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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, Ngqangqaru, 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 Mdudzwana, Tel No. 045 932 8125 or email: hlubikazizi@elundini.gov.za

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

FRAMEWORK CONTRACT FOR THE ELUNDINI RURAL ELECTRIFICATION



Elundini Local Municipality
Tender no: ELM-3/075/2020-2021

T1.2 Tender Data

The conditions of tender are the latest edition of SANS 10845-3:2015, *Construction and maintenance Procurement – Part 3: Standard conditions of tender*.

SANS 10845-3:2015 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 10845-3:2015.

Each item of data given below is cross-referenced to the clause in SANS 10845-3:2015 to which it mainly applies. These standards should be read in conjunction with the National Treasury's Standard for Infrastructure Procurement and Delivery Management (SIPDM).

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 Part C1: 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

4	4 F.2.18 3.4 The employer's representative for Technical Queries: Name: Mr. Luyanda Rozani Elundini Local Municipality 1 Seller Street, Nganqarhu, 5480. Tel No.: 045 932 8236 Fax No.: 045 932 1094 E-mail: luyandar@elundini.gov.za The employer's representative for SCM Processes: Name: Ms. Hlubikazi Mduzuliwana Elundini Local Municipality 1 Seller Street, Nganqarhu, 5480. Tel No.: 045 932 8225 Fax No.: 045 932 1094 E-mail: hlubikazi@elundini.gov.za The language for communications is English F.3.8 Test for responsiveness This serves as part of the returnable document: Each tender offer must be submitted as an original and CD or Memory- Stick of the whole tender submission converted into PDF format. Failure to adhere to the this condition shall deem a bidder non-responsive Determine, after opening and before detailed evaluation, whether each tender offer properly received: a) complies with the requirements of these Conditions of Tender, 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 specifications of the tender documents without material deviation or qualification. A material deviation or qualification is one which, in the Employer's opinion, would: a) detrimentally affect the scope, quality, or performance of the works, services or supply identified in the Scope of Work, b) significantly change the Employer's risks and responsibilities under the contract, or c) affect the competitive position of other tenderers presenting responsive tenders, if it were to be rectified. Reject a non-responsive tender offer, and not allow it to be subsequently made responsive by correction or withdrawal of the non-conforming deviation or reservation
4	Tenderer's Obligations

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; (b) 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 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.
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.	2. The tenderer is registered with and active on the Construction Industry Development Board (CIDB) for Grading 4 EP and above 3. Proof of good standing with the Compensation for Occupational Injuries and Diseases (COID) 4. The tenderer has a Design Engineer with BSc or B. Eng or B Tech in Electrical Engineering and registered with ECSA as a Professional Engineer/Technologist 5. Construction Management with key person who have managed Electrification projects with qualifications in construction management or project management or quality management 6. Construction Supervisor who was responsible for rural electrification construction supervision with Authorization (Operations Regulations for High Voltage Systems ORHVS) and Supervision Certificates of MV/LV over headline construction 7. The tenderer can provide three (3) contactable client references for the electrical construction project in Rural Electrification with a cumulative contract value of at least R 4 million including VAT and which has been satisfactorily completed. The municipality may conduct an intense due diligence which may include inspection of the claimed experience of the five (5) highly preferred bidders 8. Directors or company is not in the Treasury's database of restricted suppliers 9. Tax matters are in Order.
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 contractor 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 4EP and above 4) Design Engineer registration with ECSA as Professional Services provider	

4.13.5	4.15	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:	Location of tender box: Elundini Local Municipality Cashier's reception area Finance Department 1 Seller Street Nganqarhu 5480 Physical address: Identification details: Tender no, Title of Tender and the closing date and time for tenders Closing Date: Wednesday, 15 December 2021 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
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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, 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 4EP 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 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 will not disqualify bidders but points for B-BBEE will not be allocated) • Submit Joint Venture agreement in the case of joint venture. 8. The tenderer has a Design Engineer with BSc or B. Eng or B Tech in Electrical Engineering and registered with ECSA as a Professional Engineer/Technologist 9. Form of offer and Acceptance (fully completed and signed) 10. Invitation to bid must be completed and signed. 11. Declaration of Interest (fully completed and signed) 12. Preference Points Claim form in terms of the Preferential Procurement Regulations 2017 (fully completed and signed) 13. Declaration of Bidder's past Supply Chain Management Practices. (Completed and signed) 14. Certificate of Independent Bid Determination. (Completed and signed) 15. Compulsory Enterprise Questionnaire (Completed and signed) 16. Proof of Authority of Signatory 17. Declaration of Employees of the State or other State Institutions. 18. Proof of attendance of clarification meeting, an attendance register will be circulated for record purposes. 19. 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). 20. This tender will be awarded as a whole. All items listed in the Bills of Quantities or Pricing schedule must be priced for (except provisional sums and allowances which must also be added to the total), failure to do so will increase commercial risk of the bid and may lead to elimination or passing over of the bidder. 21. If the offer (any of the items quoted for) is "Vat Inclusive", the VAT registration number of service provider must be indicated. Bidders are not entitled to claim the VAT if they are not VAT registered.
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5.11.5	The procedure for the evaluation of responsive tenders is Method 4: Financial offer, quality and preferences The total number of tender evaluation points (T_{ev}) shall be determined in accordance with the following formula: $T_{ev} = 0,6 (N_{fo} + N_p) + 0,4 N_q$ N_{fo} is the number of tender evaluation points awarded for the financial offer made in accordance with 5.11.7 where the score for financial offer is calculated using Formula 2 and $V1$ equals 80. N_p is the number of tender evaluation points awarded for preferences claimed in accordance with the Preferenceing Schedule N_q is the number of tender evaluation points awarded for quality offered in accordance with 5.11.9 where, $W2 = 100$. Up to 100 minus $V1$ tender evaluation points will be awarded to tenderers who complete the preferenceing schedule and who are found to be eligible for the preference claimed.								
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: • Schedule 1: Experience of the tenderer – 15 points • Schedule 2: Designs Engineer – 10 points • Schedule 3: Experience of key person (construction and supervisory management) – 45 points • Schedule 4: Approach – 30 Points A minimum number of evaluation points for quality is 70. STAGE THREE: EVALUATION POINTS ON PRICE AND B-BBEE 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/PPFPA Regulations of 2017 <table border="1" data-bbox="335 1198 1101 1321"> <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: 80/20 or 90/10 $P_s = 80 \left(1 - \frac{P_t - P_{min}}{P_t - P_{min}} \right) \quad \text{or} \quad P_s = 90 \left(1 - \frac{P_t - P_{min}}{P_t - P_{min}} \right)$ 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								

Score the financial offers using the following formula:

$$N_{fo} = W1 \times A$$

where

N_{fo} is the number of tender evaluation points awarded for the financial offer.

W1 is the maximum possible number of tender evaluation points awarded for the financial offer as stated in the tender data.

A is the number calculated using the relevant formula described in Table 1, as stated in the tender data.

Formula number	Basis for comparison	Formula
1	Highest price or discount	P/P_m
2	Lowest price or percentage commission or fee	P_m/P

Table 1 — Formulae for calculating the value of A^a

^a P_m is the comparative offer of the most favourable comparative offer.
 P is the comparative offer of the tender offer under consideration.

5.11.9	The quality criteria and maximum score in respect of each of the criteria are as follows: <table><tr><th>Quality criteria</th><th>Sub-criteria</th><th>Maximum number of points</th></tr><tr><td>1. Experience of the tenderer (in the provision of rural electrification)</td><td>Relevant experience in Rural electrification projects</td><td>15</td></tr><tr><td>2. Experience of key persons (Designs Engineer)</td><td>Adequacy of experience for the proposed contract (Design Engineer registered as Professional Services provider with ECSA)</td><td>10</td></tr><tr><td>3. Key persons</td><td>Compulsory 70% to be obtained in this section</td><td></td></tr><tr><td>3.1 Experience of key persons (Construction Manager)</td><td>Adequacy of experience for the proposed contract (Construction Management)</td><td>15 Points</td></tr><tr><td>3.2 Experience of key persons (supervisory)</td><td>Adequacy of experience for the proposed contract (Construction Supervisor)</td><td>15 Points</td></tr><tr><td>3.3 Experience of key personnel to undertake construction of overhead MV and LV electrical network</td><td>Adequacy of experience for the proposed contract (Linesmen)</td><td>15 Points</td></tr><tr><td>4. Approach paper</td><td></td><td>30</td></tr><tr><td>Maximum possible score for quality (Ms)</td><td></td><td>100</td></tr></table>	Quality criteria	Sub-criteria	Maximum number of points	1. Experience of the tenderer (in the provision of rural electrification)	Relevant experience in Rural electrification projects	15	2. Experience of key persons (Designs Engineer)	Adequacy of experience for the proposed contract (Design Engineer registered as Professional Services provider with ECSA)	10	3. Key persons	Compulsory 70% to be obtained in this section		3.1 Experience of key persons (Construction Manager)	Adequacy of experience for the proposed contract (Construction Management)	15 Points	3.2 Experience of key persons (supervisory)	Adequacy of experience for the proposed contract (Construction Supervisor)	15 Points	3.3 Experience of key personnel to undertake construction of overhead MV and LV electrical network	Adequacy of experience for the proposed contract (Linesmen)	15 Points	4. Approach paper		30	Maximum possible score for quality (Ms)		100	Quality shall be scored by not less than four evaluators in accordance with the following schedules: • Schedule 1: Experience of the tenderer • Schedule 2: Experience of key persons (Designs Engineer) • Schedule 2: Experience of key person (construction management) • Key Persons • Schedule 4: Approach The minimum number of evaluation points for quality is 70%	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.
Quality criteria	Sub-criteria	Maximum number of points																												
1. Experience of the tenderer (in the provision of rural electrification)	Relevant experience in Rural electrification projects	15																												
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Maximum possible score for quality (Ms)		100																												

- a) Submits a valid SARS Tax Clearance Certificate or/and 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 4 EP** and above
- c) Submits a proof of good standing with the Compensation for Occupational Injuries and Diseases (COID)
- d) The tenderer has completed the declaration certificate for local production (MBD 6.2) and content for designated sectors and Annexure C
- e) The Joint Venture has attached the following :
- f) the agreement, original or certified copy of consolidated BBBEE certificate and the letter of signatory and fully complete the compulsory returnable documents for JV
- g) 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
- h) Prospective bidders must register on CSD prior submitting bids (open tenders). Any prospective bidder found to have Tax matters not in order with SARS (verified through CSD) during the evaluation process (after being given an opportunity to rectify tax matters) will be eliminated and not be considered further in the process. Preferred bidders will be afforded an opportunity to rectify their tax affairs within 7 days. A bidder that fails to rectify its tax matters with SARS will be eliminated.
- i) 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.
- j) 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
- k) the tenderer has completed the Compulsory Enterprise Questionnaire 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 and persons in the employ of the state are permitted to submit tenders or participate in the contract;
- l) the tenderer is not more than three months in arrears in its municipal rates and taxes or municipal service charges, if applicable. Proof of payment to be supplied. Where no municipal rates are applicable, a proof of residence from the Councilor and a Sworn Affidavit from the SAPS stating that the tenderer is not liable for municipal rates must be supplied.
- m) NOTE: The amount reflected on the Form of Offer and Acceptance takes precedence over any other total amount indicated elsewhere in bidder's tender submission. If the Form of Offer and Acceptance has no value or figure, the bidder will be regarded as having made no offer.
- n) the tender has offered a market related offer. If the offer is believed not to be market related, the Municipality through its Supply Chain Management bid committees will attempt to negotiate the offer with identified bidders to a reasonable amount. Bidders are not allowed to increase their tender offers during this process.
- o) A Resolution of signatory form has been completed and signed by director/s or a letter bearing a letterhead of the tenderer has been attached (specific to this bid) to the bid submission; it must be duly signed by all directors and submitted the bid. Only a duly authorized official can sign the bid.

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	90%
Electrical and telecom cables	
Valves products and actuators	70%
Residential Electricity Meter :	
- Prepaid Electricity Meters - Post Paid Electricity Meters - SMART Meters	70% 70% 50%
Working Vessels/Boats (All types):	60%
Components	10% - 100%
Conveyance Pipes	80% - 100%
Transformers and Shunt Reactors:	
- Class 0 - Class 1 - Class 2 - Class 3 - Class 4	90% 70% 70% 45% 10%
Components	20% - 100%
Rail Signaling:	65%
Pumps, Medium Voltage (MV) Motor and Associated Accessories	70%
- Casting or Frame Fabrication - Fabrication and winding of the Rotor - Core - Accessories - Assembly and testing of the fully-built unit	100% 100% 100% 100% 100%

Local Production and Content

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

0	Tenderer has submitted no information or inadequate information to determine scoring level.
Poor 7 points	Limited experience. Contractor <u>only has one (1) to two (2)</u> relevant projects completed
Satisfactory 10 points	Average experience. Contractor <u>only has three (3) to four (4)</u> relevant projects completed
Good 15 points	Above average experience. Contractor has <u>five (5) or more</u> relevant projects completed

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

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: Experience of key persons (Design Engineer)

The experience of the key person who will be responsible for the designs based on a scheme design prepared by the client under which a contractor produces drawings and constructs. Monitor construction and upon completed certifies for payment.

Person must have Designed Electrification projects

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

A CV of the key person of **not** more than 4 pages needs to be attached to this schedule.

Key Person Name: Signature

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 Contracts Manager/Project Engineer with BSc or B. Eng or B Tech in Electrical Engineering and registered with ECSA as a Professional Engineer/Technologist. (Professional registration with ECSA as engineers, degrees, diplomas, grades of membership of professional societies attached).
- 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 staff will be as follows:

General experience and qualifications in relation to the service	Adequacy for the contract	Points 0	Tenderer has submitted insufficient information to score the schedule
		Poor Points 3	Key person has limited levels of general experience Key person has limited (1-3 years' experience with Eskom or Municipality electrification and professional registration with ECSA), levels of project specific education, training and experience that are pertinent to the scope of work
		Satisfactory Points 5	Key person has reasonable levels of general experience Key person has reasonable (4-6 years' experience with Eskom or Municipality electrification and professional registration with ECSA), levels of project specific education, training and experience that are pertinent to the scope of work
		Good Points 7	Key person has extensive levels of general experience Key persons have extensive (7-10 years' experience with Eskom or Municipality electrification and professional registration with ECSA) levels of project specific education, training and experience that are pertinent to the scope of work
		Very good Points 10	Key person has outstanding levels of general experience Key person has outstanding (above 10 years' experience with Eskom or Municipality electrification and professional registration with ECSA) levels of project specific education, training and experience that are pertinent to the scope of work

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 3.1: EXPERIENCE OF KEY PERSONS (CONSTRUCTION MANAGEMENT)

The experience of the key person who will be responsible for construction management (physical construction), managing various construction related processes, performing coordination and administration functions and management of resources on the Site will be evaluated in relation to the scope of work from two different points of view.

Person must have managed Electrification projects

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

Key Person Name: Signature:

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 (construction management or project management or quality management with degrees or diplomas or certificate).

- 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 (Rural Electrification)

The scoring of the experience of key person 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		
Poor Points 3	Key person has poor level of general experience	Key person has poor (with only 2 years' experience with relevant Eskom or Municipality electrification) experience, has required level of project or construction specific education, training and experience that is pertinent to the scope of work	
Satisfactory Points 8	Key person has satisfactory level of general experience	Key person has satisfactory (with only 3 – 5 years' experience with relevant Eskom or Municipality electrification) experience, has required level of project or construction specific education, training and experience that is pertinent to the scope of work	
Good Points 10	Key person has good level of general experience	Key persons have good (with only 6-8 years' experience with relevant Eskom or Municipality electrification) experience, has required level of project or construction specific education, training and experience that is pertinent to the scope of work	
Very good Points 15	Key person has very good level of general experience	Key person has very good (with above 10 years' experience with relevant Eskom or Municipality electrification) experience, has required level of project or construction specific education, training and experience that is pertinent to the scope of work and professional registration certificate	

Schedule 3.2: Experience of key persons (Construction Supervisor)

The experience of the key person who will be responsible for the rural electrification construction supervision of the physical construction, use of resources and materials on the Site will be evaluated in relation to the scope of work from two different points of view.

- 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, and stakeholders (eg. Eskom).

A CV of the key person of **not** more than 4 pages needs to be attached to this schedule. A letter of undertaking from the person on the CV must be attached and the individual must sign in this space provided below:

Key Person Name: Signature

The CV should be structured under the following headings:

- 1 Personal particulars
 - name
 - date and place of birth
 - place (s) of course and dates associated therewith
- 2 Authorisation (Operations Regulations for High Voltages Systems ORHVS) and Supervision and Certificates of MV/LV over headline construction
- 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 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	
Poor Points 2.5 Key person has limited levels of general experience	Key person has limited (with only 1 year experience on Eskom or Municipality electrification), levels of project specific training (ORHVS, MV or LV) and experience that are pertinent to the scope of work
Satisfactory Points 5 Key person has reasonable levels of general experience	Key person has reasonable (with only 2 years' experience on Eskom or Municipality electrification), levels of project specific education, training (ORHVS, MV or LV) and experience that are pertinent to the scope of work
Good Points 10 Key person has extensive levels of general experience	Key persons has extensive (with only 3 years' experience on Eskom or Municipality electrification t) levels of project specific education, training (ORHVS, MV or LV) and experience that are pertinent to the scope of work
Very good Points 15 Key person has outstanding levels of general experience	Key person has outstanding (with only 4 years' experience on Eskom or Municipality electrification levels of project specific education, training (ORHVS, MV or LV and supervision certificate) and experience that are pertinent to the scope of work

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	_____	_____
Tenderer	_____	

Schedule 4: Approach paper

The approach paper must respond to the scope of work, the nature of the contract, the required resources, the main option that has been selected for the contract and outline the proposed approach / methodology including that relating to the controlling of costs and the sourcing, programming and management of subcontractors in relation to the works that may be provided over the term of the contract. 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 and the Employer's stated and implied requirements (including developmental objectives), 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 two different points of view:

- 1) Approach to delivering projects as the main contractor.
- 2) Strategy for achieving the secondary (developmental) targets in the execution of package orders.
- 3) The tenderer must attach his / her approach paper to this page. The approach paper should not be longer than 10 pages.
- 4) The scoring of the approach paper will be as follows:

(Work Plan, project understanding and LED)		
30	10	Methodology Work plan in Gantt format indicating (2 Point each) (1) Milestones, (2) Critical Path (3) Resource allocation (4) Task dependency map (5) Monthly project cash flow, (cash flow must be in-line with the project cost and programme of works).
	10	Methodology and understanding of the project. Tenderer must display understanding of: (2 Point each) (1) Project objectives. (2) Scope of work and deliverables. (3) Shows detailed explanation of how supervision of the works will be carried out. (4) Indicating tools and resources to be used for the entire project life cycle. (5) Relevance and suitability of tools and processes to ensure quality control and assurance in all phases of the project plan

The tender will be required to present all equipment and tool mentions in the approach papers, anytime the tender evaluation process and starting work. Failing to do so I will deem point null and void.

TOTAL (MINIMUM OF 70 / 100)		100
Methodology Local Economic Development	10	Demonstrate commitment for subcontracting up to 30% of the work to Local Contractors that are registered in the Municipal Database of Contractors. Contracting of the suppliers is to be done in consultation of the municipality.

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 Position	
	Name
	Tenderer
	



FRAMEWORK CONTRACT FOR THE ELUNDINI RURAL ELECTRIFICATION

Tender No: ELM-3/075/2020-2021

Elundini Local Municipality

1.2 ECC3 Contract Data

Part one - Data provided by the Employer

Clause	Statement	Data
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

dispute resolution Option

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)

Luyanda Rozani

Address

No 1 Seller Street, NQANQARHU, 5480

Tel

045 932 8236

e-mail

luyandar@elundini.gov.za

10.1

The Supervisor is: (Name)

Portia Malotane

Address

No 1 Seller Street, NQANQARHU, 5480

Tel

045 932 8219

e-mail

portiam@elundini.gov.za

11.2(13)	The works are	xxxxx
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	xxxxx
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 7 Days after appointment
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	7 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	26 (twenty six) 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 (ii) 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	
60.1(13)	The weather measurements to be recorded for each calendar month are,	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 Position closest to Nganqarhu town The place where weather is to be recorded is: 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.
7	Title	No additional data other than the conditions of contract specified for this section.
8	Risks and insurance	
80.1	These are additional Employer's risks	None

84.1	The Employer provides these additional insurances	None
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 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). Whatever the Contractor deems necessary as part of the manufacturing, transport, security risk on site and installation process.	9 Termination There is no additional Contract Data required for this section of the conditions of contract. 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 Ngangqaru, 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	R7000.00 per day.
X7.1	The total delay damages payable by the Contractor does not exceed:	10% of Contract Value
X16	Retention (not used with Option F)	
X16.1	The retention free amount is	NIL
X16.1	The retention percentage is	10%
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.
X18.5	The end of liability date is	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. (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

		and ensures that his Subcontractors, employees and others under the Contractor's direction and control, likewise observe and comply with the foregoing.
Z8		Provision of a Tax Invoice and interest. Add to core clause 51
Z8.1		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 Ngqangqaru, 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

Part 2: Pricing Data

Document reference		Title	No of pages
C2.1	Pricing assumptions: Option B		04
C2.2	The bill of quantities		05

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	11
defined terms	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:

Unit	Abbreviation
percent	%
hour	h
hectare	ha
kilogram	kg
kilolitre	kl
kilometre	km
kilometre-pass	km-pass
kilopascal	kPa
kilowatt	kW
litre	l
metre	m
millimetre	mm
square metre	m ²
square metre pass	m ² -pass
cubic metre	m ³
cubic metre-kilometre	m ³ -km
meganeutron	MN
meganeutron-metre	MN.m
megapascal	MPa
number	No.
provisional sum	Prov sum ¹
prime cost sum	PC-sum
Rate only	R/only
Lump sum	sum
ton (1000kg)	t
Work day	W/day

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.

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

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

= ① x 100 / 100 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	Adjustment
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 <i>Contractor</i>)	Total amount (Rand) (Column 2 x column 3)
④ Total cost of design outside of Working Areas in assumed compensation events			

Cost of equipment in assumed compensation events = amount calculated from the following table:				
Equipment	Size or capacity	Rate / unit	Unit	Total
Total cost of equipment in assumed compensation events ⑤				
Comparative offer for tender evaluation purposes = ① + ③ + ④ + ⑤				
				=
				+
				+
				=
				