


<b>REQUEST FOR QUOTATION (CONSTRUCTION WORKS)</b>		 CITY OF CAPE TOWN ISIXEKO SASEKAPA STAD KAAPSTAD	
<b>SUPPLY CHAIN MANAGEMENT: PROCUREMENT</b>			
SCM-459	Approved by Branch Manager: 1 February 2016	Version: 15	Page 1 of 27

<b>QUOTATION NUMBER: SB11800410</b>
<b>DESCRIPTION: Repairs to tripping lights at lovelife purple building</b>

**CLOSING DATE:** 13 November 2017

**CLOSING TIME:** 12H00

**QUOTATION BOX NUMBER:** 132

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

<b>QUOTATION SERIAL NO.:</b>
<b>SIGNATURES OF CITY OFFICIALS AT QUOTATION OPENING</b>
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 **EB** or higher

COMPULSORY CLARIFICATION MEETING : 09 November 2017 2017 AT 10H00

### VENUE FOR COMPULSORY CLARIFICATION

MEETING : LOVELIFE PURPLE BUILDING- LANGA - MENDI AVENUE .

QUOTATION SUBMISSION : Quotations must be placed in the **Quotation Box as per front cover** at the **Tender Submission Office**, 2<sup>nd</sup> 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: Welcome Mene

Tel. No.: 082 062 3974]

Email: [Welcome.Mene@capetown.gov.za](mailto:Welcome.Mene@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):

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

**(2) FORM OF OFFER**

**QUOTATION NUMBER: SB11800410**

**DESCRIPTION: REPAIRS TO TRIPPING LIGHTS AT LOVELIFE PURPLE BUILDING**

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

<b>Name of Entity*</b> (“the SUPPLIER”)	
<b>Trading as</b> (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

<b>INITIALS OF CITY OFFICIALS</b>		
<b>1</b>	<b>2</b>	<b>3</b>

### (3) PRICE SCHEDULE

#### REPAIRS TO TRIPPING LIGHTS AT LOVELIFE PURPLE BUILDING

ITEM	DESCRIPTION	UNIT	QUANTITY	RATE (Excl VAT)	PRICE (R)
1	Faulty finding to be conducted on Main Distribution Board	EA	1		
2	Replacement of circuit breakers,wiring	EA	1		
3	Faulty finding to be conducted on plugs and light (fittings and switches)	EA	1		
4	Replacement of faulty plugs,switches and light fittings	EA	1		
<b>SUB-TOTAL</b>					
<b>VAT @ 14%</b>					
<b>TOTAL PRICE (INCLUDING VAT)</b>					<b>R</b>

#### 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.

## (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 19<sup>th</sup> 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:

- 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 that a contract may not be awarded if the price offered is not market related;
- 4 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;
- 5 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, 2<sup>nd</sup> Floor (Concourse Level), Civic Centre, 12 Hertzog Boulevard, Cape Town (Tel 021 400 9242/3/4/5);
- 6 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);
- 7 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;
- 8 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;

- 9 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;
- 10 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
- 11 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<sup>a</sup> = 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<sup>t</sup> = 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 <sup>1</sup> <input type="checkbox"/>	<input type="checkbox"/>
Non-compliant contributor	<input type="checkbox"/>

<sup>1</sup> 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))

<b>For official use.</b>		
<b>SIGNATURE OF CITY OFFICIALS AT QUOTATION OPENING</b>		
1.	2.	3.

# DECLARATION OF INTEREST – STATE EMPLOYEES

1. No bid will be accepted from persons in the service of the state<sup>1</sup>.

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, shareholder<sup>2</sup>):.....

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 –
  - a. any municipal council;
  - b. any provincial legislature; or
  - c. 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.

<sup>2</sup> 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><b>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?</b></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><b>The Database of Restricted Suppliers now resides on the National Treasury's website(<a href="http://www.treasury.gov.za">www.treasury.gov.za</a>) and can be accessed by clicking on its link at the bottom of the home page.</b></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><b>The Register for Quotation Defaulters can be accessed on the National Treasury's website (<a href="http://www.treasury.gov.za">www.treasury.gov.za</a>) by clicking on its link at the bottom of the home page.</b></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:		
<b>Item</b>	<b>Question</b>	<b>Yes</b>	<b>No</b>
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 SB11800410**

**Description: REPAIRS TO TRIPPING LIGHTS AT LOVELIFE PURPLE BUILDING** 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**

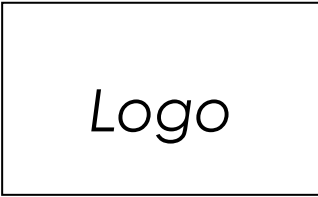
Suppliers must either attach proof of the following insurances required in terms of the General and Special Conditions of Contract to this schedule or submit an Insurance Broker's Warranty (see attached pro-forma on following page) attesting to their compliance herewith:

1. Public Liability Insurance (R5 MILLION)
2. Works Insurance
3. Motor Vehicle Insurance
4. 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.**

(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.:**                      **SB11800410**

**QUOTATION DESCRIPTION:**      **REPAIRS TO TRIPPING LIGHTS AT LOVELIFE PURPLE BUILDING**

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**

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

## **(11) FUNCTIONALITY**

NOT USED

(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)**

### **1. LOCATION OF SITE**

The site is [located at [**LOVELIFE PURPLE BUILDING – LANGA AREA – MENDI AVENUE**

### **2. SCOPE OF WORK**

1. Fault finding to be conducted on Main Distribution Board
2. Replacement of circuit breakers, wiring.
3. Fault finding to be conducted on plugs and light ( fittings and switches)
4. Replacement of faulty plugs,switches and light fittings
5. All rubble to be removed from site

## **(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.

### **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, 2<sup>nd</sup> 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 1 week

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 R5 MILLION

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 R500.00 per day



(This page need not be 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: W070170091**  
**Description: REPAIRS TO FLOODLIGHTS AT RYGERSDAL B-FIELD**

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 (OHS Act), 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 OHS Act and the Regulations, and to charge him or them with the duty of ensuring that the provisions of OHS Act 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 need not be 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