

TENDER NO: SC 844/2010

PRINTING & DISTRIBUTION OF MUNICIPAL ACCOUNTS AND NEWS LETTERS

CONTENTS

1	INVITATION TO BID	2
2	SPECIAL CONDITIONS	4
3	GENERAL CONDITIONS OF CONTRACT	7
4	SPECIFICATIONS FOR TENDER NUMBER SC 844/2010 PRINTING & DISTRIBUTION OF MUNICIPAL ACCOUNTS AND NEWSLETTERS.....	16
5	FORM OF OFFER	28

Signature of Tenderer:_____

Date:_____



1 INVITATION TO BID

You are hereby invited to bid for PRINTING & DISTRIBUTION OF MUNICIPAL ACCOUNTS AND NEWSLETTERS of the Overstrand Municipality

BID NUMBER: SC 844/2010

CLOSING DATE: 30 APRIL 2010

CLOSING TIME: 12H00

DESCRIPTION:

The successful bidder will be required to fill in and sign a written Contract and Service Level Agreement

DEPOSITED IN THE BOX SITUATED AT:

Tender Box: No 2

MAIN CASH HALL - OVERSTRAND MUNICIPALITY

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

Signature of Tenderer: _____

Date: _____



MUNICIPALITY

MUNISIPALITEIT

NB: NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE (SEE DEFINITION ON MBD4 ATTACHED)

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

NAME OF BIDDING COMPANY: _____

NAME OF BIDDER: _____

POSTAL ADDRESS: _____

STREET ADDRESS: _____

TELEPHONE NO: _____

MOBILE PHONE NO: _____

FACSIMILE NO: _____

CAPACITY UNDER WHICH _____

THIS BID IS SIGNED: _____

SIGNATURE OF BIDDER: _____

DATE: _____

ISSUED BY:

Overstrand Municipality
PO Box 20
Hermanus, 7200

A NON-REFUNDABLE TENDER PARTICIPATION FEE OF R100.00 (HUNDRED RAND ONLY) (VAT INCLUSIVE) SHALL BE PAYABLE FOR EACH DOCUMENT.

ONLY BANK GUARANTEED CHEQUES MADE PAYABLE TO: **OVERSTRAND MUNICIPALITY** WILL BE ACCEPTED. ALTERNATIVELY THE DOCUMENTS CAN BE DOWNLOADED FREE FROM OUR WEBSITE: WWW.OVERSTRAND.GOV.ZA

Enquiries: Elmarie Hooneberg Tel: 028 313 8149

Signature of Tenderer: _____ Date: _____

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) 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;
- (b) 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;
- (c) 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;
- (d) 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.
- (e) 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

- 2.4.1 Original, valid tax clearance certificate issued by the South African Revenue Services (SARS);
- 2.4.2 Status of all Municipal accounts must be submitted.
- 2.4.3 Certified copies of directors and owners identities must be submitted with the documentation.

Signature of Tenderer: _____

Date: _____

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.

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 of 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.

Signature of Tenderer: _____

Date: _____

2.12 SUBMISSION OF TENDERS

Tenders in sealed envelopes, clearly marked "TENDER NUMBER SC 844/2010 FOR PRINTING & DISTRIBUTION OF MUNICIPAL ACCOUNTS AND NEWSLETTERS" must reach the offices of the Overstrand Municipality, Magnolia Avenue, Hermanus (PO Box 20, Hermanus, 7200) not later than 12H00 on the 30 April 2010.

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 mailed 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, Die Burger and the Argus and on the website www.overstrand.gov.za.

2.15 GENERAL CONDITIONS

The Municipality shall have the right summarily to disqualify any Tenderer 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 90 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 OBJECTION PROCESS

The award of this tender will be effective subject to the completion of any objections received and considered during the 10 working days objections period in terms of the Overstrand Municipality's Supply Chain Management Policy. No rights will accrue until the objections have been finalised.

Signature of Tenderer: _____

Date: _____

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.

Signature of Tenderer:_____

Date:_____

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.

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.

Signature of Tenderer: _____

Date: _____

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:

Signature of Tenderer: _____

Date: _____

- 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

Signature of Tenderer: _____

Date: _____

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:

Signature of Tenderer: _____

Date: _____

- (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 fulfilment 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.

Signature of Tenderer: _____

Date: _____

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

Signature of Tenderer: _____

Date: _____

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

Signature of Tenderer: _____

Date: _____

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

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.

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, 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 wilful 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.

Signature of Tenderer: _____

Date: _____

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.

3.32.5 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

3.33 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 844/2010 PRINTING & DISTRIBUTION OF MUNICIPAL ACCOUNTS AND NEWSLETTERS

The information requested from tenders in this tender has been identified by the municipality as necessary in order for them to be able to evaluate the commitment, capability, suitability and capacity of the tenderers.

4.1 Tenderers must categorically confirm in allocated space whether they comply with the requirements or not by stating yes or no.

4.1.1 The solution must ensure that sufficient control measures are in place to:

A	Reduce human intervention in the generation, printing and distributing of statements.	YES	NO
B	Ensure data integrity of supplied client account details.	YES	NO
C	Ensure that quality processes are in place to prevent mistakes from impacting on clients and the confidentiality of information.	YES	NO

Signature of Tenderer: _____

Date: _____

4.1.2 The solution must enhance Overstrand Municipality's customer service through:

A	Flexible generation, storage, retrieval, e-mail and printing of statements;	YES	NO
B	Different options to distribute statements and other correspondence in media of choice	YES	NO
C	Utilization of Overstrand Municipality's customized stationery which provides a logical layout of client account information;	YES	NO
D	Optimal utilization of Overstrand Municipality's customized stationery i.e. print more information per page than current solution;	YES	NO
E	Flexible enough to combine additional information with the current statements should the need arise in future, as well as the inclusion of pre-printed inserts as well as personalized communications;	YES	NO
F	Collation of various documents;	YES	NO
G	Prompt change of form overlays and layouts; and	YES	NO
H	High quality of printing	YES	NO

4.1.3 The system must be able to process and format data streams from many of the following systems and formats including, but not limited to:

4.1.3.1

A	CSV	YES	NO
B	XML	YES	NO
C	Tab delimited	YES	NO
D	Pipe delimited	YES	NO
E	Comma delimited	YES	NO
F	EBCDIC	YES	NO
G	Flat text files	YES	NO
H	DBF	YES	NO
I	MDB	YES	NO
J	ASCII	YES	NO
K	CR/LF	YES	NO

4.1.3.2 The system must also comply to the following:

A	The vendor must have the ability to accept data files electronically. SFTP is the preferred method of sending data due to the additional security inherent in the protocol.	YES	NO
B	All printed documents must be done on high quality laser.	YES	NO
C	The solution must be able to convert the current statements into electronically distributable documents i.e. e-mail, fax, sms or web.	YES	NO

Signature of Tenderer: _____

Date: _____

4.2 Categories of criteria

The different categories of criteria aim to evaluate inter alia the following specific aspects:

Technical criteria	Ability of the tenderer to perform the required services, as well as other technical issues (paragraph 4.3)	40
Commercial and financial criteria	Financial status and capability of the tenderer (paragraph 4.4)	20
Price criteria	The tenderer's all-inclusive price for the printing and distribution of municipal accounts/newsletters required by the municipality (paragraph 5.1)	30
Empowerment criteria	BEE, HDI and HDE participation (including both ownership and management) (paragraph 5.3.2)	10

4.3 Technical requirements - Criteria

For each tenderer/tender consortium, the municipality will evaluate the following:

4.3.1 Company experience in the field.

4.3.1.1 History

Briefly discuss your company's history. When was your organization established?
Describe the products and services that you have offered to date.

1

4.3.1.2 What differentiates your product and service offering from that of your competitors?

1

4.3.1.3 Explain your quality assurance program with regards to the services offered and how it will be beneficial to Overstrand Municipality's image and client care.

1

4.3.1.4 Please provide information detailing your user support centre with reference to availability, costs and capabilities.

1

Signature of Tenderer: _____

Date: _____

4.3.1.5 Customer References

Please supply references of major customers, or of a similar size to Overstrand Municipality in South Africa to whom you are currently providing the services and products proposed in this document. These references will only be contacted by the Issuer after prior consultation with yourselves.

Details of each Customer Reference Site:

Company Name		
Contact Name		
Contact Phone		
Services Rendered		
Duration of contract		
Comments		

5

4.3.2 Service / Product information

4.3.2.1 Your tender submission must include generic functionality to support the following products / services: Please state YES or NO

A	Timeous and accurate transfer of data from Overstrand Municipality when data is available;	YES	NO
B	Accurate compilation of statement layout from raw data;	YES	NO
C	Absolute verification and confirmation of successful processing of every mail piece;	YES	NO
D	Timeous processing and logging of process documents at SAPO;	YES	NO
E	Fast, reliable and traceable electronic delivery methods;	YES	NO
F	Dependable disaster recovery processes; and	YES	NO
G	Firm and fixed Service Level Agreements. Draft Service Level Agreement to be submitted with Tender Document	YES	NO

3.5

Signature of Tenderer: _____

Date: _____

4.3.2.2 All hardware, software and applications for the required solution must:

A	Be flexible to adapt to future needs and trends;	
B	Have audit trail capabilities;	
C	Be scaleable in order to handle any growth required in future;	
D	Ensure that effective system functionality is in place to enable performance management reporting for the company, per product and per customer.	

2

4.3.2.3 Pre-printed Stationery

Please indicate how the pre-printed stationery would be managed with reference to:

A	Quality
B	Type of forms i.e. cut sheet or continuous
C	Pricing and cost structure of different forms

1.5

Signature of Tenderer: _____

Date: _____

4.3.2.4 Stock Management

Please indicate how the stock on hand would be managed with reference to:

A	The minimum volume of pre-printed stationery, envelopes and any other consumables that will be maintained onsite at all times;
B	Sudden changes of stationery. Specify the process and timeframes applicable;
C	The method of stock control and minimum time frames.

1.5

4.3.2.5 Electronic Data Transfer and Processing Ability

A	Describe your process, formats and ability to receive files electronically
B	What is your ability to process raw data? Please specify data formats and processes.
C	What is your electronic distribution ability? Please elaborate.
D	What is your ability to handle bulk e-mail data? Please elaborate on your volume ability.
E	Please indicate what data security measures are in place.
F	Please specify your backup access control measures on data and servers
G	Please specify access control measures on data and servers

3.5

Signature of Tenderer: _____

Date: _____

4.3.2.6 Imaging Capabilities

A	Give a brief description of your laser imaging equipment in respect of printing speed , volumes and type of laser imaging.
B	Describe your quality control process to insure continuous high quality imaging.
C	Please supply details regarding your backup and redundancy capabilities.
D	Please supply details regarding your disaster recovery capabilities.

4.3.2.7 Mail processing

A	Give a brief description of your mail processing equipment with specific reference to different methodologies, capacities and volumes.
B	Please describe your mailing insert capabilities with reference to form sizes and maximum inserts per envelope.
C	Please supply a brief description of your quality control processes
D	Please describe in detail the process to ensure that multiple page statements are always collated and inserted correctly per consumer
E	Please describe how quantities are controlled i.e. number of statements printed equals number of statements posted
F	Please supply details regarding your disaster recovery capabilities

3

Signature of Tenderer: _____

Date: _____

4.3.2.8 South African Post Office

A	Please describe the mail handling and sorting process to ensure that the customer receives the maximum rebate from the South African Post Office
B	Please supply information regarding timeous delivery, checks and balances regarding posted mail and the method of invoicing i.e. SAPO direct to customer or via service provider

4

4.3.2.9 Disaster recovery

Please describe your total disaster recovery and business resumption processes

5

Signature of Tenderer: _____

Date: _____

4.3.2.10 Service Level Agreements

Please describe how Service Level Agreements will be applied in general and also with specific reference to:

A	Quality standards	
B	Turnaround times on fixed print to post jobs	
C	Turnaround times on urgent ad hoc print to post jobs and the process of logging such jobs with reference to minimum lead times, min/max volumes, additional costs etc	
D	Confidentiality, integrity and security of data and printed forms	
E	Applicable non-performance penalties	

5

Signature of Tenderer: _____

Date: _____

4.4 Commercial and financial requirements - Criteria

20

For each tenderer, the municipality will evaluate the following:

4.4.1 Identity and financial integrity

Tenderers are required to provide the following information:

For each tenderer or entity forming part of a tenderer consortium:

- | | |
|--|---|
| 4.4.1.1 Name and contact details. | 1 |
| 4.4.1.2 Form of entity (e.g. company, individual, corporation, trust etc). | 1 |
| 4.4.1.3 Proof and details of registration. | 1 |
| 4.4.1.4 Audited annual financial statements for each entity forming part of a tenderer.
This must be presented for one year. | 8 |
| 4.4.1.5 Details of membership with trade associations and professional bodies. | 1 |
| 4.4.1.6 Nature of current business. | 1 |
| 4.4.1.7 Number of years in business. | 5 |
| 4.4.1.8 Summary of South African human and other resources and capacity. | 1 |
| 4.4.1.9 Where the tenderer represents a tenderer Consortium, the tender must contain a signed memorandum of understanding: | |
| <ul style="list-style-type: none"> • Regulating the composition of the tenderer and the relationships between its members. • Identify the leading member of the tenderer consortium and should include evidence of the lead member's authority to act on behalf of all other members in respect of this project and specifically this RFT. | 1 |

4.5 Experience and human resources

Tenderers should illustrate their experience relevant to the printing and distribution of accounts Evidence of such experience should include at least the following:

- (a) Schedule of staff available and corporate support.
- (b) Details of staff experience, qualifications and technical competence, particularly in
- (c) Respect of staff responsible for rendering the service.
- (d) Details of the tenderer's management and reporting structure and processes.

Signature of Tenderer: _____

Date: _____

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 Price requirements

The successful tenderer must provide a detailed breakdown of its prices, costs and fees calculated on a volume basis.

5.1.1 TENDER AMOUNT: (VAT must be included)

Item	Score	Units	Year 1	Year 2	Year 3
Initial set-up costs – Laser Dept	2				
List Cleaning	4				
Paper/Mailer cost – included in Litho printing	2	Per 1000			
Litho Printing & Storage - Statements	4	Per 1000			
Laser Printing & Formatting	4	Per 1000			
Additional Inserts (Newsletter – Fold & insert	4	Per 1000			
Mail processing - Statements	2	Per 1000			
Other (please specify) Litho Print: News Letter, Col both sides	4	Per 1000			
White DL Window Envelopes, Litho (one color on face only)	1	Per 1000			
Other (please specify)	1	Per 1000			
Type setting	1				
Postage (per item with discount)	1				

- Proof must be given that company has a license to distribute bulk accounts (postage)

Signature of Tenderer: _____

Date: _____

- The costs above must be calculated at an average of 40 000 (forty thousand) accounts per month with an additional insert (newsletter) every month and four different colors ink (including black) used.
- The quality of paper must preferably be 80 gsm paper.

The employer, identified in the acceptance signature block, has solicited offers to enter into a contract for the procurement of:

5.1.2 PRINTING AND DISTRIBUTION OF MUNICIPAL ACCOUNTS AND NEWS LETTERS

The tenderer, identified in the offer signature block, has examined the documents listed in the tender data and addenda thereto as listed in the tender schedules, and by submitting this offer has accepted the conditions of tender.

By the representative of the tenderer, deemed to be duly authorized, signing this part of the form of offer and acceptance, the tenderer offers to perform all of the obligations and liabilities of the Contractor under the Contract including compliance with all its terms and conditions according to their true intent and meaning for an amount to be determined in accordance with the Conditions of Contract identified in the Contract Data.

The offered total of the prices inclusive of Value-Added Tax is set out in paragraph 5.1 of this document.

Provide the service for the Printing & Distribution of Municipal Accounts and Newsletters for a period of 36 months from date of commencement of tender.

Signature 1.

Signature 2.

Full Name(s)

Full Name(s)

Capacity

Capacity

For the Tenderer _____
 (Name and address of organization)

WITNESS:

_____ Name	_____ Signature	_____ Date
---------------	--------------------	---------------

Signature of Tenderer: _____

Date: _____

5.2 EVALUATION FRAMEWORK

5.2.1 Overview of Evaluation Framework

CRITERIA	POINTS
a) PPPFA	10
b) Price	30
c) Commercial and financial	20
d) Technical	40
TOTAL	100

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

PPPFA (Total 10 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	2
Located in the Western Cape MBD 6.9	1
TOTAL	10

Signature of Tenderer: _____

Date: _____