

TENDER NO: SC 944/2010

**DISCONNECTION AND RECONNECTION OF ELECTRICITY SUPPLY
& INSTALLATION AND REMOVAL OF WATER FLOW RESTRICTORS**

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Signature of Tenderer:_____

Date:_____



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1. INVITATION TO BID

MBD1

**You are hereby invited to bid for the DISCONNECTION AND RECONNECTION
OF ELECTRICITY SUPPLY & INSTALLATION AND REMOVAL OF WATER
FLOW RESTRICTORS**

BID NUMBER: SC 944/2010

CLOSING DATE: 01 October 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 3

**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

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

Signature of Tenderer: _____

Date: _____



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**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 R110.00 (HUNDRED AND TEN 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. GENERAL CONDITIONS OF TENDER

2.1 GENERAL

2.1.1 Sealed tenders / quotations, with "Tender / Quotation No SC 944/2010" clearly endorsed on the envelope, must be deposited in the **tender box** at the offices of the Overstrand Municipality, Magnolia Avenue, Hermanus.

2.1.2 The tender must be lodged by the Tenderer in the tender box in the Main Cash Hall, Hermanus Municipal Offices, Magnolia Road, Hermanus

Please Note:

- **Tenders that are deposited in the incorrect box will not be considered.**
- **Tender box deposit slot is 28cm x 2.5cm.**
- **Mailed, telegraphic or faxed tenders will not be accepted.**

2.1.3 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 or may be returned to the Tenderer at his request.

2.1.4 Tenders may **not** be telefaxed to the Municipality and therefore any tenders received by fax will **not** be considered.

2.1.5 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 box.

2.1.6 Tenders shall be opened in public at the Hermanus Municipal Offices as soon as possible after the closing time for the receipt of tenders.

2.1.7 Alterations or deletions not signed by the Tenderer may render the tender invalid.

2.1.8 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 Tenderer agrees that a percentage or fixed amount at the discretion of the Municipality, be deducted from payments due to him for this tender, until the debt is paid in full.

The tenderer shall declare **all** the Municipal account numbers in the Overstrand Area for which the enterprise or the proprietors or directors in their personal capacity is/ are responsible or co-responsible.

2.1.9 All prices shall be quoted in South African currency and be **inclusive** of VAT.

Signature of Tenderer: _____

Date: _____



2.2 INVOICES, VAT AND PAYMENTS

2.2.1 Invoices

All invoices must be forwarded to the following address:
Overstrand Municipality, PO Box 20, Hermanus, 7200.

2.2.2 Value-Added Tax (VAT)

Tax invoices are to comply with the requirements as contained in the Value Added Tax Act, Act 89 of 1991. The content of the invoice must contain sufficient information for audit purposes.

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 R1 000 should, in addition to the other required information, also disclose the VAT registration number of the recipient, with effect from 1 March 2005.

The VAT registration number of the Municipality is **4140106396**.

2.2.3 Payments

There will be one payment per month to the Contractor.

(a) Standard Payment Terms

Invoices received for services for a particular calendar month's services, will be paid between the 20th and 25th of the ensuing month.

(b) Payments to SMME / HDI Contractors

Invoices received for services for a particular calendar month, will be paid between the 11th and 16th of the ensuing month.

Signature of Tenderer:_____

Date:_____

**3. SPECIAL CONDITIONS OF TENDER FOR CONTRACTS FOR SERVICES****3.1 DEFINITIONS (applicable to the whole tender document)**

Unless inconsistent with or expressly indicated otherwise by context:

- 3.1.1 "Approved" or "Approval" shall mean "approved" or "approval" by the Municipality.
- 3.1.2 "MUNICIPALITY" shall mean OVERSTRAND MUNICIPALITY or its duly authorised representative.
- 3.1.3 "Contractor" shall mean the Tenderer whose tender has been accepted by the Municipality and shall include the Tenderer's legal personal representative, heirs, successors and assigns.
- 3.1.4 "Contract" shall mean and include the Municipality's Specification and Special Conditions of Tender for Contracts for Services and any agreement entered into in terms of these conditions.
- 3.1.5 "Contract Price(s)" shall mean the price(s) tendered by the Contractor and accepted by the Municipality for the execution of the Contract.
- 3.1.6 "Date of Tender" shall mean the date and time on which Tenders are due to be deposited in terms of the advertisement calling for Tenders.
- 3.1.7 "Month" shall mean calendar month.
- 3.1.8 "Writing" shall include any manuscript, typewritten or printed statement, under or over signature or seal as the cases may be.

3.2 APPLICANT TO SATISFY HIMSELF AS TO THE CONDITIONS AND CIRCUMSTANCES OF TENDER

By Tendering, the Tenderer shall be deemed to have satisfied himself as to the conditions and circumstances affecting the Tender.

3.3 COMPLETE ACCEPTANCE OF CONDITIONS

- 3.3.1 The Tenderer shall be deemed to know and understand the Tender Conditions of which this clause forms part and the submission of a Tender shall presume complete acceptance of the said Conditions of Tender. The non-acceptance or variation of any of these Conditions or the inclusion of any other conditions will render the Tender liable to rejection.
- 3.3.2 Subject to the provisions of the foregoing sub-clause, the Tenderer may qualify any one or more of the said Conditions but no qualification of a Condition shall, if his Tender be accepted, form part of his contract with Municipality unless at the time of the tender he shall have indicated in writing, specifically in relation to each and every Condition so qualified, the number of the Condition and the exact extent to which it is qualified.

Signature of Tenderer: _____

Date: _____



Provided, however, that in any contract to which any special conditions imposed by the Municipality apply, such special conditions shall be embodied in the tender relating to that Contract and shall be supplementary to and additional to any of the Conditions set out herein. Should any such special conditions conflict with these Conditions, the special conditions shall apply.

3.4 ASSIGNMENT

This contract is personal to the Contractor and the Contractor shall not sublet, assign or make over the Contract or any part thereof, or any share or interest therein, to any other person without the written consent of the Municipality and on such conditions as it may approve.

3.5 DISCREPANCIES

Should there appear to be any discrepancies, ambiguities or want of agreement in description, dimensions, qualities or quantities in the Contract, the Contractor shall be obliged to refer the matter to the Municipality's representative for decision before proceeding to execute the contract or part thereof in respect of which the said discrepancies, ambiguities or want of agreement appear to exist.

3.6 ALTERNATIVES

The Tenderer may submit alternatives which, in his opinion, are to the Municipality's advantage economically and technically.

3.7 DEFAULT

Should it appear to the Municipality that the Contractor is not executing the Contract in accordance with the true intent and meaning thereof, or that he is refusing or delaying to execute the Contract or that he is not carrying on the Work at such rate of progress as to ensure delivery by the Date of Delivery or that the time has expired within which delivery should have taken place or in the event of any other failure or default by the Contractor, then and in any of such events the Municipality may give notice in writing to the Contractor to make good the failure or default and should the Contractor fail to comply with the notice within the period specified therein, then and in such case the Municipality shall, without prejudice to any of its rights under the Contract, be at liberty forthwith to perform such work as the Contractor may have neglected to do, or to take the Contract wholly or in part out of the Contractor's hands and assign that portion to any other person. The Contractor shall be responsible for any loss the Municipality may sustain by reason of such action as the Municipality may take in terms of this Clause.

3.8 PATENTS

The Contractor shall pay all royalties and expenses and be liable for all claims in respect of the use of patent rights, trade marks or other protected rights and hereby indemnifies the Municipality against any claims arising there from.

Signature of Tenderer: _____

Date: _____

3.9 COMPLIANCE WITH LEGISLATION

3.9.1 The Tenderer shall comply with all Industrial Laws and Regulations relating to wages, hours and conditions generally governing the employment of labour. All aspects of the Compensation for Occupational Injuries and Diseases Act, the Occupational Health and Safety Act, UIF, etc must be adhered to by the Tenderer.

3.9.2 Prior to the commencement of work, the successful Tenderer will be required to appoint a competent person to sign the attached Form of Undertaking in Respect of the Occupational Health and Safety Act, 1993.

3.10 INDEMNITY

The successful Tenderer shall indemnify and keep the Municipality indemnified against all actions, proceedings, claims, costs, demands, damages and expenses which may be levied or made against the Municipality, or which the Municipality may sustain or incur by reason of any injury or damage to persons or property arising directly out of any action by the successful Tenderer or his agents in the execution of the Tender.

3.11 INJURY OR DAMAGE TO CONTRACTORS PERSONNEL, ETC

It is to be clearly understood that in the event of injury or damage to the Contractor's personnel, vehicles, gear or animals, no claim for damage or responsibility will be accepted by the Municipality.

3.12 LAW TO APPLY

The Contract shall in all respects be construed in accordance with the law of the Republic of South Africa and any difference that may arise between the Municipality and the Contractor in regard to the Contract shall be settled the Magistrates Court in the Republic of South Africa.

3.13 OFFERING OF COMMISSION OR GRATUITY

If a Tenderer or Contractor, or any person employed by him, is found, to have either directly or indirectly offered, promised or given to any Councillor or employee of the Municipality, any commission, gratuity, gift or other consideration, the Municipality shall have the right summarily and without recourse to law and without prejudice to any other legal remedy which it may have in regard to any loss and/or additional cost or expenses, to disqualify the Tender or cancel the Contract without paying any compensation to the aforesaid Tenderer or Contractor.

3.14 SAVING CLAUSE

Nothing in these conditions or in any other part of this Contract contained shall be construed as preventing the Municipality from recovering from the Contractor any damages to which the Municipality may be entitled in law as a consequence of any breach by the Contractor of any of the terms of this Contract. Should any issue arise in the duration of the contract for which no provision is made in the tender conditions, the Municipality reserves its right to make an appropriate ruling and such ruling will be deemed to be included in the tender conditions.

Signature of Tenderer: _____

Date: _____

4. GENERAL CONDITIONS OF CONTRACT (GCC)

4.2 4.1 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.

Signature of Tenderer: _____

Date: _____



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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.

4.3 Application

- 4.3.1 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.
- 4.3.2 Where applicable, special conditions of contract are also laid down to cover specific goods, services or works.
- 4.3.3 Where such special conditions of contract are in conflict with these general conditions, the special conditions shall apply.

4.4 General

- 4.4.1 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.
- 4.4.2 Invitations to bid are usually published in locally distributed news media and on the municipality/municipal entity website.

4.5 Standards

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

Signature of Tenderer: _____

Date: _____

**4.6 Use of contract documents and information; inspection**

- 4.6.1 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.
- 4.6.2 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.
- 4.6.3 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.
- 4.6.4 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.

4.7 Patent rights

- 4.7.1 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.
- 4.7.2 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.

4.8 Inspections, tests and analyses

- 4.8.1 All pre-bidding testing will be for the account of the bidder.
- 4.8.2 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.
- 4.8.3 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.
- 4.8.4 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.
- 4.8.5 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.

Signature of Tenderer:_____

Date:_____

- 4.8.6 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.
- 4.8.7 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.
- 4.8.8 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.

4.9 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.

4.10 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.

4.11 Transportation

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

4.12 Incidental Services

- 4.12.1 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.
- 4.12.2 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.

Signature of Tenderer: _____

Date: _____

4.13 Warranty

- 4.13.1 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.
- 4.13.2 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.
- 4.13.3 The purchaser shall promptly notify the supplier in writing of any claims arising under this warranty.
- 4.13.4 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.
- 4.13.5 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.

4.14 Payment

- 4.14.1 The method and conditions of payment to be made to the supplier under this contract shall be specified.
- 4.14.2 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.
- 4.14.3 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.
- 4.14.4 Payment will be made in Rand unless otherwise stipulated.

4.15 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.

4.16 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

Signature of Tenderer: _____

Date: _____

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.

4.17 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.

4.18 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.

4.19 Delays in the supplier's performance

4.19.1 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.

4.19.2 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.

4.19.3 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.

4.19.4 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.

4.19.5 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.

4.20 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

Signature of Tenderer: _____

Date: _____

delay until actual delivery or performance. The purchaser may also consider termination of the contract pursuant to GCC Clause 23.

4.21 Termination for default

4.21.1 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 3.21.2;
- (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.

4.21.2 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.

4.22 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.

4.23 Force Majeure

4.23.1 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.

4.23.2 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.

Signature of Tenderer:_____

Date:_____

4.24 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.

4.25 Settlement of Disputes

- 4.25.1 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.
- 4.25.2 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.

4.26 Limitation of Liability

- 4.26.1 Should it not be possible to settle a dispute by means of mediation, it may be settled in a South African court of law.
- 4.26.2 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.
- 4.26.3 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.

4.27 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.

4.28 Applicable law

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

Signature of Tenderer: _____

Date: _____

4.29 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.

4.30 Taxes and duties

- 4.30.1 A foreign supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser's country.
- 4.30.2 A local supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser.
- 4.30.3 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.
- 4.30.4 No contract shall be concluded with any bidder whose municipal rates and taxes and municipal services charges are in arrears.
- 4.30.5 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

4.31 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.

Signature of Tenderer:_____

Date:_____

**5. SPECIFICATION FOR TENDER NUMBER SC 944/2010 DISCONNECTION AND RECONNECTION OF ELECTRICITY SUPPLY & INSTALLATION AND REMOVAL OF WATER FLOW RESTRICTORS FOR OVERSTRAND MUNICIPALITY**

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

5.1 SCOPE OF WORK

The Municipality intends engaging the services of Contractors to undertake the disconnection and reconnection of electricity supply and the installation and removal of water flow restrictors on the basis of a thirty six month contract which shall be administered by the Municipality.

5.2 TECHNICAL SPECIFICATION**5.2.1 Equipment, tools, apparatus**

The Contractor shall provide his/her own tools, equipment and apparatus to carry out the work required.

5.2.2 Compliance with safety legislation

- (a) All work to be undertaken on this contract shall be carried out in accordance with the NER's (National Electricity Regulator) Electricity Meter Reading Standard Code of Conduct (Available for inspection at the Hermanus Administration, Magnolia Avenue) and Health and Safety Rules. (Attached)
- (b) The Contractor is responsible for his staff's personal safety.

5.2.3 Transport

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

5.2.4 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.

Signature of Tenderer:_____

Date:_____

**5.2.5 Communications**

- (a) The Contractor's supervisory staff shall have a cellular phone available for communication with Overstrand Municipality as and when required.
- (b) The Contractor shall be contactable after hours as well.

5.2.6 Legal Protection

For purposes of legal protection, Contractors shall provide the names of its employees to be utilised.

5.2.7 Code of Conduct

- (a) Contractor's staff will be required to comply with the Overstrand Code of Conduct (attached) when dealing with customers. All employees of the contractor will be issued with identity cards and shall produce such identity card when requested by customers.

Any Contractor or member of his/her staff who is found 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 after an thorough investigation and disciplinary hearing . The Municipality's decision in this respect shall be final.

- (b) Any revisions or additions to the Standard Code of Conduct, Municipal By-Laws and Health and Safety Rules from time to time will also be applicable to this Contract after communicating it to the successful tenderer.
- (c) Under **no circumstances** may the Contractor or any of his employees accept or receive **monies** from consumers in respect of payment intended for the Municipality

5.2.8 Meeting on Request

The Contractor shall ensure that he/she or a representative is available to attend a meeting on request with the Municipality.

Signature of Tenderer:_____

Date:_____

6. MODE OF OPERATION: DISCONNECTION AND RECONNECTION OF ELECTRICITY SUPPLY & INSTALLATION AND REMOVAL OF WATER FLOW RESTRICTORS

6.1 Disconnection at the request of the consumer.

- 6.1.1 The disconnection and reconnection of the supply on request of consumers due to vacating of the property, will take place throughout the month.
- 6.1.2 The disconnection or reconnection must be executed within 24 hours of receipt of the notice from the Municipality.
- 6.1.3 The disconnection/ restriction in respect of non payment may be done from Monday to Thursday up to 14:00.
- 6.1.4 Notice of premises where the supply is to be reconnected/ reinstated will be provided to the Tenderer. The Tenderer must collect the notices twice per day at times as determined by the Municipality and of which the reconnection must be carried out on the same day.

6.2 Disconnection due to arrears

- 6.2.1 The Municipality will compile cut-off lists which will be provided to the contractor. The disconnection of service actions will commence on a particular day of each month and continue until the lists has been dealt with.
- 6.2.2 Disconnections and reconnections must be executed within 12 hours of receiving notice from the Municipality.
- 6.2.3 Disconnections may only be executed from Monday to Thursday up to 14:00.
- 6.2.4 The list of reconnections will be provided to the Tenderer before 16:00 and the reconnection must be executed on the same day, Monday to Friday.
- 6.2.5 A notice of the disconnection/ restriction and other detail in respect of each property on the list will be provided by the Municipality and must be delivered to the particular consumer by the Tenderer, at the time of the disconnection.
- 6.2.6 The Tenderer must provide the Municipality with the date and time of the disconnection and /or reconnection, as well as the water and/or electricity meter reading.
- 6.2.7 The list of disconnections and reconnections must be signed off and returned to the authorised official within 12 hours of completion.
- 6.2.8 Electricity disconnections may entail the following:
 - Switching off of the Mains and placing a seal thereon;
 - Switching off the electricity at the overhead power lines;
 - Reconnection of either when instruction is received from the authorised official.
 - Immediate reporting to the authorized official in the event of any sign of tampering with the meter or supply network

Signature of Tenderer:_____

Date:_____



- 6.2.9 Water disconnections will entail the following:
- Installation of a water restricting device;
 - Removal of a water restricting device;
 - Total removal of meters when specifically instructed to do so by the authorised official.

6.2.10 The Tenderer will be required to visit all the premises of which the water and/or electricity service has been disconnected and not yet reconnected to ensure that the seal is still in place (basically, a check visit). The frequency and timing of such visits will be determined by the authorised official.

6.3 DISPUTES

6.3.1 If the Contractor is dissatisfied with a decision, instruction, or ruling of the Municipality the issue may be referred to a higher level, but such reference shall not relieve the Contractor of his obligation under the Contract.

6.3.2 If a dispute remains unresolved, either party may refer the dispute to arbitration. The performance of the contract shall continue during mediation/arbitration, unless the Municipality orders the suspension thereof.

6.4 TERMINATION

6.4.1 If either parties wishes 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.

6.4.2 The work may then be awarded, for the balance of the contract period, to one or more of the other appointed Contractors to be determined by the Municipality without having to call for tenders.

6.4.3 Either party may terminate if the other party has become bankrupt or insolvent.

6.4.4 MUNICIPALITY may terminate if the Contractor is notified that he/she has:

- Substantially failed to comply with the contract obligations
- Substantially hindered the service delivery of the Municipality
- Substantially broken the Health and Safety Regulations or applicable Acts, Laws or Statutory Requirements
- Failed to stop defaulting within three weeks of notification
- The other party has assigned the Contract to another service provider without the prior approval of the Municipality
- Or any other reasonable reason

6.4.5 The Contractor may terminate if he/she notifies Municipality that he/she has not been paid for work done within the contract agreement

6.4.6 Contractor shall return all equipment of Municipality before the final payment is made at the end of the contract period.

Signature of Tenderer:_____

Date:_____

**6.5 Categories of criteria and weightings**

6.5.1 Against such background, tenders will be evaluated against the under-mentioned two broad categories. The following weightings will be allocated to these categories:

Commercial and financial criteria (6.5)	Financial status and capability of the tenderer	20
Technical criteria (6.6)	Ability of the tenderer to perform the required services, as well as other technical issues	40

6.5.2 Minimum requirements to achieve for qualifying as Tenderer is 50 out of the 60 points

6.5.3 Commercial and Financial requirements (20)

Tenderers are required to provide the following information:

6.5.3.1 Name and Contact Details.

--

6.5.3.2 Form of entity (e.g. company, individual, corporation, trust etc).

--

6.5.3.3 Details of membership with trade associations and professional bodies. Please attach certificates. (4)

Electricity Bodies (2)	Water Bodies (2)

Signature of Tenderer:_____

Date:_____



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6.5.3.4 Nature of current Business. (2 points if relevant)

--

6.5.3.5 Number of years in business. (4)

Electricity experience		Water experience	
< 2 years (.5)		< 2 years (.5)	
2 – 4 years (1)		2 – 4 years (1)	
➤ 4 years (2)		➤ 4 years (2)	

6.5.3.6 List of South African human and other resources and capacity. (2)

--

6.5.3.7 Details of staff experience, qualifications and technical competence, particularly in respect of staff responsible for termination of services to clients; (5)

--

Signature of Tenderer:_____

Date:_____

6.5.3.8 Customer References (3)

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		

Signature of Tenderer:_____

Date:_____

6.6 Technical requirements: Criteria

6.6.1 Tenderers must categorically confirm in allocated space whether they comply with the requirements or not by stating yes or no. (4 X 2 = 8). **State YES or NO**

a	Provide the equipment for the physical disconnection and reconnection of electricity and water supplies	
b	Transport to and from the sites to carry out the work required	
c	Cellular phone(s) available for Communication with Overstrand Municipality	
d	Available after hours	

6.6.2 Experience in: (4 X 3 = 12). **State YES or NO and indicate years in experience**

a	Switching off the Mains and placing a seal thereon	
	Indicate years of experience	
b	Switching off the electricity at the overhead power lines	
	Indicate years of experience	
c	Installation of a water restricting device	
	Indicate years of experience	
d	Total removal of water meter	
	Indicate years of experience	

Signature of Tenderer: _____

Date: _____

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6.6.3 Please indicate how the Disconnections and Reconnections of Electricity supply & Installation and Removal of Water Flow Restrictors for Overstrand Municipality would be managed with reference to: (5 X 4 = 20)

a	Standard Dress Code
b	Turnaround times on Disconnection and Reconnection of Electricity Supply
c	Turnaround times on Installation and Removal of Water Flow Restrictor
d	Confidentiality, integrity and security of data
e	Applicable non-performance penalties

Signature of Tenderer:_____

Date:_____



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6.7 Against such background, tenders will be evaluated against the under-mentioned two broad categories. The following weightings will be allocated to these categories:

Price criteria (7.1)	The tenderer's all-inclusive price for the disconnection and reconnection of electricity supply and installation and removal of water restrictors	90
Preferential Procurement Points (6.7.2)	Refer MBD Documents	10

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

6.7.2 PPPFA (Total 10 points)

CRITERIA FOR b) PPPFA	POINTS
HDI – no franchise MBD 6.1	2
HDI – female MBD 6.1	1
HDI – disability MBD 6.1	1
Located in the Overstrand Municipal area MBD 6.11	6
Located in the Overberg area MBD 6.10 OR	2
Located in the Western Cape MBD 6.9 OR	1
TOTAL	10

Signature of Tenderer: _____

Date: _____



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7. FORM OF TENDER

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:

7.1 Price Criteria (90)

7.1.1 Provide the service for disconnection and reconnection of electricity supply & installation and removal of water restrictors for a period of 36 months from date of commencement of tender.

- The successful tenderer must provide a detailed breakdown of its prices, costs and fees calculated on a volume basis as well as annual escalations.
- VAT must be included in the tender price.

7.1.2 History of the current disconnection and reconnection of electricity and the installation and removal of water restrictors from July 2009 to June 2010:

Month	Cut off Electricity	Restriction Water	Special Cuts, etc Electricity	Special Cuts, etc Water	Reconnect Electricity	Reconnect Water
July 09	138	166	28	42	138	169
August 09	178	73	3	3	200	50
September 09	111	60	38	38	192	63
October 09	152	101	57	67	176	71
November 09	168	60	20	23	168	67
December 09	121	39	29	38	124	51
January 10	133	99	15	16	63	12
February 10	37	36	42	67	55	23
March 10	30	42	34	20	20	10
April 10	37	81	19	55	43	26
May 10	41	86	28	28	47	67
June 10	44	52	29	72	43	48

Signature of Tenderer: _____

Date: _____



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7.1.3 Pricing Schedule (90)

OVERSTRAND MUNICIPALITY : PRICE PER METER PER ACTION - VAT INCLUDED

CUT OFF / RESTRICTION OF (15)						
Kleinmond Hermanus Stanford Gansbaai	Electricity			Water		
	Year 1	Year 2	Year 3	Year 1	Year 2	Year 3
SPECIAL CUT OFF / RESTRICTION OF (10)						
Kleinmond Hermanus Stanford Gansbaai	Electricity			Water		
	Year 1	Year 2	Year 3	Year 1	Year 2	Year 3
RECONNECTION OF (15)						
Kleinmond Hermanus Stanford Gansbaai	Electricity			Water		
	Year 1	Year 2	Year 3	Year 1	Year 2	Year 3
AFTER HOURS: CUT OFF / RESTRICTION OF (10)						
Kleinmond Hermanus Stanford Gansbaai	Electricity			Water		
	Year 1	Year 2	Year 3	Year 1	Year 2	Year 3

Signature of Tenderer: _____

Date: _____

AFTER HOURS: RECONNECTION OF (10)						
Electricity			Water			
Year 1	Year 2	Year 3	Year 1	Year 2	Year 3	
Kleinmond						
Hermanus						
Stanford						
Gansbaai						
CHECK VISIT OF METERS TO ENSURE SEAL/RESTRICTOR ARE STILL IN PLACE (15)						
Electricity			Water			
Year 1	Year 2	Year 3	Year 1	Year 2	Year 3	
Kleinmond						
Hermanus						
Stanford						
Gansbaai						
DELIVERY OF CUT OFF AND RESTRICTION NOTICES (15)						
Electricity			Water			
Year 1	Year 2	Year 3	Year 1	Year 2	Year 3	
Kleinmond						
Hermanus						
Stanford						
Gansbaai						

Signature of Tenderer:_____

Date:_____