



Physical Address: No. 01 Seller Street | Ngangarhu | 5480
Postal Address: P.O. Box 1 | Ngangarhu | 5480
Tel: 045 9328100 | **Fax:** 045 9321094 | **Facebook:** @Elundini Local Municipality | **Twitter:** @ElundiniLM | **YouTube Channel:** @Elundini Local Municipality | **Instagram:** @elundiniLM



ELUNDINI LOCAL MUNICIPALITY TENDER NOTICE AND INVITATION TO TENDER

PROJECT NAME	Contract Number	CIDB Grading	Technical Enquires
Framework contract for the Construction of Sport fields within Elundini Local Municipality	ELM-3/018/2021-2022	Valid Grade 5 GB and above	Mr S. Mrengqwa Tel. 045 932 8216 E-mail: sigalom@elundini.gov.za
RE-ADVERTISEMENT Framework Contract for the Elundini Local Municipality Rural Electrification	ELM-3/075/2020-2021	Valid Grade 4 EP and above	Mr L. Rozani Tel. 045 932 8216 E-mail: luyandar@elundini.gov.za

The Elundini Local Municipality intends to enter into Framework Contracts with three (3) to five (5) contractors over a three (3) year term without a commitment to a quantum of work for the following services;

1. Construction of Sports Field within Elundini Local Municipality
2. Rural Electrification within Elundini Local Municipality.

Contracts of the above mentioned projects will be based on the NEC 3 Engineering and Construction Contract (Option B Priced contract with Bill of Quantities)

The local content (LC) expressed as a percentage of the bid price must be calculated in accordance with the SABs approved technical specification number SATS 1286:2011 as follows on these bids:

$$LC = (1-x/y) \times 100$$

Where

X is the imported content in Rand

Y is the bid price in Rand excluding value added tax (VAT)

Bidders may apply for exemption through process elucidated in page 55 of the tender documents.

The designated local production with minimum local content thresholds of industries, sectors and sub-sectors will be detailed in the Tender Data at will be uploaded on ELM Website. www.elundini.gov.za and will be also attached in the tender document.

Tender documents may be obtained from the Elundini Local Municipality SCM Unit upon payment of a non-refundable amount of R250 (two hundred and fifty Rand), either paid in cash or by means of electronic funds transfer (EFT) to the Elundini Local Municipality.

The cash amount is to be paid at the cashier's office between the hours of 08:00 and 16:00, prior to the collection of the tender documents form the SCM unit. The tender documents will be available from **Tuesday, 16 November 2021.**

NB: For EFT payment deposit at ELM FNB cheque account No: 62159933772 and use this reference No. 020114350000. Proof of payment to be sent to: kwaneles@elundini.gov.za upon receiving proof payment; Elundini Municipality will email the tender document to the service providers who are unable to make collections.

Stage 1 of Evaluation: Local Production Content (MBD 6.2 and Annexure C to be completed)
Stage 2 of Evaluation: Eligibility Criteria for all the two projects will be available on Tender Data that will be uploaded on ELM Website. www.elundini.gov.za and will be also attached in the tender document

Stage 3 of Evaluation – Quality criteria and maximum score in respect of each of the criteria are as follows:

KHAYALETU GASHI MUNICIPAL MANAGER

Completed bid documents and CD or Memory-Stick of the whole tender submission converted into PDF format and supporting documentation must be placed in a sealed envelope endorsed with **RELEVANT PROJECT NAMES AND BID NUMBERS**: must be delivered to the Elundini Local Municipality, at No. 1 Seller Street, Ngangarhu, Finance Department, Cashier's reception area, and placed in the Tender Box not later than 12H00 Noon on Wednesday, 15 December 2021 for both bids at which time the tenders will be opened in public. Failure to adhere to the above conditions shall deem a bidder non-responsive.

Telegraphic, telephonic, telex, facsimile, e-mail and late tenders will not be accepted. Tenders may only be submitted on the tender documentation that is issued.

The minimum number of evaluation points for quality will be 70 points
The provisions of Preferential Procurement Regulations 2017 will apply.
The procedure for the evaluation of the responsive tenders will be Method 4

The Tender Data, Detailed breakdown Quality Criteria, Detailed Scheduled with minimum threshold for Local Content, scope of work including mandatory documents (eligibility criteria) and bid conditions will be uploaded on ELM Website. www.elundini.gov.za and will be also attached in the tender document. Queries relating to the issue of these documents may be addressed to Ms H Mdzulwana, Tel No. 045 932 8125 or email: hlubikazi@elundini.gov.za

ELM-3/018/2021-2022		ELM-3/075/2020-2021 RE-ADVERTISEMENT	
Quality Criteria		Maximum number of points	Quality Criteria
1.Experience of the tenderer in the provision of municipal General Building (GB)	40	1.Experience of the tenderer in the provision of rural electrification	15
		2.Experience of key persons Designs Engineer	10
3. Persons: Compulsory 70% to be obtained in this section			
2.1 Experience of the Site Agent (Construction Management) Site Agent / Construction Manager (LIC Training NQF L7)	20	3.1. Experience of key persons (Construction Manager)	15
2.2 Foreman (LIC Training minimum NQF L5)	20	3.2 Experience of key persons (Supervisory)	15
		3.3 Experience of key personnel to undertake construction of overhead MV and LV electrical network	15
3. Approach paper	20	4. Approach paper	30
Maximum possible score for quality (Ms)	100	Maximum possible score for quality (Ms)	100

**FRAMEWORK CONTRACT FOR THE CONSTRUCTION OF SPORT FIELDS
WITHIN ELUNDINI LOCAL MUNICIPALITY**

Elundini Local Municipality
Tender no: ELM-3/018/2021-2022



T1.2 Tender Data

The conditions of tender are the latest edition of SANS 10845-3, *Construction Procurement – Part 3: Standard conditions of tender*.

SANS 10845-3 makes several references to the Tender Data for details that apply specifically to this tender. The Tender Data shall have precedence in the interpretation of any ambiguity or inconsistency between it and the provisions of SANS 10845-3.

Tenderers shall be required to demonstrate that they will have in their employ during the contract period the necessary personnel satisfying the requirements of the Scope of Work for labour-intensive competencies for management and supervisory personnel.

Each item of data given below is cross-referenced to the clause in SANS 10845-3 to which it mainly applies.

The Standard Conditions of Tender make several references to the Tender Data for details that apply specifically to this tender. The Tender Data shall have precedence in the interpretation of any ambiguity or inconsistency between it and the Standard Conditions of Tender.

Clause number	Tender Data
3.1	The employer is the Elundini Local Municipality

3.2	The tender documents issued by the employer comprise the following documents: THE TENDER Part T1: Tendering procedures T1.1 – Tender notice and invitation to tender T1.2 – Tender data Part T2: Returnable documents T2.1 – List of returnable documents T2.2 – Returnable schedules THE CONTRACT PartC1: Agreements and Contract data C1.1 – Form of offer and acceptance C1.2 – Contract data Part 1 – Data by the Employer Part 2 – Data by the Contractor Part C2: Pricing data C2.1 – Pricing assumptions C2.2 – Pricing schedule Part C3: Scope of work C3.1 – Scope of work Part C4: Site information C4.1 – Site information	3.4	The employer's representative for Technical Queries: Name: Mr Sigalo Mirengqwa Elundini Local Municipality 1 Seller Street, Nganqarhu, 5480 Tel No. 045 932 8216 Fax No. 045 932 1094 E-mail: sigalom@elundini.gov.za The employer's representative for SCM Processes: Name: Ms Hlubikazi Mdzulwana Elundini Local Municipality 1 Seller Street, Nganqarhu, 5480 Tel No. 045 932 8125 Fax No. 045 932 1094 E-mail: hlubikazi@elundini.gov.za	3.4	The language for communications is English	F.2.18	The tenderer must submit to the Employer the names of all management and supervisory staff that will be employed to supervise the labour-intensive portion of the works together with satisfactory evidence that such staff members satisfy the eligibility requirement.
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4.1	Only those tenderers who satisfy the following eligibility criteria and who provide the required evidence in their tender submissions are eligible to submit tenders and have their tenders evaluated: 1. The tenderer: (a) Is registered in terms of the Companies Act, 2008 (Act 71 of 2008) or Close Corporation Act, 1984, (Act No. 69 of 1984) or, if a partnership, has in place a partnership agreement that enables the partnership to continue to function in the event of a death or withdrawal of one of the partners; JV Eligibility requirements: (b) A Joint venture must submit a consolidated valid original or certified copy of B-BBEE certificate must be submitted with the bid OR a valid original or certified copy of a Sworn Affidavit attested by a Commissioner of Oaths prepared and issued in terms of the amended B-BBEE Construction Sector Codes (CSC000) must be submitted in order to qualify for preference points for B-BBEE. Failure to comply with this, will automatically result in the non-awarding of points for B-BBEE. (This will not disqualify bidders but points for B-BBEE will not be allocated) Submit Joint Venture agreement in the case of joint venture and 2. The tenderer is registered with and active on the Construction Industry Development Board (CIDB) for Grading 5 GB and above 3. The Tenderer can provide proof that he is in good standing with respect to duties, taxes, levies and contributions required in terms of legislation applicable to the work in the contract. Proof of good standing with the Compensation for Occupational Injuries and Diseases (COID) 4. The Tenderer can demonstrate that he will have in his employ during the contract period the necessary personnel satisfying the requirements of the Scope of Work for labor-intensive competencies for management and supervisory personnel. a) Site Agent / Construction Manager at NQF level 7 "Manage Labour-Intensive Construction Processes" civils engineering or equivalent Quality Council for Trades and Occupations (QCTO) General Building engineering qualifications at NQF level 7. b) Foremen/ Supervisors with minimum NQF level 5 "National Certificate: Supervision of General or Engineering Construction Processes" 5. The Tenderer can demonstrate that he possesses the necessary professional and technical qualifications and competence, financial resources, equipment and other physical facilities, managerial capability, personnel, experience and reputation to perform the contract; - The tenderer must provide three (3) contactable client references for the construction of access roads with a cumulative contract value of at least R 6 million including VAT and which has been satisfactorily completed. The municipality may conduct an intense due diligence which will include inspection of the claimed experience with all the preferred bidders 6. Directors or company is not in the Treasury's database of restricted suppliers 7. Tax matters are in Order.
4.2	The tenderer accepts that, unless otherwise stated in the tender data, the employer does not compensate the tenderer for any costs incurred in the preparation and submission of a tender offer, including the costs of any testing necessary to demonstrate that aspects of the offer comply with requirements.

4.3	It is the responsibility of the tenderer to check the tender documents on receipt for completeness and notify the employer of any discrepancy or omission.
4.4	Treat as confidential all matters arising in connection with the tender. Use and copy the documents issued by the employer only for the purpose of preparing and submitting a tender offer in response to the invitation.
4.5	The tenderer shall obtain, as necessary for submitting a tender offer, copies of the latest versions of standards, specifications, conditions of contract and other publications, which are incorporated into the tender documents by reference.
4.6	Acknowledge receipt of addenda to the tender documents, which the employer may issue, and, if necessary, apply for an extension to the closing time stated in the tender data, in order to take the addenda into account.
4.7	There will be no compulsory clarification meeting due to COVID 19 Tenderers must complete the sales register with the following: • Company Name • Contact Person • Address, Telephone, Fax, Cell, numbers and E-mail address Tenderers who will be sending proof of payment must also send all of the above company details Addenda will be issued to and correspondences exchanged with only from those tendering entities appearing on the sales register.
4.8	Request clarification of the tender documents, if necessary, by notifying the employer at least 5 (Five) working days before the closing time stated in the tender data
4.10	Tenderers are required to state the rates and currencies in Rands. Include in the rates, prices, and the tendered total of the prices (if any), all duties, taxes which the law requires to be paid [except value added tax (VAT)], and other levies payable by the successful tenderer, that are applicable 14 days before the closing time stated in the tender data. Show the VAT payable by the employer separately as an addition to the tendered total of the prices. Provide rates and prices that are fixed for the duration of the contract and not subject to adjustment except as provided for in the conditions of contract identified in the contract data. State the rates and prices in monetary value of the contract unless otherwise instructed in the tender data
4.10(a)	If after the commencement of the Contract, the cost or duration of the services is altered as a result of changes in, the amount of the main contract or contract amount from which estimate were based, or amounts or additions to, any statute, regulation or by-laws, or the requirements of any authority having jurisdiction over any matter in respect of the Project, then the Contract Price and time for completion shall be adjusted in order to reflect the impact of those changes, provided that, within 90 days of first having become aware of the change, the Contractor furnished the Employer with detailed justification to the Price or Period of the Performance (or both).
4.11	Alterations to the documents Do not make any alterations or additions to the tender documents, except to comply with instructions issued by the employer or to correct errors made by the tenderer and ensure that all signatories to the tender offer initial all such alterations. Do not make erasures using masking fluid.
4.12	No alternative tender offers will be considered
4.13.1	Parts of each tender offer communicated on paper shall be submitted as an original. No copies are required
4.13.2	Sign the original and all copies of the tender offer where required in terms of the tender data. NOTE The employer holds all authorized signatories liable on behalf of the tenderer.

4.13.4	The tenderer is required to submit with his tender the following certificates: 1) a copy of the CSD report showing, amongst other things, that tax matters of the service provider are in order with the South African Revenue Services. 2) proof of good standing with the Compensation for Occupational Injuries and Diseases (COID) 3) a copy of valid Construction Industry Development Board (CIDB) for Grading 5EC and above	
4.13.5	The employer's details and address for delivery of tender offers and identification details that are to be shown on each tender offer package are:	
4.15	Location of tender box: Elundini Municipality Cashier's reception area Finance Department Physical address: 1 Seller Street Maclear 5480 Identification details: Tender no, Title of Tender and the closing date and time for tenders Wednesday, 15 December 2021 Closing Date: Closing Time: 12H00 The tender box is only open on weekdays between 08:00 and 16:00	
4.13.6	Telephonic, telegraphic, telex, facsimile or e-mailed tender offers will not be accepted.	
4.15	The closing time for submission of tender offers is as stated in the Tender Notice and Invitation to Tender.	
4.16.1	The tender offer validity period is 12 weeks.	
4.17	The tenderer shall provide clarification of a tender offer during the evaluation of tender offers, in response to a request from the employer to do so.	
	NOTE: Such clarifications can include providing a breakdown of rates or prices and correction of arithmetical errors by the adjustment of certain rates or item prices (or both). No change in the competitive position of tenderers or substance of the tender offer is sought, offered, or permitted.	
4.19	The employer shall grant during working hours to premises for inspections, tests and analysis, as provided for in the tender data.	
5	Employer's Undertaking	
5.1	The employer will respond to requests for clarification received up to five (5) working days before the tender closing time.	
5.2	The employer shall issue addenda until Five (5) working days before tender closing time.	
5.4	Tenders will be opened immediately after the closing time for tenders as stated in the Tender Notice and Invitation to Tender	
5.6	Do not disclose to tenderers, or to any person not officially concerned with such processes, information relating to the evaluation and comparison of tender offers, the final evaluation price and recommendations for the award of a contract, until after the award of the contract to the successful tenderer	

5.8	Determine, after opening and before detailed evaluation, whether each tender offer that was properly received a) complies with the requirements of the standard conditions of tender in this part of SANS 10845-3:2015 b) has been properly and fully completed and signed, and c) is responsive to the other requirements of the tender documents. A responsive tender is one that conforms to all the terms, conditions, and scope of work of the tender documents, without material deviation or qualification. A material deviation or qualification is one which, in the employer's opinion, would d) detrimentally affect the scope, quality, or performance of the works, services or supply identified in the scope of work, e) significantly change the employer's or the tenderer's risks and responsibilities under the contract, or f) affect the competitive position of other tenderers presenting responsive tenders if it were to be rectified. Reject a non-responsive tender offer, and do not allow it to be subsequently made responsive by correction or withdrawal of the non-conforming deviation or reservation.
5.9	Check responsive tenders for discrepancies between amounts in words and amounts in figures. Where there is a discrepancy between the amounts in figures and the amount in words, the amount in words shall govern. For Vat related discrepancies, National and Provincial Treasury prescripts in relation to VAT procedures apply.

5.11.1	Evaluation of tender offers The procedure for the evaluation of responsive tenders is Method 4: Financial offer, quality and preferences STAGE ONE: RESPONSIVENESS TO THE BID REQUIREMENTS AND RULES Bidders' proposals must meet the following minimum requirements and supporting documents must be submitted with the completed bid document in a sealed envelope in the bid box at the closing date and time. Failure to comply will automatically eliminate the bid for further consideration. 1. Bid Document (This Document) must be submitted in its original format. 2. Each tender offer must be submitted as an original and a CD or Memory-Stick of the whole tender submission converted into PDF format. Failure to adhere to this condition shall deem bidder non-responsive. 3. Bids which are late, incomplete, unsigned or submitted by facsimile or electronically, will not be accepted. 4. A copy of the CSD report showing, amongst other things, that tax matters of the service provider are in order with the South African Revenue Services. 5. Proof of good standing with the Compensation for Occupational Injuries and Diseases (COID) 6. A copy of valid Construction Industry Development Board (CIDB) for Grading 5GB and above. 7. JV Eligibility requirements: • A joint venture must submit a consolidated valid original or certified copy of B-BBEE certificate must be submitted with the bid OR a valid original or certified copy of B-BBEE certificate issued in terms of the amended B-BBEE Construction Sector Codes (CSC000) must be submitted in order to qualify for preference points for B-BBEE. Failure to comply with this, will automatically results in the non-awarding of points for B-BBEE. (This will not disqualify bidders but points for B-BBEE will not be allocated) • Submit Joint Venture agreement in the case of joint venture. 8. Form of offer and Acceptance (fully completed and signed) 9. Site Agent / Construction Manager at NQF level 7 "Manage Labour-Intensive Construction Processes" civils engineering or equivalent Quality Council for Trades and Occupations (QCTO) civil engineering qualifications at NQF level 7. 10. Foremen/ Supervisors with minimum NQF level 5 "National Certificate: Supervision of Civil Engineering Construction Processes" 11. Invitation to bid must be completed and signed. 12. Declaration of Interest (fully completed and signed) 13. Preference Points Claim form in terms of the Preferential Procurement Regulations 2017 (fully completed and signed) 14. Declaration of Bidder's past Supply Chain Management Practices. (Completed and signed) 15. Certificate of Independent Bid Determination. (Completed and signed) 16. Compulsory Enterprise Questionnaire (Completed and signed) 17. Proof of Authority of Signatory 18. Declaration of Employees of the State or other State Institutions. 19. Proof of attendance of clarification meeting, an attendance register will be circulated for record purposes. 20. A valid original or certified copy of B-BBEE certificate must be submitted with the bid OR a valid original or certified copy of a Sworn Affidavit attested by a Commissioner of Oaths prepared and issued in terms of the amended B-BBEE Construction Sector Codes (CSC000) must be submitted in order to qualify for preference points for B-BBEE. Failure to comply with this, will automatically results in the non-awarding of points for B-BBEE. (This is not an Elimination factor).
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5.11.1	The financial offer derived from the bill of quantities will only be used for comparative basis.								
	STAGE THREE: EVALUATION OF QUALITY The quality criteria and maximum score in respect of each of the criteria in accordance with 5.11.9 are as follows: EVALUATION CRITERIA The quality criteria and maximum score in respect of each of the criteria are as follows: • Schedule 1: Experience of the tenderer – 40 points • Schedule 2 (a): Experience of Site Agent - 20 points • Schedule 2 (b): Experience of Foreman – 20 points • Schedule 4: Approach – 20 Points A minimum number of evaluation points for quality is 70. STAGE THREE: EVALUATION POINTS ON PRICE AND B-BEE REGULATIONS OF 2017 The 80/20 preference point system shall be applied for the purposes of this bid as per the requirements of the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000) and B-BBEE/ PPPFA Regulations of 2017 <table border="1" data-bbox="335 884 1109 1019"> <tr> <td>Criteria</td><td>Points</td></tr> <tr> <td>Points on Price</td><td>80</td></tr> <tr> <td>B-BBEE</td><td>20</td></tr> <tr> <td>TOTAL</td><td>100</td></tr> </table> The 80/20 preference point system for acquisition of services, works or goods up to Rand value of R 50 million: The following formula must be used to calculate the points for price in respect of tenders (including price quotation) with a Rand value equal to, or above R 30 000 and up to Rand value of R 50 000 (all applicable taxes included): A maximum of 80 or 90 points is allocated for price on the following basis: $P_s = 80 \left(1 - \frac{P_t - P_{min}}{P_t - P_{min}} \right) \quad \text{or} \quad P_s = 90 \left(1 - \frac{P_t - P_{min}}{P_t - P_{min}} \right)$ Where P_s = Points scored for price of bid under consideration P_t = Price of bid under consideration	Criteria	Points	Points on Price	80	B-BBEE	20	TOTAL	100
Criteria	Points								
Points on Price	80								
B-BBEE	20								
TOTAL	100								

The quality criteria and maximum score in respect of each of the criteria are as follows:

Quality criteria		Sub-criteria	Maximum number of points
COMPANY EXPERIENCE		Construction of Sportfields in Elundini Local Municipality	40
Experience of the tenderer in the provision of municipal civil engineering services (General Building)		4 Appointment letters, 4 reference letters and 4 completion certificates =40 points	
3 Appointment letters, 3 reference letters and 3 completion certificates =30 points			
2 Appointment letters, 2 reference letters and 2 completion certificates =20 points			
1 Appointment letter, 1 reference letter and 1 completion certificate =10 points			
KEY PERSONNEL		General experience and	20
Experience of the Site Agent (construction management) Site Agent / Contracts Manager (LIC Training NQF L7)		General experience and	20
Foreman (LIC Training minimum NQF L5)		General experience and	20
relation to the proposed contract		General experience and	20
10 years and above		General experience and	20
= 20 points		General experience and	20
5-9 years = 10 points		General experience and	20
Less than 5 years = 5 points		General experience and	20
Approach paper		General experience and	20
Good =20points		General experience and	20
Fair=10 points		General experience and	20
Poor=5 points		General experience and	20
Maximum possible score for quality (Ms)			100

Quality shall be scored by not less than three evaluators in accordance with the following schedules:

- Schedule 1: Experience of the tenderer
- Schedule 2: Experience of key person (construction management)
- Schedule 3: Approach

The minimum number of evaluation points for quality is 70

5.11.9	Each evaluation criteria will be assessed in terms of five indicators – no response, poor, satisfactory, good and very good. Scores of 0, 40, 70, 90 or 100 will be allocated to no response, poor, satisfactory, good and very good, respectively. The scores of each of the evaluators will be averaged, weighted and then totalled to obtain the final score for quality.	5.13	Tender offers will only be accepted if: a) Submits a valid SARS Tax Clearance Certificate or a tax compliance status document reflecting the pin for the Employer to verify that the tenderer is in good standing; b) The tenderer is registered with and active on the Construction Industry Development Board (CIDB) for Grading 5 GB and above c) Submits a proof of good standing with the Compensation for Occupational Injuries and Diseases (COID) d) Site Agent / Construction Manager at NQF level 7 "Manage Labour-Intensive Construction Processes" civils engineering or equivalent Quality Council for Trades and Occupations (QCTO) civil engineering qualifications at NQF level 7. e) Foremen/ Supervisors with minimum NQF level 5 "National Certificate: Supervision of Civil Engineering Construction Processes" f) the tenderer is registered on the Central Supplier Database (CSD) for the South African government (see https://secure.csd.gov.za/) unless it is a foreign supplier with no local registered entity g) the tenderer or any of its directors/shareholders is not listed on the Register of Tender Defaulters in terms of the Prevention and Combating of Corrupt Activities Act of 2004 as a person prohibited from doing business with the public sector; h) the tenderer has not: i) abused the Employer's Supply Chain Management System; or ii) failed to perform on any previous contract and has been given a written notice to this effect; and i) the tenderer has completed the Compulsory Declaration and there are no conflicts of interest which may impact on the tenderer's ability to perform the contract in the best interests of the employer or potentially compromise the tender process. j) the tenderer is not more than three months in arrears in its municipal rates and taxes or municipal service charges, if applicable k) By initialling and signing the bid document you agree to the terms and conditions of this bid and you understand that the ELM is administered by ELM Supply Chain Management Policy , MFMA Act 56 of 2003 and MFMA SCM Regulations and shall act in accordance with the said legislative prescripts.	5.17	The number of paper copies of the signed contract to be provided by the employer is one.
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Stage 1 of Evaluation: Local Production Content

Industrial Procurement

The revised Preferential Procurement Policy Framework Act (PPPFA) regulations which came into effect on the 7 December 2011 empower the Department of Trade and Industry (the dti) to designate industries, sectors and sub-sectors for local production at a specified level of local content.

Select from the following industries, sectors and sub-sectors have so far been designated for local production with minimum local content thresholds that are applicable to this project.

Industry/sector/sub-sector		Minimum threshold for local content
Steel Products and Component for Construction		
Steel Value-added Products	• Fabricated Structural Steel • Roof and Cladding • Fasteners • Wire Products • Ducting and Structural pipework • Gutters, downpipes & launders • Plates • Sheets • Galvanised and Colour Coated Coils • Wire Rod and Drawn Wire • Sections • Reinforcing bars	• 100% • 100% • 100% • 100% • 100% • 100% • 100% • 100% • 100% • 100% • 100% • 100%
	Plastic Pipes	• Polyvinyl chloride (PVC) pipes • High density polyethylene (HDPE) pipes • Polypropylene (PP) pipes • Glass reinforced plastic (GRP) pipes
Bagged and bulk cement products	• Pure Portland cement with a 95-100% clinker	• 100%

Kindly note the correct **procedure to be followed by bidders when requesting exemption letters** is as follows:

If there is a particular designated product and the minimum threshold for local content cannot be met for various reasons, bidders must apply for an exemption. After checking with the industry, **the dti** will decide whether to grant an exemption or not.

Bidders are expected to write their request(s) on a company letterhead indicating the following information:

- Procuring entity/government department/state owned company,
- Tender/bid number,
- Closing date,
- Item(s) for which the exemption is being requested for,
- Description of the goods, services or works for which the requested exemption item will be used for and the local content that can be met
- Reason(s) for the request.
- Where feasible, supporting letters from local manufacturers/suppliers (if the bidder is not importing directly).

Please note the following:

- The exemption request is tender specific.
- The exemption request will not be considered after the tender closing date has lapsed. **Direct the request to:**

Dr. Tebogo Makube
Chief Director: Industrial Procurement
Industrial Development Division
 Tel: (012) 394 3927, Fax: (012) 394 4927

Schedule 1: Experience of the tenderer

The experience of the tenderer as a company (as opposed to key staff members) in terms of the construction of Unpaved Roads (access roads) a main contractor over the last five (5) years.

The municipality will conduct an intense due diligence which will include inspection of the claimed experience of the two (2) highly preferred bidders

Tenderers should very briefly describe his or her experience in this regard, emphasising the nature of the works and complexity and attach this to this schedule.

The description should be put in tabular form with the following headings separated into each of the two categories of works:

Employer, and	Description of contracts relating to:	Contract value of the works inclusive of VAT (Rand)	Start		Completion
			Date		
Employer:	Title of the project:	Brief description:	Contact person:	Telephone number:	Email address:
Employer:	Title of the project:	Brief description:	Contact person:	Telephone number:	Email address:
Employer:	Title of the project:	Brief description:	Contact person:	Telephone number:	Email address:
Employer:	Title of the project:	Brief description:	Contact person:	Telephone number:	Email address:

Email address:				

The scoring of the tenderer's experience will be as follows:

0	Tenderer has submitted no information or inadequate information to determine scoring level.
Poor (score 10)	Limited experience. Contractor only has one (1) relevant project completed
Satisfactory (score 20)	Average experience. Contractor only has two (2) relevant projects completed
Good (score 30)	Above average experience. Contractor has three (3) relevant projects completed
Good (score 40)	Above average experience. Contractor has four (4) or more relevant projects completed

The undersigned, who warrants that he / she is duly authorised to do so on behalf of the enterprise, confirms that the contents of this schedule are within my personal knowledge and are to the best of my belief both true and correct.

Signed	Date
Name	Position
Tenderer	

Schedule 2 a : Experience of Site Agent (construction management)

The experience of the Site Agent who will be responsible for the management of the physical construction processes and the coordination, administration and management of resources on the Site will be evaluated in relation to the scope of work from two different points of view:

Contractors has in their employ in labour-intensive works only those supervisory and management staff that have completed the required Skills Programme in terms of Appendix C of the "Guidelines for the implementation of labour intensive infrastructure projects under the Expanded Public Works Programme (EPWP) Third Edition 2015":

- Site Agent / Construction Manager at NQF level 7 "Manage Labour-Intensive Construction Processes" or equivalent Quality Council for Trades and Occupations (QCTO) qualifications at NQF level 7.

CURRICULUM VITAE OF KEY PERSONNEL - MANAGEMENT

Curriculum Vitae of key management personnel to be attached to this page.

and

QUALIFICATIONS OF KEY PERSONNEL – LABOUR INTENSIVE ACTIVITIES

Relevant qualification certificates to be attached to this page for each person possessing the required qualifications in the supervision or management of LIC projects.

- 1) General experience (total duration of work activity), level of education and training and positions held.
- 2) The education, training, skills and experience and knowledge of issues which are pertinent to the scope of work.

A CV of the key person of **not** more than 3 pages needs to be attached to this schedule.

The CV should be structured under the following headings:

- 1 Personal particulars
 - name
 - date and place of birth
 - place (s) of tertiary education and dates associated therewith
 - professional awards
- 2 Qualifications (degrees, diplomas, grades of membership of professional societies and professional registrations)(Attach copies of each)
 - 3 Name of current employer and position in enterprise
 - 4 Overview of work experience (year, organization and position)
 - 5 Outline of recent assignments / experience that has a bearing on the scope of work

The scoring of the experience of key person (construction management) staff will be as follows:

General experience and qualifications in relation to the service	Adequacy for the contract	Score 0	Tenderer has submitted insufficient information to score the schedule
		Satisfactory (score 10)	Key person has reasonable levels of general experience
Good (score 15)	Key person has extensive levels of general experience	Key person has reasonable levels of project specific education, training and experience that are pertinent to the scope of work (less than 5 years' experience in General Building Supervision)	Key persons has extensive levels of project specific education, training and experience that

		Very good (score 20)	Key person has outstanding levels of general experience	are pertinent to the scope of work (5-9 years' experience in General Building Supervision)
			Key person has outstanding levels of project specific education, training and experience that are pertinent to the scope of work (10 or more years' experience in General Building Supervision)	

The undersigned, who warrants that he / she is duly authorised to do so on behalf of the enterprise, confirms that the contents of this schedule are within my personal knowledge and are to the best of my belief both true and correct.

Signed _____
Name _____
Position _____
Date _____
Tenderer _____

Schedule 2b: Experience of Foreman (construction supervision)

The experience of the Site Agent who will be responsible for the management of the physical construction processes and the coordination, administration and management of resources on the Site will be evaluated in relation to the scope of work from two different points of view:

Contractors has in their employ in labour-intensive works only those supervisory and management staff that have completed the required Skills Programme in terms of Appendix C of the "Guidelines for the implementation of labour intensive infrastructure projects under the Expanded Public Works Programme (EPWP) Third Edition 2015":

- Foremen / Supervisors at NQF level 4 "National Certificate: Supervision of Civil Engineering Construction Processes";

CURRICULUM VITAE OF KEY PERSONNEL - MANAGEMENT

Curriculum Vitae of key management personnel to be attached to this page.

and

QUALIFICATIONS OF KEY PERSONNEL – LABOUR INTENSIVE ACTIVITIES

Relevant qualification certificates to be attached to this page for each person possessing the required qualifications in the supervision or management of LIC projects.

- 1) General experience (total duration of work activity), level of education and training and positions held.
- 2) The education, training, skills and experience and knowledge of issues which are pertinent to the scope of work.

A CV of the key person of not more than 3 pages needs to be attached to this schedule.

The CV should be structured under the following headings:

- 1 Personal particulars
 - name
 - date and place of birth
 - place (s) of tertiary education and dates associated therewith
 - professional awards
- 2 Qualifications (degrees, diplomas, grades of membership of professional societies and professional registrations)(Attach copies of each)
 - 3 Name of current employer and position in enterprise
 - 4 Overview of work experience (year, organization and position)
 - 5 Outline of recent assignments / experience that has a bearing on the scope of work

The scoring of the experience of key person (construction management) staff will be as follows:

General experience and qualifications in relation to the service	Adequacy for the contract	Score 0	Tenderer has submitted insufficient information to score the schedule
		Fair (score 10)	Key person has reasonable levels of general experience Key person has reasonable levels of project specific education, training and experience that are pertinent to the scope of work (less than 5 years' experience in General Building Supervision)
Very good (score 20)	Key person has outstanding levels of general experience	Good (score 15)	Key persons has extensive levels of project specific education, training and experience that are pertinent to the scope of work (5-9 years' experience in General Building Supervision)
		Very good (score 20)	Key person has outstanding levels of project specific education, training and experience that are pertinent to the scope of work (10 or more years' experience in General Building Supervision)

The undersigned, who warrants that he / she is duly authorised to do so on behalf of the enterprise, confirms that the contents of this schedule are within my personal knowledge and are to the best of my belief both true and correct.

Signed _____
Name _____
Position _____
Date _____
Tenderer _____

Schedule 3 : Approach paper

The approach paper must respond to the scope of work, the nature of the contract, the required resources and outline the proposed approach / methodology including that relating to the controlling of costs and the sourcing, programming and management of key subcontractors and suppliers. The approach paper as such needs to:

- outline the proposed methodology and systems which will be employed to control costs and engage and manage subcontractors;

- identify the challenges that the tenderer may face in providing the works within the region in which the tender was invited to submit a tender; and

- articulate what value add the tenderer will provide in achieving the stated and implied objectives for the project including the secondary (developmental) objectives.

The tenderer should as such explain his / her understanding of the objectives of the project, highlight the issues of importance, and explain the technical and strategic approach they would adopt to address them. The approach paper should explain the methodologies which are to be adopted, demonstrate the compatibility of those methodologies with the proposed approach. The approach should also include a high level quality plan which outlines processes, procedures and associated resources, applied by whom and when, to meet the requirements and indicate how risks will be managed and what contribution can be made regarding value management.

The approach paper will be evaluated in relation to the scope of work from the following points of view:

- 1) Approach to delivering projects as the main contractor.

The tenderer must attach his / her approach paper to this page. The approach paper should not be longer than 10 pages.

The scoring of the approach paper will be as follows:

Delivering projects as the main contractor	
Score 0	Tenderer has submitted insufficient information to score the schedule
Poor (score 5)	The technical approach and / or methodology is poor / is unlikely to satisfy project objectives or requirements. The tenderer has misunderstood certain aspects of the scope of work and does not deal with the critical aspects of the project.
Fair (score 10)	The approach is generic and not tailored to address the specific project objectives and methodology. The approach does not adequately deal with the critical characteristics of the project.
Good (score 15)	The approach is specifically tailored to address the specific project objectives and methodology and is sufficiently flexible to accommodate changes that may occur during execution. The quality plan and approach to managing risk etc is specifically tailored to the critical characteristics of the project.
Very Good (score 20)	Besides meeting the "good" rating, the important issues are approached in an innovative and efficient way, indicating that the tenderer has outstanding knowledge of state-of-the-art approaches. The approach paper details ways to improve the project outcomes and the quality of the outputs / outcomes

The undersigned, who warrants that he / she is duly authorised to do so on behalf of the enterprise, confirms that the contents of this schedule are within my personal knowledge and are to the best of my belief both true and correct.

Signed	Date
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Tenderer	Name	Position
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1.2 ECC3 Contract Data

Part one - Data provided by the Employer

Clause	Statement	Data
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1	General	
	The conditions of contract are the core clauses and the clauses for main Option	
B:	Priced Bill of Quantities	
W1:	Dispute resolution procedure	
	and secondary Options	
X2:	Changes in the Law	
X7:	Delay damages	
X16:	Retention	
X16:	Retention X18: Limitation of liability X16: Retention X16: Retention	
Z:	Additional conditions of contract	
	of the NEC3 Engineering and Construction Contract, June 2005 (ECC3) (with amendments June 2006)	

10.1	The Employer is (Name):	Elundini Local Municipality:	Address	No 1 Seller Street, NQANQARHU, 5480	Tel No.	045 932 8100
10.1	The Project Manager is: (Name)	Sisekho Sako	Address	No 1 Seller Street, NQANQARHU, 5480	Tel	045 932 8216
			e-mail	sisekhos@elundini.gov.za		
10.1	The Supervisor is: (Name)	Sigalo Mrenqwa	Address	No 1 Seller Street, NQANQARHU, 5480	Tel	045 932 8216
			e-mail	sigalom@elundini.gov.za		
11.2(13)	The works are	As defined on the package order				
11.2(14)	The following matters will be included in the Risk Register	Part 5 – Annexures – Risks identified part of the Risk Assessment as per the Safety Health & Environment Specification document				

11.2(15)	The boundaries of the site are	As defined in the package order
11.2(16)	The Site Information is in	As described in Part 4: Site Information
11.2(19)	The Works Information is in	As described in section Part 3: Scope of Work and all documents and drawings.
12.2	The law of the contract is the law of	the Republic of South Africa
13.1	The language of this contract is	English
13.3	The period for reply is	5 working days
2	The Contractor's main responsibilities	No additional data other than the conditions of contract specified for this section.
3	Time	
11.2(3)	The completion date for the whole of the works is	
30.1	The access dates are:	Part of the Site 1 Complete Site As reflected on the package order Date
31.1	The Contractor is to submit a first programme for acceptance within	1 (one) week after the Contract Date.
31.2	The starting date is	14 Days after appointment
32.2	The Contractor submits revised programmes at intervals no longer than	1 (one) week.
4	Testing and Defects	
42.2	The defects date is	52 (fifty two) weeks after Completion of the whole of the works.
43.2	The defect correction period is	2 (two) weeks
5	Payment	
50.1	The assessment interval is	Once a month
51.1	The currency of this contract is the	South African Rand.
51.2	The period within which payments are made is	30 days after the assessment date and approval of the assessment.
51.4	The interest rate is	(i) zero percent above the publicly quoted prime rate of interest (calculated on a 365 day year) charged by from time to time by the Standard Bank of South Africa (as certified, in the event of any dispute, by any manager of such bank, whose appointment it shall not be necessary to prove) for amounts due in Rands and

(iii) the LIBOR rate applicable at the time for amounts due in other currencies. LIBOR is the 6 month London Interbank Offered Rate quoted under the caption "Money Rates" in The Wall Street Journal for the applicable currency or if no rate is quoted for the currency in question then the rate for United States Dollars, and if no such rate appears in The Wall Street Journal then the rate as quoted by the Reuters Monitor Money Rates Service (or such service as may replace the Reuters Monitor Money Rates Service) on the due date for the payment in question, adjusted mutatis mutandis every 6 months thereafter (and as certified, in the event of any dispute, by any manager employed in the foreign exchange department of The Standard Bank of South Africa Limited, whose appointment it shall not be necessary to prove.

6	Compensation events
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60.1(13)	The weather measurements to be recorded for each calendar month are,
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Rainfall to be recorded on a daily basis in the site diary and reported on a weekly basis.
the number of days with inclement weather conditions such a high winds above the allowable crane operating limits, cold temperatures less than 5 degrees Celsius, and the number of days with snow lying at 09:00 hours South African Time

The place where weather is to be recorded is: Position closest to Ngqanqaru town

The weather measurements are supplied by SA Weather Bureau

and which are available from: the South African Weather Bureau

60.1(13)	Assumed values for the ten year return weather data for each weather measurement for each calendar month are: As stated in Annexure A to this Contract Data provided by the Employer.
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7	Title No additional data other than the conditions of contract specified for this section.
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8	Risks and insurance
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80.1	These are additional Employer's risks
84.1	The Employer provides these additional insurances

84.2 The minimum limit of indemnity for insurance in respect of loss of or damage to property (except the works, Plant, Materials and Equipment) and liability for bodily injury to or death of a person (not an employee of the Contractor) caused by activity in connection with this contract for any one event is
Whatever the Contractor deems necessary as part of the manufacturing, transport, security risk on site and installation process.

84.2	The minimum limit of indemnity for insurance in respect of death of or bodily injury to employees of the Contractor arising out of and in the course of their employment in connection with this contract for any one event is	As prescribed by the Compensation for Occupational Injuries and Diseases Act No. 130 of 1993 and the Contractor's common law liability for people falling outside the scope of the Act with a limit of indemnity of not less than R500 000 (Five hundred thousand Rands).
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9	Termination	This Agreement may be terminated upon written notice if a breach of obligations occurs and the breaching party fails to cure such breach within seven (7) days after receipt of such breach or for any reason seen as sufficient and justified by law
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10	Data for main Option clause	
B	Priced contract with Bill of Quantities	

11	Data for Option W1	
W1.1	The Adjudicator is	The person agreed to by both the Employer and the Contractor to act as the Adjudicator if a dispute is called for.

W1.2(3)	The Adjudicator nominating body is:	The Chairman of the Joint Civils Division of the South African Institution of Civil Engineering. (See www.jointcivils.co.za)
W1.4(2)	The tribunal is:	Arbitration.

W1.4(5)	The arbitration procedure is	the latest edition of Rules for the Conduct of Arbitrations published by The Association of Arbitrators (Southern Africa) or its successor body.
	The place where arbitration is to be held is	Nganqarhu, Eastern Cape, South Africa.
	The person or organisation who will choose an arbitrator	
	if the Parties cannot agree a choice or if the arbitration procedure does not state who selects an arbitrator, is	The Chairman for the time being or his nominee of the Association of Arbitrators (Southern Africa) or its successor body.

12	Data for secondary Option clauses	
X2	Changes in the Law	No data is required for this section.
X7	Delay damages	

X7.1	Delay damages for not meeting the Completion date is	The delay damages amount per day for Completion of the whole of the works is 0.05% of the total of Prices excluding VAT at the time that the Package Order was issued. This shall be capped to a limit of 30% of the original contract amount after which the termination clause can be invoked.
	The total delay damages payable by the Contractor does not exceed:	30% of Contract Value as stated on the package order

X16	Retention (not used with Option F)	
X16.1	The retention free amount is	NIL

	The retention percentage is 10% 5% will be released after Completion. The remaining 5% will be released after the Defects Certificate (stating that there are no defects) has been issued.	X18	Limitation of liability
X18.1	The Contractor's liability to the Employer for indirect or consequential loss is limited to: R0.0 (zero Rand)	X18.2	For any one event, the Contractor's liability to the Employer for loss of or damage to the Employer's property is limited to: Replacement Cost
X18.3	The Contractor's liability for Defects due to his design which are not listed on the Defects Certificate is limited to the total of the Prices at the Contract Date	X18.4	The Contractor's total liability to the Employer for all matters arising under or in connection with this contract, other than excluded matters, is limited to: the total of the Prices other than for the additional excluded matters. The Contractor's total liability for the additional excluded matters is not limited. The additional excluded matters are amounts for which the Contractor is liable under this contract for Defects due to his design which arise before the Defects Certificate is issued, Defects due to manufacture and fabrication outside the Site, loss of or damage to property (other than the works, Plant and Materials), death of or injury to a person and infringement of an intellectual property right.
X18.5	The end of liability date is (i) seven years after the defects date for latent Defects and (ii) the date on which the liability in question prescribes in accordance with the Prescription Act No. 68 of 1969 (as amended or in terms of any replacement legislation) for any other matter. A latent Defect is a Defect which would not have been discovered on reasonable inspection by the Employer or the Supervisor before the defects date, without requiring any inspection not ordinarily carried out by the Employer or the Supervisor during that period. If the Employer or the Supervisor do undertake any inspection over and above the reasonable inspection, this does not place a greater responsibility on the Employer or the Supervisor to have discovered the Defect.	Z	The Additional conditions of contract are Z1 to Z12 always apply.

Z1	Cession delegation and assignment	
Z1.1	The Contractor does not cede, delegate or assign any of its rights or obligations to any person without the written consent of the Employer.	
Z1.2	Notwithstanding the above, the Employer may on written notice to the Contractor cede and delegate its rights and obligations under this contract to any of its subsidiaries or any of its present divisions or operations which may be converted into separate legal entities as a result of the restructuring of the Electricity Supply Industry and the Electricity Distribution Industry.	
Z2	Joint ventures	
Z2.1	If the Contractor constitutes a joint venture, consortium or other unincorporated grouping of two or more persons or organisations then these persons or organisations are deemed to be jointly and severally liable to the Employer for the performance of this contract.	
Z2.2	Unless already notified to the Employer, the persons or organisations notify the Project Manager within two weeks of the Contract Date of the key person who has the authority to bind the Contractor on their behalf.	
Z2.3	The Contractor does not substantially alter the composition of the joint venture, consortium or other unincorporated grouping of two or more persons without the consent of the Employer having been given to the Contractor in writing.	
Z3	Change of Broad Based Black Economic Empowerment (B-BBEE) status	
Z3.1	Where a change in the Contractor's legal status, ownership or any other change to his business composition or business dealings results in a change to the Contractor's B-BBEE status, the Contractor notifies the Employer within seven days of the change.	
Z3.2	The Contractor is required to submit an updated verification certificate and necessary supporting documentation confirming the change in his B-BBEE status to the Project Manager within thirty days of the notification or as otherwise instructed by the Project Manager.	
Z3.3	Where, as a result, the Contractor's B-BBEE status has decreased since the Contract Date the Employer may either re-negotiate this contract or alternatively, terminate the Contractor's obligation to provide the Works.	
Z3.4	Failure by the Contractor to notify the Employer of a change in its B-BBEE status may constitute a reason for termination. If the Employer terminates in terms of this clause, the procedures on termination are P1, P2 and P3 as stated in clause 92, and the amount due is A1 and A3 as stated in clause 93.	
Z4	Ethics	
Z4.1	Any offer, payment, consideration, or benefit of any kind made by the Contractor, which constitutes or could be construed either directly or indirectly as an illegal or corrupt practice, as an inducement or reward for the award or in execution of this contract constitutes grounds for terminating the Contractor's obligation to Provide the Works or taking any other action as appropriate against the Contractor (including civil or criminal action).	
Z4.2	The Employer may terminate the Contractor's obligation to Provide the Works if the Contractor (or any member of the Contractor where the Contractor constitutes a joint venture, consortium or other unincorporated grouping of two or more persons or organisations) is found guilty by a competent court, administrative or regulatory body of participating in illegal or corrupt practices.	
Z4.3	Such practices include making of offers, payments, considerations, or benefits of any kind or otherwise, whether in connection with any procurement process or contract with the Employer or other people or organisations and including in circumstances where the Contractor or any such member is removed from the an approved vendor data base of the Employer as a consequence of such practice.	
	Notwithstanding the provisions of core clause 90.2, the procedures on termination in terms of this clause are P1, P2 and P3 as stated in the core clause 92 and the amount due is A1 and A3 as stated in core clause 93.	

25	Confidentiality	The Contractor does not disclose or make any information arising from or in connection with this contract available to Others. This undertaking does not, however, apply to information which at the time of disclosure or thereafter, without default on the part of the Contractor, enters the public domain or to information which was already in the possession of the Contractor at the time of disclosure (evidenced by written records in existence at that time). Should the Contractor disclose information to Others in terms of clause 25.1, the Contractor ensures that the provisions of this clause are complied with by the recipient.
25.2		If the Contractor is uncertain about whether any such information is confidential, it is to be regarded as such until notified otherwise by the Project Manager.
25.3		In the event that the Contractor is, at any time, required by law to disclose any such information which is required to be kept confidential, the Contractor, to the extent permitted by law prior to disclosure, notifies the Employer so that an appropriate protection order and/or any other action can be taken if possible, prior to any disclosure. In the event that such protective order is not, or cannot, be obtained, then the Contractor may disclose that portion of the information which it is required to be disclosed by law and uses reasonable efforts to obtain assurances that confidential treatment will be afforded to the information so disclosed.
25.4		The taking of images (whether photographs, video footage or otherwise) of the works or any portion thereof, in the course of Providing the Works and after Completion, requires the prior written consent of the Project Manager. All rights in and to all such images vests exclusively in the Employer.
25.5		The Contractor ensures that all his subcontractors abide by the undertakings in this clause.
26		Waiver and estoppel: Add to core clause 12.3:
26.1		Any extension, concession, waiver or relaxation of any action stated in this contract by the Parties, the Project Manager, the Supervisor, or the Adjudicator does not constitute a waiver of rights, and does not give rise to an estoppel unless the Parties agree otherwise and confirm such agreement in writing.
27		Health, safety and the environment: Add to core clause 27.4
27.1		The Contractor undertakes to take all reasonable precautions to maintain the health and safety of persons in and about the execution of the works. Without limitation the Contractor:
27.2		accepts that the Employer may appoint him as the "Principal Contractor" (as defined and provided for under the Construction Regulations 2014 (promulgated under the Occupational Health & Safety Act 85 of 1993) ("the Construction Regulations") for the Site; warrants that the total of the Prices as at the Contract Date includes a sufficient amount for proper compliance with the Construction Regulations, all applicable health & safety laws and regulations and the health and safety rules, guidelines and procedures provided for in this contract and generally for the proper maintenance of health & safety in and about the execution of works; and undertakes, in and about the execution of the works, to comply with the Construction Regulations and with all applicable health & safety laws and regulations and rules, guidelines and procedures otherwise provided for under this contract and ensures that his Subcontractors, employees and others under the Contractor's direction and control, likewise observe and comply with the foregoing.
28		Provision of a Tax Invoice and interest: Add to core clause 51
28.1		Within one week of receiving a payment certificate from the Project Manager in terms of core clause 51.1, the Contractor provides the Employer with a tax invoice in accordance with the Employer's procedures stated in the Works Information, showing the amount due for payment equal to that stated in the payment certificate.

Z8.2	If the Contractor does not provide a tax invoice in the form and by the time required by this contract, the time by when the Employer is to make a payment is extended by a period equal in time to the delayed submission of the correct tax invoice. Interest due by the Employer in terms of core clause 51.2 is then calculated from the delayed date by when payment is to be made.
Z8.3	The Contractor (if registered in South Africa in terms of the companies Act) is required to comply with the requirements of the Value Added Tax Act, no 89 of 1991 (as amended) and to include the Employer's VAT number 4740101508 on each invoice he submits for payment.
Z9	Notifying compensation events
Z9.1	Delete from the last sentence in core clause 61.3, "unless the Project Manager should have notified the event to the Contractor but did not".
Z10	Employer's limitation of liability
Z10.1	The Employer's liability to the Contractor for the Contractor's indirect or consequential loss is limited to R0.00 (zero Rand)
Z10.2	The Contractor's entitlement under the indemnity in 83.1 is provided for in 60.1(14) and the Employer's liability under the indemnity is limited to compensation as provided for under the compensation events stated in this contract.
Z11	Termination: Add to core clause 91.1, at the second main bullet point, fourth sub-bullet point, after the words "against it":
Z11.1	or had a judicial management order granted against it.
Z12	Addition to secondary Option X7 Delay damages (if applicable in this contract)
Z12.1	If the amount due for the Contractor's payment of delay damages reaches the limits stated in this Contract Data for Option X7 or Options X5 and X7 used together, the Employer may terminate the Contractor's obligation to Provide the Works using the same procedures and payment on termination as those applied for reasons R1 to R15 or R18 stated in the Termination Table.

Annexure A: One-in-ten-year-return weather data obtained from SA Weather Bureau for [weather station]

If any one of these weather measurements recorded within a calendar month, before the Completion Date for the whole of the works and at the place stated in this Contract Data is shown to be more adverse than the amount stated below then the Contractor may notify a compensation event.

Rainfall data is supplied by Weather South Africa for Nganqarhu, Ugie and Mt Fletcher area in the Eastern Cape and surrounding areas.

Only the difference between the more adverse recorded weather and the equivalent measurement over a 12 year rolling average will be taken into account in assessing a compensation event.

C1.2 Contract Data

Part two - Data provided by the Contractor

Clause	Statement	Data
10.1	The Contractor is (Name): Address Tel No. Fax No.	
11.2(8)	The direct fee percentage is	 %
	The subcontracted fee percentage is	 %
11.2(18)	The working areas are the Site and	
24.1	The Contractor's key persons are: 1 Name: Job: Responsibilities: Qualifications: Experience: 2 Name: Job: Responsibilities: Qualifications: Experience: 3 Name: Job: Responsibilities: Qualifications: Experience: 4 Name: Job: Responsibilities: Qualifications: Experience:	CV's (and further key persons data including CVs) are appended to Tender Schedule entitled.

11.2(3)	The completion date for the whole of the works is	
11.2(14)	The following matters will be included in the Risk Register	
31.1	The programme identified in the Contract Data is	
B	Priced contract with bill of quantities	
11.2(31)	The tendered total of the Prices is	(in figures) (in words), excluding VAT
	Data for Schedules of Cost Components	Note "SCC" means Schedule of Cost Components starting on page 56 of ECC3, and "SSCC" means Shorter Schedule of Cost Components starting on page 59 of ECC3.
B	Priced contract with bill of quantities	Data for the Shorter Schedule of Cost Components
11 in SSCC	The hourly rates for people working for the Contractor within the Working Areas are:	Category of employee Hourly rate
41 in SSCC	The percentage for people overheads is	 %
22 in SSCC	The rates of Equipment are:	Equipment Size or capacity Rate

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4.	Clauses 4.1.1 and SCC 4.1.1: The penalty for failing to achieve the monetary value of the target set by the Employer for local labour content in terms of Part F: Requirements of the Expanded Public Works Programme (EPWP) of section C3.3 Particular Specifications in Part C3: Scope of Works, is 5% of the monetary value by which the achieved monetary value falls short of the target monetary value.	CONTRACTOR'S GENERAL OBLIGATIONS
5.		TIME AND RELATED MATTERS Note to compiler: All the tabulated Contract Data for "Clauses 5.3.1 and 5.3.2" and "Clauses SCC 5.3.1 and SCC 5.3.2" as shown below must appear in every Open Tender document, irrespective of the estimated value of the Works.

F1.11	Refer to Requirements of the Expanded Public Works Programme (EPWP)	Penalty applicable to any shortfall in the local labour content achieved The specified minimum percentage of local labour content is <u>X%</u> Note to compiler: The compiler is to insert the target percentage based on detailed calculations of the local labour component anticipated for each scheduled pay item, including the pay items contributing to the provisional sum associated with the construction Works carried out by Targeted Enterprise subcontractors. The compiler is to discuss and confirm the proposed minimum percentage of local labour content with the Department's Project Manager
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C2.1 Pricing assumptions: Option B

The conditions of contract
How work is priced and assessed for payment
Clause 11 in NEC3 Engineering and Construction Contract, June 2005 (ECC3) Option B states:

Identified and defined terms 11 11.2

(21) The Bill of Quantities is the bill of quantities as changed in accordance with this contract to accommodate implemented compensation events and for accepted quotations for acceleration.

(28) The Price for Work Done to Date is the total of

the quantity of the work which the Contractor has completed for each item in the Bill of Quantities multiplied by the rate and a proportion of each lump sum which is the proportion of the work covered by the item which the Contractor has completed.

Completed work is work without Defects which would either delay or be covered by immediately following work.

(31) The Prices are the lump sums and the amounts obtained by multiplying the rates by the quantities for the items in the Bill of Quantities.

This confirms that Option B is a re-measurement contract and the bill comprises only items measured using quantities and rates or stated as lump sums. Value related items are not used. Time related items are items measured using rates where the rate is a unit of time.

Function of the Bill of Quantities
Clause 55.1 in Option B states, "Information in the Bill of Quantities is not Works Information or Site Information". This confirms that instructions to do work or how it is to be done are not included in the Bill, but in the Works Information. This is further confirmed by Clause 20.1 which states, "The Contractor Provides the Works in accordance with the Works Information". Hence the Contractor does not Provide the Works in accordance with the Bill of Quantities. The Bill of Quantities is only a pricing document.

The NEC approach to the P & G bill assumes use will be made of method related charges for Equipment applied to Providing the Works based on durations shown in the Accepted Programme, fixed charges for the use of Equipment that is required throughout the construction phase, time related charges for people working in a supervisory capacity for the period required, and lump sum charges for other facilities or services not directly related to performing work items typically included in other parts of the bill.

The P & G section of the bill is not used for the assessment of compensation events.

Measurement and payment

Symbols

The units of measurement described in the Bill of Quantities are metric units abbreviated as follows:

Abbreviation	Unit
%	percent
h	hour
ha	hectare
kg	kilogram
kl	kilolitre
km	kilometre
km-pass	kilometre-pass
kPa	kilopascal

1 Provisional Sums should not be used unless absolutely unavoidable. Rather include specifications and associated bill items for the most likely scope of work, and then change later using the compensation event procedure if necessary.

Amplification of or assumptions about measurement items
For the avoidance of doubt the following is provided to assist in the interpretation of descriptions given in the method of measurement. In the event of any ambiguity or inconsistency between the statements in the method of measurement and this section, the interpretation given in this section shall be used.

Bill of Quantity
Scope of Work
Drawings

General assumptions
Unless otherwise stated, items are measured net in accordance with the drawings, and no allowance has been made in the quantities for waste.

The Prices and rates stated for each item in the Bill of Quantities shall be treated as being fully inclusive of all work, risks, liabilities, obligations, overheads, profit and everything necessary as incurred or required by the Contractor in carrying out or providing that item.

An item against which no Price is entered will be treated as covered by other Prices or rates in the bill of quantities.

The quantities contained in the Bill of Quantities may not be final and do not necessarily represent the actual amount of work to be done. The quantities of work assessed and certified for payment by the Project Manager at each assessment date will be used for determining payments due.

The short descriptions of the items of payment given in the bill of quantities are only for the purposes of identifying the items. Detail regarding the extent of the work entailed under each item is provided in the Works Information.

kW	kilowatt
l	litre
m	metre
mm	millimetre
m ²	square metre
m ² -pass	square metre pass
m ³	cubic metre
m ³ -km	cubic metre-kilometre
MN	meganeutron
MN.m	meganeutron-metre
MPa	megapascal
No.	number
Prov sum ¹	provisional sum
PC-sum	prime cost sum
R/only	Rate only
sum	Lump sum
t	ton (1000kg)
W/day	Work day

Tender assessment schedule (NEC3 ECC – Option B)

This schedule is for information only and does not need to be completed. The evaluators will apply this schedule to arrive at a comparative offer in the evaluation of tenders

The parameters tendered in the Contract Data by the Contractor are to be reduced to a common base for comparative purposes as follows:

Tendered total of the Prices (from Activity Schedule / Summary to Bill of Quantities) ①

Employer's assumed value of compensation events less the fee for tender evaluation purposes::

= % of Tendered total of the Prices

= / 100 x ① = ②

Fee for assumed compensation events

= ② x (w₁ x F₁ + w₂ x F₂)

where F₁ = The percentage for overheads and profit added to the Defined Cost for people

F₂ = The percentage for overheads and profit added to other Defined Cost

w₁ and w₂ are weighting factors

= ② x (..... / 100 + / 100) = ③

Cost of percentages associated with the Shorter Schedule of Cost Components in assumed compensation events = amount calculated from the following table

1	2	3	4	5
Subcomponent	Estimated percentage of ②	Tendered percentages (from Contract Data: Part 2 – Data provided by the Contractor)	Calculation	Amount
Equipment ex published lists element	%	Percentage for adjustment for Equipment in the published lists + / - %	② x column 2 / 100 x column 3 / 100	
People	%	Percentage for people overheads %		
Design outside of working areas	%	Percentage for design overheads %		
Total cost of percentages in assumed compensation events ③				

Cost of design outside of Working Areas associated with compensation events = amount calculated from the following table

1	2	3	4
Category of employee	Hourly rate	Tendered hourly rates (from Contract Data: Part 2 – Data provided by the Contractor)	Total amount (Rand) (Column 2 x column 3)
Total cost of design outside of Working Areas in assumed compensation events ④			

FRAMEWORK CONTRACT FOR THE CONSTRUCTION OF UNPAVED ROADS WITHIN ELUNDINI LOCAL MUNICIPALITY

Tender no: ELM-3/018/2021-2022

Elundini Local Municipality



C3: Scope of work

C3.1 Framework Information

1. Background

Framework of contract for Construction of Sportfields was established with the following:

1.1 Vision

To have a panel of service providers for a period of time without a quantum of works, this will provide efficient turnaround time in attending to infrastructure.

1.2 Mission

- To promote broad based black economic empowerment;
- To promote local employment (temporary and permanent) through the delivery of the works;
- To develop small enterprise capacity to undertake the portions of the work as subcontractors and the maintenance of the completed works;
- To retain as much of the project expenditure within the Elundini Local Municipality; and,
- To Support skills development by increasing the number of people who have part qualifications, national qualifications and professional designations awarded by statutory councils.

2. Employer's objectives

- The Employer's primary objective in entering into this framework contracts over a 3 year framework term for Construction of Sportfields within the Elundini Municipal area of jurisdiction, on an as and when instructed basis without a commitment to a quantum of work, is to secure the services of a limited number of suitably qualified contractors to serve the Employer's current and emerging needs.
- The secondary or developmental objectives of the Employer are to provide employment and business opportunities to persons residing or located within the Elundini Municipal area.

Specific

- The Contractor is required to provide all required personnel, materials, equipment and plant required for the construction of Sportfields and associated works as instructed through a Package Order issued by the Elundini Local Municipality.

- The Contractor will furthermore be required to subcontract up-to 30% of the Works to local businesses in order to develop them over the framework period to enable them to rise their CIBB grading.
- Each Package Order will specify its own Works Information with the necessary details applicable for the construction of that Work Package. This will include but not limited to reporting, invoicing, technical details, drawings, location, Site Information as well as people employment requirements

- 3. Scope of work / deliverables**
- Construction and Upgrade of Sportfields that includes but not limited to;
- Earthworks
 - Construction of soccer and rugby pitch platforms
 - Installation of athletics running track
 - Construction of combi courts (Netball/Basket Ball/ Tennis court)
 - Construction of change rooms completion with Bathrooms and toilets
 - Construction of ticket offices/Guardrooms
 - Fencing
 - Installation of water supply systems and sewer treatment facility

4. Management of the agreement

The Employer and Contractor will meet to discuss the management of this agreement at least on a monthly basis and when either Party requests such a meeting.

The contact person for the Employer for these meetings will be Mrs S. Sako or the senior accounting officer of the Municipality.

The Contractor will report on a quarterly basis to the Employer the status of the local business development as required in section 2 above.

5. The quotation procedure

The Employer will specify the specific requirements that the selected Contractor needs to adhere to for the quotation for a specific Package Order.

- a) The quotation request will at least consist of:
 - The quotation instructions;
 - The completed Package Order Contract Data for the specific package order;
 - The detailed Works Information and Site Information for the specific package order; and
 - Any other relevant information.
- b) The quotation instructions will at least indicate:
 - The time and place for submission of a quotation;
 - The information required as part of the quotation;
 - The proposed timeline for the execution of the Package Order;
 - The intended appointment date; and
 - The person who can be contacted.
- c) After submission of the quotation by the Contractor/s, the Employer may
 - 1) Accept the quotation by issuing a Package Order to the successful Contractor;
 - 2) Revise the Work Package and request a revised quotation; or
 - 3) Decide that the Work Package should not be carried out.

6 Issuing of Package Orders

- 6.1 The Employer will issue Package Orders in accordance with the provisions of the National Treasury Standard for Infrastructure Procurement and Delivery Management for framework agreements (see clause 14.3). (<http://www.treasury.gov.za/legislation/pfma/treasury/instruction/Annexure%20A%20-%20Standard%20for%20Infrastructure%20Procurement%20and%20Delivery%20Management.pdf>)
- 6.2 Performance in achieving and exceeding developmental targets and undertakings may form part of the justifiable reasons for awarding a Package Order to a particular framework contractor.

7 General specifications for materials

- The Contractor shall only incorporate in the works materials (substances that can be incorporated into the works), products (item manufactured or processed for incorporation into the works), components (products manufactured as distinct units to serve a specific function or functions) and assemblies (set of related components attached to each other) which are:
- a) fit for their intended purpose; and
 - b) capable of fulfilling required functions under intended use conditions or when in use, with planned maintenance, under the influence of the environmental actions or a result of a self-ageing process for a period of time within industry accepted norms.

8 Title to objects and materials within the site

Earth, stone, gravel and sand, and all other materials existing on, excavated from or obtained by the removal of vegetation or demolition of structures on the site, shall be at the Contractor's disposal in so far as they are required for incorporation into the works.

9 Promotion of developmental procurement objectives

9.1 Local direct employment goal

- 9.1.1 The Contractor shall achieve or exceed in the performance of the Package Order the contract local direct employment goal (CLDEG) established in Scope of Work associated with a Package Order where:
- a) contract local direct employment goal (CLDEG) means the percentage of the total number of equivalent person days worked by people employed by the Contractor or a Subcontractor for the performance of the works who are local people;
 - b) equivalent person-days means the total time worked by people within the Working Area divided by 8 hours;
 - c) local people means people who reside in the Elundini Municipal areas, within 20 km of the site
- 9.1.2 Credits towards the contract local direct employment goal shall be assessed and granted by the Employer's delegate, based on information provided by the Contractor whenever the amount due to the Contractor in terms of the contract is assessed.
- 9.1.3 The Contractor shall submit to the Employer's delegate in a format acceptable to the Employer's delegate the name, identity number, gender, youth, residential address, occupation and equivalent-person days employment in respect of each and every employee of the Contractor and subcontractors whenever the amount due to a Contractor in terms of the contract is assessed.
- 9.1.4 Credits towards the contract local direct employment goal shall be denied where:
- a) the wages and conditions of employment for local people are less favourable than those set by an applicable bargaining council, relevant sectoral determinations made by the Minister of Labour or, in the absence of any applicable bargaining council or sectoral determination, the local wages and conditions of employment for unskilled workers; and

b) people work outside of the site.

9.1.5 The contractor shall also commit to sub-goals for women and youth (persons 16 – 35 years of age)

9.2 Development of local subcontractors

9.2.1 The Contractor shall at least subcontract 30% of the Works with local businesses to develop them over the framework period to enable them to rise their CIBB grading.

9.2.2 A local subcontractor is an enterprises who has the skill and expertise to provide services and the responsibility for the management and supervision relating thereto, in the discharge of a contractual obligation, from a building together with its land and outbuildings located within the Elundini Local Municipality and which can provide proof of ownership of such premises or a valid rental agreement with the owner of such premises.

9.2.2.1. The Contractor will be responsible to transfer skills and monitor the Local Sub-Contractor work done on site and check the quality of work done on site by the Sub-Contractor.

9.2.3 The Contractor shall provide the Employer with a proposed strategy and method statement for the development of local subcontractors whenever the contractor submits a quotation for a Package Order.

9.2.4 The Contractor shall report on a quarterly basis to the Employer the progress made in developing subcontractors.