



## C1.2 CONTRACT DATA

### CONTRACT FOR THE SUPPLY AND DELIVERY OF GOODS, THIRD EDITION OF CIDB DOCUMENT 1019 (AUGUST 2008)

#### CONDITIONS OF CONTRACT

Contract for the supply and delivery of goods (August 2008) (Third Edition of CIDB document 1019) is applicable for this contract.

#### CONTRACT SPECIFICATION DATA

The following contract specification data, referring to the contract for the supply and delivery of goods, Third Edition of CIDB document 1019 (August 2008) are applicable to this contract:

#### Part 1: Data Provided by the Employer

	Data
1	<p>The Name of the Employer is <b>Thembisile Hani Local Municipality</b></p> <p>The address of the Employer is:  Stand no. 24  Corner Police Station.  Mthombomuhle  Empumalanga  0458</p> <p>Private Bag X 4041  Empumalanga  0458</p> <p>Telephone: 013 986 9100</p>
2	The Project is for : <b>APPOINTMENT OF A PANEL OF SERVICE PROVIDERS FOR SUPPLY AND DELIVERY OF ELECTRICAL MATERIAL AS AND WHEN REQUIRED.</b>
3	The Period of Performance is as per letter of appointment
4	The Service Provider may not release public or media statements or publish material related to the Services or Project without the written approval of the Employer.
5	The Service provision shall be completed as per letter of appointment
6	The client shall not be responsible for any overtime worked or overtime payments made to the personnel of the Service Provider.
7	Copyright of document prepared for the project shall be vested with the Thembisile Hani Local Municipality
8	Settlement of dispute is to be in terms of Supply Chain Management Policy of the Thembisile Hani Local Municipality, not excluding the provisions provided for in terms of rules / laws governing dispute resolution and employing services of the courts to remedy any dispute that may arise.
9	Service Providers will be paid in accordance with the Thembisile Hani Local Supply Chain Management Policy.
10	A Service Provider may not subcontract any work not approved by the employer the Thembisile Hani Local Municipality
11	The prices escalation/fluctuations of the goods to be supplied shall be covered in the Service Level Agreement to be entered into

*Tenderer*

*Witness 1*

*Witness 2*

*Employer*

*Witness 1*

*Witness 2*



**C 1.1.2 Annex 1**

<b>3.3</b>	<b>Notices</b>
3.3.1.	Any notice, request, consent, or other communication made between the Parties pursuant to the Contract shall be in writing and shall be deemed to have been made when delivered in person to an authorized representative of the Party to whom the communication is addressed, or when sent by telex, telegram, e-mail or facsimile to such Party at the address specified in the Contract, or one week after having been sent by registered post.
3.3.2.	If the sender requires evidence of receipt, he shall state such requirement in his communication and, wherever there is deadline for the receipt of the communication, he may demand evidence of receipt of his communication. In any event, the sender shall take all the necessary measures to ensure receipt of communications.
3.3.3.	A Party may change its address for receipt of communications by giving the other Party 30 days advance notice of such change.
<b>3.4.</b>	<b>Confidentiality</b>  Both parties shall keep all commercially sensitive information obtained by them in the context of the Contract confidential and shall not divulge it without the written approval of the other Party.
<b>3.7</b>	<b>Weights and measures</b>  The quantities of Goods delivered shall be according to South African standard weights and measures
<b>3.9</b>	<b>Title and risk</b>  Without prejudice to rights of rejection under these conditions, title to and risk in the Goods passes to the Purchaser when the Goods are off-loaded and accepted by the Purchaser at the address given in the delivery instructions.
<b>4</b>	<b>MAIN RESPONSIBILITIES OF THE PARTIES</b>
4.1	The Purchaser shall, within a reasonable time, give his decision on any matter properly referred to him in writing by the Supplier so as not to delay the provision of Goods.
4.2	The Supplier shall, in accordance with the requirements of the Scope of Work, provide the Goods in the quantity, on or before the due date determined in accordance with 3.6, stated in a written order issued by the Purchaser.

*Tenderer*

*Witness 1*

*Witness 2*

*Employer*

*Witness 1*

*Witness 2*



<b>5.</b>	<b>PACKAGING, MARKING AND DELIVERY</b>
5.1	All Goods shall be packaged in accordance with the provisions of the Scope of Work. Where no provisions are made in the Scope of Work for packaging, the Goods shall be properly packed for long term storage in containers suitable to protect the contents against damage through rough handling and for over-storage in transit or whilst in store.
5.2	Unless otherwise stated in the Contract Data, all containers (including packing cases, boxes, tins drums and wrappings) supplied by the Supplier shall be considered as non-returnable, and their cost having been included in the price of the Goods.
5.5.	Delivery, unless otherwise provided for in the Contract Data shall be effected within 7 days from receipt of the Purchaser's order. Should the Supplier have reason to suspect delays in delivery, the Supplier shall advise the Purchaser upon receipt of an order in writing of any anticipated delays citing reasons therefore and put forward a new anticipated delivery. The Purchaser may then extend the delivery date if and as it seems fit. Unless and until the Supplier receives a notification of the new, extended delivery date, there shall be no extension to the date.
5.6	Should the Supplier fail to supply any of the Goods on the date or dates or within the period or periods specified thereof, or should he fail to replace any rejected Goods as required by the Contract, the Supplier shall be liable to make good to the Purchaser all loss and damage occasioned by such failure, including any reasonable price (whether greater than the appropriate Contract price or not) paid by the Purchaser in purchasing the Goods on which default has been made, from a source other than the Supplier. In such an event the Purchaser shall be at liberty to retain the amount of any such loss or damage from any money due by the Purchaser to the Supplier but without prejudice to other methods of recovery open to the Purchaser.
<b>6.</b>	<b>QUALITY</b>
6.1	All Goods supplied shall comply with the requirements of the Scope of Work, or shall conform in all respects to the sample which form part of the Contract.
6.2.	All Goods covered by this Contract shall be the subject of the Purchaser's inspection and test at all times before, during or after manufacture. The Supplier shall furnish without extra charge all reasonable facilities and assistance for the safe and convenient inspection or test required by appointed inspectors. Such inspections may be carried out on the Supplier's premises or at such other place as deemed appropriate by inspectors.
6.3	If the Supplier fails to supply Goods, materials, workmanship or services in accordance with the provisions of the Contract, the Purchaser may reject any part of the Goods by giving written notice to the Supplier specifying the reason for rejection and whether replacement Goods are required and within what time.

*Tenderer*

*Witness 1*

*Witness 2*

*Employer*

*Witness 1*

*Witness 2*



6.4	All rejects shall be held at the Supplier's risk and expense including all transportation and handling costs until returned to or collected by the Supplier. All rejects shall be replaced or rectified and made good at the Supplier's expense within the specified replacement period to the full satisfaction of the inspectors and in conformity with the standards, specification or samples specified in this Contract.
6.5	In the event of the Supplier failing to remove such rejected Goods within 5 days of notification of the rejection, the Purchaser shall be at liberty to return them at the Supplier's risk, the cost of carriage being recoverable from the Supplier. In the event that the Supplier considers himself aggrieved he may, within 5 day of the receipt of notification of rejection give the Purchaser notice of objection, whereupon the Goods shall not be removed until the Purchaser so directs.
8.	<b>ASSIGNMENT AND SUBCONTRACTING</b>  The Supplier shall not assign or subcontract any part of this Contract without the written consent of the Purchaser.
9	<b>TERMINATION</b>
	The Purchaser may terminate the Contract at any time, without prejudice to any right of action or remedy which has accrued or thereafter accrues to the Purchaser, if the Supplier:  a) defaults in due performance of the Contract;
10	<b>PRICE AND PAYMENT</b>
10.1	Amounts due to the Supplier, arising from an order issued by the Purchaser, shall be paid by the Purchaser within thirty days (30) days of receipt by him of the Supplier's correct tax invoice. If the Supplier does not receive payment by the due date, he shall be entitled to charge interest on the unpaid amount, which is payable by the Purchaser the overdraft rate charged him by his bank plus 2% per annum, compounded monthly and calculated from the due date of payment.
10.2	If any item or part of an item in an invoice submitted by the Supplier is disputed by the Purchaser, the latter shall, before the due date of payment, give notice thereof with reasons to the Supplier, but shall not delay payment of the balance of the invoice. Clause 10.1 shall apply to disputed amounts which are finally determined to be payable to the Supplier.
11	<b>PRICE ADJUSTMENT</b>
11.2	Contract price adjustment shall be made based on CPIX once a year (Civil Building Stats PPI)
12	<b>RESOLUTION OF DISPUTES</b>
12.1.1	The Parties shall negotiate in good faith with a view to settling any dispute or claim arising out of or relating to the Contract and may not initiate any further proceedings until either Party has, by written notice to the other, declared that such negotiations have failed.

*Tenderer*

*Witness 1*

*Witness 2*

*Employer*

*Witness 1*

*Witness 2*



12.1.2	Any dispute or claim arising out of or relating to the Contract which cannot be settled between the Parties shall be referred by the Parties in the first instance to either mediation or adjudication as provided for in the Contract Data.
12.2	<b>Mediation</b>
12.2.1.	If the Contract Data does not provide for dispute resolution by adjudication, not earlier than ten working days after having advised the other Party, in terms of Clause 12.1, that negotiations in regard to a dispute have failed, an aggrieved Party may require that the dispute be referred, without legal representation, to mediation by a single mediator. The mediator shall be selected by agreement between the Parties, or, failing such agreement, by the person named for this purpose in the Contract Data. The costs of the mediation shall be borne equally by the Parties.
12.2.2	The mediator shall convene a hearing of the Parties and may hold separate discussions with any Party and shall assist the Parties in reaching a mutually acceptable settlement of their differences through means of reconciliation, interpretation, clarification, suggestion and advice. The Parties shall record such agreement in writing and thereafter they shall be bound by such agreement.
12.2.3	The mediator is authorised to end the mediation process whenever in his opinion further efforts at mediation would not contribute to a resolution of the dispute between the Parties.
12.2.4	If either Party is dissatisfied with the opinion expressed by the mediator or should the mediation fail, then such Party may require that the dispute be referred to arbitration or litigation in a competent civil court, as provided for in the Contract Data, within three calendar months of mediator's decision being issued or the mediator declaring the mediation to have ended, as provided for in the Contract Data. Claims not brought within the time periods set out herein will be deemed to be waived.

*Tenderer*

*Witness 1*

*Witness 2*

*Employer*

*Witness 1*

*Witness 2*

