


REQUEST FOR QUOTATION (SERVICES)		 CITY OF CAPE TOWN ISIXEKO SASEKAPA STAD KAAPSTAD	
SUPPLY CHAIN MANAGEMENT: PROCUREMENT			
SCM-554	Approved by Branch Manager: 01/02/2016	Version: 8	Page 1 of 33

QUOTATION NUMBER: SN11800310
DESCRIPTION: Cutting Of Grass Westridge Pool

CLOSING DATE: | 21/09/2017 |

CLOSING TIME: | 14H00 |

**QUOTATION BOX
NUMBER:** | 124 |

SUPPLIER	
NAME of Company/Close Corporation or Partnership / Joint Venture/ Consortium or Sole Proprietor /Individual	
TRADING AS (if different from above)	

QUOTATION SERIAL NO.:
SIGNATURES OF CITY OFFICIALS AT QUOTATION OPENING
1
2
3

GENERAL QUOTATION INFORMATION

The standard Quotation Conditions, Special Contract Conditions and General Conditions of Contract are not reproduced in this quotation document. These conditions must be downloaded from the City of Cape Town (CCT) website by following this links provided in the applicable part of this document.

By submitting a quotation suppliers warrant that they have familiarised themselves with the content of the aforesaid conditions.

COMPULSORY CLARIFICATION MEETING : 110:h00 on 18/09/2017



VENUE FOR COMPULSORY CLARIFICATION

MEETING : [recreation & Parks Area office Koorn hoo str Westridge M/Plain]

QUOTATION SUBMISSION : Quotations must be placed in the **Quotation Box as per front cover** at the **Tender Submission Office**, 2nd Floor (Concourse Level), Civic Centre, 12 Hertzog Boulevard, Cape Town.

: The **original** quotation document (which includes **Parts 1 to 11**) completed in all respects, plus any additional supporting documentation required, must be submitted in a sealed envelope with **the name and address of the supplier, the quotation no. and title, the quotation box no. and the closing date** indicated on the envelope. The sealed envelope must be inserted in the correct quotation box before closing time.

Only original quotations will be accepted. No copies will be accepted.

No late quotations will be accepted under any circumstances.

CCT REPRESENTATIVE

[Name: Quinton louw]

[Tel. No.: (021)3715141]

[Email: Quintin.louw@capetown.gov.za

]

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(These parts need not be returned by the supplier when submitting the offer)	
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(1) DETAILS OF SUPPLIER

1.1 Type of Entity (Please tick one box)

Individual / Sole Proprietor

Close Corporation

Company

Partnership or Joint Venture or Consortium

Trust

Other: [.....]

1.2 Required Details (Please provide applicable details in full):

Name of Company / Close Corporation or Partnership / Joint Venture / Consortium or Individual /Sole Proprietor	
Trading as (if different from above)	
Company / Close Corporation registration number (if applicable)	
Postal address	Postal Code _____
Physical address (Chosen domicilium citandi et executandi)	Postal Code _____
Contact details of the person duly authorised to represent the supplier	Name: Mr/Ms _____ (Name & Surname) Telephone:(_____) _____ Fax:(_____) _____ Cellular Telephone: _____ E-mail address: _____
Income tax number	
VAT registration number	
SARS Tax Compliance Status PIN	
City of Cape Town Supplier Database Registration Number (See Conditions of Quotation)	
National Treasury Central Supplier Database registration number (See Conditions of Tender)	

(2) FORM OF OFFER

QUOTATION NUMBER: [SN11800310]

DESCRIPTION: [Cutting Of Grass Westridge Pool]

Required Details (Please provide applicable details in full):

Name of Entity* (“the SUPPLIER”)	
Trading as (if different from above)	

AND WHO IS represented herein by: (full names of signatory) _____
duly authorised to act on behalf of the supplier in his capacity as: (title/ designation) _____

HEREBY AGREES THAT by signing the *Form of Offer*, the supplier:

1. confirms that it has examined the documents listed in the Index (including Schedules and Annexures) and has accepted all the Quotation Conditions;
2. confirms that it has satisfied itself as to the correctness and validity of the quotation offer; that the price(s) and rate(s) offered cover all the goods and/or services specified in the quotation documents; that the price(s) and rate(s) cover all its obligations and accepts that any mistakes regarding price(s), rate(s) and calculations will be at its own risk;
3. offers to supply all or any of the goods and/or render all or any of the services described in the quotation document to the CCT in accordance with the:
 - 3.1 terms and conditions stipulated in this contract document;
 - 3.2 specifications stipulated in this quotations document; and
 - 3.3 at the prices as set out in the Price Schedule.
4. accepts full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on it in terms of the Contract.

* _____
Signature(s)

Print name(s):
On behalf of the supplier (duly authorised)

Date

INITIALS OF CITY OFFICIALS		
1	2	3

(3) PRICE SCHEDULE**Cutting Of Grass Westridge Pool**

ITEM	DESCRIPTION	UNIT	QUANTITY	RATE (Excl VAT)	PRICE (R)
1	Cut grass inside of facility to a height of 20mm for August 2017	each	2		
2	Cut grass & Spread fertilizer inside of facility to a height of 20mm for September 2017	each	2		
3	Cut grass inside of facility to a height of 20mm for October 2017	each	2		
4	Cut grass inside of facility to a height of 20mm for November 2017	each	2		
5	Cut grass inside of facility to a height of 20mm for December 2017	each	2		
6	Cut grass inside of facility to a height of 20mm for January 2018	each	2		
7	Cut grass inside of facility to a height of 20mm for February 2018	each	2		
8	Cut grass inside of facility to a height of 20mm for March 2018	each	2		
9	Cut grass inside of facility to a height of 20mm for April 2018	each	2		
10	Cut grass inside of facility to a height of 20mm for May 2018	each	2		
11	Cut grass & Spread fertilizer inside of facility to a height of 20mm for June 2018	each	2		
				SUB-TOTAL	
				VAT @ 14%	
TOTAL PRICE (INCLUDING VAT)					R

Pricing Instructions:

- 2.1 State the rates and prices in Rand unless instructed otherwise in the quotation conditions.
- 2.2 Include in the rates, prices, and the quoted total of the prices (if any) all duties, taxes (except Value Added Tax (VAT)), and other levies payable by the successful supplier, such duties, taxes and levies being those applicable 14 days before the closing time stated in the General Quotation Information.
- 2.3 All prices quoted must include all expenses, disbursements and costs (e.g. transport, accommodation etc.) that may be required for the execution of the supplier's obligations in terms of the Contract, and shall cover the cost of all general risks, liabilities and obligations set forth or implied in the Contract as well as overhead charges and profit (in the event that the quotation is successful). All prices quoted will be final and binding.
- 2.4 All prices shall be quoted in accordance with the units specified in this schedule.
- 2.5 Where a value is given in the Quantity column, a Rate and Price (the product of the Quantity and Rate) is required to be inserted in the relevant columns.
- 2.6 The successful supplier is required to perform all tasks listed against each item. The supplier must therefore submit prices/rates on all items as per the section in the Price Schedule.
- 2.7

(4) PREFERENCE SCHEDULE

1 Definitions

The following definitions shall apply to this schedule:

All applicable taxes: Includes value-added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies.

Applicable Code: Shall be either the Amended Codes of Good Practise (published on 11 October 2013) or Sector Specific Codes as indicated in the tender conditions

B-BBEE: Broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act.

B-BBEE status level of contributor: The B-BBEE status received by a measured entity based on its overall performance using the relevant scorecard contained 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.

Bid (Tender): A written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the provision of services, works or goods, through price quotations, advertised competitive bidding processes or proposals.

Broad-Based Black Economic Empowerment Act: The Broad-Based Black Economic Empowerment Act, Act 53 of 2003.

Comparative Price: The price after the factors of a non-firm price and all unconditional discounts that can be utilized have been taken into consideration.

Consortium or Joint Venture: 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.

Contract The agreement that results from the acceptance of a bid by an organ of state.

Exempted Micro Enterprise (EME): Any enterprise with an annual total revenue of R10 million or less.

Firm Price: 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.

Functionality: 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.

Non-firm prices: All prices other than "firm" prices.

Person: Includes a juristic person.

Qualifying Small Enterprise (QSE): Any enterprise with an annual total revenue of greater than R10 million but less than R50 million or less.

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.

Sub-contract: 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.

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.

Trust: 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.

Trustee: 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.

(This page must be completed and returned by the bidder when submitting the offer)

2 Conditions associated with the granting of preferences

A supplier that is granted a preference undertakes to:

- 1) accept that the number of preference points allocated will be based on the B-BBEE status level of contributor of the supplier as at the closing date for submission of quotation offers;
- 2) not sub-contract more than 25% of the value of the contract to sub-contractors that do not have an equal or higher B-BBEE status level of contributor than the supplier, unless the intended sub-contractors are exempted micro enterprises that have the capability and ability to execute the sub-contract works or unless otherwise declared in terms of Section 5 below;
- 3) accept the sanctions set out in Section 3 below should Condition 2(2) be breached, or should the B-BBEE status level of contribution be found to have been claimed or obtained on a fraudulent basis;
- 4) accept that, in order to qualify for preference points, it is the responsibility of the supplier to submit documentary proof of its BBEE level of contribution in accordance with the Codes of Good Practise, 2013, to the CCT at the Supplier Management Unit located within the Tender Distribution Office, 2nd Floor (Concourse Level), Civic Centre, 12 Hertzog Boulevard, Cape Town (Tel 021 400 9242/3/4/5);
- 5) accept that, further to 4) above, Consortiums/Joint Ventures will qualify for preference points, provided that the entity submits the relevant certificate/scorecard in terms of the Preferential Procurement Regulations, 2011. Note that, in the case of unincorporated entities, a verified scorecard in the name of the consortium/Joint Venture must be submitted with the quotation (attached to this schedule);
- 6) accept that if it is found that, in the performance of the contract, the participation of the various partners in a Consortium/ Joint Venture differs substantially from that upon which the consolidated scorecard submitted in terms of 5) above was based, and the impact of which is that the Joint Venture would not have been awarded the contract in terms of the actual B-BBEE level of contribution achieved by the Joint Venture, then a financial penalty shall be applied (in addition to any other remedies that the CCT may have) in accordance with Section 3 below;
- 7) accept that suppliers are required to be registered on the City of Cape Town's Supplier Database prior to the acceptance of quotations in order to qualify for preference points. The CCT will verify the B-BBEE level of contributor of the supplier as at the closing date for submission of quotation offers, to determine the number of preference points to be awarded to the supplier. In the case of Consortiums/Joint Ventures which quote as unincorporated entities, a verified scorecard submitted with the quotation and valid as at the closing date will be used to determine the number of preference points to be awarded to the supplier;
- 8) accept that, notwithstanding 7) above, a supplier will **not** be awarded points for B-BBEE status level of contributor if he indicates in his quotation that he intends sub-contracting more than 25% of the value of the contract to sub-contractors that do not qualify for at least the points that the supplier qualifies for unless the intended sub-contractors are exempted micro enterprises that have the capability and ability to execute the sub-contract works; and
- 9) immediately inform the City of Cape Town of any change that may affect the tenderer's B-BBEE level of contribution upon which preference points will be or have been allocated.

3 Sanctions relating to breaches of preference conditions

The sanctions for breaching the conditions associated with the granting of preferences are:

- 1) disqualify the supplier from the quotation process;
- 2) recover costs, losses or damages the CCT has incurred or suffered as a result of the supplier's or contractor's conduct;
- 3) cancel the contract and claim any damages which the CCT has suffered as a result of having to make less favourable arrangements due to such cancellation;
- 4) restrict the supplier, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, from obtaining business from the CCT for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied;
- 5) forward the matter for criminal prosecution; and/or
- 6) a financial penalty payable to the CCT, as set out below.

(This page must be completed and returned by the bidder when submitting the offer)

Financial penalty for breach of Condition 2 in Section 2 above:

The penalty to be applied for sub-contracting more than 25% of the value of the contract to sub-contractors that do not qualify for at least the preference points that the supplier qualified for (unless so declared or proven to be beyond the control of the supplier, or the sub-contractors are EMEs that have the capability and ability to execute the sub-contract works) shall be as provided for in the following formula:

$$\text{Penalty} = 0.5 \times E(\%) \times P^*$$

where:

E = The value of work (excluding VAT) executed by sub-contractors that do not qualify for at least the preference points that the supplier qualified for, expressed as a percentage of P*, less 25%

P* = Value of the contract

Financial penalty for breach in terms of condition 6 in Section 2 above:

The penalty to be applied where, in the performance of the contract, the participation of the various partners in a Consortium/ Joint Venture differs substantially from that upon which the consolidated scorecard submitted in terms of 5) in Section 2 above was based, and the impact of which is that the Joint Venture would not have been awarded that contract in terms of the actual B-BBEE level of contribution achieved by the Joint Venture, shall be as provided for in the following formula:

$$\text{Penalty} = 5/100 \times (B\text{-BBEE}^a - B\text{-BBEE}^t) \times P^*$$

where:

B-BBEE^a = The B-BBEE level of contribution that is achieved, determined in accordance with the actual participation of the Joint Venture partners in the performance of the contract

B-BBEE^t = The B-BBEE level of contribution that was used to determine the number of preference points granted to the Joint Venture at the time of quotation evaluation

P* = Value of the contract

4 Level of Contribution in respect of enterprise status or structure of the quoting entity (the supplier)

In the interest of transparency, suppliers are required to complete Table 1: Level of Contribution below.

Table 1: Level of Contribution

Type of B-BBEE Contributor	Status (tick box(es) below as applicable)
Exempted Micro Enterprise (EME), 100% black-owned	<input type="checkbox"/>
Exempted Micro Enterprise (EME), at least 51% but less than 100% black-owned	<input type="checkbox"/>
Exempted Micro Enterprise (EME), less than 51% black-owned	<input type="checkbox"/>
Qualifying Small Enterprise (QSE), 100% black-owned	<input type="checkbox"/>
Qualifying Small Enterprise (QSE), at least 51% but less than 100% black-owned	<input type="checkbox"/>
Qualifying Small Enterprise (QSE), less than 51% black-owned	<input type="checkbox"/>
Verified B-BBEE contributor B-BBEE Status Level of Contributor ¹ <input type="text"/>	<input type="checkbox"/>
Non-compliant contributor	<input type="checkbox"/>

¹ If it is indicated that the company/firm/entity is a verified B-BBEE contributor, then the verified status level of contributor must be inserted in the box provided (insert a number from 1 to 8 as applicable)

(This page must be completed and returned by the bidder when submitting the offer)

5 Declarations

1) With reference to Condition 8 in Section 2 above, the supplier declares that:

I/we hereby forfeit my preference points because I /we DO intend sub-contracting more than 25% of the value of the contract to sub-contractors that do not qualify for at least the points that I/we as supplier qualify for or are not exempted micro enterprises that have the capability and ability to execute the sub-contract works

Note:

Suppliers who do not tick this box will be allocated preference points but the sanctions relating to breaches of preference conditions in Section 3 will be applicable if the supplier contravenes the conditions in Section 2.

2) The undersigned, who warrants that he/she is duly authorised to do so on behalf of the supplier, hereby certifies that the preference claimed based on the B-BBEE status level of contribution indicated in Table 1, qualifies the supplier, subject to condition 7 in Section 2 above, for such preference claimed, and acknowledges that:

- (i) the information furnished is true and correct;
- (ii) the preference claimed is in accordance with the conditions of this schedule;
- (iii) the supplier may be required to furnish documentary proof to the satisfaction of the CCT that the BBEE level of contributor as at the closing date is correct; and
- iv) he/she understands the conditions under which preferences are granted, and confirms that the supplier will satisfy the conditions pertaining to the granting of preferences.

Signature

Date

Name (PRINT)

(For and on behalf of the Supplier (duly authorised))

For official use.		
SIGNATURE OF CITY OFFICIALS AT QUOTATION OPENING		
1.	2.	3.

(5) DECLARATION OF INTEREST – STATE EMPLOYEES

1. No bid will be accepted from persons in the service of the state¹.
2. Any person, having a kinship with persons in the service of the state, including a 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 connected with or related to persons in service of the state, it is required that the supplier or their authorised representative declare their position in relation to the evaluating/adjudicating authority.

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

3.1 Full Name of supplier or his or her representative: [.....]

3.2 Identity Number: ... [.....]

3.3 Position occupied in the Company (director, trustee, shareholder²): [.....]

3.4 Company or Close Corporation Registration Number: [.....]

3.5 Tax Reference Number: [.....]

3.6 VAT Registration Number: [.....]

3.7 The names of all directors / trustees / shareholders members, their individual identity numbers and state employee numbers must be indicated in paragraph 4 below.

3.8 Are you presently in the service of the state? **YES / NO**

3.8.1 If yes, furnish particulars. [.....]
[.....]

3.9 Have you been in the service of the state for the past twelve months? **YES / NO**

3.9.1 If yes, furnish particulars
[.....]
[.....]

3.10 Do you have any relationship (family, friend, other) with persons in the service of the state and who may be involved with the evaluation and or adjudication of this bid? **YES / NO**

3.10.1 If yes, furnish particulars.
[.....]
[.....]

3.11 Are you, aware of any relationship (family, friend, other) between any other supplier and any persons in the service of the state who may be involved with the evaluation and or adjudication of this bid? **YES / NO**

3.11.1 If yes, furnish particulars
[.....]
[.....]

3.12 Are any of the company's directors, trustees, managers, principle shareholders or stakeholders in service of the state? **YES / NO**

3.12.1 If yes, furnish particulars [.....]

(This page must be completed and returned by the bidder when submitting the offer)

3.13 Are any spouse, child or parent of the company's directors, trustees, managers, principle shareholders or stakeholders in service of the state? **YES / NO**

3.13.1 If yes, furnish particulars.

.....

13.4 Do you or any of the directors, trustees, managers, principle shareholders, or stakeholders of this company have any interest in any other related companies or business whether or not they are bidding for this contract?

YES / NO

3.14.1 If yes, furnish particulars:

.....

4. Full details of directors / trustees / members / shareholders.

Full Name	Identity Number	State Employee Number

The supplier hereby certifies that the information set out in this schedule and/or attached thereto is true and correct, and acknowledges that failure to properly and truthfully complete this schedule may result in the quotation being disqualified, and/or (in the event that the supplier is successful) the cancellation of the contract, restriction of the supplier or the exercise by the CCT of any other remedies available to it

Signature

Date

Name (PRINT)

(For and on behalf of the supplier, duly authorised)

'MSCM Regulations: "in the service of the state" means to be –

(a) a member of –

- (i) any municipal council;
- (ii) any provincial legislature; or
- (iii) the national Assembly or the national Council of provinces;

(b) a member of the board of directors of any municipal entity;

(c) an official of any municipality or municipal entity;

(d) an employee of any national or provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act No.1 of 1999);

(e) a member of the accounting authority of any national or provincial public entity; or

(f) an employee of Parliament or a provincial legislature.

² Shareholder" means a person who owns shares in the company and is actively involved in the management of the

(This page must be completed and returned by the bidder when submitting the offer)
company or business and exercises control over the company.

(6) CONFLICT OF INTEREST DECLARATION

1. The supplier shall declare whether it has any conflict of interest in the transaction for which the quotation is submitted. (Mark the appropriate box with 'X')

YES	NO
-----	----

If yes, the supplier is required to set out the particulars in the table below:

2. The supplier shall declare whether it has directly or through a representative or intermediary promised, offered or granted:

2.1 any inducement or reward to the City of Cape Town for or in connection with the award of this contract; or

2.2 any reward, gift, favour or hospitality to any official or any other role player involved in the implementation of the supply chain management policy. (Mark the appropriate box with 'X')

YES	NO
-----	----

If yes, the supplier is required to set out the particulars in the table below:

Should the supplier be aware of any corrupt or fraudulent transactions relating to the procurement process of the City of Cape Town, he or she must please contact the following:

the City's anti-corruption hotline at 0800 32 31 30 (toll free)

The supplier hereby certifies that the information set out in this schedule and/or attached thereto is true and correct, and acknowledges that failure to properly and truthfully complete this schedule may result in the quotation being disqualified, and/or (in the event that the supplier is successful) the cancellation of the contract, restriction of the supplier or the exercise by the CCT of any other remedies available to it

Signature

Date

Name (PRINT)

(For and on behalf of the supplier (duly authorised))

(7) DECLARATION OF SUPPLIER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

Where the entity submitting the quotation is a partnership/consortium/joint venture, each party to the partnership/consortium/joint venture must sign a declaration in terms of the Municipal Finance Management Act, Act 56 Of 2003, and attach it to this schedule.

1 The bid of any supplier may be rejected if that supplier or any of its directors/members have:

- a. abused the municipality's / municipal entity's supply chain management system or committed any improper conduct in relation to such system;
- b. been convicted for fraud or corruption during the past five years;
- c. willfully neglected, reneged on or failed to comply with any government, municipal or other public sector contract during the past five years; or
- d. been listed in the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004).

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

Item	Question	Yes	No
4.1	<p>Is the supplier or any of its directors listed on the National Treasury's Database of Restricted Suppliers as companies or persons prohibited from doing business with the public sector?</p> <p>(Companies or persons who are listed on this Database were informed in writing of this restriction by the Accounting Officer/Authority of the institution that imposed the restriction after the <i>audi alteram partem</i> rule was applied).</p> <p>The Database of Restricted Suppliers now resides on the National Treasury's website(www.treasury.gov.za) and can be accessed by clicking on its link at the bottom of the home page.</p>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.1.1	If so, furnish particulars: 		
4.2	<p>Is the supplier or any of its directors listed on the Register for Quotation Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)?</p> <p>The Register for Quotation Defaulters can be accessed on the National Treasury's website (www.treasury.gov.za) by clicking on its link at the bottom of the home page.</p>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.2.1	If so, furnish particulars: 		

(This page must be completed and returned by the bidder when submitting the offer)

4.3	Was the supplier or any of its directors convicted by a court of law (including a court of law outside the Republic of South Africa) for fraud or corruption during the past five years?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.3.1	If so, furnish particulars: 		
Item	Question	Yes	No
4.4	Does the supplier or any of its directors owe any municipal rates and taxes or municipal charges to the municipality / municipal entity, or to any other municipality / municipal entity, that is in arrears for more than three months?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.4.1	If so, furnish particulars: 		
4.5	Was any contract between the supplier and the municipality / municipal entity or any other organ of state terminated during the past five years on account of failure to perform on or comply with the contract?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.7.1	If so, furnish particulars: 		

The supplier hereby certifies that the information set out in this schedule and/or attached thereto is true and correct, and acknowledges that failure to properly and truthfully complete this schedule may result in the quotation being disqualified, and/or (in the event that the supplier is successful) the cancellation of the contract, restriction of the supplier or the exercise by the CCT of any other remedies available to it

Signature
Print name:
On behalf of the supplier (duly authorised)

Date

(8) CERTIFICATE OF INDEPENDENT QUOTATION DETERMINATION

I, the undersigned, in submitting this **Quotation Number** | **SN11800310** |

Description: | **Cutting Of Grass Westridge Pool** | in response to the call for quotations made by the City of Cape Town, do hereby make the following statements, which I certify to be true and complete in every respect.

I certify, on behalf of: _____ (name of supplier)

That:

1. I have read and I understand the contents of this Certificate;
2. I understand that this quotation will be disqualified if this Certificate is found not to be true and complete in every respect;
3. I am authorised by the supplier to sign this Certificate, and to submit this quotation, on behalf of the supplier;
4. Each person whose signature appears on this quotation has been authorised by the supplier to determine the terms of, and to sign the quotation on behalf of the supplier;
5. For the purposes of this Certificate and this quotation, I understand that the word 'competitor' shall include any individual or organisation, other than the supplier, whether or not affiliated with the supplier, who:
 - (a) has been requested to submit a quotation in response to this call for quotations;
 - (b) could potentially submit a quotation in response to this call for quotations, based on their qualifications, abilities or experience; and
 - (c) provides the same goods and services as the supplier and/or is in the same line of business as the supplier.
6. The supplier has arrived at this quotation independently from and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium* will not be construed as collusive bidding.
7. In particular, without limiting the generality of paragraphs 5 and 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 quote;
 - (e) the submission of a quotation which does not meet the specifications and conditions of the quotation; or
 - (f) submitting a quotation with the intention not to win the contract.
8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this call for quotation relates.
9. The terms of this quotation have not been, and will not be, disclosed by the supplier, directly or indirectly, to any competitor, prior to the date and time of the official quotation opening or of the awarding of the contract.
10. I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to quotations and contracts, quotations that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act, Act 89 of 1998, and/or may be reported to the National Prosecuting Authority (NPA) for criminal investigation, and/or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act, Act 12 of 2004, or any other applicable legislation.

Signature

Date

Name (PRINT)

(For and on behalf of the Supplier (duly authorised))

(* Consortium: a Joint Venture or Consortium 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.)

(9) PROOF OF INSURANCES / INSURANCE BROKER'S WARRANTY

Proof of Insurances

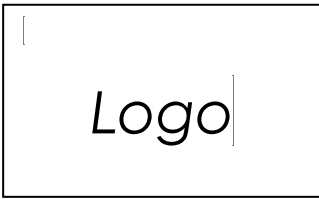
Suppliers must either attach proof of the following insurances required in terms of the General and Special Conditions of Contract to this schedule or submit an Insurance Broker's Warranty (see attached pro-forma on following page) attesting to their compliance herewith:

1. Public Liability Insurance for this contract is [R 20 million
2. Motor Vehicle Insurance]
3. Registration or insurance in terms of the Compensation for Occupational Injuries and Diseases Act, Act 130 of 1993.
4. [Professional Indemnity Insurance in the amount of R 5 million]

Failure to submit proof of all the above, either with this quotation or within any further time for submission stated in a written request from the CCT, will result in the Supplier's quotation being declared as non-responsive.

(This page must be completed and returned by the bidder when submitting the offer)

Insurance Broker's Warranty (Pro Forma)



Letterhead of supplier's Insurance Broker

Date [_____]

CITY OF CAPE TOWN
City Manager
Civic Centre
12 Hertzog Boulevard
Cape Town
8000

Dear Sir

QUOTATION NO.: [SN11800310]

QUOTATION DESCRIPTION: [**Cutting Of Grass Westridge Pool**]

NAME OF SUPPLIER: [_____]

I, the undersigned, do hereby confirm and warrant that all the insurances required in terms of the abovementioned contract have been issued and/or in the case of blanket/umbrella policies, have been endorsed to reflect the interests of the CITY OF CAPE TOWN with regard to the abovementioned contract, and that all the insurances and endorsements, etc, are all in accordance with the requirements of the contract.

I furthermore confirm that all premiums in the above regard have been paid.

Yours faithfully

Signed: _____

For: [_____] (Supplier's Insurance Broker)

(This page must be completed and returned by the bidder when submitting the offer)

(10) DETAILS OF KEY STAFF

Not used

(11) FUNCTIONALITY

➤ [Not used]

(This page must be completed and returned by the bidder when submitting the offer)

(12) ENTITY REQUIREMENTS

Not used

(A) SPECIFICATION(S)

Cutting Of Grass Westridge Pool

MOWING

- Grassed areas shall be cut at least 50 times for the duration of the Contract (**As required by the P.F.O**)
 - At no stage shall the grass growth be taller than 50mm.
 - Lawn along borders, fence lines, walls, paving, road edges, curbs, buildings, structures, water bodies, tree holes, flower beds, shrubs etc. shall be neatly trimmed or edged during each mowing operation
 - Grass cuttings (including material such as branches, leaves, litter, stones, glass, dog excreta etc.) present after the mowing operation shall be collected and removed within 24 hours of being cut. This includes flowerbeds, paved or hardened surfaces, roadside gutters, etc.
 - Mole heaps, if present shall be leveled during every mowing operation.
 - The Contractor to ensure that the equipment to be used on the facility is clean before commencing with cutting
 - Failure to honour contractual commitments will result in the “**Deviation Process**” being initiated.
- Collected material shall be removed from site on the same day of collection.
 - Collected material to be delivered to the Disposal Site by the Contractor at his / her own cost

1. FORMS FOR CONTRACT ADMINISTRATION (where applicable)]

- 1.1 The supplier shall complete, sign and submit with each monthly statement for payment, the following updated returns (the format of which are attached as Annexures to this document):
- a) *Monthly Project Labour Report;*
 - b) *B-BBEE Sub-contract Expenditure Report;*
 - c) *Joint Venture Expenditure Report.*
- 1.2 The Monthly Project Labour Report must include details of all labour (including that of sub-contractors) that are South African citizens earning less than R350.00 per day, as adjusted from time to time (excluding any benefits), who are employed on a temporary or contract basis on this contract in the month in question.
- 1.3 In addition to the Monthly Project Labour Report the Supplier shall simultaneously furnish the CCT with copies of the employment contracts entered into with such labour, together with certified copies of identification documents as well as evidence of payments to such labour in the form of copies of payslips or payroll runs. If the worker is paid in cash or by cheque, this information must be recorded on the envelope and the worker must acknowledge receipt of payment by signing for it and proof of such acknowledgement shall be furnished to the CCT. The Monthly Project Labour Reports shall be completed and submitted in accordance with the instructions therein.

(This page must be completed and returned by the bidder when submitting the offer)

- [1.4] The **B-BBEE Sub-contract Expenditure Report** is required for monitoring the prime contactor's compliance with the sub-contracting conditions of the **Preference Schedule**.
- [1.5] *The Joint Venture Expenditure Report is required for monitoring the joint venture's/consortium/partnership compliance with the percentage contributions of the partners as quoted, where the joint venture/consortium/partnership has been awarded preference points in respect of its consolidated B-BBEE scorecard.*

(B) QUOTATION CONDITIONS

The standard CCT quotation conditions are not reproduced in this quotation document. These quotation conditions must be downloaded from the CCT website by following this link:

<http://web1.capetown.gov.za/web1/procurementportal>

By submitting a quotation suppliers warrant that they have familiarised themselves with the aforesaid quotation conditions.

ADDITIONAL QUOTATION CONDITIONS

The quotation condition listed below are in addition to those contained in the CCT standard quotation conditions and must be fully complied with:

||

Clause 3.3: Receiving / Opening of quotation submissions

Add the following clauses after clause 3.3.1

- 3.3.2** Open quotation submissions in the presence of suppliers' representatives who choose to attend at the time stated in the General Quotation Information.
- 3.3.3** Quotations will be opened immediately after the closing time for receipt of quotations or as soon as practical thereafter at the Tender Submission Office, 2nd Floor (Concourse Level), Civic Centre, 12 Hertzog Boulevard, Cape Town.
- 3.3.4** Announce the name of each supplier whose quotation offer is opened and, where possible, the prices and the preferences.
- 3.3.5** Make available a record of the details announced at the quotation opening meeting on the CCT's website
- 3.3.6** Make available the pricing schedules upon written request.

Clause 3.9.3.4: Applicable Codes of Good Practise for Broad Based Black Economic Empowerment

The applicable codes for this quotation is the [generic] Codes of Good Practise for Broad Based Black Economic Empowerment.

(C) SPECIAL CONDITIONS OF CONTRACT

The standard CCT Special Conditions of Contract are not reproduced in this quotation document. These special conditions must be downloaded from the CCT website by following this link:

<http://web1.capetown.gov.za/web1/procurementportal>

By submitting a quotation suppliers warrant that they have familiarised themselves with the aforesaid Special Conditions of Contract.

ADDITIONAL SPECIAL CONDITIONS OF CONTRACT

The special conditions listed below are in addition to those contained in the CCT standard Special Conditions of Contract and must be fully complied with:

Clause 3: General Obligations

Add the following after clause 3.5.12:

3.5.13 Deliver the goods in accordance with the contract and with all reasonable care, diligence and skill in accordance with generally accepted professional techniques and standards.

Add the following after clause 3.6.7:

3.6.8 Brief the supplier and issue all documents, information, etc. in accordance with the contract

Clause 10.1: Delivery Period of Goods

The delivery period for this contract will be [11 months]

Clause 11: Insurance

Add the following after clause 11.2 (a)

a) The amount required for each claim for public liability insurance for this contract is [R 5 million]

Clause 15.2: Warranty Period

The warranty period for this contract will be 12 months]

Clause 22.1: Penalty for late delivery

The penalty applicable to this contract will be [R 500.00] per day

(This page must be completed and returned by the bidder when submitting the offer)

(D) GENERAL CONDITIONS OF CONTRACT

(National Treasury - General Conditions of Contract (revised July 2010))

The National Treasury Conditions of Contract are not reproduced in this quotation document. These conditions of contract must be downloaded from the CCT website by following this link:

<http://web1.capetown.gov.za/web1/procurementportal>

By submitting a quotation suppliers warrant that they have familiarised themselves with the aforesaid General Conditions of Contract.

(E) OCCUPATIONAL HEALTH AND SAFETY AGREEMENT

Agreement made and entered into between the City of Cape Town (hereinafter called the 'employer') and

.....,
(Contractor/Mandataray/Company/CC Name)

IN TERMS OF SECTION 37(2) OF THE OCCUPATIONAL HEALTH AND SAFETY ACT, ACT No. 85 OF 1993 AS AMENDED.

In respect of **Quotation Number : SN11800310**

DESCRIPTION - Cutting Of Grass Westridge Pool :

I, ,
representing

..... , as an employer in its own right, do hereby undertake to ensure, as far as is reasonably practicable, that all work will be performed and all equipment, machinery or plant used in such a manner as to comply with the provisions of the Occupational Health and Safety Act, 85 of 1993 (OHSA), and the Regulations promulgated thereunder.

I furthermore confirm that I am/we are registered with the Compensation Commissioner and that all registration and assessment monies due to the Compensation Commissioner have been fully paid, or that I/we are insured with an approved, licenced compensation insurer.

COID ACT Registration Number: _____

OR Compensation Insurer: _____ Policy No.: _____

I undertake to appoint, where required, suitable competent persons, in writing, in terms of the requirements of OHSA and the Regulations, and to charge him or them with the duty of ensuring that the provisions of OHSA and Regulations as well as the Council's Special Conditions of Contract, Way Leave, Lock-Out and Work Permit Procedures are adhered to as far as reasonably practicable.

I further undertake to ensure that any subcontractors employed by me will enter into an occupational health and safety agreement separately, and that such subcontractors comply with the conditions set.

I hereby declare that I have read and understand the appended Occupational Health and Safety Conditions and undertake to comply therewith at all times.

I hereby also undertake to comply with the Occupational Health and Safety Specification and Plan.

Signed at _____ on the _____ day of _____ 20____.

Witness

Mandataray

Signed at _____ on the _____ day of _____ 20____.

Witness

for and on behalf of
City of Cape Town

(This page must be completed and returned by the bidder when submitting the offer)

PART F

CONTRACT MONITORING DOCUMENTS

Annex 1 – Monthly Project Labour Report

Annex 2 – B-BBEE Sub-Contract Expenditure Report

Annex 3 – Partnership/ Joint Venture (JV) / Consortium Expenditure Report

ANNEX 1

**CITY OF CAPE TOWN
MONTHLY PROJECT LABOUR REPORT**



CITY OF CAPE TOWN
ISIXEKO SASEKAPA
STAD KAAPSTAD

Instructions for completing and submitting this form

General

- 1 The Monthly Project Labour Reports must be completed in full, using typed, capital letter characters; alternatively, should a computer not be available, handwritten in black ink.
- 2 Incomplete / incorrect / illegible forms will not be accepted.
- 3 Any conditions relating to targeted labour stipulated in the Contract (in the case of contracted services / works) shall apply to the completion and submission of these forms.
- 4 This document is available in Microsoft Excel format upon request from the City's EPWP office, tel 021 400 9406 or email EPWPLR@capetown.gov.za.

Project Details

- 5 If a field is not applicable insert the letters: NA
- 6 Either a Contract (in the case of contracted out services or works) or a Works Project (in the case of direct employment by the City) name and number must be inserted. The name of the contract or works project may be abridged if necessary. In the case of term tenders the contract name and number must reflect the term tender as advertised.
- 7 On completion of the contract or works project the anticipated end date must be updated to reflect the actual end date.

Workers Details and Work Information

- 8 Care must be taken to ensure that worker details correspond accurately with the worker's ID document of which a **Certified copy must be kept for reporting.**

Jobseeker Database Reference Number

- 9 Unique number generated by Jobseekers system to confirm workers were sourced from the Jobseekers database operated by Subcouncils

New workers : Training : Reporting Threshold

- 10 A new worker is one in respect of which a new employment contract is signed in the current month.
- 11 Refers to work days only. Formal accredited Training / Non-accredited training that does not form part of on-the-job training must be excluded from this entry
- 12 All formal accredited / non-accredited training that does not form part of on-the-job training
- 13 Workers earning more than the maximum daily rate (Reporting Threshold) (currently R350 excluding any benefits) shall not be reflected on this form at all.

Submission of Forms

- 14 Signed hardcopy forms must be scanned and submitted to the City's project manager in electronic (.pdf) format, together with the completed form in Microsoft Excel format.
- 15 Scanned copies of all applicable supporting documentation must be submitted along with each monthly project labour report. Copies of employment contracts and **Certified ID documents** are only required in respect of new workers.
- 16 If a computer is not available hardcopy forms and supporting documentation will be accepted.
- 17 Failure to adhere to reporting requirements may result in the withholding of payment; penalties being applied or both

PROJECT DETAILS

Numbers in cells below e.g (6) refer to the relevant instruction above for completing and submitting forms

CONTRACT OR WORKS PROJECT NAME: (6)		CONTRACT OR WORKS PROJECT NUMBER: (6)												
DIRECTORATE:		DEPARTMENT:												
CONTRACTOR OR VENDOR NAME:		CONTRACTOR OR VENDOR E-MAIL ADDRESS:												
CONTRACTOR OR VENDOR CONTACT PERSON:		CONTRACTOR OR VENDOR TEL. NUMBER:	CELL WORK											
PROJECT LABOUR REPORT CURRENT MONTH (mark with "X")														
JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	YEAR (insert last 2 digits)	2	0

ACTUAL START DATE (yyyy/mm/dd)						ANTICIPATED / ACTUAL END DATE (yyyy/mm/dd) (7)						
2	0					2	0					
TOTAL PROJECT EXPENDITURE / VALUE OF WORK DONE TO-DATE (INCLUDING ALL COSTS, BUT EXCLUDING VAT)												
R												-

MONTHLY PROJECT LABOUR REPORT



WORKER DETAILS AND WORK INFORMATION

CONTRACT OR WORKS PROJECT NUMBER:	Year	Month	of	
--	-------------	--------------	-----------	--

No.	(8) First name	(8) Surname	(8) ID number	(9) Jobseeker Database Reference Number	(10) New Worker (Y/N)	Gender (M/F)	Disabled (Y/N)	(11) No of days worked this month (excl. training)	(12) No of training days this month (with stipend)	(13) Rate of pay per day (R - c)
1										
2										
3										
4										
5										
6										
7										
8										
9										
10										
11										
12										
13										
14										
15										
16										
17										
18										
19										
20										

0 0 R -

Declared by Contractor or Vendor to be true and correct:	Name		Signature	
	Date			

Received by Employer's Agent Project Manager/ Representative:	Name		Signature	
	Date			

ANNEXURE 2: BBBEE Sub-Contract Expenditure Report (Pro Forma)

TENDER NO. AND DESCRIPTION: _____

SUPPLIER: _____

B-BBEE SUB-CONTRACT EXPENDITURE REPORT

Rand Value of the contract (as defined in Schedule 4: Preference Schedule) (P*)	R	B-BBEE Status Level of Prime Contractor	
---	---	---	--

Name of Sub-contractor (list all)	B-BBEE Status Level of supplier ¹	Total value of Sub-contract (excl. VAT) ¹	Value of Sub-contract work to date (excl. VAT) ¹	Value of Sub-contract work to Sub-contractors with a lower B-BBEE Status Level than supplier
Sub-contractor A		R	R	R
Sub-contractor B		R	R	R
Sub-contractor C		R	R	R
¹ Documentary evidence to be provided			Total:	R
			Expressed as a percentage of P*	%

Signatures

Declared by supplier to be true and correct: _____

Date: _____

Verified by CCT Project Manager: _____

Date: _____

(This page must be completed and returned by the bidder when submitting the offer)

ANNEXURE 3: Partnership/ Joint Venture (JV) / Consortium/ Expenditure Report (Pro Forma)

TENDER NO. AND DESCRIPTION: _____

SUPPLIER: _____

PARTNERSHIP/ JOINT VENTURE (JV)/ CONSORTIUM EXPENDITURE REPORT

Rand value of the contract (as defined in Schedule 4: Preference Schedule) (P*)	R	B-BBEE Status Level of Partnership/ Joint Venture (JV)/ Consortium	
---	---	--	--

Name of partners to the Partnership/ JV / Consortium (list all)	B-BBEE Status Level of each partner at contract award	Percentage contribution of each partner as per the Partnership/ JV/ Consortium Agreement ¹ A	Total value of partner's contribution (excl. VAT) ¹ B = A% x P*	Value of partner's contribution to date (excl. VAT) ¹ C	Value of partner's contribution as a percentage of the work executed to date D = C/P*x100
Partner A		%	R	R	%
Partner B		%	R	R	%
Partner C		%	R	R	%

¹Documentary evidence to be provided

Signatures

Declared by supplier to be true and correct:

Date:

Verified by CCT Project Manager:

Date: