


REQUEST FOR QUOTATION (CONSTRUCTION WORKS)		 CITY OF CAPE TOWN ISIXEKO SASEKAPA STAD KAAPSTAD	
SUPPLY CHAIN MANAGEMENT: PROCUREMENT			
SCM-459	Approved by Branch Manager: 1 February 2016	Version: 15	Page 1 of 43

QUOTATION NUMBER: _SB11800097
DESCRIPTION: Resurface Toddlers Pools with tiles and repair entry-step at Parow North Swimming Pool

CLOSING DATE: 26 September 2017

CLOSING TIME: 12H00

QUOTATION BOX NUMBER: 127]

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.

ESTIMATED CIDB CONTRACTOR GRADING : 1 CE or higher
COMPULSORY CLARIFICATION MEETING : 20 September 2017 at 10h00

VENUE FOR COMPULSORY CLARIFICATION

MEETING : De Grendal road, Jan Burger Sports Complex, Parow North

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 12**) 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: Jamie Benting

Tel. No.: (021) 930 7695]

Email: Jamie.benting@capetown.gov.za

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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: SB11800097

DESCRIPTION: Resurface Toddlers Pools with tiles and repair entry-step at Parow North Swimming 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:
 - a. terms and conditions stipulated in this contract document;
 - b. specifications stipulated in this quotations document; and
 - c. 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

ITEM	DESCRIPTION	UNIT	QUANTITY	RATE (Excl VAT)	PRICE (R)
A	Tiling specification for kiddies pool				
1	Remove all existing fibre lining, drain covers, inlet and outlet covers from pool surface	M2	85		
2	Prepare surface for tiling, this includes: a) Grind and sandblast to render the surface smooth. b) Open any existing cracks and weak spots on pool floor and wall, fill with mortar mix3.1 c) Prime complete surface with key coat or similia industrial grade, approved primer.	EA	2		
3	Tiles to be used: Imported 197 x 115 x 10.5mm White (Non slip) Imported 197 x 115 x 10.5mm Grooved R10 Blue step tile (bull nose)	M2	85		
4	All expansion joints to be sealed with sikasil – pool	Sum	1		
5	Six hour rapid set adhesive mix with bonding liquid to be used	Sum	1		
6	Industrial fine epoxy grout to be used on all areas	Sum	1		
7	All rubble to be removed from site				
B	Specification for entry-step in kiddies pool				
1	Repair and re build damaged entry-step, using appropriate concrete mix with the correct strength MPA	M2			
2	Dimensions of 2 step landing with a off step of 200mm: a) Height of bottom step – 200mm b) Height of top step – 200mm c) Width of bottom step – 800mm d) Width of top step – 400mm	M2			
3	Step to be tiled as per pool	M2			
4	All rubble to be removed from site.				
				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.

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

- 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.

(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 of an entity in terms of a code of good practice on black economic empowerment issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act.

Bid (Quotation): 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.

Black Designated Groups: The meaning assigned to it in the codes of good practice issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act, 2003, (Act 53 of 2003).

Black People: The meaning assigned to it in section 1 of the Broad-Based Black Economic Empowerment Act.

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

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.

Co-operative: A co-operative registered in terms of section 7 of the Co-operatives Act, 2005 (Act no. 14 of 2005).

Designated Group: Black designated groups, black people, women, people with disabilities or small enterprises as defined in section 1 of the National Small Enterprises Act, 1996 (act no. 102 of 1996)

Designated Sector: A sector, sub-sector or industry or product that has been designated in terms of any relevant regulation of the Preferential Procurement Regulations, 2017.

Exempted Micro Enterprise (EME): An exempted micro enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act.

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 ability of a bidder to provide goods or services in accordance with specifications as set out in the quotation documents..

Military Veteran: The meaning assigned to it in section 1 of the Military Veterans Act, 2011 (Act No. 18 of 2011).

National Treasury: The meaning assigned to it in section 1 of the Public Finance Management Act, 1999 (Act No. 18 of 1999).

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

Person: Includes a juristic person.

People with disabilities: The meaning assigned to it in section 1 of the Employment equity Act, 1998 (Act No. 55 of 1998).

Price: Includes all applicable taxes less unconditional discounts.

Proof of B-BBEE status level of contributor: The B-BBEE status level certificate issued by an authorised body or person, a sworn affidavit as prescribed by the B-BBEE Codes of good Practice or any other requirement prescribed in terms of the Broad-Based Black Economic Empowerment Act.

Qualifying Small Enterprise (QSE): A qualifying small enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act.

Rand Value: means the total estimated value of a contract in Rand, calculated at the time of bid invitations.

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

Rural Area: A sparsely populated area in which people farm or depend on natural resources, including villages and small towns that are dispersed through the area or an area including a large settlement which depends on migratory labour and remittances and government social grants for survival, and may have a traditional land tenure system.

Stipulated Minimum Threshold: The minimum threshold stipulated in terms of any relevant regulation of the Preferential Procurement Regulations, 2017.

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.

The Act: The Preferential Procurement Policy Framework Act, 2000 (Act No 5 of 2000).

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.

Township: An urban living area that at any time from the late 19th century until 27 April 1994, was reserved for black people, including areas developed for historically disadvantaged individuals post 27 April 1994.

Treasury: The meaning assigned to it in section 1 of the Public Finance Management Act, 1999 (Act No. 18 of 1999).

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.

Youth: The meaning assigned to it in section 1 of the National Youth Development Agency Act, 2008 (Act No. 54 of 2008).

2 Conditions associated with the granting of preferences

A supplier that is granted a preference undertakes to:

- 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;
- 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;
- accept that a contract may not be awarded if the price offered is not market related;
- accept the sanctions set out in Section 3 below should Condition 2(2) be breached, or should the bidder have submitted any false information regarding its B-BBEE status level of contributor, local production and content, or any other matter required in terms of this bid that will affect, or has affected the bid evaluation;
- 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);
- accept that, further to 5) 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, 2017. 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);
- 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;
- 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

(This page must be completed and returned by the bidder when submitting the offer)
the closing date will be used to determine the number of preference points to be awarded to the supplier;

- accept that, notwithstanding 8) 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;
- accept that any subcontracting arrangements after the award of the quotation may only be entered into upon the prior approval of the City of Cape Town; and
- immediately inform the City of Cape Town of any change that may affect the bidder'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 in whole or in part 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 and inform the National Treasury accordingly;
- 5) forward the matter for criminal prosecution; and/or
- 6) financial penalties payable to the CCT, as set out below.

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

Financial penalty for breach in terms of condition 10 in Section 2 above:

The penalty to be applied where the supplier fails to disclose subcontracting arrangement after the award of the quotation is up to a maximum of 10% of the value of the contract.

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

4 Level of Contribution in respect of enterprise status or structure of the bidding 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="checkbox"/>	<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)

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:

Bidders 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 bidder contravenes the conditions in Section 2.

2) The undersigned, who warrants that he/she is duly authorized 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 8 in Section 2 above, for such preference claimed, and acknowledges that:

- 1. the information furnished is true and correct;
- 2. the preference claimed is in accordance with the conditions of this schedule;
- 3. 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.

DECLARATION OF INTEREST – STATE EMPLOYEES

a) No bid will be accepted from persons in the service of the state¹.

b) 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.

.....
.....

3.14 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 –

- 1. a member of –**
 - 1.1 any municipal council;
 - 1.2 any provincial legislature; or
 - 1.3 the national Assembly or the national Council of provinces;
- 2. a member of the board of directors of any municipal entity;**
- 3. an official of any municipality or municipal entity;**
- 4. 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);**
- 5. a member of the accounting authority of any national or provincial public entity; or**
- 6. 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 company or business and exercises control over the company.

(6) CONFLICT OF INTEREST DECLARATION

- 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:

- 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 SB11800097**
Description: Resurface Toddlers Pools with tiles and repair entry-step at Parow North Swimming 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

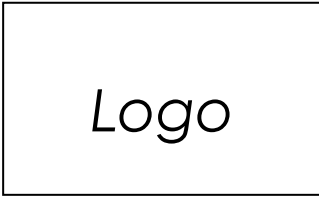
Proof of Insurances

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:

- A1. Public Liability Insurance
- A2. Works Insurance
- A3. Motor Vehicle Insurance
- A4. Registration or insurance in terms of the Compensation for Occupational Injuries and Diseases Act, Act 130 of 1993.

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.

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.: **SB11800097**

QUOTATION DESCRIPTION: **Resurface Toddlers Pools with tiles and repair entry-step at Parow North Swimming 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

Suppliers shall set out in the Schedule hereunder details of their Key Staff's experience in work of a similar nature to that for which their quotation is submitted.

A CV of the key and additional personnel, copy of their qualifications, authorisations and certification, as required, shall be attached to this schedule. The key personnel must demonstrate recent experience related to specific aspects of this project detailed in the quotation.

Attach additional pages if more space is required.

GENERAL FOREMAN						
Name	NQF Level	CONTRACT & CLIENT	NATURE OF WORK	POSITION HELD	VALUE OF WORK	YEAR COMPLETED
1						

NRS 040-3:2002 RESPONSIBLE PERSON			
Name	Certificate Number	Certificate Date	Copy of Certificate (Y/N)

SIGNED ON BEHALF OF SUPPLIER:

(11) FUNCTIONALITY

In order to be considered for a contract in terms of this quotation document, suppliers must achieve a minimum score for functionality as stated below.

The description of the functionality criteria and the maximum possible score for each is shown in the table below. The score achieved for functionality will be the sum of the score achieved, in the evaluation process, for the individual criteria.

CRITERIA	MEASURES	MAXIMUM POSSIBLE SCORE
Previous Relevant Experience of Supplier [complete Annexure 'A']	<ul style="list-style-type: none">Number of similar projects	60
Plant and Equipment [complete Annexure 'B']	<ul style="list-style-type: none">Appropriate Plant & Equipment owned or to be hired for this contract	20
Staff [complete Annexure 'C']	<ul style="list-style-type: none">Appropriately experienced staff	20
TOTAL		100

- 11.1 No quotation will be regarded as an acceptable quotation or responsive if it fails to achieve the minimum qualifying score for functionality of **60** out of a maximum of **100**.
- 11.2 Suppliers shall ensure that the annexures referred to above have been fully and properly completed in order to ensure optimal scoring of functionality points.
- 11.3 Quotations that have achieved the minimum qualifying score for functionality shall be evaluated further in terms of the prescribed preference point system.

(11) (continued)
ANNEXURE 'A': PREVIOUS RELEVANT EXPERIENCE OF SUPPLIER

TYPE OF RELEVANT WORK PREVIOUSLY PERFORMED	CLIENT'S DETAILS <i>(Where work was performed, contact name & phone number)</i>	COMPLETION DATE OF CONTRACT	VALUE OF CONTRACT

Points will be allocated only in respect of projects carried out by the supplier that are of a similar nature to the works as described in this quotation document.

The applicable values/points guide below will be used for the allocation of functionality points:

- 1 to 5 similar projects 10 points
- 6 to 10 similar projects20 points
- 11 to 15 similar projects30 points
- 16 to 20 similar projects40 points
- More than 21 similar projects..60 points

(11) (continued)
ANNEXURE 'B': PLANT AND EQUIPMENT

PLANT AND EQUIPMENT TO BE USED ON THIS PROJECT <i>(Supplier to List)</i>	OWNED	HIRED

Points will be allocated only in respect of plant and equipment that is necessary for carrying out the works as described in this quotation document.

The applicable values/points guide below will be used for the allocation of functionality points:

- Cutting tools/equipment.....5 points
- Transportation Vehicles.....5 points
- Tools – spades)5 points
- Grinding equipment.....5 points

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

(11) (continued)
ANNEXURE 'C': STAFF

NAME and ID NUMBER	PROPOSED POSITION	QUALIFICATION or TRADE (Insert highest level of education achieved)	RELEVANT EXPERIENCE (Describe)	No. OF YEARS RELEVANT EXPERIENCE	PERMANENT	NON-PERMANENT
					Tick as appropriate	

Points will be allocated in respect of supervisory and skilled/semi-skilled staff with relevant experience that will be allocated to the works as described in this quotation document.

The **proposed position** in the second column above refers to the proposed position or function of the individual as it relates to the work described in this quotation document (for example Contract Manager, Supervisor, Artisan etc.)

The applicable values/points guide below will be used for the allocation of functionality points:

- **Supervisor5 points**
- **Tiler10 points**
- **Worker5 points**

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

(12) LOCAL CONTENT DECLARATION / ANNEXURE C

NOT USED

(A) SPECIFICATION(S)

Should any requirement or provision in the parts of the Project Specification conflict with any requirement of any Standardised Specification or any drawings, the order of precedence (unless otherwise specified) is:

Drawings
Project Specification
Standardised Specifications

1. LOCATION OF SITE

The site is [22334 located at [Parow North Swimming Pool, De Grendal road, Jan Burger Sports Complex, Parow North treet address].

A location plan is attached to this document in Part F: Drawings.

2. SCOPE OF WORK

This project comprises the following items of work, to be carried out in accordance with the Drawings and this Project Specification, all to the satisfaction of the CCT:

Tiling specification for kiddies pool

- Remove all existing fibre lining, drain covers, inlet and outlet covers from pool surface
- Prepare surface for tiling, this includes:
 - Grind and sandblast to render the surface smooth.
 - Open any existing cracks and weak spots on pool floor and wall, fill with mortar mix3.1
 - Prime complete surface with key coat or similia industrial grade, approved primer.
- Tiles to be used:
 - Imported 197 x 115 x 10.5mm White (Non slip) (Tile Quality will be verified)
 - Imported 197 x 115 x 10.5mm Grooved R10 Blue step tile (bull nose) (Tile Quality will be verified)
- All expansion joints to be sealed with sikasil – pool
- Six hour rapid set adhesive mix with bonding liquid to be used
- Industrial fine epoxy grout to be used on all areas (pool chemical resistant)
- All rubble to be removed from site

Specification for entry-step in kiddies pool

- Repair damaged entry-step, using appropriate concrete mix with the correct strength MPA
- Dimensions of 2 step landing with a off step of 200mm:
 - Height of bottom step – 200mm
 - Height of top step – 200mm
 - Width of bottom step – 800mm
 - Width of top step – 400mm
- Step to be tiled as per pool and clearly indicated.
- Corners to be smoothed out and made neat
- All rubble to be removed from site.

The Contractor's attention is drawn to the need for exercising extreme caution when excavating and when constructing the footings due to the presence of major services near the northern footing location, as shown on the Drawings, which include the following:

The Contractor's attention is also drawn to the need to survey the site prior to any construction, **and the need for a high level of accuracy in the placing of the holding-down bolts**, with regard to the relative positions of the bolts within their groups and of the groups themselves, as the Tenderer will be responsible for ensuring the correctness of the final position, clearance and alignment of the gantry after erection.

3. DRAWINGS

Details of the proposed work are given on the following separately-issued drawings, which form part of the contract for this project:

R0-5640 Sheet 1 Site Plan, General Arrangement and Setting Out Details

(This page need not be returned by the bidder when submitting the offer)

R0-5640 Sheet 2 Foundation Reinforcement Details

R0-5640 Sheet 3 Fabrication Details 1

R0-5640 Sheet 4 Fabrication Details 2

R0-5640 Sheet 5 Fabrication Details 3

➤ **PROGRAMME**

It is a requirement of this contract that the Works shall be completed within a period as stated in the Special Conditions of Contract from the date of receipt of the order, excluding the year-end break and special non-working days falling outside thereof.

The Contractor shall submit a construction programme prior to the issuing of the order, taking due cognisance of non- working days, showing the sequence and timing of the various work activities.

The construction programme will be used to evaluate any claim for an extension of time in terms of the contract.

➤ **TENDERER TO PROVIDE EVERYTHING NECESSARY**

Allowance must be made in the quoted rates and prices to provide everything necessary for the completion of the Works within the specified period, in accordance with the specification and to the satisfaction of the CCT.

The Contractor shall also provide, at his own cost, any additional facilities required on or outside the site for the purposes of the Works (the provision of water or electricity, for example).

➤ **WORKING IN THE VICINITY OF PUBLIC ROADS**

All operations are to be properly screened off to protect road users from flying debris or falling objects, including wind-blown materials originating from the Works. Screening is to be to the satisfaction of the CCT at all times.

All potentially hazardous aspects of the Works are to be kept properly protected and closed to access by members of the public. This applies particularly to excavations, shoring, stockpiles and equipment. A check is to be made at the close of each day's work to ensure that no potentially unsafe situation is left accessible to the public.

The gantry may not be erected in windy conditions.

➤ **EXISTING SERVICES**

The type and location of the existing services in the work area are indicated on the Drawings.

The onus is on the Contractor to verify and locate all services, carefully, by hand.

Extreme care is to be taken when working in the vicinity of services, particularly when excavating. Any damage to services occasioned in the course of the Works will be made good by the appropriate service authority and the cost thereof will be deducted, in the first instance, from amounts due to the Contractor in terms of this contract.

Apart from such excavation and construction as is required in terms of the drawings and specifications, no pegs or stakes are to be driven, nor any holes excavated, into the surface of any road or other Council property in the course of the Works.

The Contractor shall be responsible for renewing the existing wayleaves for the works into his own name, and shall abide by all conditions imposed by such wayleaves, permissions or permits.

➤ **INSPECTION BY AUTHORISED OFFICIALS**

The Contractor shall allow for the provision of adequate and safe means of access to facilitate the proper checking and inspection of the Works by the CCT's representative(s).

Each critical stage of the work on each component must be approved by the CCT's representative prior to proceeding with any subsequent stage. No stage of the work will be accepted as complete

(This page need not be returned by the bidder when submitting the offer) unless approved by the CCT's representative, and approval will not be possible in the absence of a properly conducted inspection.

Such inspections by the CCT's representative must be called for at reasonable notice, and sufficient opportunity and facility afforded for the inspection to be carried out in the presence of the Contractor or Contractor's designated agent.

➤ **PROJECT LABOUR REPORTS**

The contractor shall prepare, and submit with each statement for payment or at least monthly, an updated Project Labour Report. A template is provided as Annex 1 attached.

The Project Labour Report must include details of all labour (including that of sub-contractors) that earns less than R350 per day (excluding any benefits) employed on this contract in the month in question.

Failure to submit such reports may result in payment to the contractor being withheld until this condition is complied with.

➤ **GENERAL OBLIGATIONS**

The contractor's price shall include all general responsibilities and obligations, such as insurances, site establishment, superintendence, setting out of the works, location and protection of underground services, health and safety, checking and testing, reporting and clearing the site on completion, and generally the provision of everything necessary for the completion of the works.

(N/A)

A suitable area for camp site establishment is shown on the locality plan in Part D of this document. No pegs or stakes are to be driven, nor any holes excavated, into the surface of the camp site.

1. ACCOMMODATION OF VEHICULAR AND PEDESTRIAN TRAFFIC

All measures for the temporary accommodation and control of traffic shall be in accordance with Chapter 13 of the South African Road Traffic Signs Manual.

The Works Manager: Ebenezer Roads Depot, Mr K. King (Tel 021 425 3310 or Cell 084 250 3803) must be notified at least 5 working days prior to the implementation of any temporary accommodation measures.

Minimum lane widths of 3.5m (both into and out of the harbour) are to be kept clear and unobstructed for traffic at all times except during the erection of the gantry, or during any other potentially hazardous operation, which must be carried out in liaison with, and under the supervision of, the Works Manager: Ebenezer Roads Depot.

2. EXCAVATION FOR FOOTINGS

Given the nature and location of underground services in the area, it is a requirement of this contract that all excavations be carried out, carefully, by hand. Any unrecorded services are immediately to be brought to the attention of the CCT's representative, who will issue further instructions in this regard.

Where necessary, existing kerb and channel sections are to be carefully removed and stored for later re-use.

The excavations shall be to a length and width that provide the appropriate side allowance for the construction of the reinforced concrete footings as specified.

The bottoms of the excavations must be compacted to **93% Mod. AASHTO**, before casting the concrete blinding layer over the full extent of the excavations as shown on the Drawing.

3. CONSTRUCTION OF FOOTINGS

The reinforced concrete footings shall be constructed in accordance with the South African Bureau of Standards' (now Standards South Africa) Standardised Specification for Civil Engineering Constructing, SABS 1200 GA 1982 Concrete (Small Works), as amended or amplified upon on the Drawings.

(This page need not be returned by the bidder when submitting the offer)

It is not permissible to cast the concrete for the footings up against the sides of the excavation. Concrete must be cast in formwork, which may have a rough finish.

The footings are to be cast in 30/19 concrete to the level shown on the Drawings, with 50mm high raised kickers for the stub columns. After casting, the bases are to be left undisturbed for a minimum period of 3 days.

The contractor shall ensure that the necessary testing in respect of concrete strength, as described on the Drawings, is carried out by an accredited laboratory.

Procedure for Setting Out the H-D Anchor Groups and Casting the Strut Bases and Stub Columns

Assemble each anchor group using an 8mm-thick Masonite template of the base plate and the stirrups below the template to keep the anchor bars rigid.

Fix each anchor group firmly in its required position on a suspended kicker for the stub column.

Fix the remaining stirrup sets while using the base-plate template to fix the position of the anchor group.

4. ERECTION OF GANTRY

The contractor must make all arrangements for the collection of the pre-fabricated gantry sections from the Ebenezer Roads Depot (in Ebenezer Road, Green Point) and delivery to the site. Due care shall be taken in the handling of the various gantry sections in order to ensure that damage to the corrosion protection coating system is minimised.

Once on site, each stanchion is to be positioned, aligned and plumbed-up using three adjusting nuts as a tripod, after which the three corresponding H-D nuts are to be tightened, followed by final tightening of all the remaining nuts.

Each strut base-plate is to be positioned, aligned and plumbed-up using three adjusting nuts as a tripod, after which the three corresponding H-D nuts are to be tightened, followed by final tightening of all the remaining nuts.

Connect struts to stanchions and base-plates, and beam to stanchions. A final check is to be made on the fit, and horizontal and vertical alignment, before proceeding to the next step.

Each stub column is to be shuttered and cast in concrete of a pourable consistency. Sufficient concrete is to be introduced to completely fill the space under the base-plate, and it must be ensured that no cavities or air pockets remain. The concrete is to be introduced via the 60mmØ holes in the base-plate. After casting, the stub columns are to be left undisturbed for a minimum period of 3 days before stripping the shutters.

Finally, the eleven height restriction cylinders are to be suspended from the gantry using the chains and fixings supplied.

5. REINSTATEMENT OF KERB AND CHANNEL

Recover from stock and reinstate original kerb and channel sections to correct line and level, bedded and backed as described in the Drawings.

6. TOUCH-UP PAINT REPAIRS TO GANTRY

Any damage to the protective coating system caused by the handling of the gantry sections in the delivery and erection process shall be made good by the contractor. The coating system applied shall match the original system described below.

Pre-Treatment: Thorough cleaning with 'DEKRO GALV-O-CLEAN' to a waterbreak condition.

First Coat: One spray coat of 'DEKRO ADPRIME NO. 1 EPOXY PRIMER' to a dry-film thickness of 20 microns.

Second Coat: After the first coat has cured for a minimum of 16 hours, apply one spray coat of 'DEKRO POLYURETHANE ENAMEL' to a dry-film thickness of 25 microns.

Top coat: After the second coat has cured for a minimum of 16 hours, apply one spray coat of 'DEKRO POLYURETHANE ENAMEL' to a dry-film thickness of 25 microns.

Paint Colours: Each paint coat shall be of a sufficiently different colour so as to be able to distinguish

(This page need not be returned by the bidder when submitting the offer) between coats during paint application. The colour of the top coat shall be dark grey (SABS 1091-G13).

7. HEALTH AND SAFETY SPECIFICATION

Purpose

In terms of the Occupational Health and Safety Act, Act 85 of 1993 (OHS Act), and the Construction Regulations 2014, the client (the CCT) must provide the Contractor with a Health and Safety Specification to which the Contractor must respond with a Health and Safety Plan for approval by the client.

The purpose of this specification is to ensure that a Contractor entering into a contract with the CCT maintains an acceptable level of performance with regard to health and safety issues during the performance of the contract. In this regard the Health and Safety Specification forms an integral part of the contract and the principal Contractor shall ensure that any sub-Contractors and/or suppliers comply with the requirements of this specification.

Scope of Work

The scope of work is described in Section 2 above.

General

For the purpose of complying with the OHS Act and the Construction Regulations, all the work included in this scope shall be deemed to be 'construction work'. The Contractor shall apply all of the relevant regulations and requirements to the work methods and materials used.

The Contractor shall comply with the Occupational Health and Safety Act, Act 85 of 1993 (OHS Act), and in particular with its Construction Regulations, 2014, and in this regard shall enter into an agreement with the CCT undertaking to ensure that all work will be performed in such a manner as to comply with the aforementioned Act and Regulations (refer to Part E).

Where applicable, the Contractor shall give the required notice to the Provincial Department of Labour before commencement of any work on the Site. This notice shall include all information as required by the Construction Regulations and shall be signed by the Contractor and the CCT.

The Contractor shall ensure current registration and good standing with the Compensation Commissioner and shall provide evidence to this effect to the CCT.

It is the responsibility of the Contractor to provide for all costs and expenses related to the management of and compliance with the OHS Act and this specification.

Existing Site Conditions

The Contractor shall take into account, inter alia, the following existing conditions when complying with the OHS Act:

- Existing utility services;
- Existing Site conditions. The Contractor shall be deemed to have visited the site and examined the site conditions applicable for the Works;
- Access to the site;
- Traffic accommodation requirements;
- Surrounding land use;
- Anticipated weather conditions for the Cape Town area.

Design Information

Design information for safety planning purposes, such as design loads for structures, foundation conditions, etc. may be requested from the CCT if required.

Construction Materials

(This page need not be returned by the bidder when submitting the offer)

The materials to be used to construct the Works are described in the following:

1. This Project Specification
2. The Drawings

The Contractor shall take appropriate measures to manage the risks associated with the use of all the materials required to complete the Works, and shall, inter alia, implement all the precautionary measures provided by manufacturers and suppliers for the storage, use and application of materials used.

Working in the Vicinity of Public Roads

The requirements regarding the accommodation of vehicular and pedestrian traffic and working in the vicinity of public roads are to be noted by the Contractor, and provision is to be made to ensure the safety of all vehicular and pedestrian traffic at all times.

Environmental Conditions

The Contractor shall ensure compliance with all current environmental legislation applicable to the Works and the site.

Use of the Site by the CCT

Continued use of the site required by the CCT to maintain traffic flows or to allow work to be done by other Contractors or authorities is a requirement of this contract and the Contractor shall take due precaution in this regard.

Reporting of incidents

All incidents shall be reported strictly in accordance with the requirements of the OHS Act.

Health and Safety Plan

In compliance with the Construction Regulations the Contractor shall, after performing a risk assessment, prepare a health and safety plan for approval by the CCT.

The health and safety plan shall include, but not be limited to, the following:

The safety management structure, including the names of all designated persons, such as the construction supervisor and any other competent persons;

Safety method statements and procedures to be adopted to ensure compliance with the OHS Act and Construction Regulations. Aspects to be dealt with shall include:

- (a) Control of the movement of construction vehicles;
- (b) The storage and use of materials;
- (c) The use of tools, vehicles and plant;
- (d) Temporary support structures;
- (e) Dealing with working at height;
- (f) Security, access control and the exclusion of unauthorised persons;
- (g) Excavations left open overnight, or over weekends.
- (h) The provision and use of temporary services;
- (i) Safety equipment, devices and clothing to be employed;
- (j) Emergency procedures;
- (k) Provision of welfare facilities;
- (l) Induction and training;
- (m) Arrangements for monitoring and control to ensure compliance with the safety plan.

Audits by the CCT

The Contractor shall permit the CCT to audit, regularly and at an agreed interval, the implementation and maintenance of the approved health and safety plan; and shall co-operate and provide all the required documentation, as may be requested, in this regard.

Variations

Should any variations be ordered or design amendments be issued, the CCT's representative will inform the Contractor of all the associated potential hazards. The Contractor shall ensure that the health and safety aspects of the work ordered are taken into account in his or her health and safety plan.

Items Requiring Special Attention

The Contractor's attention is drawn specifically to presence of major underground services in close proximity to the Works and the need to exercise extreme caution when working in the vicinity thereof (Sections 2 and 7 above refer). The Contractor shall be responsible for renewing the existing wayleaves in his own name and shall abide by the safety conditions imposed by such wayleaves, permissions or permits.

➤ FORMS FOR CONTRACT ADMINISTRATION

17.1 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):

1. *Monthly Project Labour Report;*
2. *B-BBEE Sub-contract Expenditure Report;*
3. *Joint Venture Expenditure Report.*

17.2 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.

17.3 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.

17.4 The **B-BBEE Sub-contract Expenditure Report** is required for monitoring the prime contractor's compliance with the sub-contracting conditions of the **Preference Schedule**.

17.5 *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.*

➤ EMPLOYMENT OF SECURITY PERSONNEL

All security staff employed by the contractor on the site must be registered with Private Security Industry Regulatory Authority (PSiRA). Proof of such registration must be made available to the employer's agent upon request.

(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:

Add the following after clause 2.1.6:

2.1.6.1 CIDB registration

Suppliers must be registered with an active status with the CIDB, in a contractor grading designation equal to or higher than a contractor grading designation determined in accordance with the sum quoted, or a value determined in accordance with Regulation 25 (1B) or 25 (7A) of the Construction Industry Development Regulations, for a class of construction work as detailed on the General Quotation Information page.

Joint Ventures are eligible to submit quotations provided that:

- a) every member of the joint venture is registered with an active status with the CIDB;
- b) the lead partner has a contractor grading designation of not lower than one level below the required grading designation in the class of construction work as detailed on the General Quotation Information page; and
- c) the combined contractor grading designation calculated in accordance with the Construction Industry Development Regulations is equal to or higher than a contractor grading designation determined in accordance with the sum quoted for a class of construction work as detailed on the General Quotation Information page or a value determined in accordance with Regulation 25 (1B) or 25 (7A) of the Construction Industry Development Regulations.

Only those quotations submitted by suppliers who are compliant herewith at the closing date will be declared as responsive.

2.1.6.2 Key staff

As the work required in terms of this quotation is considered to be of a technically complex nature, requiring considerable expertise, it is essential that suitably qualified and experienced personnel be assigned to this project. The Supplier shall demonstrate recent experience of the key personnel related to specific aspects of this project detailed in the quotations. Aside from submitting a general CV for each of the key personnel Suppliers must submit a statement for each of the key personnel which highlights any particular fields of specialisation and experience that is relevant to this particular project. These statements must be appended to Schedule 10.

Key personnel will be expected to operate out of the local office, as the exigencies of this project require. The experience required shall be in the field of expertise required for the scope of the work of this quotations.

In order to be considered for an appointment in terms of this quotation, the supplier must have the following key personnel in its permanent employment at the closing time of the quotation.

- A foreman with at least 2 years' experience in related work
- Person certified in terms of NRS 040 as a Responsible Person. This person shall remain on site while any work is being executed

Only those quotations submitted by suppliers who are compliant herewith at the date of quotation submission will be declared as responsive.

2.1.6.3 Minimum score for functionality

In order to be considered for a contract in terms of this quotations, suppliers must achieve the minimum

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score for functionality as detailed on Shedule 11 of this quotation document.

The minimum score required for functionality as detailed on Shedule 11.

Where the entity submitting the quotation is a Joint Venture the quotation must be accompanied by a statement describing exactly what aspects of the work will be undertaken by each party to the joint venture.

Only those quotations submitted by suppliers who are compliant herewith at the date of quotation submission will be declared as responsive.

2.1.6.b Pre-qualification criteria for preferential procurement

Only those tenderers who meet the following pre-qualification criteria will be declared responsive:

1. a tenderer having a stipulated minimum B-BBEE status level of contributor of level ??;
2. an EME or QSE;

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 to Clause 3.5.1:

Other documentary requirements:

- e) Health and Safety Plan (Refer to the Health and Safety Specification in Part A)
- f) Occupational Health and Safety Agreement (Refer to Part E)

Add the following after clause 3.5.12:

3.5.13 Preserve boundary pegs, beacons and datum pegs; and should they become disturbed, have them replaced at their own expense.

Add the following after clause 3.6.7:

3.6.8 Hand over the project site to the **supplier** and point out boundary pegs on the date of possession

Add the following after 10:

Clause 10.1: Delivery Period of Goods

The delivery period for this contract will be 4 weeks

Add the following after clause 11.2:

Clause 11.2 (a): Amount of Public Liability Insurance

The amount required for each claim for public liability insurance for this contract is R 20 000 000.00

Add the following after clause 15.1:

Clause 15.2: Warranty Period

The warranty period for this contract will be 12 months

Add the following after clause 22:

Clause 22.1: Penalty for late delivery

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

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(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:**

Description: Resurface Toddlers Pools with tiles and repair entry-step at Parow North Swimming Pool, De Grendal road, Jan Burger Sports Complex, Parow North

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

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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**



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, handwriten 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 / w orks) 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 w orks) 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 w orks 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 w orks 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 w orker details correspond accurately w ith the w orker's ID document of w hich a **Certified copy must be kept for reporting.**

Jobseeker Database Reference Number

- 9 Unique number generated by Jobseekers system to confirm w orkers w ere sourced from the Jobseekers database operated by Subcouncils

New workers: Training: Reporting Threshold

- 10 A new w orker is one in respect of w hich a new employment contract is signed in the current month.
- 11 Refers to w ork 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 w ith the completed form in Microsoft Excel format.
- 15 Scanned copies of all applicable supporting documentation must be submitted along w ith each monthly project labour report. Copies of employment contracts and **Certified ID documents** are only required in respect of new w orkers.
- 16 If a computer is not available hardcopy forms and supporting documentation w ill be accepted.
- 17 Failure to adhere to reporting requirements may result in the w ithholding 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 w ith "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: BBEE 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

¹Documentary 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:

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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	Total value of partner's contribution (excl. VAT) ¹	Value of partner's contribution to date (excl. VAT) ¹	Value of partner's contribution as a percentage of the work executed to date
		A	B = A% x P*	C	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:

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**PART G
DRAWINGS**