



MUNICIPALITY

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BID DOCUMENT: TENDER NUMBER: SC 685/2009

TENDER FOR METER READING: WATER AND ELECTRICITY

CLOSING DATE: 10 JULY 2009

CLOSING TIME: 12H00

ENQUIRIES: Elmarie Hooneberg – Tel: 028 313 8149

NAME OF BIDDING COMPANY: _____

CONTACT PERSON (Full names): _____

TEL NO: _____

MOBILE: _____

FAX NO: _____

SIGNATURE OF TENDERER: _____

AREA: (Mark with a cross the area tendered for)

GANSBAAI	HERMANUS	KLEINMOND	STANFORD
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ISSUED BY:

Overstrand Municipality
PO Box 20
Hermanus, 7200

A NON-REFUNDABLE TENDER PARTICIPATION FEE OF R70.00 (SEVENTY RAND ONLY) (VAT INCLUSIVE) SHALL BE PAYABLE FOR EACH DOCUMENT. ONLY BANK GUARENTEED CHEQUES MADE PAYABLE TO: **OVERSTRAND MUNICIPALITY** WILL BE ACCEPTED.

TENDER NO: SC 685/2009

METER READING: WATER & ELECTRICITY

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MBD 1

1. INVITATION TO BID

**YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE OVERSTRAND
MUNICIPALITY**

BID NUMBER: **SC 685/2009** CLOSING DATE: **10 JULY 2009** CLOSING TIME: **12H00**

DESCRIPTION: **METER READING: WATER AND ELECTRICITY**

The successful bidder will be required to fill in and sign a written Contract form (MBD7).

DEPOSITED IN THE BOX SITUATED AT:

TENDER BOX: 5

OVERSTRAND MUNICIPALITY
MAIN CASH HALL
MAGNOLIA AVENUE
HERMANUS

Bidders should ensure that bids are delivered timeously to the correct address.

If the bid is late, it will not be accepted for consideration.

The bid box is generally open 24 hours a day, 7 days a week.

ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS – (NOT TO BE RE-TYPED)

THIS BID IS SUBJECT TO THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT

THIS BID WILL BE EVALUATED AND ADJUDICATED ACCORDING TO THE FOLLOWING CRITERIA:

1. Relevant specifications
2. Value for money
3. Capability to execute the contract
4. PPPFA & associated regulations

NB: NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE (see definition on MBD4 attached)



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THE FOLLOWING PARTICULARS MUST BE FURNISHED
(FAILURE TO DO SO MAY RESULT IN YOUR BID BEING DISQUALIFIED)

NAME OF BIDDER: _____

POSTAL ADDRESS: _____

STREET ADDRESS: _____

TELEPHONE NO: _____ CELL PHONE NO: _____

FACSIMILE NO: _____

SIGNATURE OF BIDDER: _____

DATE: _____

CAPACITY UNDER WHICH THIS BID IS SIGNED: _____

TOTAL BID PRICE: _____ (VAT INCLUDED)

2. SPECIAL CONDITIONS

2.1. SUFFICIENCY AND ACCEPTANCE OF DOCUMENTS

The Tenderer must check that the tender document as issued to him is complete in all respects and he must apply to the Overstrand Municipality to have any errors, omissions or ambiguities corrected in good time before the submission of his tender.

The Tenderer, by tendering acknowledge that he/she has acquainted himself/herself with the Tender Document, General Conditions of Contract and the Specifications and his/her acceptance of these.

2.2. TENDER DOCUMENTS

No tender shall be eligible for consideration by Overstrand Municipality unless Overstrand Municipality's official Form of Tender, attached hereto, has been completed in black ink and has been signed by the Tenderer or some person duly and lawfully authorised and empowered to sign it for and on behalf of the Tenderer.

2.3. GENERAL

A bid submitted by:

- A registered Company, may not be considered unless accompanied by a resolution of a Board of Directors of the Company, authorising the Bid to be made and the signatory to sign the Tender on the Company's behalf;
- A registered Close Corporation may not be considered unless accompanied by written authority from all the members of the Close Corporation authorising the Bid to be made and the signatory to sign the Tender on the Close Corporation's behalf;
- A Partnership may not be considered unless duly signed by all partners or any one or more parties duly authorised thereto to Power of Attorney by the other parties, copy of which should accompany this tender document;
- A Trust may not be considered unless duly signed by all trustees authorising the bid to be made and the signatory to sign the bid on the Trust's behalf.
- A Bid submitted for and on behalf of a Company of Close Corporation to be formed or in the course of formation shall not be considered unless accompanied by a written guarantee from the signatory, accepting in his personal capacity full responsibility for all performances due under these Conditions of Bid should the Company or Close Corporation not be registered and/or adopt this Contract. Should the Council accept such a Bid and such registration and adoption not take place within three months of the date of Council's acceptance, the aforesaid Company or Close Corporation to be formed or in the course of formation, shall be deemed not to have registered nor the contract adopted then the signatory, shall be regarded as the Bidder/Contractor and shall be responsible for all due performances under this Bid, failing which the Council shall be entitled to enforce the aforesaid written guarantee against the signatory.

2.4. DOCUMENTATION OF TENDERER TO ACCOMPANY BID

Original, valid tax clearance certificate issued by the South African Revenue Services (SARS);

Status of all Municipal accounts must be submitted;

Certified copies of directors and owners identities must be submitted with the documentation.

2.5. ALTERNATIVE TENDERS

No alternatives shall be considered.

2.6. ALTERATIONS TO TENDER DOCUMENTS

No unauthorised alterations or additions shall be made to the Schedule of Quantities or to any other portion of the Tender Documents. If any alteration or addition is made or if the Pricing Schedule is not properly completed, the Tender may be rejected.

2.7. QUALIFICATION OF TENDERS

Tenders submitted in accordance with these Contract Documents shall be without qualifications. Qualifications in the nature of statements of interpretation of the Contract Documents shall be cleared with the Overstrand Municipality as early as possible during the tendering period. Should any query be found to be of significance, all Contractors will be informed accordingly by the Overstrand Municipality as early as possible.

2.8. COST INCURRED BY TENDERER

The Overstrand Municipality will not be responsible for or pay for expenses incurred or losses suffered by any Contractor in the preparation of the tender or in visiting the sites in connection therewith.

2.9. VALUE ADDED TAX

All rates shall include value added Tax (VAT) and it is a requirement of this contract that the amount of value-added tax (VAT) must be shown clearly on each invoice. The amended Value Added Tax Act requires that a Tax invoice for supplies in excess on R3,000 should also disclose the VAT registration number of the recipient. The VAT registration number of Overstrand Municipality is 414 0106 396.

2.10. SOUTH AFRICAN JURISDICTION

The laws of the Republic of South Africa shall be applicable to each Contract created by the acceptance of a tender, and each Tenderer shall indicate a place in the Republic and specify it in his tender as his "*domicilium citandi et executandi*" where any legal process may be served on him.

Each Tenderer shall bind himself/herself to accept this jurisdiction of the Courts of Law of South Africa.

2.11. SIGNING OF TENDER

Then tender must be signed by one duly authorised to do so. A tender submitted by a company must bear the seal of the company and be attested by its Secretary. A tender submitted by a joint venture of two or more firms must be accompanied by the documents of formation of the joint venture, duly registered and authenticated by a notary public or other official deputy to witness sworn statements, in which is precisely defined the conditions under which the joint venture will function, its period of duration, the persons authorised to represent it and obligated thereby, the participation of the several firms forming the joint venture, and any other information necessary to permit a full appraisal of its functioning.

Contractors must identify themselves clearly, providing their Company or Close Corporation Registration Number or identification number (if the tender is in the name of an individual) on all correspondence.

2.12. SUBMISSION OF TENDERS

Tenders is sealed envelopes, clearly marked "**TENDER NUMBER SC 685/2009 FOR METER READING: WATER & ELECTRICITY**" must reach the offices of the Overstrand Municipality, Magnolia street, Hermanus (PO Box 20, Hermanus, 7200) not later than 12H00 on the 10 July 2009.

A separate Tender box is provided for the reception of Tenders and **NO** Tender will be considered which, subsequent to the closing hour for Tenders, may be found in another Tender box.

Any tender received after the appointed time for the closing of Tenders, shall not be considered but shall be filed unopened with the other Tenders received and may be returned to the Contractor at his request.

2.13. TELEGRAPHIC, TELEFAX AND E-MAIL TENDERS

Neither telegraphic, telefaxed, nor e-mail tenders will be considered.

2.14. TENDER OPENING

Tenders shall be opened in public in the Finance Committee Room, Hermanus Administration, Magnolia Avenue, Hermanus, as soon as possible after the closing time for the receipt of tenders as specified in the advertisement in the Hermanus Times, Overstrand Herald and the Gansbaai Courant and on the website www.overstrand.gov.za.

2.15. GENERAL CONDITIONS

The Municipality shall have the right summarily to disqualify any Tendered who, either at the date of submission of this tender or at the date of its award, is indebted to the Municipality in respect of any rental, levies, rates and/or service charges;

ALTERNATIVELY:

That an agreement be signed whereby the Contractor agrees that a percentage or fixed amount at the discretion of the Municipality, be deducted from payments due to him/her for this tender, until the debt is paid in full.

2.16. PERIOD OF VALIDITY OF TENDERS AND WITHDRAWAL OF TENDER AFTER CLOSING DATE

All Tenders shall remain valid for the period of 60 days after the time and date set for the opening of tenders, or until the Tenderer is relieved of his/her obligation by the Overstrand Municipality in writing at an earlier date. Should it become necessary to extend the period of validity, then all Tenderers will be notified by the Overstrand Municipality and requested to extend the validity period of their tenders.

2.17. ACCEPTANCE OF TENDERS

The Overstrand Municipality does not bind itself to accept the lowest or any tender at all. No reason for the acceptance or rejection of a tender will be given.

2.18. APPEAL PROCESS

The award of this tender will be effective subject to the completion of any appeals received and considered during the 10 working days appeals period in terms of the Municipal Systems Act. No rights will accrue until the appeals have been finalised.

2.19. RE-ADVERTISING TIME LAPSE

Should the Overstrand Municipality resolve not to accept any tender, it may recommend that the contract be re-advertised, in which case the time lapse before calling afresh for tenders shall be at its own discretion.

2.20. EVALUATION OF TENDERER

All tenders received shall be evaluated in terms of the Supply Chain Management Regulations, the procurement policy as determined by the Supply Chain Management Policy of the Overstrand Municipality and the Preferential Procurement Policy Framework Act.

2.21. SETTLEMENT OF ACCOUNTS

Settlement of accounts for goods/services rendered will be done in accordance with Council's policy with regard to the settlement of accounts, which is 30 days after date of statement.

3. GENERAL CONDITIONS OF CONTRACT

3.1. Definitions

The following terms shall be interpreted as indicated:

Closing time:	means the date and hour specified in the bidding documents for the receipt of bids.
Contract:	means the written agreement entered into between the purchaser and the supplier, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
Contract price:	means the price payable to the supplier under the contract for the full and proper performance of his contractual obligations.
Corrupt practice:	means the offering, giving, receiving, or soliciting of any thing of value to influence the action of a public official in the procurement process or in contract execution.
Countervailing duties:	are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally.
Country of origin:	means the place where the goods were mined, grown or produced or from which the services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.
Day:	means a calendar day.
Delivery:	means delivery in compliance of the conditions of the contract or order.
Delivery ex stock:	means immediate delivery directly from stock actually on hand.
Delivery into consignees store or to his site:	means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the supplier bearing all risks and charges involved until the goods are so delivered and a valid receipt is obtained.
Dumping:	occurs when a private enterprise abroad market its goods on own initiative in the RSA at lower prices than that of the country of origin and which have the potential to harm the local industries in the RSA.
Force majeure:	means an event beyond the control of the supplier and not involving the supplier's fault or negligence and not foreseeable. Such events may include, but is not restricted to, acts of the purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.
Fraudulent practice:	means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of any bidder, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the bidder of the benefits of free and open competition.
GCC:	means the General Conditions of Contract.
Goods:	means all of the equipment, machinery, and/or other materials that the supplier is required to supply to the purchaser under the contract.

Imported content:	means that portion of the bidding price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or his subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs such as landing costs, dock dues, import duty, sales duty or other similar tax or duty at the South African place of entry as well as transportation and handling charges to the factory in the Republic where the goods covered by the bid will be manufactured.
Local content:	means that portion of the bidding price, which is not included in the imported content provided that local manufacture does take place.
Manufacture:	means the production of products in a factory using labour, materials, components and machinery and includes other related value-adding activities.
Order:	means an official written order issued for the supply of goods or works or the rendering of a service.
Project site:	where applicable, means the place indicated in bidding documents.
Purchaser:	means the organization purchasing the goods.
Republic:	means the Republic of South Africa.
SCC:	means the Special Conditions of Contract.
Services:	means those supply of the goods, such as transportation and any other incidental services, such as installation, commissioning, provision of technical assistance, training, catering, gardening, security, maintenance and other such obligations of the supplier covered under the contract.
Supplier	means the successful bidder who is awarded the contract to maintain and administer the required and specified service(s) to the State.
Tort	means in breach of contract.
Turnkey	means a procurement process where one service provider assumes total responsibility for all aspects of the project and delivers the full end product / service required by the contract.
Written or in writing:	means hand-written in ink or any form of electronic or mechanical writing.

3.2. Application

- 3.2.1. These general conditions are applicable to all bids, contracts and orders including bids for functional and professional services (excluding professional services related to the building and construction industry), sales, hiring, letting and the granting or acquiring of rights, but excluding immovable property, unless otherwise indicated in the bidding documents.
- 3.2.2. Where applicable, special conditions of contract are also laid down to cover specific goods, services or works.
- 3.2.3. Where such special conditions of contract are in conflict with these general conditions, the special conditions shall apply.

3.3. General

- 3.3.1 Unless otherwise indicated in the bidding documents, the purchaser shall not be liable for any expense incurred in the preparation and submission of a bid. Where applicable a non-refundable fee for documents may be charged.
- 3.3.2 Invitations to bid are usually published in locally distributed news media and on the municipality/municipal entity website.

3.4. Standards

The goods supplied shall conform to the standards mentioned in the bidding documents and specifications.

3.5. Use of contract documents and information; inspection

- 3.5.1. The supplier shall not, without the purchaser's prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the purchaser in connection therewith, to any person other than a person employed by the supplier in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.
- 3.5.2. The provider shall not, without the purchaser's prior written consent, make use of any document or information mentioned in GCC clause 5.1 except for purposes of performing the contract.
- 3.5.3. Any document, other than the contract itself mentioned in GCC clause 5.1 shall remain the property of the purchaser and shall be returned (all copies) to the purchaser on completion of the provider's performance under the contract if so required by the purchaser.
- 3.5.4. The provider shall permit the purchaser to inspect the provider's records relating to the performance of the provider and to have them audited by auditors appointed by the purchaser, if so required by the purchaser.

3.6. Patent rights

- 3.6.1. The provider shall indemnify the purchaser against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the goods or any part thereof by the purchaser.
- 3.6.2 When a provider developed documentation / projects for the municipality or municipal entity, the intellectual, copy and patent rights or ownership of such documents or projects will vest in the municipality / municipal entity.

3.7. Performance security

- 3.7.1. Within thirty (30) days of receipt of the notification of contract award, the successful bidder shall furnish to the purchaser the performance security of the amount specified in SCC.

- 3.7.2. The proceeds of the performance security shall be payable to the purchaser as compensation for any loss resulting from the supplier's failure to complete his obligations under the contract.
- 3.7.3. The performance security shall be denominated in the currency of the contract, or in a freely convertible currency acceptable to the purchaser and shall be in one of the following forms:
 - 3.7.3.1. A bank guarantee or an irrevocable letter of credit issued by a reputable bank located in the purchaser's country or abroad, acceptable to the purchaser, in the form provided in the bidding documents or another form acceptable to the purchaser; or
 - 3.7.3.2. A cashier's or certified cheque.
- 3.7.4. The performance security will be discharged by the purchaser and returned to the supplier not later than thirty (30) days following the date of completion of the supplier's performance obligations under the contract, including any warranty obligations, unless otherwise specified.

3.8. Inspections, tests and analyses

- 3.8.1. All pre-bidding testing will be for the account of the bidder.
- 3.8.2. If it is a bid condition that goods to be produced or services to be rendered should at any stage be subject to inspections, tests and analyses, the bidder or contractor's premises shall be open, at all reasonable hours, for inspection by a representative of the purchaser or organization acting on behalf of the purchaser.
- 3.8.3. If there are no inspection requirements indicated in the bidding documents and no mention is made in the contract, but during the contract period it is decided that inspections shall be carried out, the purchaser shall itself make the necessary arrangements, including payment arrangements with the testing authority concerned.
- 3.8.4. If the inspections, tests and analyses referred to in clauses 8.2 and 8.3 show the goods to be in accordance with the contract requirements, the cost of the inspections, tests and analyses shall be defrayed by the purchaser.
- 3.8.5. Where the goods or services referred to in clauses 8.2 and 8.3 do not comply with the contract requirements, irrespective of whether such goods or services are accepted or not, the cost in connection with these inspections, tests or analyses shall be defrayed by the supplier.
- 3.8.6. Goods and services which are referred to in clauses 8.2 and 8.3 and which do not comply with the contract requirements may be rejected.
- 3.8.7. Any contract goods may on or after delivery be inspected, tested or analysed and may be rejected if found not to comply with the requirements of the contract. Such rejected goods shall be held at the cost and risk of the supplier who shall, when called upon, remove them immediately at his own cost and forthwith substitute them with goods, which do comply with the requirements of the contract. Failing such removal the rejected goods shall be returned at the suppliers cost and risk. Should the supplier fail to provide the substitute goods forthwith, the purchaser may, without giving the

supplier further opportunity to substitute the rejected goods, purchase such goods as may be necessary at the expense of the supplier.

- 3.8.8. The provisions of clauses 8.4 to 8.7 shall not prejudice the right of the purchaser to cancel the contract on account of a breach of the conditions thereof, or to act in terms of Clause 22 of GCC.

3.9. Packing

- 3.9.1. The supplier shall provide such packing of the goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packing, case size and weights shall take into consideration, where appropriate, the remoteness of the goods' final destination and the absence of heavy handling facilities at all points in transit.
- 3.9.2. The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the contract, including additional requirements, if any, and in any subsequent instructions ordered by the purchaser.

3.10. Delivery and documents

Delivery of the goods and arrangements for shipping and clearance obligations shall be made by the supplier in accordance with the terms specified in the contract.

3.11. Insurance

The goods supplied under the contract shall be fully insured in a freely convertible currency against loss or damage incidental to manufacture or acquisition, transportation, storage and delivery in the manner specified.

3.12. Transportation

Should a price other than an all-inclusive delivered price be required, this shall be specified.

3.13. Incidental Services

The supplier may be required to provide any or all of the following services, including additional services, if any:

- (a) performance or supervision of on-site assembly and/or commissioning of the supplied goods;
- (b) furnishing of tools required for assembly and/or maintenance of the supplied goods;
- (c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;
- (d) performance or supervision or maintenance and/or repair of the supplied goods, for a period of time agreed by the parties, provided that this service shall not relieve the supplier of any warranty obligations under this contract; and (e) training of the purchaser's personnel, at the supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied goods.

Prices charged by the supplier for incidental services, if not included in the contract price for the goods, shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the supplier for similar services.

3.14. Spare parts

As specified, the supplier may be required to provide any or all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the supplier:

- (a) such spare parts as the purchaser may elect to purchase from the supplier, provided that this election shall not relieve the supplier of any warranty obligations under the contract; and
- (b) in the event of termination of production of the spare parts:
 - (i) advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and
 - (ii) following such termination, furnishing at no cost to the purchaser, the blueprints, drawings, and specifications of the spare parts, if requested.

3.15. Warranty

- 3.15.1. The supplier warrants that the goods supplied under the contract are new, unused, of the most recent or current models, and that they incorporate all recent improvements in design and materials unless provided otherwise in the contract. The supplier further warrants that all goods supplied under this contract shall have no defect, arising from design, materials, or workmanship (except when the design and/or material is required by the purchaser's specifications) or from any act or omission of the supplier, that may develop under normal use of the supplied goods in the conditions prevailing in the country of final destination.
- 3.15.2. This warranty shall remain valid for twelve (12) months after the goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the contract, or for eighteen (18) months after the date of shipment from the port or place of loading in the source country, whichever period concludes earlier, unless specified otherwise.
- 3.15.3. The purchaser shall promptly notify the supplier in writing of any claims arising under this warranty.
- 3.15.4. Upon receipt of such notice, the supplier shall, within the period specify and with all reasonable speed, repair or replace the defective goods or parts thereof, without costs to the purchaser.
- 3.15.5. If the supplier, having been notified, fails to remedy the defect(s) within the period specified, the purchaser may proceed to take such remedial action as may be necessary, at the supplier's risk and expense and without prejudice to any other rights which the purchaser may have against the supplier under the contract.

3.16. Payment

- 3.16.1. The method and conditions of payment to be made to the supplier under this contract shall be specified.

- 3.16.2. The supplier shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon fulfillment of other obligations stipulated in the contract.
- 3.16.3. Payments shall be made promptly by the purchaser, but in no case later than thirty (30) days after submission of an invoice or claim by the supplier.
- 3.16.4. Payment will be made in Rand unless otherwise stipulated.

3.17. Prices

Prices charged by the supplier for goods delivered and services performed under the contract shall not vary from the prices quoted by the supplier in his bid, with the exception of any price adjustments authorized or in the purchaser's request for bid validity extension, as the case may be.

3.18. Variation orders

In cases where the estimated value of the envisaged changes in purchase does not vary more than 15% of the total value of the original contract, the contractor may be instructed to deliver the goods or render the services as such. In cases of measurable quantities, the contractor may be approached to reduce the unit price, and such offers may be accepted provided that there is no escalation in price.

3.19. Assignment

The supplier shall not assign, in whole or in part, its obligations to perform under the contract, except with the purchaser's prior written consent.

3.20. Subcontracts

The supplier shall notify the purchaser in writing of all subcontracts awarded under this contract if not already specified in the bid. Such notification, in the original bid or later, shall not relieve the supplier from any liability or obligation under the contract.

3.21. Delays in the supplier's performance

- 3.21.1. Delivery of the goods and performance of services shall be made by the supplier in accordance with the time schedule prescribed by the purchaser in the contract.
- 3.21.2. If at any time during performance of the contract, the supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation and may at his discretion extend the supplier's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.
- 3.21.3. The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the supplier's point of supply is not situated at or near the place where the goods are required, or the supplier's services are not readily available.
- 3.21.4. Except as provided under GCC Clause 25, a delay by the supplier in the performance of its delivery obligations shall render the supplier liable to the imposition of penalties,

pursuant to GCC Clause 22, unless an extension of time is agreed upon pursuant to GCC Clause 22.2 without the application of penalties.

- 3.21.5. Upon any delay beyond the delivery period in the case of a goods contract, the purchaser shall, without cancelling the contract, be entitled to purchase goods of a similar quality and up to the same quantity in substitution of the goods not supplied in conformity with the contract and to return any goods delivered later at the supplier's expense and risk, or to cancel the contract and buy such goods as may be required to complete the contract and without prejudice to his other rights, be entitled to claim damages from the supplier.

3.22. Penalties

Subject to GCC Clause 25, if the supplier fails to deliver any or all of the goods or to perform the services within the period(s) specified in the contract, the purchaser shall, without prejudice to its other remedies under the contract, deduct from the contract price, as a penalty, a sum calculated on the delivered price of the delayed goods or unperformed services using the current prime interest rate calculated for each day of the delay until actual delivery or performance. The purchaser may also consider termination of the contract pursuant to GCC Clause 23.

3.23. Termination for default

- 3.23.1. The purchaser, without prejudice to any other remedy for breach of contract, by written notice of default sent to the supplier, may terminate this contract in whole or in part:
- (a) if the supplier fails to deliver any or all of the goods within the period(s) specified in the contract, or within any extension thereof granted by the purchaser pursuant to GCC Clause 21.2;
 - (b) if the supplier fails to perform any other obligation(s) under the contract; or
 - (c) if the supplier, in the judgement of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.
- 3.23.2 In the event the purchaser terminates the contract in whole or in part, the purchaser may procure, upon such terms and in such manner, as it deems appropriate, goods, works or services similar to those undelivered, and the supplier shall be liable to the purchaser for any excess costs for such similar goods, works or services. However, the supplier shall continue performance of the contract to the extent not terminated.

3.24. Antidumping and countervailing duties and rights

When, after the date of bid, provisional payments are required, or anti-dumping or countervailing duties are imposed, or the amount of a provisional payment or anti-dumping or countervailing right is increased in respect of any dumped or subsidized import, the State is not liable for any amount so required or imposed, or for the amount of any such increase. When, after the said date, such a provisional payment is no longer required or any such anti-dumping or countervailing right is abolished, or where the amount of such provisional payment or any such right is reduced, any such favourable difference shall on demand be paid forthwith by the supplier to the purchaser or the purchaser may deduct such amounts from moneys (if any) which may otherwise be due to the supplier in regard to goods or services which he delivered or rendered, or is to deliver or render in terms of the contract or any other contract or any other amount which may be due to him.

3.25. Force Majeure

- 3.25.1. Notwithstanding the provisions of GCC Clauses 22 and 23, the supplier shall not be liable for forfeiture of its performance security, damages, or termination for default if and to the extent that his delay in performance or other failure to perform his obligations under the contract is the result of an event of force majeure.
- 3.25.2. If a force majeure situation arises, the supplier shall promptly notify the purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the purchaser in writing, the supplier shall continue to perform its obligations under the contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the force majeure event.

3.26. Termination for insolvency

The purchaser may at any time terminate the contract by giving written notice to the supplier if the supplier becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the supplier, provided that such termination will not prejudice or affect any right of action or remedy, which has accrued or will accrue thereafter to the purchaser.

3.27. Settlement of Disputes

- 3.27.1. If any dispute or difference of any kind whatsoever arises between the purchaser and the supplier in connection with or arising out of the contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.
- 3.27.2. If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the purchaser or the supplier may give notice to the other party of his intention to commence with mediation. No mediation in respect of this matter may be commenced unless such notice is given to the other party.

3.28. Limitation of Liability

- 3.28.1. Should it not be possible to settle a dispute by means of mediation, it may be settled in a South African court of law.
- 3.28.2. Notwithstanding any reference to mediation and/or court proceedings herein,
- (a) the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and (b) the purchaser shall pay the supplier any monies due the supplier for goods delivered and / or services rendered according to the prescripts of the contract.
- 3.28.3. Except in cases of criminal negligence or willful misconduct, and in the case of infringement pursuant to Clause 6;
- (a) the supplier shall not be liable to the purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the supplier to pay penalties and/or damages to the purchaser; and
 - (b) the aggregate liability of the supplier to the purchaser, whether under the contract, in tort or otherwise, shall not exceed the total contract price, provided

that this limitation shall not apply to the cost of repairing or replacing defective equipment.

3.29. Governing language

The contract shall be written in English. All correspondence and other documents pertaining to the contract that is exchanged by the parties shall also be written in English.

3.30. Applicable law

The contract shall be interpreted in accordance with South African laws, unless otherwise specified.

3.31. Notices

Every written acceptance of a bid shall be posted to the supplier concerned by registered or certified mail and any other notice to him shall be posted by ordinary mail to the address furnished in his bid or to the address notified later by him in writing and such posting shall be deemed to be proper service of such notice.

The time mentioned in the contract documents for performing any act after such aforesaid notice has been given, shall be reckoned from the date of posting of such notice.

3.32. Taxes and duties

3.32.1. A foreign supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser's country.

3.32.2. A local supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser.

3.32.3. No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid SARS must have certified that the tax matters of the preferred bidder are in order.

3.32.4. No contract shall be concluded with any bidder whose municipal rates and taxes and municipal services charges are in arrears.

3.33. Transfer of contracts

The contractor shall not abandon, transfer, cede assign or sublet a contract or part thereof without the written permission of the purchaser

3.34. Amendment of contracts

No agreement to amend or vary a contract or order or the conditions, stipulations or provisions thereof shall be valid and of any force unless such agreement to amend or vary is entered into in writing and signed by the contracting parties. Any waiver of the requirement that the agreement to amend or vary shall be in writing, shall also be in writing.

4. SPECIFICATIONS FOR TENDER NUMBER SC 685 / 2009 – METER READING: WATER & ELECTRICITY

4.1. SCOPE OF WORK

The scope of work comprises of the reading of electricity and water meters within the Overstrand Municipality's area of supply for a period of 36 months from 01 September 2009 till 31 August 2012.

4.2. TECHNICAL SPECIFICATIONS

Accuracy of readings

Any two consecutive monthly reading cycle read rates less than 95% returned without acceptable reasons or failure to produce a 100% read over a three month cycle, may result in the termination of the contract with the Contractor concerned.

4.2.1. Equipment, tools and apparatus

- (a) The Contractor shall provide his/her own tools, equipment and apparatus to carry out the work required.
- (b) Overstrand Municipality will provide an Electronic Meter Reading Terminal (EMRT) and charger, which will remain the property of Overstrand Municipality.

4.2.2. Compliance with safety legislation

- (a) All work to be undertaken on this contract shall be carried out in accordance with the NERs (National Electricity Regulator) Electricity Meter Reading Standard Code of Conduct and Health and Safety Rules. (Available for inspection at the Hermanus Administration, Magnolia Avenue.)
- (b) The Contractor is responsible for his and his staff's personal safety.
- (c) The Contractor take full responsibility for the care of the EMRT and the charger issue to them and must be aware of the fact that should it get damaged, lost or stolen due to negligence on his side he will be responsible for the access payment on the insurance.

4.2.3. Legal Protection

For purposes of legal protection, Contractors shall provide the names of the Meter Readers and staff to be utilised.

4.2.4. Training of Meter Contractor

Overstrand Municipality will provide training for each Contractor.

4.2.5. Transport

The Contractor shall transport his/her Meter Readers to and from sites. Under no circumstances will Overstrand Municipality's vehicles be utilised for the abovementioned.

4.2.6. Accidents / Incidents

- (a) While executing his/her duties under this contract, the Contractor shall report to the Overstrand Municipality, all serious accidents within 48 hours of the occurrence, whether or not such accidents are in respect of damage to works, persons or property.
- (b) The report shall be in writing, containing full details of the occurrence. The Overstrand Municipality shall have the right to make enquiries on site or elsewhere, in order to determine the cause of the accident. The Contractor shall provide all applicable information to carry out such enquiry.

4.2.7. Communications

The Contractor's supervisory staff shall have a cellular phone available for communication with Overstrand Municipality as and when required.

4.2.8. Standard Dress Code

- 4.2.8.1. The Contractor will provide his/her Meter Readers with uniform/clothing approved by the Overstrand Municipality prior to the commencement of work. The approved uniform/clothing must be of such a nature that the person is easily identifiable as a Meter Reader and must be worn whilst on duty.
- 4.2.8.2. All protective clothing shall be provided by the Contractor.
- 4.2.8.3. The Contractor must issue the meter readers with identity cards and shall produce such identity cards when requested by customers.

4.2.9. Code of Conduct

- 4.2.9.1. Contractor's staff will be required to comply with a Code of Conduct when dealing with customers. (Available for inspection at Hermanus Administration, Magnolia Avenue).
- 4.2.9.2. Any Contractor or member of his/her staff who is guilty of accepting bribes of any kind from customers, or who conducts himself/herself in an unacceptable manner, shall be withdrawn from performing the service immediately. The Overstrand Municipality's decision in this respect shall be final.
- 4.2.9.3. Any revisions or additions to the Standard Code of Conduct, Municipal By-Laws and Health Safety Rules from time to time will also be applicable to this Contract.
- 4.2.9.4. Under no circumstances may the Contractor or any of his employees accept or receive monies from consumers in respect of payment intended for the Overstrand Municipality.

4.3. WORK PROCEDURE: METER READING SERVICES

- 4.3.1. An electronic meter reading terminal (EMRT) (Hand-held terminal) will include details of read days, read routes, number of readings per route and all available information regarding the service connections at individual premises.
- 4.3.2. No work will be issued unless all the previous day's work has been completed and downloaded.

- 4.3.3. Work issued for reading must be returned on the same day or by arrangement with the Overstrand Municipality.
- 4.3.4. The Contractor will not be allowed access to any data other than that supplied on the EMRT. Meter reading routes must be maintained in the same operational sequence as supplied by Overstrand Municipality.
- 4.3.5. Meter reading should primarily only take place during daylight hours from Monday to Saturday. Where difficulty is experienced in obtaining a meter reading, the Meter Reader may deviate after consultation with the Manager: Income from the above but the convenience of the customer must be considered.
- 4.3.6. Where a Meter Reader is unable to obtain a meter reading, a notification to the effect must be left at the property of the customer. The Contractor will be entitled to payment when the customer provides a reading over the telephone.
- 4.3.7. Keys to gain access to locked premises to read the meter will be issued and signed for by the Contractor. The Contractor will accept full responsibility for the keys and the premises. Keys must be returned on the same day after the work has been completed.
- 4.3.8. The Contractor will be required to:
- Indicate the date of reading;
 - Visit all the sites as indicated on the route chart every month;
 - Indicate the reason for not obtaining a reading.
- 4.3.9. The Contractor must also perform final water and electricity meter readings as and when required by the Municipality.
- 4.3.10. In addition to the readings and associated data supplied, the Contractor shall report on any of the following Fault Codes:
- Tampering of meters
 - Connections out of sequence (unable to locate meter) and where applicable, indicate the correct position within the route
 - Meters appearing within the route but NOT on the EMRT
 - Illegal connections
- 4.3.11. On activating the EMRT, the Meter Reader will be directed to a meter location. Once the data is accepted, the Meter Reader proceeds to the next address indicated on the EMRT and the procedure is repeated until the end of the reading route.
- 4.3.12. The Contractor will not be paid for any unread meters. If the route is incomplete, the Contractor must return to the remaining unread meters.
- 4.3.13. Meter reading performance returns are to be submitted to the Overstrand Municipality on each Monday. All readings falling within the validation parameters will be accepted, those readings outside the parameters will be subject to control/audit check. Where it is found that incorrect readings have been provided,

the Contractor will be penalized. The penalty per incorrect reading will be equal to the amount payable per meter reading.

- 4.3.14. Where meter readings are not obtained, the reason(s) code on EMRT must be indicated.
- 4.3.15. The Overstrand Municipality shall carry out random site inspections to verify work done and to ensure that equality of work is maintained. Contractors may be requested to supply additional information in order to support inspections.
- 4.3.16. Each EMRT will be loaded with approximately 500 meter locations to be visited on a given day. The number of meters to be read will depend on the ease of access and the distance between meters in the reading route.
- 4.3.17. The Contractor must have resources to provide manpower to field a minimum of one person per route per read day using an EMRT. The Contractors are required to indicate how many staff they intend to employ when tendering for each contract.
- 4.3.18. The work shall be undertaken during all weather conditions.

4.4. DISPUTES

- 4.4.1. If the Contractor is dissatisfied with a decision, instruction or ruling of the Overstrand Municipality, the issue may be referred to a higher level, but such reference shall not relieve the Contractor of his obligation under the Contract.
- 4.4.2. If a dispute remains unresolved, either party may refer the dispute to arbitration. The performance of the contract shall continue during mediation/arbitration, unless Overstrand Municipality orders the suspension thereof.

4.5. TERMINATION

- 4.5.1. If either party wish to terminate the contract prior to the expiry date, 30 days notification to this effect must be submitted in writing, giving details of the reason.
- 4.5.2. The work may be awarded, for the balance of the contract period, to one or more of the other appointed Contractors to be determined by Overstrand Municipality without having to call for tenders.
- 4.5.3. Either party may terminate the contract if the other party has become bankrupt or insolvent.
- 4.5.4. Overstrand Municipality may terminate the contract if the Contractor is notified that he/she has:
- Substantially failed to comply with the contract obligations;
 - Substantially hindered the service delivery of Overstrand Municipality;
 - Substantially broken the Health and Safety Regulations or applicable Acts, Laws or Statutory Requirements;
 - Failed to stop defaulting within three weeks of the notification;

- The Contractor has assigned the Contract to another service provider without the prior approval of the Overstrand Municipality.
- 4.5.4. The Contractor may terminate the contract if he/she notifies Overstrand Municipality that he/she has not been paid for work done within the contract agreement.
- 4.5.5 The Contractor shall return all equipment of Overstrand Municipality before the final payment is made at the end of the contract period.

5. FORM OF OFFER

NAME OF TENDERER: _____

PHYSICAL ADDRESS: _____

I/We the undersigned hereby acknowledge myself/ourselves fully conversant with the details and conditions set out in the Specification and the General and Special Conditions of Tender for Contracts for Services attached thereto, and hereby agree to:

5.1. Provide the service for electricity and water meter reading for a period of 36 months from date of commencement of tender.

The current reading days for the respective areas are listed below. The successful Contractor(s) will be required to comply with the reading dates as specified below. However, the Overstrand Municipality may amend the reading dates after consultation with the particular Contractor(s).

OVERSTRAND MUNICIPALITY: SUMMARY OF METERS									
Area	Reading Dates	Elect Meters	Rate per meter (VAT INCL) YEAR 1	Rate per meter (VAT INCL) YEAR 2	Rate per meter (VAT INCL) YEAR 3	Water Meters	Rate per meter (VAT INCL) YEAR 1	Rate per meter (VAT INCL) YEAR 2	Rate per meter (VAT INCL) YEAR 3
GANSBAAI									
BIRKENHEAD	01 - 07	19				0			
BAARDSKEERDESBOS	01 - 07	0				60			
BLOMPARK	01 - 07	45				643			
DE KELDERS	01 - 07	694				863			
FRANSKRAAL	01 - 07	906				1108			
GANSBAAI	01 - 07	715				1058			
INDUSTRIE PARK	01 - 07	47				58			
KLEINBAAI	01 - 07	410				498			
MASAKHANE	01 - 07	0				368			
PEARLY BEACH	01 - 07	484				668			
HERMANUS									
DE BOS	22 - 23	5				18			
* EASTCLIFF/HERMANUS HEIGHTS	09 - 11	1071				1031			
FISHERHAVEN	13	0				486			
HAWSTON	04 - 07	284				1611			
INDUSTRIA	01 - 03	160				121			
KLEINRIVIER	01 - 03	10				7			
* MOUNT PLEASANT	20 - 21	276				783			
MOOSIG	15	0				279			
* NORTHCLIFF	04 - 07	753				622			
ONRUS	14 - 15	0				1728			
SANDBAAI	01 - 03	1341				1707			
* VOËLKLIP	13 - 17	1573				1661			
VERMONT	09 - 10	0				1112			
* WESTCLIFF	01 - 03	656				662			
ZWELIHLE	20 - 21	20				2768			

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OVERSTRAND MUNICIPALITY: SUMMARY OF METERS									
Area	Reading Dates	Elect Meters	Rate per meter (VAT INCL) YEAR 1	Rate per meter (VAT INCL) YEAR 2	Rate per meter (VAT INCL) YEAR 3	Water Meters	Rate per meter (VAT INCL) YEAR 1	Rate per meter (VAT INCL) YEAR 2	Rate per meter (VAT INCL) YEAR 3
KLEINMOND									
BETTY'S BAY	02 - 17	1				1813			
HANGKLIP ESTATES	10 - 12	0				53			
KLEINMOND	01 - 23	2600				2765			
OVERHILLS/PROTEADORP/EXTEN 6	16 - 17	0				487			
PRINGLEBAY	12 - 14	0				1137			
ROOIELS	13 - 14	0				247			
STANFORD									
STANFORD NORTH	01 - 07	90				721			
STANFORD SOUTH	01 - 07	324				460			
<div style="display: flex; justify-content: space-between;"> <div style="width: 45%;"> <p>_____ Signed Service Provider</p> </div> <div style="width: 45%;"> <p>_____ Date</p> </div> </div>									

* The areas marked with * are currently read by Municipal staff and will not be made available for reading by Contractors in the immediate future but could at any stage be given to the successful contractor in that area. Those areas should thus be included in the tender.

- Contractors will also be required to conduct individual “special” and “final” readings during the course of the month, which does not coincide with the normal reading programme.
- Contractors shall state the number of staff to be employed per area. (Annexure A)
- Due to the nature of the work involved, it is of the utmost importance that all prospective Contractors attend the compulsory Briefing Session which will be held on 26 June 2009 at 10:00, Harmony House, Hermanus Administration, Magnolia Avenue.
- I, hereby confirmed that the following cell phone number will be available/activated at all times. _____

5.2. EVALUATION FRAMEWORK

Overview of Evaluation Framework

CRITERIA	POINTS
a) PPPFA	10
b) Price	90
TOTAL	100

This tender will be evaluated on the 90/10 preferential procurement principle.

5.3. PPPFA (Total 20 points)

CRITERIA FOR b) PPPFA	POINTS
HDI – no franchise MBD 6.1	3
HDI – female MBD 6.1	2
HDI – disability MBD 6.1	1
Located in the Overstrand Municipal area MBD 6.11	4
Located in the Overberg area MBD 6.10	Or 2
Located in the Western Cape MBD 6.9	Or 1
TOTAL	10

5.4. Price (Total 90 points)

The contractor's price must be set out as in 5.1. VAT must be included in the contract price. Points for Price will be allocated as follows:

- Lowest TENDER PRICE tendered on a comparative price basis (R value) / Relevant bidder's TENDER PRICE tendered on a comparative price basis (R value) X 90 points allocated.



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ANNEXURE A

LIST OF STAFF EMPLOYED PER AREA

NAME	ID: NUMBER	CONTACT NUMBER	ADDRESS