



ETHEKWINI MUNICIPALITY

HUMAN RESOURCES AND CORPORATE CLUSTER
OCCUPATIONAL HEALTH AND SAFETY UNIT

CONTRACT NO: PQ 7Z -19536

APPOINTMENT OF A SERVICE PROVIDER TO SUPPLY A 3 DAY PEER EDUCATOR INITIAL TRAINING COURSE – SETA ACCREDITED

QUOTATIONS ARE TO BE DEPOSITED IN THE TENDER BOX LOCATED IN THE RECEPTION AREA, CORPORATE PROCUREMENT (MATERIALS MANAGEMENT) ARCHIE GUMEDE PLACE (FORMERLY OLD FORT PLACE) **ON WEDNESDAY 23 MARCH 2016 BEFORE 11H00.**

Enquiries: Khalek Ahmed

Telephone: 031-311 4167/ 0832784531

OCCUPATIONAL HEALTH AND SAFETY UNIT
43 MARGARET MNCADI AV
DURBAN
4000

DR D NARAIDU
HEAD: OCCUPATIONAL
HEALTH AND SAFETY UNIT

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TECHNICAL SPECIFICATION

SUPPLY

The service provider is to provide a 3 Day Peer Educator

The Service Provider (SP) must be an accredited for Education and Training and have a valid accreditation number from the Services SETA

SCOPE OF CONTRACT

The course should be fully accredited by the Services Seta and cover unit standards relevant to peer educator training.

The course should last for a period of minimum of 3 days.

The course should cover at least the following topics but is not limited to the list below and the service provider should take care to meet the minimum requirements but also list the full scope of their course.

The course should cover at least the following topics

- a) International and South African statistics on the incidence of HIV/AIDS
- b) What is HIV/AIDS?
- c) Background of HIV/AIDS
- d) Legislative framework ; Rights of employees living with HIV or AIDS; Confidentiality rights in the workplace; Infringement of confidentiality rights; Accommodating sick employees and the company's medical incapacity policy
- e) Understanding the disease and its progression
- f) Transmission of HIV; Mother to child transmission; Rape and HIV transmission
- g) Universal precautions
- h) Basic first Aid and HIV
- i) HIV/AIDS and the immune system
- j) How does HIV infection occur
- k) Different stages of HIV
- l) What are an HIV test, viral load and CD4 test
- m) What is safer sex
- n) Occupational exposure to HIV
- o) The HIV tests and your rights at work
- p) Policy for HIV/AIDS in the workplace
- q) Guidelines on managing an HIV positive employee
- r) Living positively
- s) Understanding ARV therapy
- t) The relationship between HIV and increased incidence of TB, diabetes, cholesterol and other related health conditions

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- u) Voluntary testing campaigns "know your status"; HIV/AIDS awareness campaigns
- v) Distribution of HIV/AIDS material and pamphlets; Distribution of condoms in the workplace; Working closely with the local Health Department in accessing information
- w) Treatment and lifestyle options, TB and STI's
- x) Getting the buy in of management

TECHNICAL SPECIFICATION

Specifications

The service provider should provide for all aspects required for the course including training material, facilitation, certification and assessment, facilitators travel and accommodation costs. Training will be conducted at a venue provided by the Occupational Health and Safety Unit

The service provider is required to provide the following:

- a) Training manuals
- b) Ensure a signed attendance register for attendees is maintained and provide the originals to the Occupational Health and Safety Unit
- c) Evaluation and feedback forms
- d) Certificates of course completion

QUOTATION FORM

ITEM	Number of Participants	Rate	Total
Provision of Training course per Participant	70		

I / We the undersigned hereby offer to carry out the above-mentioned work and to supply all the requisite materials and workmanship of the best description, according to the true intent and meaning of the drawings (if any), contract document and specification as follows:-

Registered V.A.T. Vendor

Total price to supply Peer educator (initial) Training Course for Minimum of 45 participants
(Exclusive of VAT) R _____

V.A.T. (14%) R _____

Total Price inclusive of VAT R _____

Amount in words:

Delivery Period: _____ Days from date of order

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I / We agree to complete the whole of the work in every respect to the satisfaction of the Executive Director within a period of _____ from the date of 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: _____

NOTE:

This quotation must be placed in the envelope provided and placed in the box in the

**Reception at Materials Management Old Fort Place before 11.00 on Wednesday
23 March 2016**

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CONDITIONS OF QUOTATION AND CONTRACT

1 **QUOTATIONS**

Quotations are required for the whole of the work embraced by 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 authorised by the Deputy Head: IMS

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 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 site inspection;
- (h) the Tenderer fails to have "Annexure D - Attendance of Compulsory Site Inspection" signed by the Head: Engineering, or his representative.

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 **CIDS REGISTER OF CONTRACTORS**

The Construction Industry Development Board (CIDB) Act (Act 38 of 2000) prohibits contractors who are not registered with the board and are not in possession of a valid Registration Certificate issued by the Board

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from undertaking any public sector construction works contracts or portion thereof, awarded in terms of a competitive tendering or quotation procedure. A Tenderer has to be registered with the CIDB prior to the submission of a quotation for the quotation to be considered, and remain registered for the duration of the contract. The Tenderer shall attach hereto the Contractor's valid Certificate of Registration with the CIOB. Failure to submit the certificate with the tender document will lead to the conclusion that the Tenderer is not registered with the CIDB and therefore not eligible to tender.

Only those tenderers who are registered in a contractor-grading equal to or higher than a contractor grading designation [CE 1/ CE 2] as defined in the Regulations (June 2004), in terms of the CIDB Act No 38 of 2000, are eligible to submit tenders for this contract.

Note :-

If a Tenderer has not previously applied for registration on the CIDB the registration forms can be obtained from the Public Works Department, corner of West and Aliwal Streets, Durban, (or contact that Department on Tel: (031) 314-7253).

5 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.

6 COMPLETION OF QUOTATION

The Tenderer is to complete each item in the Bill of Quantities 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 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

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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.

7. **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.

8. **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 Deputy Head: IMS for explanation and the Contractor will be held responsible for any errors that may arise from neglect of this precaution.

9. **COMPENSATION FOR OCCUPATIONAL INJURIES AND DISEASES ACT**

Only quotations from contractors who have submitted to the Deputy Head: Parks 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.

10 **ABILITY TO PERFORM**

Tenderers shall satisfy the Engineer 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.

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11 **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 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 itemized separately on the Quotation Form and must be included in the Total Tender Price if the Contractor is a registered vendor.

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

Unless otherwise required the Contractor should be prepared to commence work within one week of submitting a quotation. The Contractor shall not commence work until the site has been officially handed over to him. The work shall be completed within the time specified on the Quotation Form.

Within one week of the award of this contract, the Contractor shall provide a comprehensive construction program, clearly showing the sequence of construction of all phases of the work as well as the critical path, for the Engineer's approval.

13 **TENDERER TO VISIT SITE**

The Tenderer shall visit the site and make him/herself 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 be obtained from the Parks Department by contacting the following person(s);

Unless otherwise provided, Tenderers are not required to determine the nature of the sub-soil or the position of underground services or other conditions which cannot reasonably be ascertained or inferred from a careful inspection of the site and the drawings provided.

Should the condition of the site be found to differ materially from those which are apparent or could reasonably have been inferred from a careful inspection of the site prior to the date for submission of tenders, the Engineer may order or authorise such additions, omissions or variations as he considers necessary or reasonable under the circumstances.

14 **QUALITY OF MATERIALS AND WORKMANSHIP**

The materials and workmanship shall be to the standard required by this Department's Standard Specifications and executed to the satisfaction of the Head: Engineering or his representative. The Head: Engineering reserves the right to carry out material tests during the progress of this contract. The Contractor will be liable for the cost of such tests should the material fail to comply with the Department's Standard Specifications.

14 **COMPETENT EMPLOYEES**

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

16 CONTRACTOR'S REPRESENTATIVE

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

17 SITE MAINTENANCE AND CLEARING ON COMPLETION

The Contractor shall keep the site clean and tidy during the execution of the works and shall, on completion of the works, remove all plant, equipment, materials, waste, and leave the site in a condition satisfactory to the Engineer.

18 PLANT, MATERIALS, LABOUR AND WATER

The Contractor shall supply all materials, plant, labour, etc, necessary for the due completion of the work and to make his / her own arrangements in respect of water and electricity for the works.

19 CONTRACTOR'S RESPONSIBILITY

The Contractor is to ensure that special instructions are given to the workmen to take care of all property encountered within the contract site.

The Contractor will be held responsible for the loss or damage of any property whatsoever, and for any damage to any building, plant and equipment, etc., in or about the contract site arising from the execution of this contract and must indemnify the eThekweni Municipality against any claim arising there from.

In like manner the Contractor will be responsible and must indemnify the eThekweni Municipality against any claim for injury to any person or persons arising also from the execution of the contract. To finalise this aspect the Contractor will be required to complete the necessary form and submit it to the Deputy Head: Parks. No work may start until proof of such indemnity is received by this Department.

The Contractor will also be responsible for all safety measures during excavations in accordance with the Occupational Health and Safety Act (Act 85 of 1993) and for the provision of safety barriers, etc., for the protection of the public.

20 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 Engineer, or Engineer's Representative, which consent shall not be unreasonably withheld.
- (3) The Engineer'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 Engineer, in which event the Contractor shall forthwith terminate the employment of that Subcontractor.

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- (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.

WORKING HOURS

The Contractor's attention is drawn to factors which will effect the programming and method of carrying out the works. These are:

- (1) Hours of Work: 07:00 - 17:00
(2) Work Days: Monday to Friday

REPORTING OF ACCIDENTS

The Contractor shall, as soon as practicable, report to the Engineer every occurrence on the works or the site causing damage to property or injury or death to persons.

PAYMENT

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

The quantities set out in the Bill of Quantities are the estimated quantities of the work but they are not to be taken as the actual and correct quantities of the works to be executed by the Contractor in fulfillment of his obligations under the contract. Where the actual quantities differ from those stated in the Bill of Quantities the difference shall be taken into account in determining the amount due to the Contractor.

On completion of the work to the entire satisfaction of the Head : IMS or his representative and on receipt of an invoice from the Contractor, addressed to the Deputy Head: IMS, 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.

LIQUIDATED DAMAGES FOR DELAYS

Time is the essence of 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 250.00 per day will be charged for each and every day that the work is incomplete after its due date of completion.

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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.

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

- (1) The Contractor 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 Contractor hereunder pending compliance by the Contractor 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 Contractor here under any loss or damage suffered by it as a result of the suspension of the Contractor'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 Contractor'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: Technician, 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: Technician 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: Technician 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.

CONTRACTORS RESPONSIBILITIES

Contractors Responsibilities :- The contractor shall ensure that special instructions are given to the workmen to take care of all property encountered within the premises. The Contractor shall be responsible for the loss or damage of any property whatsoever, and for the damage to any building, plant and equipment, etc., in or about

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the premises arising from the execution of this contract and must indemnify the eThekweni Municipality against any claim arising there from.

Safety and Building Materials :- The Contractor will be held responsible for the safety of the buildings and all materials from the date of notification of handing the site over to him.

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.

Foreman :- The Contractor shall keep on the works during all working hours a competent foreman who shall be empowered to receive and act upon orders from the Technicians and who shall have charge of no other works than those in the contract.

Materials, Labour Cartage etc. :- The Contractor is to provide all materials and labour of every description necessary and all plant, scaffolding, hoardings, gears, tools, implements, haulage and other requisites whatsoever necessary for the proper and effectual execution and completion of the works described in the specification.

SPECIAL CONDITIONS OF QUOTATION AND CONTRACT

The contractor 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 contractor hereunder pending compliance by the contractor 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)

Signature		
Name		
		(in block letters)
Name of Firm		
Date		(block letters)

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