



ETHEKWINI MUNICIPALITY
PARKS RECREATION AND CULTURE
EXECUTIVE OFFICE
QUOTATION CONTRACT

**CALL FOR SERVICE PROVIDERS: TO
APPOINT A SERVICE PROVIDER FOR:
VENUE HIRE (UMNINI)**

ENQUIRY: 7P-105

Tenders close on Wednesday 26 September 2018 at 11H00. QUOTATIONS ARE TO BE DEPOSITED INTO THE TENDER BOX AT THE MATERIALS MANAGEMENT OFFICES BEHIND THE ENGINEERS' UNIT OFF OLD FORT PLACE

Executive Office
Ground Floor
Loram House
Durban

4001

Tender documents can be picked up at Old Fort at 11:00am from the 19 September 2018

FOR OFFICIAL USE ONLY

Tenderer Name :		CIDB Registered - Y N	
		VAT Registered - Y N	
	Price (excl)	VAT	Price (incl)
Submitted			
Corrected			

DOCUMENTS PERTAINING TO THIS QUOTATION

A) **This Quotation Document**

- 1) Quotation Form Page 2
- 2) Annexure A : Schedule of Previous Work Page 3
- 3) Annexure B : Compulsory Attendance Form..... Page 4
- 4) Annexure C : Declaration of Municipal fees Page 5
- 5) Annexure D : Declaration of Interest Page 6
- 6) Annexure E : Supplier Database Accreditation Application forms Page 7

- 7) Conditions of Quotation and ContractPage10
- 8) Project Scope and Deliverables Page 15

NB Documents marked with a are to be completed by the tenderer.

B) **Other Documentation Pertaining to this Quotation: Available on Request**

- 1) Application for Registration on the eThekweni Municipality Procurement Directory (Supplier / Contractor / Service Provider)Materials Management Branch
- 2) Application for Targeted Enterprise Status.....Materials Management Branch
- 3) Targeted Procurement Policy (July 2003)Materials Management Branch
- 4) Code of ConductMaterials Management Branch
- 5) Participation and Conditions Pertaining to Targeted ProcurementMaterials Management Branch

Loram House Durban 4001'

OFFICIAL TENDER FORM

In response to your Enquiry **7P-105** dated 19 September 2018....I/we hereby offer to supply the services detailed hereunder in accordance with the Technical Specification, and subject to the Council's General Conditions of Contract and Special Conditions of Contract which accompanied your Enquiry (with which I/we acknowledge myself/ourselves to be fully acquainted) at price/s stated in the appropriate column below: -

Price Excluding Vat	Vat	Price Including Vat	Total Price – Excluding VAT	Total Price – Including VAT
R:.....	R:.....	R:.....	R:.....	R:.....

Tenderer's Value Added Tax Registration Number	
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I/We hereby agree that this tender will hold good and remain open for acceptance until 16:00 on the sixteenth week following the Friday on which the tenders are opened.

I/We hereby agree that this tender, together with the Council's Letter of Acceptance thereof, will constitute a binding contract which will take effect from the business day following the date of dispatch of the letter of acceptance.

NAME AND ADDRESS OF FIRM:

.....
.....

SIGNATURE

.....

.....
NAME OF SIGNATORY (in block letters)

TELEPHONE NUMBER:

FAX NUMBER :

.....
CAPACITY OF SIGNATORY

DATE:.....

Tenders close on Wednesday 26 September 2018 at 11H00. QUOTATIONS ARE TO BE DEPOSITED INTO THE TENDER BOX AT THE MATERIALS MANAGEMENT OFFICES BEHIND THE ENGINEERS' UNIT OFF OLD FORT PLACE BY 11H00

ANNEXURE A - SCHEDULE OF PREVIOUS WORK

(Satisfactorily carried out by the Tendering Firm as described in the Quotation Form)

Tenderers shall insert in the spaces provided below and submit with the following statement listing work of a similar nature to that required in this contract, which they have successfully carried out. Failure to complete this statement may prejudice the award of the tender.

For Whom Done and Contact Name	Nature of Work	Value of Work	Year Completed

Name of Firm :

(Block Capitals)

Tenderer Name : Signature :

(Block Capitals)

Date :

ANNEXURE B - ATTENDANCE OF COMPULSORY BRIEFING SESSION

It is hereby certified that a representative of:

..... (Firms Name in capitals)

Picked up the tender document at Parks, Recreation and Culture, Cemeteries Department. Loram House

<p>_____</p> <p>Amanda Bani IDP/Stakeholder Manager Parks, Recreation and Culture Executive Office</p>	<p>Date:</p>
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Please note that failure to attend the compulsory briefing session or failure to have Annexure B - Attendance of Compulsory Briefing Session signed by the Manager, PRC Executive department, or his/her representative, will make the Tenderer ineligible to submit a tender.

ANNEXURE C - DECLARATION OF MUNICIPAL FEES

I / We do hereby declare that the Municipal fees of the company,
Are, as at the date of the tender closing, fully paid up, or arrangements have been concluded with
the Municipality to pay the said fees:

<u>Account</u>	<u>Account Number</u>
Electricity	* _____
Water	* _____
Rates	* _____
JSB Levies	* _____
* _____	* _____

*: to be completed by Tenderer.

I / We acknowledge that should it be found that 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: (Block Capitals)

SIGNATURE: DATE:
(Of person authorized to sign on behalf of the Tenderer)

ANNEXURE D – DECLARATION OF INTEREST

1. Any legal person, including persons employed by the principal, or person having a relationship with persons employed by the principal, including blood relationship, may make an offer or offers in terms of this invitation to bid. In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons employed by the principal, or to persons connected with or related to them, it is required that the bidder or his/her authorised representative declare his/her position in relation to the evaluating/adjudicating authority and/or take an oath declaring his/her interest, where -

- The bidder is employed by the principal; and/or
- the legal person on whose behalf the bidding document is signed, has a relationship with persons / a person who are/is involved in the evaluation and or adjudication of the bid(s), or where it is known that such a relationship exists between the person or persons for or on whose behalf the declarant acts and persons who are involved with the evaluation and or adjudication of the bid.

2. In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.

2.1 Are you or any person connected with the bidder, employed by the principal?..... (Yes / No)

2.1.1 If so, state particulars
.....
.....

2.2 Do you, or any person connected with the bidder, have any relationship (Yes / No) (Family, friend, other) with a person employed by the principal and who may be involved with the evaluation and or adjudication of this bid?

2.2.1 If so, state particulars
.....
.....

2.3 Are you, or any person connected with the bidder, aware of any relationship (family, friend, other) between the bidder and any person employed by the principal who may be involved with the evaluation and or adjudication of this bid?

2.3.1 If so, state particulars
.....
.....

I, THE UNDERSIGNED(NAME)
CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPHS 2.1 TO 2.3.1 ABOVE IS CORRECT. I ACCEPT THAT THE PRINCIPAL MAY ACT AGAINST ME SHOULD THIS DECLARATION PROVE TO BE FALSE.

SIGNATURE: DATE:
(Of person authorized to sign on behalf of the Tenderer)

COMPULSORY ENTERPRISE QUESTIONNAIRE

The following particulars must be furnished. In the case of a joint venture, separate enterprise questionnaires in respect of each partner must be completed and submitted.

Section 1: Name of enterprise:

Section 2: VAT registration number, if any

Section 3: CIDB registration number, if any:

Section 4: Particulars of sole proprietors and partners in partnerships

Name*	Identity number*	Personal income tax number*

(*) Complete only if company has a sole proprietor or comprises of a partnership. Attach separate page if there are more than 3 partners

Section 5: Particulars of companies and close corporations

Company registration number:

Close corporation number:

Tax reference number:

Section 6: Record in the service of the state

Indicate by marking the relevant boxes with a cross, if any sole proprietor, partner in a partnership or director, manager, principal shareholder or stakeholder in a company or close corporation is currently or has been within the last 12 months in the service of any of the following:

- | | |
|--|---|
| <input type="checkbox"/> a member of any municipal council | <input type="checkbox"/> an employee of any provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act 1 of 1999) |
| <input type="checkbox"/> a member of any provincial legislature | <input type="checkbox"/> a member of an accounting authority of any national or provincial public entity |
| <input type="checkbox"/> a member of the National Assembly or the National Council of Province | <input type="checkbox"/> an employee of Parliament or a provincial legislature |
| <input type="checkbox"/> a member of the board of directors of any municipal entity | |
| <input type="checkbox"/> an official of any municipality or municipal entity | |

If any of the above boxes are marked, disclose the following:

Name of sole proprietor, partner, director, manager, principal shareholder or stakeholder	Name of institution, public office, board or organ of state and position held	Status of service (tick appropriate column)	
		Current	Within last 12 months

*insert separate page if necessary

Section 7: Record of spouses, children and parents in the service of the state

Indicate by marking the relevant boxes with a cross, if any spouse, child or parent of a sole proprietor, partner in a partnership or director, manager, principal shareholder or stakeholder in a company or close corporation is currently or has been within the last 12 months been in the service of any of the following:

- | | |
|--|---|
| <input type="checkbox"/> a member of any municipal council | <input type="checkbox"/> an employee of any provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act 1 of 1999) |
| <input type="checkbox"/> a member of any provincial legislature | <input type="checkbox"/> a member of an accounting authority of any national or provincial public entity |
| <input type="checkbox"/> a member of the National Assembly or the National Council of Province | <input type="checkbox"/> an employee of Parliament or a provincial legislature |
| <input type="checkbox"/> a member of the board of directors of any municipal entity | |
| <input type="checkbox"/> an official of any municipality or municipal entity | |

If any of the above boxes are marked, disclose the following:

Name of spouse, child or parent	Name of institution, public office, board or organ of state and position held	Status of service (tick appropriate column)	
		Current	Within last 12 months

*insert separate page if necessary

The undersigned, who warrants that he / she is duly authorised to do so on behalf of the enterprise:

-
- i) Authorizes the Employer to obtain a tax clearance certificate from the South African Revenue Services that my / our tax matters are in order;
 - ii) Confirms that neither the name of the enterprise or the name of any partner, manager, director or other person, who wholly or partly exercises, or may exercise, control over the enterprise appears on the Register of Tender Defaulters established in terms of the Prevention and Combating of Corrupt Activities Act of 2004;
 - iii) Confirms that no partner, member, director or other person, who wholly or partly exercises, or may exercise, control over the enterprise has within the last five years been convicted of fraud or corruption;
 - iv) Confirms that I/we are not associated, linked or involved with any other tendering entities submitting tender offers and have no other relationship with any of the Tenderers or those responsible for compiling the scope of work that could cause or be interpreted as a conflict of interest; and
 - iv) Confirms that the contents of this questionnaire are within my personal knowledge and are to the best of my belief both true and correct.

NAME: (Block Capitals)

SIGNATURE: DATE:
(of person authorised to sign on behalf of the Tenderer)

CONDITIONS OF QUOTATION AND CONTRACT

CoQ.1 QUOTATIONS

Quotations are required for the whole of the work embraced by the documents. Quotations must hold good for a period of 4 weeks from the date of tender closing. Withdrawal during this period may only be authorized by the Head: Parks Recreation & Culture development department.

This Quotation will be adjudicated in terms of the 'Targeted Procurement Policy - July 2003' for contracts under R 200,000.00. 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.

CoQ.2 ELIGIBILITY

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

- (a) the Contractor 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 Contractor 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;
- (g) the Tenderer fails to attend the compulsory briefing session;
- (h) the Tenderer fails to have 'Annexure B - Attendance of Compulsory Site Inspection' signed by the Acting Deputy Head: Strategic Projects Unit, or his/her representative.

CoQ.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.

CoQ.4 QUOTATION FORMS

Quotations will be liable to rejection unless submitted on the attached Quotation Form, and Bill of Quantities 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 Bill of Quantities with the Quotation Form will be considered a material divergence from the Conditions of Quotation and may render the tender invalid.

CoQ.5 COMPLETION OF QUOTATION

The Tenderer is to complete and sign 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 Tenderers 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 Bill of Quantities 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 Bill of Quantities applies) to achieve the tendered total of the prices.

CoQ.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 pretences, expressed as a percentage of the contract amount exclusive of V A T, 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 ie 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.

CoQ.7 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 Quotation, reference must always be made to the Head: Parks Recreation & Culture development department for explanation and the Contractor will be held responsible for any errors that may arise from neglect of this precaution.

CoQ.8 ABILITY TO PERFORM

Tenderers shall satisfy the Employer 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.

CoQ.9 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 vendors :All rates and totals in the Bill Of Quantities shall be exclusive of VAT.

Non-Registered VAT vendors: All rates and totals in the Bill of Quantities Shall be inclusive of VAT.

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

CoQ.10 COMMENCEMENT OF WORK AND TIME FOR COMPLETION

Unless otherwise required the Contractor should be prepared to commence work immediately after receipt of an official order to proceed. The work shall be completed within the timeframe specified on the Quotation Form.

CoQ.11 QUALITY OF MATERIALS AND WORKMANSHIP

The materials and workmanship shall be to the standard required by this Department and executed to the satisfaction of the Head: Parks Recreation & Culture development department or his/her representative. The Head: Parks Recreation & Culture development department reserves the right to request a bench mark sample for approval against which quality of the final product will be assessed. The Contractor will be liable for the cost of such samples.

CoQ.12 COMPETENT EMPLOYEES

The Contractor shall employ, for the execution of the works, only such persons as are competent and efficient in their several trades and callings.

CoQ.13 CONTRACTOR'S REPRESENTATIVE

At all times during the execution of the work a competent and responsible employee of the Contractor shall be the point of contact for the Employer, and any instructions given to such employee by the Employer's Representative shall be deemed to have been given to the Contractor. The Contractor's representative must have a cellular phone on which he/she can be contacted at all reasonable hours.

CoQ.14 MATERIALS, EQUIPMENT AND LABOUR

The Contractor shall supply all materials, equipment and labour, etc, necessary for the due completion of the work.

CoQ.15 SUBCONTRACTING OF CONTRACT

The following will apply:-

- (1) The Contractor shall not subcontract the whole of the Contract.
- (2) Except where otherwise provided by the Contract, the Contractor shall not subcontract any part of the Contract without the prior written consent of the

Employer, which consent shall not be unreasonably withheld.

- (3) The Employer's consent in respect of a particular Subcontractor may be withdrawn at any time on reasonable grounds being given in writing to the Contractor by the Employer, in which event the Contractor shall forthwith terminate the employment of that Subcontractor.
- (4) Any such consent shall not relieve the Contractor 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.

CoQ.16 PAYMENT

The Head: Parks, Recreation & Culture development department 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: Parks, Recreation & Culture development department or his/her representative and on receipt of an invoice from the Contractor, addressed to the Head: Parks, Recreation & Culture development department, 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 Contractor'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.

CoQ.17 LIQUIDATED DAMAGES FOR DELAYS

Time is of the essence in this contract. If the Contractor fails to proceed with and complete the works in the period stated on the Quotation Form Liquidated damages to the value of

R 1000.00 per day will be charged for each and every day that the work is incomplete after its due date of completion.

The imposition of such penalty shall not relieve the Contractor from his obligation to complete the works or from any other obligations and liabilities under the contract.

CoQ.18 TERMINATION OF CONTRACT

If, in the opinion of the Head: Parks, Recreation & Culture development department, the Contractor:-

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 Contractor, the Head: Parks, Recreation & Culture development department may give notice in writing to the Contractor to make good the failure or default. Should the Contractor fail to comply with the notice within the period specified therein, then and in such case the Head: Parks, Recreation & Culture development department shall, without prejudice to any of the eThekweni Municipality's rights under the Contract, be at liberty forthwith to perform such service as the Contractor may have neglected to do, or to take the contract, wholly or in part, out of the Contractor's hands and order from, or contract with, any other person.

The Contractor shall be responsible for any loss the Municipality may sustain by reason of the action taken in terms of this clause.

Scope of Work:

QTY	DAYS	DESCRIPTION
		- Venue Hire (Umnini Dam)

A plan to scale in terms of the proposed design including floor plan, elevations, dimensions, information of structural materials to be used, and details / layout of any furniture must be included.

The concept should include the set up and breakdown plan.

Proposal Submission Requirements

Submissions must include the following:

- Price offer
- Methodology according to the scope of works.
- Works programme, including detailed activities.
- Companies are invited to suggest any further relevant activity which may not have been covered in the scope of works and this should be priced separately, in addition to the price for the scope of as outlined above.

Proposal must include **company details** as follows:

- a) Full company name and company registration number
- b) VAT registration number and valid original Tax Clearance Certificate
- c) Application for registration on the City's procurement database, or proof of prior registration (Quote PR number)
- d) Company's BBBEEE status
- e) Submissions close at 11am on 26 September 2018.

9. Supporting Documents

Please include the following documents in your submission:	Check:
1. Completed and signed 'checklist' of supplier requirements	
1. Completed and signed up Quotation Form	
2. Valid tax clearance certificate.	
3. Compulsory Briefing Attendance confirmation (Annexure B)	
4. Declaration of Municipal fees (Annexure C) All applicants are to complete and sign the attached declaration wherein which 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.	
5. Declaration of Interest (Annexure D) All submissions are to include a completed and signed declaration of interest form.	
6. Statement indicating understanding and acceptance of Codes of Conduct	
7. Supplier Database Accreditation Application forms (Annexure E) – for those who are not already on the municipality's database)	
8. The company name, contact person and contact number must be clearly stated on the first page of your submission.	

10. Further Enquiries

All queries relating to this tender should be submitted in writing to: Nothando Ndlovu

Telephone No : 031 311 2442
 Email Address : Nothando.ndlovu@durban.gov.za

