



ETHEKWINI MUNICIPALITY

ECONOMIC DEVELOPMENT AND PLANNING

DEVELOPMENT PLANNING ENVIRONMENTAL AND MANAGEMENT UNIT

DEVELOPMENT MANAGEMENT DEPARTMENT

PQ 7N-35985

**APPOINTMENT OF SERVICE PROVIDER TO REMOVE SIGNS AND SIGNAGE STRUCTURES ERECTED ALONG
THE M41**

**A compulsory site inspection will take place on Monday 04th December 2017 at 11h00 along Ann Abor
Road/Ypsilanti Roads in Virginia (Promenade)**

This quotation must be placed in the tender box located in the reception area, Corporate Procurement (Materials Management) Archie Gumede Place, (formerly Old Fort Place) on 06th December 2017, before 11h00.

Enquiries: Daniels Pentasaib

Telephone: 031 311 7975

Copies of this document for completion purposes may be requested from:

Thah Zuma

Add: Room 101, Executive office First Floor, City Engineer's Building, 166 K. E. Masinga Rd, Durban,

Tel: 031 – 311 7881 or 7884

E-mail address: thah.zuma@durban.gov.za

Company Name: _____

Company Representative: _____

Address: _____

Telephone Nos.: _____

Fax No: _____

Email Address: _____



QUOTATION FORM
PQ: 7N-35985

APPOINTMENT OF SERVICE PROVIDER TO REMOVE SIGNS AND SIGNAGE STRUCTURES ERECTED ALONG THE M41

I / we the undersigned hereby offer to carry out the above-mentioned work and to supply all the requisite documentation and information of the best description, according to the contract document and specification as follows:-

Registered V.A.T. Vendor

Total price to Provide services (exclusive of VAT) R_____

V.A.T.(%) R

Total Price inclusive of VAT

R_____

Amount in words: _____

I / we agree to complete the whole of the work in every respect to the satisfaction of the Head: DPEM (or duly assigned representative) within the period as specified in the official order requesting the work to be carried out.

Signature: _____ Name: _____

Name of firm in block letters: _____

Address: _____

V.A.T. Reg.No: _____

Date: _____

Telephone No.: _____

CONDITIONS OF QUOTATION AND CONTRACT

1 QUOTATIONS

Quotations are required for the whole of the work as per the documents. Quotations must hold good for a period of 6 weeks from the date of tender closing. Withdrawal during this period may only be authorized by the Deputy Head: SCM.

This Quotation will be adjudicated in terms of the "Targeted Procurement Policy - July 2003" for contracts under R 500,000.00. The Tenderers attention is drawn to the "Code of Conduct Applicable to the Procurement of Goods, Services, Engineering and Construction Works" and the "Participation and Conditions Pertaining to Targeted Procurement" included in the quotation documentation.

Note : The lowest or any quotation will not necessarily be accepted.

.2 ELIGIBILITY

A Tenderer will not be eligible to submit a tender if :

- (a) the Tenderer submitting the tender is under restrictions or has principals who are under restriction to participate in the Employer's procurement due to corrupt or fraudulent practices;
- (b) the Tenderer does not have the legal capacity to enter into the contract;
- (c) the Tenderer submitting the tender is insolvent, in receivership, bankrupt or being wound up, has his affairs administered by a court or a judicial officer, has suspended his business activities, or is subject to legal proceedings in respect of the foregoing;
- (d) the Tenderer does not comply with the legal requirements stated in the Employer's procurement policy;
- (e) the Tenderer cannot demonstrate that he possesses the necessary professional and technical qualifications and competent, financial resources, equipment and other physical facilities, managerial capability, personnel, experience and reputation to perform the contract;
- (f) the Tenderer cannot provide proof that he is in good standing with respect to duties, taxes, levies and contributions required in terms of legislation applicable to the work in the contract;

3 TENDERERS' CONDITIONS OF CONTRACT

Every Tenderer shall be deemed to have waived, renounced and abandoned any condition printed or written upon any stationery used by him for the purpose of, or in connection with, the submission of his tender which is in conflict with the letter of this contract.

4 **QUOTATION FORMS**

Quotations will be liable to rejection unless submitted on the attached Quotation Form, and Schedule of Rates where applicable, all of which must be duly completed, signed, and delivered by the date and time, to the location, as stated on the Quotation Form. Failure to complete and return Annexures and the Schedule of Rates with the Quotation Form will be considered a material divergence from the Conditions of Quotation and may render the tender invalid.

5 **COMPLETION OF QUOTATION**

The Tenderer is to complete each item in the Schedule of Rates with a rate and the multiplied amount. The sum of the totaled amounts is to be carried to the Quotation Form. Pencil or erasable ink is not to be used. No erasure, or any scratching out, relating to the completion of the Quotation Form shall be made. Any corrections or alterations shall be made by ruling out incorrect words or figures and inserting the correct words or figures above, with the Tenderer's initials affixed thereto. Failure to comply with these conditions will invalidate the Quotation.

The Total Tender Sum, as per the Quotation Form, shall be deemed to be correct. The Employer shall check the Tender Offers for arithmetical errors, correcting them in the following manner:

- (a) Where there is a discrepancy between the amounts in figures and in words, the amount in words shall govern.
- (b) If a Schedule of Rates applies and there is an error in the line item total resulting from the product of the unit rate and the quantity, the line item total shall govern and the rate shall be corrected. Where there is an obviously gross misplacement of the decimal point in the unit rate, the line item total as quoted shall govern, and the unit rate shall be corrected.
- (c) Where there is an error in the total of the prices, either as a result of other corrections required by this checking process or in the Tenderer's addition of prices, the total of the prices shall govern and the Tenderer will be asked to revise selected item prices (and their rates if a Schedule of Rates applies) to achieve the tendered total of the prices.

6. **VALIDITY OF DECLARATION AFFIDAVITS FOR TARGETED ENTERPRISES**

Should a Tenderer claim HDI status, whether incorrectly and/or fraudulently on any tender, such Tenderer shall immediately be disqualified from tendering. Should a tender be found to be fraudulent, the Tenderer shall be disqualified from all future tenders for a minimum period of 24 months, or as otherwise decided by the eThekweni Municipality. Where the Contractor was awarded tender adjudication points in respect of enterprise parameters and the information given in the Tender Declaration Affidavit is found to be false, the Contractor shall pay the Employer penalties in an amount equal to one and half times (1,5) the number of points claimed and awarded under false pretenses, expressed as a percentage of the contract amount exclusive of VAT, all allowances for contingencies, provisional sums and escalation, at the time of the award of the

Contract. In addition the Tenderer will be liable to prosecution and disqualification from future eThekweni Municipality tenders.

It is primarily the responsibility of the Tenderer to understand the relevant criteria, definitions and interpretations that are necessary to comply in claiming such status. It is the responsibility of the Tenderer to notify the Procurement Department of any changes, i.e., ownership, SMME status, location, etc., which are necessary to comply in claiming HDI status. It should be noted that the final decision to accredit any business for preference point award rests with the Procurement Department.

7. DISCREPANCY IN DOCUMENTS

In the case of any accidental discrepancy or doubt as to the meaning or intention of any part of the drawing(s) (if any) and document(s) connected with this Quotation, reference must always be made to the Head: DPEM or duly authorized representative for explanation and the Tenderer will be held responsible for any errors that may arise from neglect of this precaution.

8. COMPENSATION FOR OCCUPATIONAL INJURIES AND DISEASES ACT

Only quotations from Tenderers who have submitted to the Head: DPEM written proof that they are covered under the Compensation for Occupational Injuries and Diseases Act will be considered under this contract.

Such proof to be in the form of:

- (1) a copy of their latest assessment which is to bear the receipt printed figures; or
- (2) a letter of good standing from
 - a) the Department of Labour Compensation for Occupational Injuries and Diseases Section); or
 - b) the Federated Employers' Mutual Assurance Company Limited.

9 ABILITY TO PERFORM

Tenderers shall satisfy the Head: DPEM of their ability to perform the works covered by the Contract within the time and shall furnish details on Annexure A of similar contracts which they have satisfactorily executed in the past.

10 VALUE ADDED TAX (VAT)

Tenderers shall indicate on the Quotation Form whether or not they are registered VAT vendors and, if so, they shall indicate their VAT Registration Number.

Registered VAT Vendor:: All rates and totals in the Schedule of Rates shall be **exclusive** of VAT.

Non-Registered VAT Vendors : All rates and totals in the Schedule of Rates shall be **inclusive** of VAT.

The Tenderer is to note that VAT is itemized separately on the Quotation Form and must be included in the Total Tender Price if the Contractor is a registered vendor.

11 **COMMENCEMENT OF WORK AND TIME FOR COMPLETION**

Unless otherwise required the Tenderer should be prepared to commence work within one week of submitting a quotation. The work shall be completed within the time specified on the Quotation Form or unless directed otherwise by the Head: DPEM or duly authorized representative.

12 **COMPETENT EMPLOYEES**

The Tenderer shall employ on the site, for the execution of the works, only such persons as are careful, competent and efficient in their specific trades and callings.

13 **SUBCONTRACTING OF CONTRACT**

The following will apply:

- (1) The Tenderer shall not subcontract the whole of the Contract.
- (2) Except where otherwise provided by the Contract, the Tenderer shall not subcontract any part of the Contract without the prior written consent of the Head: DPEM, or the authorised Representative, which consent shall not be unreasonably withheld.
- (3) The Head: DPEM's consent in respect of a particular Subcontractor may be withdrawn at any time on reasonable grounds being given in writing to the Tenderer by the Head: DPEM, in which event the Tenderer shall forthwith terminate the employment of that Subcontractor.

- (4) Any such consent shall not relieve the Tenderer from any liability or obligation under the Contract and he/she shall be liable for acts, defaults and neglects of any Subcontractor, his agents or employees as fully as if they were the acts, defaults or neglects of the Contractor, his agents or employees.

WORKING HOURS

The Tenderer's attention is drawn to factors which may affect the programming and method of carrying out the works.

The Hours of Work are as follows:

- 1) Monday to Friday: 06h00 to 18h00,
- 2) Saturday: 06h00 to 17h00, and
- 3) No work during Sundays and/or Public Holidays

REPORTING OF ACCIDENTS

The **Tenderer shall, as soon as practicable, report to the Head: DPEM (or duly assigned representative)** every occurrence on the works or the site causing damage to property or injury or death to persons.

PAYMENT

The Head: DPEM has the sole discretion to determine whether or not an interim payment should be made.

On completion of the work to the entire satisfaction of the Head: DPEM or his representative and on receipt of an invoice from the Tenderer, addressed to the Head: DPEM, the full contract amount, or balance owing in the case of an interim payment, will be paid.

NOTE:-

- (1) the invoice is to include the heading and the number of the Service Order;
- (2) is to be made payable to the firm or individual whose name appears on the Quotation Form;
- (3) is to contain the Tenderer's name, address, VAT registration number; and
- (4) a statement that the amount includes VAT, and the rate at which VAT is charged.
- (5) the invoice shall include the eThekweni Municipality's VAT registration number which is 4 880 193 505.

ACCEPTANCE OF UNDERTAKING IN TERMS OF THE OCCUPATIONAL HEALTH AND SAFETY ACT (ACT 85 OF 1993)

- (1) The Tenderer undertakes to comply with the requirements of the Occupational Health and Safety Act, Act No. 85 of 1993, the regulations promulgated there under and any reasonable, lawful direction of the eThekweni Municipality there under.
- (2) The eThekweni Municipality shall at all times have the right to summarily suspend the performance of the Tenderer hereunder pending compliance by the Tenderer with any requirement, regulation and/or direction referred to in (1) hereof.

- (3) The eThekweni Municipality shall be entitled to set-off against any amount owed by the eThekweni Municipality to the Tenderer here under any loss or damage suffered by it as a result of the suspension of the Tenderer's performance in the circumstances envisaged under (2) hereof.
- (4) This undertaking shall constitute the written agreement between the parties as required in terms of section 37(2) of the Act referred to in (1) hereof.
- (5) The Tenderer's attention is drawn to the requirements of the Construction Regulations promulgated in July 2003 and any subsequent amendments. As stipulated, this Department's Health and Safety Specification forms part of the tender document and is available on request.

TERMINATION OF CONTRACT

If, in the opinion of the Head: DPEM, the Tenderer:

- (1) is not executing the contract in accordance with the true intent and meaning thereof;
- (2) is refusing or delaying to execute the contract; or
- (3) is not carrying out the contract at such rate of progress as to ensure completion within the period specified;

or in the event of any other failure or default by the Tenderer, the Head: DPEM may give notice in writing to the Tenderer to make good the failure or default. Should the Tenderer fail to comply with the notice within the period specified therein, then and in such case the Head: DPEM shall, without prejudice to any of the eThekweni Municipality's rights under the Contract, be at liberty forthwith to perform such service as the Tenderer may have neglected to do, or to take the contract, wholly or in part, out of the Tenderer's hands and order from, or contract with, any other person. The Tenderer shall be responsible for any loss the Municipality *may* sustain by reason of the action taken in terms of this clause.

TENDERER'S RESPONSIBILITIES

Tenderer's Responsibilities:- The Tenderer shall ensure that special instructions are given to the workmen to take care of all property encountered within the premises and to take responsibility for the loss or damage of any property if any, arising from the execution of this contract and must indemnify the eThekweni Municipality against any claim arising there from.

Act and Regulations:- The whole of the work embraced in this contract must be carried out in accordance with all requirements of the law, including all regulations and Bylaws which may be applicable.

SPECIAL CONDITIONS OF QUOTATION AND CONTRACT

The Tenderer undertakes to comply with the requirements of the Occupational Health and Safety Act, Act No. 85 of 1983, the regulations promulgated there-under and any reasonable and lawful direction of the Council there-under.

The Council shall at all times have the right to summarily suspend the performance of Tenderer hereunder pending compliance by the Tenderer with any requirement, regulation and/or direction referred to in 1. hereof.

The Council shall be entitled to set-off against any amount owed by the Council to hereunder any loss or damage suffered by it as a result of the suspension of performance in the circumstances envisaged under 2. hereof.

This clause shall constitute the written agreement between the parties as required in terms of section 37(2) of the Act referred to in 1. hereof

Name of Firm/Company name

Signature

Name (in block letters)

Date