


REQUEST FOR QUOTATION (SERVICES)		 CITY OF CAPE TOWN ISIXEKO SASEKAPA STAD KAAPSTAD	
SUPPLY CHAIN MANAGEMENT: PROCUREMENT			
SCM-554	Approved by Branch Manager: 01/02/2016	Version: 9	Page 1 of 39

QUOTATION NUMBER: [SC11800021]
DESCRIPTION: [Erf clearing and removal of illegal dumping and nuisance on overgrown properties, within City of Cape Town - (Tygerberg - area 3)]

CLOSING DATE: [30/10/2017]

CLOSING TIME: 12:00PM

QUOTATION BOX NUMBER: [153]

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

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

GENERAL QUOTATION INFORMATION

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

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

COMPULSORY CLARIFICATION MEETING : 24/10/2017 @ 11:00AM

VENUE FOR COMPULSORY CLARIFICATION

MEETING : [CAPE TOWN CIVIC CENTRE, 13TH FLOOR,
4BAY SIDE, MAIN BOARDROOM]

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

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

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

No late quotations will be accepted under any circumstances.

CCT REPRESENTATIVE

[Athi Nxusani]

[Tel. No. 021 4002243]

[Email: athi.nxusani@caprtown.gov.za]

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

INDEX	
RETURNABLE SCHEDULES	
(All schedules must be completed and returned by the supplier when submitting the offer)	
1	Details of Supplier
2	Form of Offer
3	Price Schedule
4	Preference Schedule
5	Declaration of Interest – State Employees
6	Conflict of Interest Declaration
7	Declaration of Supplier's Past Supply Chain Management Practices
8	Certificate of Independent Quotation Determination
9	Proof of Insurances / Insurance Broker's Warranty
11	Functionality TO BE COMPLETED
IMPORTANT QUOTATION INFORMATION	
(These parts need not be returned by the supplier when submitting the offer)	
A	Project Specification
B	Quotation Conditions
C	Special Conditions of Contract
D	General Conditions of Contract
E	Occupational Health and Safety Agreement
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

(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: | SC11800021 |

DESCRIPTION: | **ERF CLEARING AND REMOVAL OF ILLEGAL DUMPING AND NUISANCE ON OVERGROWN PROPERTIES, WITHIN CITY OF CAPE TOWN (Tygerberg - AREA 3)** |

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:

- a) confirms that it has examined the documents listed in the Index (including Schedules and Annexures) and has accepted all the Quotation Conditions;
- b) 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;
- c) 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:
 - 1. terms and conditions stipulated in this contract document;
 - 2. specifications stipulated in this quotations document; and
 - 3. at the prices as set out in the Price Schedule.
- d) 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

SC11800021

(Tygerberg) AREA 3

ITEM	DESCRIPTION OF OPERATION	UNIT	PRICE (Excl. VAT)		
			QUANTITY	RATE PER UNIT (R)	AMOUNT (R)
1	Cutting of light vegetation				
1.1	The cutting of light vegetation (grass, shrubs etc) <u>includes removal and disposal of vegetation and all other combustible materials to an area between 100 m² to 500 m².</u>	Per m ²	1		
1.2	The cutting of light vegetation (grass, shrubs etc) <u>includes removal and disposal of vegetation and all other combustible materials to an area between 500 m² to 1000 m².</u>	Per m ²	1		
1.3	The cutting of light vegetation (grass, shrubs etc) <u>includes removal and disposal of vegetation and all other combustible materials to an area between 1000 m² to 2000 m².</u>	Per m ²	1		
1.4	The cutting of light vegetation (grass, shrubs etc) <u>includes removal and disposal of vegetation and all other combustible materials to an area between 2000 m² to 5000 m².</u>	Per m ²	1		
1.5	The cutting of light vegetation (grass, shrubs etc) <u>includes removal and disposal of vegetation and all other combustible materials to an area between 5000 m² to 10 000 m².</u>	Per m ²	1		
1.6	The cutting of light vegetation (grass, shrubs etc) <u>includes removal and disposal of vegetation and all other combustible materials to an area between 10 000 m² to 20 000 m².</u>	Per m ²	1		
1.7	The cutting of light vegetation (grass, shrubs etc) <u>includes removal and disposal of vegetation and all other combustible materials to area between 20 000 m² to 40 000 m².</u>	Per m ²	1		
1.8	Creating a buffer zone of 50m between the residential area and the overgrown area by the cutting of vegetation (grass, shrubs etc) <u>includes removal and disposal of vegetation and all other combustible materials for an area exceeding 40 000 square meters in extent.</u>	Per m ²	1		

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

2	Cutting of trees on level ground				
2.2	Cutting of trees smaller than 1m in height <u>including removal</u> and disposal of vegetation on level ground including all other combustible materials.	Per tree	1		
2.3	Cutting of trees larger than 1m in height and heavy duty work(chain saw) <u>including removal</u> and disposal of vegetation on level ground including all other combustible materials.	Per tree	1		
2.4	Cutting of extra large trees and heavy duty work (chain saw) <u>including removal</u> and disposal of vegetation on level ground including all other combustible materials.	Per tree	1		
3	Cutting of trees on <u>sloped ground</u>				
3.1	Cutting of trees smaller than 1m in height <u>including removal</u> and disposal of vegetation on sloped ground including all other combustible materials.	Per tree	1		
3.2	Cutting of trees larger than 1m in height and heavy duty work(chain saw) <u>including removal</u> and disposal of vegetation on sloped ground including all other combustible materials.	Per tree	1		
3.3	Cutting of extra large trees and heavy duty work(chain saw) <u>including removal</u> and disposal of vegetation on sloped ground including all other combustible materials.	Per tree	1		
4	Pruning of trees				
4.1	Pruning of trees smaller than 1m <u>includes removal</u> and disposal of vegetation and all other combustible materials.	Per tree	1		
4.2	Pruning of trees lager than 1m <u>includes removal</u> and disposal of vegetation and all other combustible materials.	Per tree	1		
4.3	Pruning of extra large trees <u>includes removal</u> and disposal of vegetation and all other combustible materials.	Per tree	1		
5	Illegal dumping				
5.1	Removal of Illegal Dumping	Per m ³	1		

NOTE: All rates to include dumping fees, and vendor to quote on all items . Pricing should include Plant, Equipment and Health and Safety Requirements.

CoCT Area Map:



Pricing Instructions:

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

(4) PREFERENCE SCHEDULE

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.

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.

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

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:

- 17 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;
- 18 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;
- 19 accept that a contract may not be awarded if the price offered is not market related;
- 20 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;
- 21 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);
- 22 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);
- 23 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;
- 24 accept that suppliers are required to be registered on the City of Cape Town's Supplier Database prior to the acceptance of quotations in order to qualify for preference points. The CCT will verify the B-BBEE level of contributor of the supplier as at the closing date for submission of quotation offers, to determine the number of preference points to be awarded to the supplier. In the case of Consortiums/Joint Ventures which quote as unincorporated entities, a verified scorecard submitted with the quotation and valid as at the closing date will be used to determine the number of preference points to be awarded to the supplier;
- 25 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

(This page must be completed and returned by the bidder when submitting the offer)
intended sub-contractors are exempted micro enterprises that have the capability and ability to execute the sub-contract works;

- 26 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
- 27 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:

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

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.

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"/>

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

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

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.

(5) DECLARATION OF INTEREST – STATE EMPLOYEES

- No bid will be accepted from persons in the service of the state¹.
- Any person, having a kinship with persons in the service of the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid. In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons connected with or related to persons in service of the state, it is required that the supplier or their authorised representative declare their position in relation to the evaluating/adjudicating authority.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

3.13.1 If yes, furnish particulars.

.....

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

YES / NO

3.14.1 If yes, furnish particulars:

.....

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

Full Name	Identity Number	State Employee Number
[]	[]	[]
[]	[]	[]
[]	[]	[]
[]	[]	[]
[]	[]	[]

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

Signature

Date

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

'MSCM Regulations: "in the service of the state" means to be –
 1. a member of –
 a. any municipal council;
 b. any provincial legislature; or
 c. the national Assembly or the national Council of provinces;

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

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

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

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** [**SC11800021**]
Description: **ERF CLEARING AND REMOVAL OF ILLEGAL DUMPING AND NUISANCE ON OVERGROWN PROPERTIES, WITHIN CITY OF CAPE TOWN (Tygerberg - AREA 3)** in response to the call for quotations made by the City of Cape Town, do hereby make the following statements, which I certify to be true and complete in every respect.

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

That:

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

Signature

Date

Name (PRINT)

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

(* Consortium: a Joint Venture or Consortium means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract.)

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

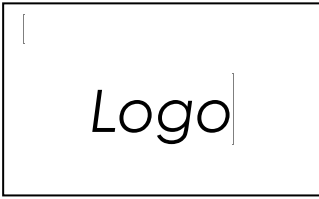
Proof of Insurances

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

1. Public Liability Insurance for this contract is |R 2000000.00
7. Motor Vehicle Insurance |
2. Registration or insurance in terms of the Compensation for Occupational Injuries and Diseases Act, Act 130 of 1993.
3. |

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.: | **SC11800021** |

QUOTATION DESCRIPTION: | **ERF CLEARING AND REMOVAL OF ILLEGAL DUMPING AND NUISANCE ON
OVERGROWN PROPERTIES, WITHIN CITY OF CAPE TOWN (Tygerberg - AREA 3)** |

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)

(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.

Weighting on Functionality:

Evaluation Area	Evaluation Criteria	POINTS
Equipment/Vehicles/Tools (Quantity)	<ul style="list-style-type: none"> • Ride on Mowers: • 1= 2 points • 2+ 4 points 	4
	<ul style="list-style-type: none"> • Tractor and attachments: • 1-2 = 5 points • 3-5 = 10 points • 5+ = 12 points 	12
	<ul style="list-style-type: none"> • Brushcutter/Weedeater: • 1-5 = 5 points • 6-10 = 10 points • 10+ = 15 points 	15
	<ul style="list-style-type: none"> • Vehicles-Trucks, LDV's, etc: • 1-3= 4 points • 4+ = 8 points 	10
	<ul style="list-style-type: none"> • Hand Tools[brooms, spades, rakes,etc]: • 1-10 = 3 points • 10+ = 5 points 	3
	TOTAL	44
	Experience (Years)	Years experience in similar contracts:
<ul style="list-style-type: none"> • 1-2 years 		2
<ul style="list-style-type: none"> • 3-5 years 		4
<ul style="list-style-type: none"> • 6 + years 		5
Value of previous contracts completed:		
<ul style="list-style-type: none"> • 1 x R50,000 		1
<ul style="list-style-type: none"> • 3 x R50,000 		3
<ul style="list-style-type: none"> • 5 x R50,000 		5
<ul style="list-style-type: none"> • 1 x R500,000 		5
<ul style="list-style-type: none"> • 2 x R500,000 		7
<ul style="list-style-type: none"> • 3 x R500,000 		9
<ul style="list-style-type: none"> • 1 x R1,000,000 		13
<ul style="list-style-type: none"> • 2 x R1,000,000 	15	
TOTAL	20	
Staff particulars	<ul style="list-style-type: none"> • Number of Management/Admin • 1 = 2 points • 2 = 3 points • 2+ = 5 points 	5
	<ul style="list-style-type: none"> • Number of Supervisors 	7

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

Evaluation Area	Evaluation Criteria	POINTS
(Numbers)	<ul style="list-style-type: none"> • 1 = 2 points • 2-3= 5 points • 3+ = 7 points 	
	<ul style="list-style-type: none"> • Number of Drivers/Operators • 1-5 = 5 points • 6-10= 7 points • 10+ = 10 points 	10
	<ul style="list-style-type: none"> • Number of Workers • 1-3= 2 points • 4-7= 4 points • 7+ = 6 points 	6
	TOTAL	28
Health and Safety (Information)	<ul style="list-style-type: none"> • Risk identification 	2
	<ul style="list-style-type: none"> • Risk analysis & evaluation 	2
	<ul style="list-style-type: none"> • Safe work procedure plan 	2
	<ul style="list-style-type: none"> • Monitoring plan 	2
	TOTAL	8
	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 **70** 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:

- Refer to attached criteria for functionality

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

(11) (continued)
ANNEXURE 'B': 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 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 .

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

- Refer to attached criteria for functionality

(a)

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

(A) SPECIFICATION(S)

FORMS FOR CONTRACT ADMINISTRATION (where applicable)

- 1.1 The supplier shall complete, sign and submit with each monthly statement for payment, the following updated returns (the format of which are attached as Annexures to this document):
1. Monthly Project Labour Report;
 2. B-BBEE Sub-contract Expenditure Report;
 3. Joint Venture Expenditure Report.
- 1.2 The Monthly Project Labour Report must include details of all labour (including that of sub-contractors) that are South African citizens earning less than R350.00 per day, as adjusted from time to time (excluding any benefits), who are employed on a temporary or contract basis on this contract in the month in question.
- 1.3 In addition to the Monthly Project Labour Report the Supplier shall simultaneously furnish the CCT with copies of the employment contracts entered into with such labour, together with certified copies of identification documents as well as evidence of payments to such labour in the form of copies of payslips or payroll runs. If the worker is paid in cash or by cheque, this information must be recorded on the envelope and the worker must acknowledge receipt of payment by signing for it and proof of such acknowledgement shall be furnished to the CCT. The Monthly Project Labour Reports shall be completed and submitted in accordance with the instructions therein.
- 1.4 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**.
- 1.5 *The Joint Venture Expenditure Report is required for monitoring the joint venture's/consortium/partnership compliance with the percentage contributions of the partners as quoted, where the joint venture/consortium/partnership has been awarded preference points in respect of its consolidated B-BBEE scorecard.*

Definitions:

"identified properties" means a property that has been identified by an authorized official of the Council as a property to be cleared in terms of the provisions of the relevant legislation or by-laws.

"clearing of property" means the clearing of unsightly, neglected and overgrown properties "Combustible material" means dry vegetative material.

"Illegal Dumping" means garden litter, rubbish, waste material, rubble, scrap metal, article or thing, disused machinery, motor cars or other vehicles, as well as the disused parts thereof, refuse from any building operations, or any refuse capable of being deposited on any land or premises, including new or used building materials not necessarily required in connection with bona fide building operations actually in progress on any land, and includes any solid, liquid or gas which is or may become a nuisance or which materially interferes with the ordinary comfort of the public.

(AS REFERRED TO SPECIFICATIONS CONTAINED IN PRICING SCHEDULE)

1 ITEMS 1, 2, 3 and 4:

1.1 The cutting of all vegetation and the pruning of cultivated trees, shrubs and plants excludes trees protected in terms of the Forest Act, e.g. Milkwood and Yellow wood trees. However, such trees may require pruning if it constitutes a fire hazard.

1.2 The removal of pruned/cut vegetation, garden refuse, waste, paper, plastic, bottles and combustible material, etc. from the properties to the utmost satisfaction of the Council.

1.3 City Health must be contacted prior to clearing of any Medical Waste dumping.

1.4 All grass, weed, bushes, etc must be cut off at a height not exceeding 100mm.

1.5 Trees shall be trimmed by removing all low hanging branches to a height of 1,8 m.

1.6 All edges up to the property boundaries including sidewalks and verges, where applicable, must be trimmed.

1.7 The actual extent of the infestation (overgrown) area must be determined during an onsite inspection where the relevant official determines the extent of the actual area requiring clearing.

2 ITEM 5 – Dumping

2.1 Collection and disposal of all illegal dumped material to a registered dumping site.

2.2 Rate per m³

3. General (All Categories)

Tenderers have to:

3.1 Submit full details of available equipment and implements that will be used for the clearing of properties.

3.2 Should one or more of the equipment offered in this tender submission break or become out of order, the contractor must ensure that similar alternative equipment will be available.

3.3 Undertake to continue with the clearing during the December/January holiday period, without interruption.

3.4 This tender EXCLUDES the selective clearing of specific declared weeds and plant invader species in environmentally sensitive and/ or Natural areas.

3.5 Photos of Properties

3.5.1 Photo's are to be taken prior to commencement as well as immediately after conclusion of clearing of property/erf.

3.5.2 Photo's (prior and conclusion) are to be taken from the same vantage point/angel.

3.5.3 The photo must be taken in such a manner as to clearly identify the relevant property/erf.

3.5.4 Proof of time and date of photo to be provided if so requested.

3.5.5 Photos must be submitted with invoices.

3.5.6 The Contractor will be responsible for their own security in certain areas in order to protect their workers.

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

3.6 Inspection will be done before the commencement of the contract to verify compliance with quantities.

3.7 A typical scenario (fictitious project) will be used to determine the rand value for evaluation purposes.

4 Timeframes:

- a) Site inspections must be conducted within 5 work days after notification.
- b) Quotations must be provided to the relevant office within 3 work days after site inspections.
- c) The work must be completed within 5 work days after receiving work orders.
- d) Invoices must be submitted within 5 work days prior to the next procurement pay run.

(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 Key staff

It is essential that an experienced supervisor be assigned to this project. The Supplier shall demonstrate recent experience of the supervisor related to specific aspects of this project detailed in the quotations. A general CV for each of the key personnel showing experience that is relevant to this particular project must be submitted and attached 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 supervisor with substantial experience in tree cutting and pruning.

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

2.1.6.2 Minimum score for functionality

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

2.1.6.3 Entity Requirements

In order to be considered for a contract in terms of this quotations, suppliers must comply with the registration / accreditation requirements as detailed on Shedule 12 of this quotation document.

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:

- a) a tenderer having a stipulated minimum B-BBEE status level of contributor of level ;
- b) an EME or QSE;

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

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 | | Codes of Good Practise for Broad Based Black Economic Empowerment.

(C) SPECIAL CONDITIONS OF CONTRACT

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

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

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

ADDITIONAL SPECIAL CONDITIONS OF CONTRACT

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

Clause 3: General Obligations

Add the following after clause 3.5.12:

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

Add the following after clause 3.6.7:

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

Clause 10.1: Delivery Period of Goods

The delivery period for this contract will be [12 months]

Clause 11: Insurance

Add the following after clause 11.2 (a)

1. The amount required for each claim for public liability insurance for this contract is [R 20 000 000]

Clause 15.2: Warranty Period

The warranty period for this contract will be 12 months]

Clause 22.1: Penalty for late delivery

The penalty applicable to this contract will be [R500.00] per day

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

(D) GENERAL CONDITIONS OF CONTRACT

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

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

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

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

(E) OCCUPATIONAL HEALTH AND SAFETY AGREEMENT

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

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

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

In respect of **Quotation Number: SC11800021**

DESCRIPTION - ERF CLEARING AND REMOVAL OF ILLEGAL DUMPING AND NUISANCE ON OVERGROWN PROPERTIES, WITHIN CITY OF CAPE TOWN (Tygerberg - AREA 3):

I,,
representing

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

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

COID ACT Registration Number: _____

OR Compensation Insurer: _____ Policy No.: _____

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

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

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

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

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

Witness

Mandataray

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

Witness

for and on behalf of
City of Cape Town

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

PART F

CONTRACT MONITORING DOCUMENTS

Annex 1 – Monthly Project Labour Report

Annex 2 – B-BBEE Sub-Contract Expenditure Report

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

ANNEX 1

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



CITY OF CAPE TOWN
ISIXEKO SASEKAPA
STAD KAAPSTAD

Instructions for completing and submitting this form

General

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

Project Details

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

Workers Details and Work Information

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

Jobseeker Database Reference Number

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

New workers : Training : Reporting Threshold

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

Submission of Forms

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

PROJECT DETAILS

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

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

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

MONTHLY PROJECT LABOUR REPORT



WORKER DETAILS AND WORK INFORMATION

CONTRACT OR WORKS PROJECT NUMBER:	Year	Month	of

No.	(8) First name	(8) Surname	(8) ID number	(9) Jobseeker Database Reference Number	(10) New Worker (Y/N)	Gender (M/F)	Disabled (Y/N)	(11) No of days worked this month (excl. training)	(12) No of training days this month (with stipend)	(13) Rate of pay per day (R - c)
1										
2										
3										
4										
5										
6										
7										
8										
9										
10										
11										
12										
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14										
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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	
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Name of Sub-contractor (list all)	B-BBEE Status Level of supplier ¹	Total value of Sub-contract (excl. VAT) ¹	Value of Sub-contract work to date (excl. VAT) ¹	Value of Sub-contract work to Sub-contractors with a lower B-BBEE Status Level than supplier
Sub-contractor A		R	R	R
Sub-contractor B		R	R	R
Sub-contractor C		R	R	R

¹ Documentary evidence to be provided	Total: R
	Expressed as a percentage of P* %

Signatures

Declared by supplier to be true and correct: _____

Date: _____

Verified by CCT Project Manager: _____

Date: _____

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 B = A% x P*	Value of partner's contribution to date (excl. VAT) ¹ C	Value of partner's contribution as a percentage of the work executed to date D = C/P*x100
A		A		C	D
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:

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Date:

Verified by CCT Project Manager:

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Date: