

**ETHEKWINI MUNICIPALITY
CITY ENGINEERS UNIT
ARCHITECTURAL DEPARTMENT
ARCHITECTURAL MAINTENANCE BRANCH**

Date advertised: 03 August 2020

Fixed price quotes are invited for the following work :-

Work Order Number	Site Address	Description of work	GRADE REQUIRED	Compulsory Site Meeting		Closing Date
				Date	Time	
123456	ETA BUILDING FIRST FLOOR	ALTERATIONS ON THE VISITORS CUBICLES TO ACCOMMODATE THE CLERK OFFICE AS WELL AND PAINTING	GB	12 August 2020	09:00	18 August 2020

Notes :

- 1 Tender Documents can be obtained from the Architectural Maintenance Branch, Architectural Department, Oldfort Complex, 166 Old Fort Road , Durban
Between the hours of 07h45 and 14h30 only
- 2 **NO DOCUMENTS WILL BE HANDED OUT AFTER THE DATE & TIME OF THE SITE MEETING**
- 3 Quotations must be in a **SEALED** in an envelop and **CLEARLY MARKED** with the **WORKS ORDER NUMBER AND CLOSING DATE** and will be received at Architectural Maintenance Branch, Architectural Department, Old Fort Rd Complex , 166 Old Fort Road , Durban

For: DEPUTY HEAD : ARCHITECTURE



J.C. Edkins Pr.Architect, Pr.CPM
Deputy Head: Architecture

ETHEKWINI MUNICIPALITY
(Hereinafter referred to as the 'Municipality')

ARCHITECTURE DEPARTMENT

SPECIFICATION OF THE WORK FOR

CONTRACT: 123456 WO/AM

SITE: THE SITE IS AT: ETA BUILDING FIRST FLOOR.

SCOPE OF CONTRACT:

THE WORK CONSIST OF: ALTERATIONS ON THE VISITORS CUBICLES TO ACCOMMODATE THE CLERK OFFICE AS WELL AND PAINTING.

COMPULSORY SITE MEETING:

A **COMPULSORY** site meeting will be held for all contractors to inspect and to ascertain the amount and nature of work required prior to submitting their tender on **12 AUGUST 2020** at **09:00 AM** where the Works Controller (Buildings), **Mr Sibonelo Ngcobo** will be in attendance.

Note: Only tenders submitted by contractors who have attended the compulsory site Meeting will be considered for acceptance.

This Specification is to be read in conjunction with the Conditions of Tender and Contract for all Contracts, and the attached Occupational Health & Safety Specifications

Please note: Specifications and Conditions of Tender and Contract are available on request from Architecture Department, 166 KE Masinga Road (Old Fort) between 08:00am – 10:00am only.

FORM OF QUOTE:

Sealed Quotes addressed to the Deputy Head: Architecture, clearly dated with the closing date and marked **"Contract 123456 W/O ALTERATIONS BUILDING MAINTENANCE & UPGRADING"** must be placed in the Quote Box located at the entrance of the Architectural Maintenance Branch, Architecture Department, 166 KE Masinga Road (Old Fort), Durban (and not any other Municipal Department) **by no later than 14:30 on 18 AUGUST 2020, and must remain valid for a period of 60 days.**

- 12. SUPPLY & INSTALL NEW DOUBLE DOOR ALUMINIUM SIZE (2.1M X 1.93M) AND DROP DRYWALL PARTITION FROM THE CEILING TO THE TOP OF THE DOOR SIZE (1.93 X .09M), DOOR MUST HAVE DOOR CLOSURE AND OTHER ONE MUST BE LOCKABLE ON THE FLOOR.**
- 13. ALLOW X1 BOX OF TILES INCASE OF BREAKAGES ON FLOOR TILES AND MUST BE SIMILAR TILES.**
- 14. PAINTING THE WHOLE OFFICE AREA WALLS AND CEILING SIZE (5.6M X 3.2M) x 2 & (4.4M X 3.2M) X1 WALLS / CEILING (5.6M X 4.4M) AND VARNISH THE WINDOW CILLS**

ITEMISATION BILL OF SCOPE OF WORKS: 123456 WO/AM

<u>No</u>	<u>Description</u>	<u>no</u>	<u>Qty</u>	<u>Rate (R)</u>	<u>Amount (R)</u>		
01	Priliminary and General-insurances, etc	<u>weeks</u>	<u>2</u>				
02	Safety file	1	1				
03	Remove the aluminium partition and re-install at Architecture building first floor and remove the timber skirting on this one size (2.5m x 2.0) and skirting (2.5 x2).	<u>1</u>	1				
04	Remove x2 counter on the cubicles and x1 must be re-instated after the brickwork is done and painted.	2	2				
05	Remove x2 aluminium frame screen and re-instate x1 in same counter after briskwork is done and painted.	2	2				

	TOTAL ('Contract Sum carried to Form of Quote')				R	

CONTRACTOR TO VISIT SITE

The contractor shall visit the site and make himself thoroughly acquainted with the nature and requirements of the work so that no item may be omitted although not specifically mentioned in detail. Any further information required can, and should be obtained from the Inspector of Works (Buildings) who is available to visit the site with the Contractor.

DISCREPANCY IN DOCUMENTS

In the case of any accidental discrepancy or doubt as to the meaning or intention of any part of the document(s) connected with this contract, reference must always be made to the Manager: Architectural Maintenance for clarification. The Contractor will be held responsible for any errors that may arise from neglecting to exercise this precaution.

COMPLETION

All rubbish, builder's material, and all new and old paint spots are to be removed and the site of the works left in a neat and tidy condition. All materials and workmanship is to be of the best quality and the whole of the works is to be carried out to the entire satisfaction of the Deputy Head: Architecture or his representative.

DISPUTE ESCALATION

In the event of a contractual dispute, the contractor shall refer the matter in writing to the Senior Manager: Architectural Maintenance within 3 working days. Should the matter not be suitably addressed within 5 working days, the contractor may escalate the dispute to the Deputy Head Architecture.

In the event of the Department failing to resolve the matter within a further 5 working days, the contractor may further escalate the dispute to the Head: Engineering.

Please note that failure to follow the above escalation procedure may delay resolution of contractual disputes.

ALTERATIONS TO BID DOCUMENTS

Any alterations effected upon any of the bid documents must be clearly shown by means of a hand written/typed entry and must be signed in full by the Bidder. **No correction fluid will be permitted**

PRICING

BRIBERY AND COMMUNICATION WITH COUNCILLORS / OFFICIALS

(1) Bribery

No Bidder shall offer, promise or give to any person or persons connected with a bid or the awarding of a contract, any gratuity, bonus or discount etc, in connection with the obtaining of a contract.

(2) Communication, Councillors and Officials

(1) A Bidder shall not in any way communicate with a member of the Municipality or with any official of the Municipality on a question affecting any contract for the supply of goods or for any work, undertaking or services which is the subject of a bid during the period between the closing date for the receipt of Bids and the dispatch of the written notification of the Municipality's decision on the award on the award of the contract; provided that a Bidder shall not hereby be precluded:

TAX CLEARANCE CERTIFICATE

Bidders are to include their bid submission a valid tax clearance certificate, or obtain one prior to the evaluation of submissions, which had sufficient validity to ensure that the tender process is adequately covered.

DECLARATION OF MUNICIPAL FEES

Only those bidders whose municipal fees are fully paid or arrangements have been concluded with the Municipality to pay the said fees are eligible to bid.

DECLARATION OF INTEREST

Only those bidders whose municipal fees are fully paid or arrangements have been concluded with the Municipality to pay the said fees are eligible to bid.

MUNICIPAL FEES

All tenderers are to sign the declaration of interest wherein they declare that their municipal fees are in order, or proper arrangements have been made with the Municipality, and include the relevant account numbers in the declaration. Failure to include account numbers or sign will invalidate the tender. The completion of the declaration is also applicable to tenderers outside of the eThekweni Municipal Area.

EVALUATION

The 80/20 Targeted Procurement Formula is used to adjudicate the points being awarded on the basis of:-

- The tendered price.
- BBBEE Status Level of Contribution.

OCCUPATIONAL HEALTH AND SAFETY SPECIFICATIONS: MICRO CONTRACTS

1. Scope

This specification includes health and safety elements in terms of the Occupational Health and Safety Act 85 of 1993 and to satisfy the requirements of the Construction Regulation, which will be applicable to the Principal Contractor for the safe execution of work during the project.

2. Purpose

The purpose of this specification is to ensure that the Principal Contractor prices for, provides and maintains, as far as reasonably a safe working environment for all employees and the public at large during the construction work.

3. Before commencing any work, the contractor shall provide the following items, failure to do so will render his tender liable for disqualification: -

- a) All employees are to have personal protective equipment, safety boots and overalls
- b) A current Letter of Good standing with C.O.I.D A registration
- c) Contractor shall provide a fully equipped first aid box for his employees
- d) A 37.2 agreement shall be signed between eThekweni Municipality and the contractor
- e) Contractor shall provide all the proper tools for the job
- f) The records of his/her employees on job induction shall be provided
- g) Matters that are to be discussed should include at least the following as minimum where applicable:-

Hazardous condition
Hazardous material/substances
Housekeeping/site cleaning, safe stacking of materials
Liquor and drugs on site
Hazardous environment
Demolition work
Working at height
Working in and around deep excavation
Hazardous tools
Angle grinders, electrical hand tools
Circular saws

4. On the job safety rules and procedures

4.1. Excavations

- a) Shoring to be provided for excavation below 1m deep
- b) Competent person to supervise excavation work
- c) Excavations to be barricaded to the approval of the I.O.W. (Buildings)
- d) Excavations to be inspected daily by contractor

4.2. Working at height

- a) Employees working at height shall be provided with a full body harness, unless working from a safe platform.
- b) Employees working at height shall be provided with hard hats
- c) Employees working at height to undergo medical assessment
- d) Area to be properly barricaded to protect employees and public from falling objects

4.3. Scaffolding

- a) Only competent person to supervise the erection and dismantling of scaffolding
- b) Employees to be provided with full body harnesses
- c) Safe to use symbolic sign to be displayed on scaffolding
- d) Area to be properly barricaded
- e) Inspection register to be provided

4.4. Ladders

- a) More than 1m high to be held by a person
- b) Anti-slid device to be provided at the bottom of every ladder
- c) Ladder inspection register to be provided

**CONTRACTOR ACKNOWLEDGEMENT OF RESPONSIBILITY IN TERMS OF THE
OCCUPATIONAL HEALTH AND SAFETY ACT**

Written agreement between eThekweni Municipality (the "employer")

And

..... (The "mandatory")

As provided for in terms of Section 37 (2) of the Occupational Health and Safety Act No. 85 of 1993 as amended by Act 181 of 1993.

I hereby declare that I am authorized to represent the "mandatory" and acknowledgement that the "mandatory" is an employer in its own right with all duties and responsibilities as prescribed in the Occupational Health and Safety Act no. 85 of 1993.

I agree to ensure that all work performed or machinery and plant used by the "mandatory" on any eThekweni Municipality premises shall be in accordance with the provisions of the said Act.

Furthermore, I agree the "mandatory" shall comply with all eThekweni Municipality site rules and safety, health and environmental requirements as may be communicated or stipulated by eThekweni Municipality prior to and during the course of any Contract awarded to the "mandatory" by eThekweni Municipality.

Furthermore, I undertake to ensure that eThekweni Municipality is timorously informed should the "mandatory", for whatever reason, be unable to perform in terms of this agreement.

This agreement is valid from.to the completion of the associated construction work.

Signed at on this..... Day of 201....

On behalf of the "mandatory" (print)

(sign)

On behalf of the "employer" (print)

(sign)

ARCHITECTURE DEPARTMENT
SCHEDULE OF RETURNABLE DOCUMENTS IN RESPECT OF

123456 WO/AM

The following SUPPORTING documents must be attached to the QUOTE DOCUMENT

DOCUMENT	EXPIRY DATE NOT TO BE BEFORE	*REQUIRED	DOCUMENT'S ATTACHED (YES/NO)
1. Tax Clearance Certificate The following is an abstract from the Preferential Procurement Regulations 2001 promulgated with the Preferential Policy Framework Act No 5 of 2000: <i>"Tax Clearance Certificate</i> 16. <i>No contract may be awarded to a person who has failed to submit an original Tax Clearance Certificate from the South African Revenue Service ("SARS") certifying the taxes of that person to be in order or that suitable arrangements have been made with SARS."</i> NOTE: Failure to submit an original and valid Tax Clearance Certificate, or certified copy thereof, will invalidate the response	Not less than three months from closing date of quote	YES	
2. Letter of Good Standing NOTE: Failure to submit an original and valid Letter of Good Standing, or certified copy thereof, will invalidate the response	Not less than three months from closing date of quote	YES	
3. Declaration of Municipal Fees		YES	
4. Declaration of Interest		YES	

DECLARATION OF MUNICIPAL FEES

I/We do hereby declare that Municipal fees of _____

_____ (Company name)
 are, as at the date of the response closing, fully paid up, or arrangements have been concluded with the Municipality to pay the said fees:

ACCOUNT	ACCOUNT NUMBER
ELECTRICITY	
WATER	
RATES	
JSB LEVIES	
OTHER	

I acknowledge that should it be found that the Municipal fees are not up to date, the Council may take such remedial action as is required, including termination of contract, and any income due to the Contractor shall be utilised to offset any monies due to the Council.

Name: Signature:

Capacity: Date:

NAME OF BIDDER: _____

TAX CLEARANCE CERTIFICATE REQUIREMENTS

It is a condition of bid that the taxes of the successful bidder must be in order, or that satisfactory arrangements have been made with South African Revenue Service (SARS) to meet the bidder's tax obligations.

- 1 In order to meet this requirement bidders are required to complete in full the attached form TCC 001 "Application for a Tax Clearance Certificate" and submit it to any SARS branch office nationally. The Tax Clearance Certificate Requirements are also applicable to foreign bidders / individuals who wish to submit bids.
- 2 SARS will then furnish the bidder with a Tax Clearance Certificate that will be valid for a period of 1 (one) year from the date of approval.
- 3 The original Tax Clearance Certificate must be submitted together with the bid. Failure to submit the original and valid Tax Clearance Certificate will result in the invalidation of the bid. Certified copies of the Tax Clearance Certificate will not be acceptable.
- 4 In bids where Consortia / Joint Ventures / Sub-contractors are involved, each party must submit a separate Tax Clearance Certificate.
- 5 Copies of the TCC 001 "Application for a Tax Clearance Certificate" form are available from any SARS branch office nationally or on the website www.sars.gov.za.
- 6 Applications for the Tax Clearance Certificates may also be made via eFiling. In order to use this provision, taxpayers will need to register with SARS as eFilers through the website www.sars.gov.za.

NOTE: [ORIGINAL TAX CLEARANCE CERTIFICATE OBTAINED FROM SARS TO BE INSERTED HERE]

- 2.6 **“comparative price”** means the price after the factors of a non-firm price and all unconditional discounts that can be utilized have been taken into consideration;
- 2.7 **“consortium or joint venture”** means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract;
- 2.8 **“contract”** means the agreement that results from the acceptance of a bid by an organ of state;
- 2.9 **“EME”** means any enterprise with an annual total revenue of R5 million or less.
- 2.10 **“Firm price”** means the price that is only subject to adjustments in accordance with the actual increase or decrease resulting from the change, imposition, or abolition of customs or excise duty and any other duty, levy, or tax, which, in terms of the law or regulation, is binding on the contractor and demonstrably has an influence on the price of any supplies, or the rendering costs of any service, for the execution of the contract;
- 2.11 **“functionality”** means the measurement according to predetermined norms, as set out in the bid documents, of a service or commodity that is designed to be practical and useful, working or operating, taking into account, among other factors, the quality, reliability, viability and durability of a service and the technical capacity and ability of a bidder;
- 2.12 **“non-firm prices”** means all prices other than “firm” prices;
- 2.13 **“person”** includes a juristic person;
- 2.14 **“rand value”** means the total estimated value of a contract in South African currency, calculated at the time of bid invitations, and includes all applicable taxes and excise duties;
- 2.15 **“sub-contract”** means the primary contractor’s assigning, leasing, making out work to, or employing, another person to support such primary contractor in the execution of part of a project in terms of the contract;
- 2.16 **“total revenue”** bears the same meaning assigned to this expression in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act and promulgated in the *Government Gazette* on 9 February 2007;
- 2.17 **“trust”** means the arrangement through which the property of one person is made over or bequeathed to a trustee to administer such property for the benefit of another person; and
- 2.18 **“trustee”** means any person, including the founder of a trust, to whom property is bequeathed in order for such property to be administered for the benefit of another person.

3. ADJUDICATION USING A POINT SYSTEM

- 3.1 The intention is to award the contract to the bidder obtaining the highest number of total points.
- 3.2 Preference points shall be calculated after prices have been brought to a comparative basis taking into account all factors of non-firm prices and all unconditional discounts;.
- 3.3 Points scored must be rounded off to the nearest 2 decimal places.
- 3.4 In the event that two or more bids have scored equal total points, the successful bid must be the one scoring the highest number of preference points for B-BBEE.
- 3.5 However, when functionality is part of the evaluation process and two or more bids have scored equal points including equal preference points for B-BBEE, the successful bid must be the one scoring the highest score for functionality.
- 3.6 Should two or more bids be equal in all respects, the award shall be decided by the drawing of lots.

- 5.6 Tertiary institutions and public entities will be required to submit their B-BBEE status level certificates in terms of the specialized scorecard contained in the B-BBEE Codes of Good Practice.
- 5.7 A person will not be awarded points for B-BBEE status level if it is indicated in the bid documents that such a bidder intends sub-contracting more than 25% of the value of the contract to any other enterprise that does not qualify for at least the points that such a bidder qualifies for, unless the intended subcontractor is an EME that has the capability and ability to execute the sub-contract.
- 5.8 A person awarded a contract may not sub-contract more than 25% of the value of the contract to any other enterprise that does not have an equal or higher B-BBEE status level than the person concerned, unless the contract is sub-contracted to an EME that has the capability and ability to execute the sub-contract.

6. BID DECLARATION

6.1 Bidders who claim points in respect of B-BBEE Status Level of Contribution must complete the following:

7. B-BBEE STATUS LEVEL OF CONTRIBUTION CLAIMED IN TERMS OF PARAGRAPHS 1.3.1.2 AND 5.1

7.1 B-BBEE Status Level of Contribution: = (Maximum of 20 points)

(Points claimed in respect of paragraph 7.1 must be in accordance with the table reflected in paragraph 5.1 and must be substantiated by means of a B-BBEE certificate issued by a Verification Agency accredited by SANAS or a Registered Auditor approved by IRBA or an Accounting Officer as contemplated in the CCA).

8 SUB-CONTRACTING

8.1 Will any portion of the contract be sub-contracted? YES / NO (delete which is not applicable)

8.1.1 If yes, indicate:

- (i) what percentage of the contract will be subcontracted? %
- (ii) the name of the sub-contractor?
- (iii) the B-BBEE status level of the sub-contractor?
- (iv) whether the sub-contractor is an EME? YES / NO (delete which is not applicable)

9 DECLARATION WITH REGARD TO COMPANY/FIRM

9.1 Name of firm:

9.2 VAT registration number:

9.3 Company registration number

9.4 TYPE OF COMPANY/ FIRM
Partnership/Joint Venture / Consortium
One person business/sole propriety
Close corporation
Company
(Pty) Limited
[TICK APPLICABLE BOX]

9.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

.....
.....
.....
.....
.....

WITNESSES:

.....

1.

2.

DATE:

ADDRESS:

.....

.....

.....

CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid:

(Bid Number and Description)

in response to the invitation for the bid made by:

(Name of Municipality / Municipal Entity)

do hereby make the following statements that I certify to be true and complete in every respect:

I certify, on behalf of: _____ that:

(Name of Bidder)

1. I have read and I understand the contents of this Certificate;
2. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect;
3. I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder;
4. Each person whose signature appears on the accompanying bid has been authorized by the bidder to determine the terms of, and to sign, the bid, on behalf of the bidder;
5. For the purposes of this Certificate and the accompanying bid, I understand that the word "competitor" shall include any individual or organization, other than the bidder, whether or not affiliated with the bidder, who:
 - (a) has been requested to submit a bid in response to this bid invitation;
 - (b) could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and
 - (c) provides the same goods and services as the bidder and/or is in the same line of business as the bidder
6. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However communication between partners in a joint venture or consortium³ will not be construed as collusive bidding.
7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
 - (a) prices;
 - (b) geographical area where product or service will be rendered (market allocation)
 - (c) methods, factors or formulas used to calculate prices;
 - (d) the intention or decision to submit or not to submit, a bid;
 - (e) the submission of a bid which does not meet the specifications and conditions of the bid; or
 - (f) bidding with the intention not to win the bid.

NOTE: This form to be completed and attached to Tender or Quotation Form by Tenderer.

ETHEKWINI MUNICIPALITY
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ARCHITECTURE DEPARTMENT

STANDARD FORM OF GUARANTEE FOR

PAINTS AND ALLIED PRODUCTS

CONTRACT 123456 WO / AM

I/We hereby guarantee the materials and workmanship used in the above contract against peeling, flaking and blistering for a period of 12 months from the date of completion of work

Paints and allied products to be used on this contract will be manufactured by:

PAINT MANUFACTURER: _____

SIGNATURE: _____

NAME IN BLOCK LETTERS: _____

NAME OF FIRM IN BLOCK LETTERS: _____

ADDRESS: _____

DATE: _____

TELEPHONE NUMBER: _____ FAX NO: _____

NOTE: This form to be completed and attached to Tender or Quotation Form by Tenderer.

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ARCHITECTURE DEPARTMENT

STANDARD FORM OF GUARANTEE FOR

RENEWAL OF PVC TILES AND SKIRTINGS

CONTRACT 123456 WO / AM

We hereby GUARANTEE our work for the floor covering for a period of ONE YEAR from date of completion of this Contract. Should any defects (warping, buckling, creeping, etc.) arise during the period of guarantee, which are proved to be due to our workmanship or materials, these will be made good free of charge to the Municipality.

SIGNATURE: _____

NAME IN BLOCK LETTERS: _____

NAME OF FIRM IN BLOCK LETTERS: _____

ADDRESS: _____

DATE: _____

TELEPHONE NUMBER: _____ FAX NO: _____

NOTE: This form to be completed and attached to Tender or Quotation Form by Tenderer.

ETHEKWINI MUNICIPALITY

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ARCHITECTURE DEPARTMENT

STANDARD FORM OF GUARANTEE FOR

I/We hereby guarantee the floor covering for a period of one year from date of completion of this Contract. Should any defects (warping, buckling, creeping, etc.) arise during the period of guarantee which are proved to be due to our workmanship or materials, these will be made good free of charge to the Municipality.

SIGNATURE: _____

NAME IN BLOCK LETTERS: _____

NAME OF FIRM IN BLOCK LETTERS: _____

ADDRESS: _____

DATE: _____

TELEPHONE NUMBER: _____ FAX NO: _____