="text"/>
CIC Certificate Number of Joint Venture partner	<input type="text"/>
Name of Joint Venture partner	<input type="text"/>
Contact Person	Title <input type="text"/> Initials <input type="text"/> Surname <input type="text"/>
Designation	<input type="text"/>
e-mail	<input type="text"/>
Mobile	<input type="text"/>
Office Telephone	<input type="text"/>
I / we agree <input type="checkbox"/> disagree <input type="checkbox"/>	with the Performance Assessment by the Employer's Representative
Signature	<input type="text"/>
Date	<input type="text"/>

**Section F: Employer's Representative Information**

Name of Employer's Representative	Title	<input type="text"/>	Initials	<input type="text"/>	Surname	<input type="text"/>
Designation	<input type="text"/>					
e-mail	<input type="text"/>					
Mobile	<input type="text"/>					
Office Telephone	<input type="text"/>					
Date	<input type="text"/>					
I agree	<input type="checkbox"/>	disagree	<input type="checkbox"/>	with the Reporting Officer's Assessment of the Contractor Assessment Report		
Signature	<input type="text"/>					

**Section G: Adjudicator's Information (if Applicable)**

Name of Adjudicator Title  Initials  Surname

Designation

e-mail

Mobile

Office Telephone

Date

Signature

**Section H: Output of Adjudication (if Applicable)**

	<b>Employer's Rating</b>	<b>Contract's Rating</b>	<b>Adjudication</b>
Time Management			
Cost Management			
Quality Assurance Management			
Occupational Health & Safety Management			
Site Conditions Management			
Subcontractors Management			

I, the undersigned warrant that:

- I am duly authorised to act as an adjudicator;
- In my opinion, the outcome of this adjudication represents a fair outcome.

Signature

Date

On behalf of the employer, I note the outcome of the Adjudication process

Signature; Employer's Representative

Date

## Annex 2 Interim Contractor Performance Report

### INTERIM CONTRACTOR PERFORMANCE REPORT

#### Section A: Employer Information

Project Name

Employer Name

Project Registration Number (if applicable)

#### Section B: Contractor Data

Contractor Name

Contractor Certificate Number

Contractor Contact Details

Contractor Representative

Contractor Representative Designation

Date of Assessment

#### Section C: Reporting Officer's Information

Organisation Name

Name of Reporting Officer Title  Initials  Surname

Designation

CIC/AESAP Registration Number

e-mail

Mobile

Office Telephone

Date submitted to Employer

Signature

Please select the appropriate prompt that reflect the contractor's performance on the project

Indicator	Prompt for Judgement			
	Poor (-1)	Adequate (0)	Good (1)	Excellent (2)
<b>TIME MANAGEMENT</b>				
<b>Skill and commitment in managing time</b>	Significant delay attributable to contractor	Some delay attributable to contractor	On time, on delays attributable to contractor	Ahead of time, within extension granted
<b>Quality &amp; timeliness of initial baseline schedule submission</b>	Contractor did not provide a Baseline Schedule as required in the contract.	Contractor provided a project Baseline Schedule confirming all Work will be completed within the Contract Time.	Contractor identified potential risks or changes at the initial project stages or as they were needed, not at the end of the task or project.	Innovative, proactive, and creative approach implemented that saved the contract time.
<b>Adherence to the approved schedule</b>	Failed to make adequate progress and endangered timely and successful completion of the contract.	Phases of the project were completed on time per the contract and authorized amendments.	The Contractor adheres to the approved schedule and meets established milestones and completion dates.	On time, and sometimes early to the clients' benefit.
<b>Communication &amp; submittal of schedule revisions</b>	Deadlines missed without advance notice/coordination with the client.	Communicated with Client in a timely manner with regard to the progress of the Work.	Contractor communicated and obtained approvals and decisions from the client in a timely manner, thereby permitting the project to flow smoothly and quickly.	Proactive in addressing issues potentially affecting schedule.
<b>Corrective action taken by the contractor</b>	Failed to provide proposals for changes or delays	If the schedule slipped through the Contractor's	Adjusted resources in response to	Performed and successfully completed Work on a

<b>when schedule has slipped through fault of contractor (including fault of contractor's subcontractor &amp; suppliers</b>	within the timelines established in the contract. Additional time was required as a result of the Contractor's late submittals, including but not limited to late submittal of proposals and/or backup for changes or delays.	fault or negligence, took appropriate corrective actions of their own volition.	demands of the project delivery schedule.	Compressed/Expedited schedule.
<b>Indicator</b>	Poor (-1)	Adequate (0)	Good (1)	Excellent (2)
<b>COST MANAGEMENT</b>				
<b>Skill and commitment in managing cost</b>	Significant cost over-run, disputed by client	Some cost over-runs, with limited client dispute	Completed for contract sum plus agreed extras only	Completed within contract sum, including absorbing additional costs
<b>Wage Compliance &amp; required Job Postings</b>	Contractor does not fill positions as required by client or is not transparent about his staff. Wages are not market related.	Contractor fills positions as required by client and is not transparent about his staff. Wages are market related.	Contractor fills positions as required by client with some additional support staff included. Wages are market related.	Contractor fills positions as required by client with some additional technical staff included. Wages are market related.
<b>Invoicing &amp; Payments</b>	Invoicing of client or payment of subcontractors usually delayed and may contain several significant inaccuracies	Invoicing of client or payment of subcontractors usually on time and may contain only minor inaccuracies.	Invoicing of client or payment of subcontractors usually before deadline with few or no inaccuracies	Invoicing of client or payment of subcontractors always ahead of deadline with no inaccuracies

<b>Compliance with Procurement Programs(s)</b>	Resource Planning - Well-articulated work program with resource inputs (tabulate materials, labour quantities)	Cost Planning - Well-articulated monthly cash flow plan (tabulate direct costs, indirect costs and fixed costs)	Cost Budgeting- monthly material schedules, requisitions and material orders; Overheads and salary payment schedules.	Cost Control- monthly evaluations reports and contractors claims, certificates and approvals including honouring certificates
<b>Cost Compliance and Control</b>	Contractor provides contested claims.	Contractor provides claims with adequate backup.	Submits notice to claims with mitigation measures.	Suggests mitigation measures to avoid potential notice to claims.
<b>Indicator</b>	Poor (-1)	Adequate (0)	Good (1)	Excellent (2)
<b>QUALITY ASSURANCE MANAGEMENT</b>				
<b>Skill and commitment in managing quality on site</b>	Need for close attention by inspectors. Significant re-working required. Handover subject to list of defects. Slow attention to defects after handover.	Inspections regarded as necessary. Little rework required. Some defects at handover. Defects attended to efficiently after handover.	Inspections largely a formality. Some rework required, but all initiated by contractor. Few defects, very efficiently cleared.	No re-work attributable to contractor. Substantially free of any defects attributable to contractor. Client completely satisfied.
<b>Adequacy &amp; implementation of contractor's Quality Control Plan (QCP)</b>	Records generally missing or incomplete as defined in the agreed QCP. Lapsed accreditations, certifications, or licenses. Failure to meet standards and requirements.	Barely meets minimum requirements. Some records missing. Some certifications, accreditations, licences missing. Meets some standards & requirements.	Completely meets requirements. Records available & provided on request. Provided accreditations, certifications, or licenses. Meets standards and requirements. Properly managed documentation of field tests and certifications. Cooperated with inspection and	Exceeds expectations. QCP substantially higher than industry standard.

			testing personnel to facilitate required inspections or tests.	
<b>Quality of Workmanship</b>	<p>Failure to secure approval of substitutions and changes.</p> <p>Material and equipment not applied, installed, connected, erected, used, cleaned and conditioned in accordance with instructions of the applicable supplier, except as otherwise provided in the contract.</p> <p>Workmanship was poor enough that removal and replacement of defective work was recommended or required.</p> <p>Failure to perform the work in accordance with the contract.</p> <p>Defective and/or incomplete work.</p> <p>Refusal or failure to make corrections.</p>	<p>Some changes approved.</p> <p>Some material and equipment not applied, installed, connected, erected, used, cleaned and conditioned in accordance with instructions of the applicable supplier, except as otherwise provided in the contract.</p> <p>Workmanship was fairly good that removal and replacement of defective work was barely recommended.</p> <p>Most work performed in accordance with the contract.</p> <p>Minimum defects &amp; incomplete work.</p> <p>Most corrections done correctly.</p>	<p>Performed and completed the work in accordance with the contract documents.</p> <p>All materials and equipment is of good quality and new, except as provided in the contract.</p> <p>Promptly corrected defective work.</p> <p>Performed services skillfully with diligence.</p>	<p>Took the lead to reject bad workmanship and redo items on their own.</p> <p>Demonstrated excellence in quality of Work and service delivery.</p>

<b>Work in accordance to plans &amp; specifications</b>	Contractor refused to correct, failed to promptly correct, or that contractor attempted to correct but failed to complete the correction in accordance with the specifications.	Working according to plans and specifications with approval from the client.	Proactively checked to assure Contractor's and subcontractor's Work met plans and specifications. Checked to ensure quality and accuracy of the Work in meeting the scope of services under the contract.	Contractor identified higher / better specifications and suggested them to client. Project receives awards or special certifications.
	Poor (-1)	Adequate (0)	Good (1)	Excellent (2)
<b>OCCUPATIONAL HEALTH AND SAFETY MANAGEMENT</b>				
<b>Skill and commitment in managing health and safety</b>	OHS plans on current project. No evidence of consistent review of health / safety incidents	Plan expressed in generalities or not fully comprehensive. Review of all incidents Through investigation of all incidents with potential for serious injury.	Plan specific and comprehensive regarding site operations. Regular, company-wide review of procedures Using internal reviews and external sources.	Plan is fully implemented, in spirit and detail. Positive incentives built into plan. Active sharing and dissemination of lessons learned particularly down supply chain.
<b>Adequacy of Contractor's Safety Plan</b>	No safety plan on site for the project.	Safety plan is at a bare minimum.	Plan is thoroughly comprehensive.	The contractor safety plan is part of company culture and there's adherence to plan

<b>Implementation of Safety Plan</b>	No plan for the implementation.	Contractor meets minimum requirements on the safety plan.	Plan is fully implemented with allowance for identification & implementation of improvement opportunities.	Safety plan is fully implemented and company has system in place to monitor and evaluate the plan.
<b>Identification &amp; correction of safety deficiencies</b>	No system for identification and correction of OHS deficiencies.	Poor structure to identify incidences. Correction measures are not the strongest. Identification and correction of safety deficiencies system in place.	Communication takes place every morning. Analyse information received from identification and correction of deficiencies for better decision making or improvements. Maintain documented information on all identification & corrected.	Communication take place every morning and training is scheduled every year. Identification on potential safety deficiencies and implementation of preventative measures.
<b>Quantitative evaluation of accidents &amp; injuries</b>	No documentation pertaining injuries on site.	Adequate documentation and evaluation of incidents.	Adequate documentation and evaluation of incidents and communication.	Adequate documentation and evaluation of incidents, communication and implementation of mitigation measures.

<b>Frequency of response to health &amp; wellness issues</b>	Health needs not addressed.	Health needs rarely addressed.	Health needs often addressed.	Health needs consistently addressed throughout the year to ease the impact.	

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Indicator	Prompt for Judgement			
	Poor (-1)	Adequate (0)	Good (1)	Excellent (2)
<b>MANAGEMENT OF SITE CONDITIONS</b>				
<b>Skill and commitment in managing conditions on site</b>	Untidy, dusty, noisy site. Soil and / or water contamination. Wastage of materials. Poor Management of natural environment.	Site in reasonable order. No evidence of soil or water contamination. Minimum wastage of materials. Impact of activities on natural environment minimised.	Dust, air and noise minimised. Preventative measures in place for soil and water contamination. Minimum wastage of materials, separation of waste, storage areas fenced off. Impact of activities on natural environment minimised.	Dust, air and noise levels proactively reduced. Emergency measures in place for soil and water contamination. Reuse and recycle of materials. Protection of the natural environment, reuse of top soil.
<b>Project &amp; Contract Management</b>	Signed contract and subcontract document not in place. Project management documents i.e. progress reports, contract correspondences, meeting minutes, site instructions, technical queries, etc. not in place. Incompetent personnel on site. Failure to establish appropriate control over requirements and / or project scope.	Signed contract and subcontract document in place. Project management's documents i.e. progress reports, contract correspondences, meeting minutes, site instructions, technical queries, etc. in place. Competent personnel in place on site.	Signed contract and subcontract document in place. Project management's documents i.e. progress reports, contract correspondences, meeting minutes, site instructions, technical queries, etc. in place. Competent personnel in place on site. Contractor effectively managed projects and contract. They supervised, inspected and directed the work competently and efficient applied skills and expertise	Signed contract and subcontract document in place. Project management's documents i.e. progress reports, contract correspondences, meeting minutes, site instructions, technical queries, etc. in place. Competent personnel in place on site. Contractor effectively managed projects and contract. They supervised, inspected and directed the work competently and efficient applied skills and expertise as when necessary to perform the work with accordance with the contract. Innovative approach implemented hence saving time, money, or improved product quality.

			as when necessary to perform the work with accordance with the contract.	
<b>Communication, Cooperation &amp; Business Relations</b>	Poor/no evidence of documentation of contractual communications including; Poor/or no filling of project correspondences. Poor/no evidence of supplier correspondences/agreements. Poor/no evidence of sub-contracting agreements.	Project related correspondences in place. Supplier correspondences/agreements in place. Sub-contracting agreements in place.	Project related correspondences in place with evidence of compliance to specified terms. Supplier correspondences/agreements in place with evidence of compliance to specified terms. Sub-contracting agreements in place with evidence of compliance to specified terms.	Project related correspondences in place and there's evidence of full compliance Supplier correspondences/agreements in place and there's evidence of full compliance. Sub-contracting agreements in place and there's evidence of full compliance.

<p><b>Adequacy &amp; Availability of Workforce</b></p>	<p>Personnel on site are not qualified as per project contract or records of their qualification. Understaffed labour force.</p>	<p>Qualified site personnel as required by the project contract. Records for staff qualifications kept. Adequate staffing.</p>	<p>Qualified site personnel as required by the project contract. There's evidence of trainings for specialised equipment operation. Adequate staffing.</p>	<p>Qualified and specialized site personnel as required by the project contract. Records for staff qualifications kept. Excellent company culture onsite i.e. trained and informed personnel with opportunities for skills sharing (development program within project site). Adequately staffed labour force.</p>
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PUBLIC REVIEW DRAFT

<b>MANAGEMENT OF SUBCONTRACTORS</b>				
<b>Skill and commitment in managing subcontractors</b>	Main contractor does not: Sign subcontractor agreements. Supervise works of subcontractor. Pay subcontractor timeously. Align subcontractor agreement specifications to the main contract.	Main contractor provides: Signed subcontractor agreements. Supervision of subcontractor works as per the contract. Payments to subcontractor within the contractual period. Aligned subcontractor agreement specifications to the main contract.	Main contractor provides: Signed subcontractor agreements. Supervision of subcontractor works as per the contract. Payments to subcontractor within the contractual period. Aligned subcontractor agreement specifications to the main contract. Skills development for subcontractors' personnel.	Main contractor provides: Signed subcontractor agreements. Supervision of subcontractor works as per the contract. Payments to subcontractor within the contractual period. Aligned subcontractor agreement specifications to the main contract. Skills development for subcontractors' personnel. Periodic evaluation and feedback to subcontractors.
<b>Contractor coordinate subcontractor's work,</b>	Main contractor does not ensure subcontractor understands interphase between their works	Main contractor have a defined subcontractor interface management system i.e. communication , scheduling, reporting	Main contractor has continuous progress meeting with subcontractors. Main contractor have a defined subcontractor interface management system i.e. communication, scheduling, reporting. Assigns personnel to	Main contract provides resources and training to subcontractor on correct works supervision. Main contractor has continuous progress meeting with subcontractors. Main contractor have a defined subcontractor interface

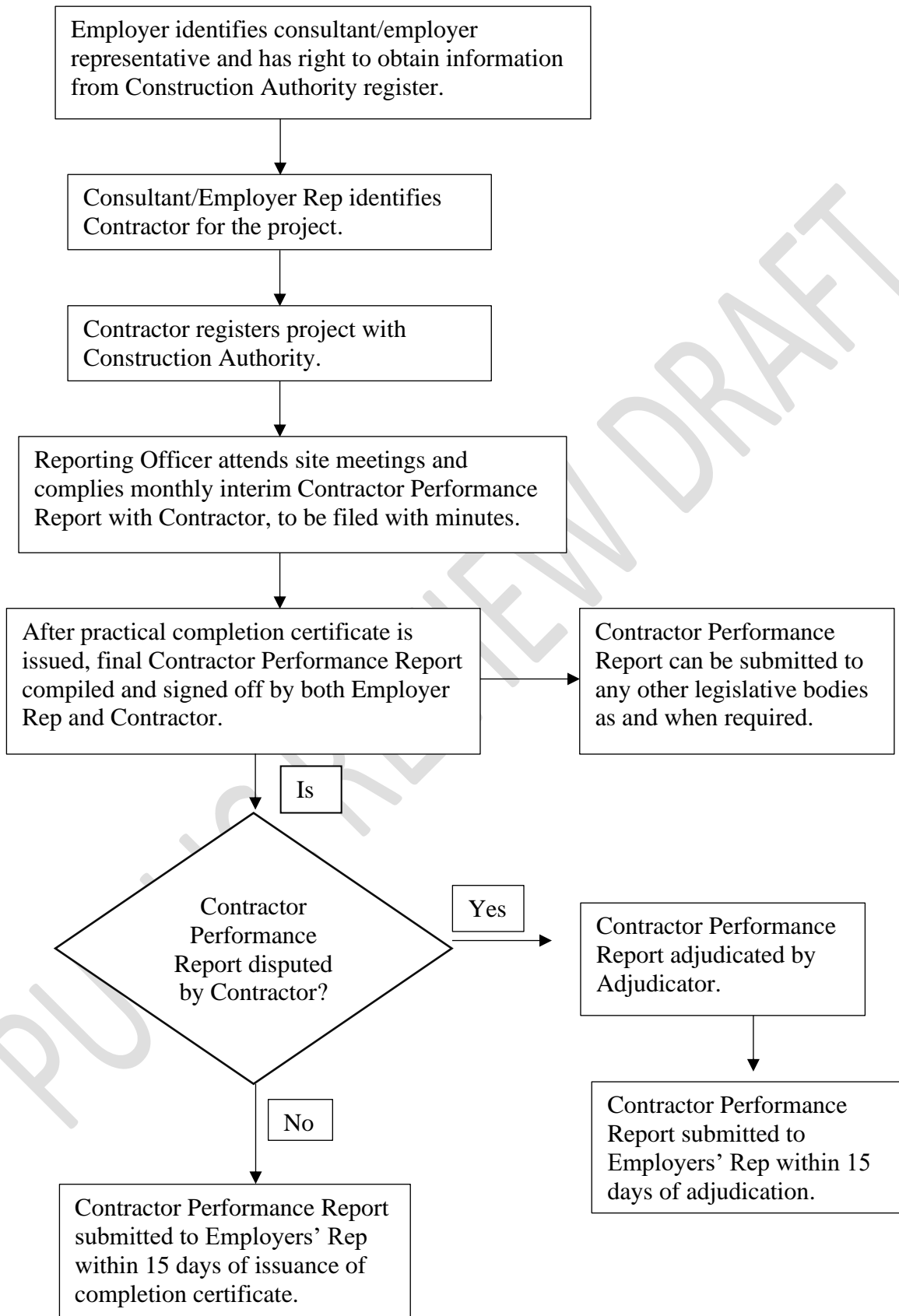
			manage subcontractor interface management system.	management system i.e. communication, scheduling, reporting. Assigns personnel to manage subcontractor interface management system. Main contractor constantly monitors and reviews the feedback from subcontractors.
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PUBLIC REVIEW DRAFT

Section E: Contractor / JV Information	
CIC Certificate Number of main / Lead contractor (if applicable)	<input type="text"/>
Name of contractor / Joint Venture	<input type="text"/>
CIC Certificate Number of Joint Venture partner	<input type="text"/>
Name of Joint Venture partner	<input type="text"/>
CIC Certificate Number of Joint Venture partner	<input type="text"/>
Name of Joint Venture partner	<input type="text"/>
CIC Certificate Number of Joint Venture partner	<input type="text"/>
Name of Joint Venture partner	<input type="text"/>
Contact Person	Title <input type="text"/> Initials <input type="text"/> Surname <input type="text"/>
Designation	<input type="text"/>
e-mail	<input type="text"/>
Mobile	<input type="text"/>
Office Telephone	<input type="text"/>
I / we agree <input type="checkbox"/> disagree <input type="checkbox"/>	with the Performance Assessment by the Employer's Representative
Signature	<input type="text"/>
Date	<input type="text"/>



### **Annex 3 Contractor Performance Report Flow Diagram**



## Bibliography

### General

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ICS 91.010.20