



**TENDER REFERENCE:
ROC 11 2023/24**

**TENDER FOR THE EXCAVATION, RE-OPENING AND CLOSING OF
GRAVES, WITH OTHER SPECIFIED FUNCTIONS, FOR ALL CEMETERIES IN
THE CITY OF TSHWANE, AS AND WHEN REQUIRED FOR A 3 YEAR
PERIOD.**

VOLUME 1

A Tender for category 3CE or higher CIDB registered contractors.

ISSUED BY:	PREPARED BY:
The Divisional Head <u>Supply Chain Management Unit</u> Tshwane House 320 Madiba Street Pretoria CBD 0002 Tel: 012 358 6070	The Group Head <u>Regional Operations and Coordination</u> P O Box 440 PRETORIA 0001 Tel: (012) 358 4041
Registered Name of Tenderer:	
Trading Name of Tenderer:	
Registration No. of Entity:	
Contact Person:	CoT Vendor No (Where Applicable):
Tel. No:	E-Mail Address:
Cell No:	Fax No:

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ROC 11 2023/ 24 Tender for the for the excavation, re-opening and closing of graves, with other functions, for all cemeteries in the City of Tshwane, as and when required for a 3-year period.

PORTION 1: TENDER

PART T1: TENDER PROCEDURES

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T1.1 TENDER NOTICE AND INVITATION TO TENDER

ROC 11 2023/24

CITY OF TSHWANE

REGIONAL OPERATIONS & COORDINATION

TENDER FOR THE EXCAVATION, RE-OPENING AND CLOSING OF GRAVES, WITH OTHER SPECIFIED FUNCTIONS, FOR ALL CEMETERIES IN THE CITY OF TSHWANE, AS AND WHEN REQUIRED FOR A 3 YEAR PERIOD.

Tenders are hereby invited for the above work.

A Tender for category 3CE or higher CIDB registered contractors.

The preferential points to be used will be the 80/20 points system in terms of the Preferential Procurement Policy Framework Act, 2000 (Act 5 of 2000) Regulations 2022.

The system comprises of the following elements:

- **80 points for price**
- **20 points for specific goals**

Tender documents are downloadable on National Treasury e-tender website (www.etenders.gov.za) and the City's Website (www.tshwane.gov.za).

The arrangements for a compulsory clarification meeting are as stated in the tender notice and invitation to tender;

Date: 9 October 2023 at 10:00

Venue: Eersterust Civic Centre,

Corner Hans Coverdale Road West and PS Fourie Drive,

Eersterust

The lowest or any tender will not necessarily be accepted, and the Municipality reserves the right to accept any tender as a whole or in part or no tender.

Tenders must remain valid for a period of 90 days after the closing date for the submission of tenders, during which period a tender may not be amended or withdrawn and may be accepted at any time by the Municipality.

The closing time for receipt of tenders is: **26 October 2023 at 10:00am**

Tenders will be received on the closing date and time shown, must be enclosed in sealed envelopes bearing the applicable tender heading and reference number, as well as the closing time and due date, and must be addressed **to the Divisional Head, SUPPLY CHAIN MANAGEMENT, PRETORIA, 0001** and must be submitted in the tender box situated at Tshwane House, 320 Madiba Street, Pretoria CBD, 0002.

<u>ENQUIRIES:</u>	Project Coordinator	Wouter Koekemoer
	Tel (Office):	012- 358 1496
	E-Mail:	wouterk@tshwane.gov.za

SUPPLY CHAIN EQUIRIES:	Contact:	Relebogile Malatswane
	Telephone:	012 358 2732
	E mail:	RelebogileM@tshwane.gov.za

Mr. Johann Mettler
CITY MANAGER

ROC 11 2023/ 24 Tender for the for the excavation, re-opening and closing of graves, with other functions, for all cemeteries in the City of Tshwane, as and when required for a 3-year period.

T1.2 TENDER DATA

The conditions of tender are the Standard Conditions of Tender as contained in **Annexure C of Standard for Uniformity in Engineering and Construction Works Contracts (Board Notice 423 Government Gazette No 42622 of 8 August 2019)**, bound into Section T1.2

The Standard Conditions of Tender makes several references to the Tender Data. The Tender Data shall have precedence in the interpretation of any ambiguity or inconsistency between it and the Standard Conditions of Tender to which it mainly applies.

CLAUSE NUMBER		TENDER DATA
C.1.1	Actions	The Employer is City of Tshwane Metropolitan Municipality
C.1.2	Tender Documents	<p>Volume 1: <u>Tender Document</u></p> <p>THE TENDER</p> <p>Part T1: Tendering Procedures</p> <p>T1.1 – Tender Notice and Invitation to Tender</p> <p>T1.2 – Tender data</p> <p>T1.2 – Standard Conditions of Tender</p> <p>Part T2: Returnable documents</p> <p>T2.1 – List of returnable documents</p> <p>T2.2 – Returnable schedules</p> <p>THE CONTRACT</p> <p>Part C1: Agreements and contract data</p> <p>C1.1 – Form of offer and acceptance</p> <p>C1.2 – Contract data</p> <p>Part C2: Pricing Data Schedule</p> <p>C2.1 – Pricing Instruction</p> <p>C2.2 – Pricing Schedule</p> <p>Part C3: Scope of work</p> <p>C3 – Scope of work</p> <p>ANNEXURES</p>
C.1.3	Interpretation	Add the following new clause:
C.1.3.4		<i>The tender documents have been drafted in English. The contract arising from the invitation to tender shall be interpreted and construed in English</i>
C.1.4	Communication and Project Coordinator/ Deputy Directors - Regional Project Managers. (Employer's Agent(s))	<p>ROC Department Project Coordinator:</p> <p>Wouter Koekemoer (WouterK@TSHWANE.GOV.ZA)</p> <p>Deputy Directors (Regional Project Managers):</p> <p>Region 1: Tsholofelo D. Morolong (TsholofeloMalo@TSHWANE.GOV.ZA)</p> <p>Region 2: Thabo A. Mogapaesi (ThaboMog@TSHWANE.GOV.ZA)/ Tom G.B. Smith (TomS@TSHWANE.GOV.ZA)</p> <p>Region 3: Tshepo Mompei (TshepoM@TSHWANE.GOV.ZA)/ Marius Dicks (MariusD@TSHWANE.GOV.ZA)</p> <p>Region 4: Mpho Mafela (Mpho Mafela (MphoMa@TSHWANE.GOV.ZA)</p> <p>Region 5: Kenneth M. Phakoago (KennethPh@TSHWANE.GOV.ZA)</p> <p>Region 6: Christine Myburg (ChristineMy@Tshwane.gov.za/ Abie K. Motsubela (AbieM@Tshwane.gov.za)</p> <p>Region 7: Raesetja M. Mbewe (RaesetjaS@TSHWANE.GOV.ZA)</p> <p>* Deputy Director means the person appointed as the Deputy Director responsible for Sport and Recreational Services in the respective Region or the</p>

CLAUSE NUMBER	TENDER DATA
	person appointed to act on his/her behalf is a delegate of the Regional Head with the responsibility to ensure that the terms and conditions stipulated in the tender are honoured by the Tenderer.
C.2.1 Eligibility	<p>It is a mandatory requirement that tenderers must submit the following:</p> <p>Only those tenderers who are registered with the CIDB or are capable of being so prior to the evaluation of submissions, in a contract grading designation equal to or higher than a contractor grading designation determined in accordance with the sum tendered for a <u>3CE or higher class of construction work</u>, are eligible to submit tenders.</p> <p>Joint Ventures are eligible to submit tenders provided that:</p> <ol style="list-style-type: none"> every member of a joint venture is registered with the CIDB within 10 days of the closing date of tenderers; the lead partner has a contractor grading designation in the <u>2CE or higher class of construction work</u>; and <p>The combined contractor grading designation calculated in accordance with the Construction Industry Development Regulations is equal to or higher than a contractor designation in accordance with the sum tendered for a <u>3CE or higher class of construction work</u> or a value determined in accordance with Regulation 25(1B) or 25(7A) of the Construction Industry Development Regulations.</p>
C.2.2 Cost of Tendering	The employer <u>will not</u> compensate the tenderer for any costs incurred in attending interviews or making any submissions in the office of the employer.
C.2.5 Reference Documents	<p>Add the following:</p> <p>Unless specified otherwise in this document, the following standards and conditions of contract will be applicable under this Contract:</p> <ul style="list-style-type: none"> The document <i>“Standard Specifications for Municipal Civil Engineering Works”, Third Edition, 2005</i> issued by the Divisional Head: Roads and Stormwater of the City of Tshwane. <p>This document is obtainable free of charge on the website www.tshwane.gov.za.</p> <ul style="list-style-type: none"> The latest print version as current at 30 days before close of tenders of the document <i>“General Conditions of Contract for Construction Works 3rd Edition, 2015”</i> including corrections thereto as current at 30 days before close of tenders, as published by the <i>South African Institution of Civil Engineering</i>. <p>The document may be purchased in hard copy from the <i>South African Institution of Civil Engineering</i> or may be purchased online as an electronic reference document in PDF format by following the relevant links on www.saice.org.za. The corrections may be downloaded from the SAICE website www.saice.org.za.</p>
C.2.7 Clarification meeting	<p>The arrangements for a <u>compulsory</u> clarification meeting are as stated in the tender notice and invitation to tender.</p> <p>Confirmation of attendance will be recorded on site in the attendance register to be signed by all tenderers. Addenda will be issued to and tenders received from those tendering entities appearing on the attendance register.</p> <p>Tender documents will not be made available at the clarification meeting</p>
C.2.8 Seek clarification	<u>Replace</u> the clause with the following:

ROC 11 2023/ 24 Tender for the for the excavation, re-opening and closing of graves, with other functions, for all cemeteries in the City of Tshwane, as and when required for a 3-year period.

CLAUSE NUMBER	TENDER DATA
	<p><i>Request clarification of the tender documents, if necessary, by notifying the employer at least 7 (seven) working days before the closing time stated in the tender data.</i></p> <p>The document is downloadable on the National Treasury website (www.etenders.gov.za) and City of Tshwane website (www.tshwane.gov.za)</p>
C.2.9 Insurance	<p>Add the following to the clause</p> <p>Be aware that the extent of insurance to be provided by the Employer (if any) might not be for the full cover required in terms of the conditions of contract identified in the contract data. The tenderer is advised to seek qualified advice regarding insurance.</p>
C.2.12 Alternative offers	No alternative tender offers will be considered.
C.2.13 Submitting a tender offer C.2.13.3	<ul style="list-style-type: none"> • The tender offer <u>shall be completed in non-erasable black ink</u> • Any entry made by the tenderer in the document which the tenderer desires to change, <u>shall not be erased or painted out</u>. A line shall be drawn through the incorrect entry and the correct entry shall be written above in <u>non-erasable black ink</u> and the <u>full signature</u> of the tenderer shall be placed next to the correction. <p>Parts of each tender offer communicated on paper shall be submitted as an original tender Document</p> <p>Each tenderer is required to submit the <u>fully completed and signed</u> tender submission document, attached to the original tender submission documents, adequately identifiable as belonging to the tenderer.</p>
C.2.13.4	<p>Add the following to the clause</p> <p><i>Only authorised signatories may sign the original and all copies of the tender offer where required.</i></p> <p><i>In the case of a ONE-PERSON CONCERN submitting a tender, this shall be clearly stated.</i></p> <p><i>In the case of a COMPANY submitting a tender, include a copy of a <u>resolution by its board of directors</u> authorising a director or other official of the company to sign the documents on behalf of the company.</i></p> <p><i>In the case of a CLOSE CORPORATION submitting a tender, include a copy of a <u>resolution by its members</u> authorising a member or other official of the corporation to sign the documents on each member's behalf.</i></p> <p><i>In the case of a PARTNERSHIP submitting a tender, <u>all the partners</u> shall sign the documents, unless one partner or a group of partners has been authorised to sign on behalf of each partner, in which case <u>proof of such authorisation</u> shall be included in the Tender.</i></p> <p><i>In the case of a JOINT VENTURE/CONSORTIUM submitting a tender, include <u>a resolution of each company</u> of the joint venture together with a <u>resolution by its members</u> authorising a member of the joint venture to sign the documents on behalf of the joint venture.</i></p> <p><u>Accept that failure to submit proof of authorisation to sign the tender shall result in the tender offer being regarded as non-responsive.</u></p>
C.2.13.5	<p>The identification details are:</p> <p>Tender/Reference ROC 11 2023/24</p> <p>Tender Description: TENDER FOR THE EXCAVATION, RE-OPENING AND CLOSING OF GRAVES, WITH OTHER SPECIFIED FUNCTIONS, FOR ALL CEMETERIES IN THE CITY OF TSHWANE, AS</p>

CLAUSE NUMBER	TENDER DATA
	<p align="right">AND WHEN REQUIRED FOR A 3 YEAR PERIOD.</p> <p>Closing Time: 10:00</p> <p>Closing Date: 26 October 2023</p> <p>Each tender shall be enclosed in a sealed envelope, bearing the correct identification details and shall be submitted (HAND DELIVERED) at:</p> <p>Supply Chain Management Tshwane House 320 Madiba Street Pretoria CBD 0002</p> <p>Please note that the tender box is open 24 hours Please ensure that all required compliance documents are included upon submission as no additional documents will be requested from bidders after closing.</p>
C.2.13.9	Telephonic, telegraphic, telex, facsimile or e-mailed offers will <u>not</u> be accepted.
C.2.13.10	<p>Add the following sub- clause C.2.13.10:</p> <p><i>Accept that all conditions, which are printed or written upon any stationery used by the Tenderer for the purpose of or in connection with the submission of a tender offer for this Contract, which are in conflict with the conditions laid down in this document shall be waived, renounced and abandoned.</i></p>
C.2.14 Information and data to be completed in all respects	<p>Add the following to the clause:</p> <p><i>The Tenderer is required to enter information in the following sections of the document:</i></p> <p>Section T2 : Returnable Schedules Section C1 : Form of Offer and Acceptance Section C1 : Contract Data Section C2 : Price Schedule</p> <p><i>The above sections shall be signed by the Tenderer (and witnesses where required). Individual pages should only be initialled by the successful Tenderer and by the witnesses after acceptance by the Employer of the Tender Offer.</i></p> <p><i>The Tenderer shall complete and sign the Form of Offer prior to the submission of a Tender Offer.</i></p> <p><i>The Schedule of Deviations (if applicable) shall be signed by the successful Tenderer after acceptance by the Employer of the Tender Offer.</i></p> <p><i>Accept that failure on the part of the Tenderer to submit any one of the Returnable Documents listed in Part T2 – Returnable Documents within the period stipulated, shall be just cause for the Employer to consider the tender offer as being regarded as non-responsive.</i></p> <p><i>Accept that the Employer shall in the evaluation of tender offers take due account of the Tenderer’s past performance in the execution of similar engineering works of comparable magnitude, and the degree to which he possesses the necessary technical, financial and other resources to enable him to complete the Works successfully within the contract period.</i></p>

CLAUSE NUMBER	TENDER DATA
	<i>Satisfy the Employer and the Engineer as to his ability to perform and complete the Works timeously, safely and with satisfactory quality, and furnish details in Part T2 – Returnable Documents.</i>
C.2.15 Closing time	The closing time for submission of tender offers is stated in the tender notice and invitation to tender.
C.2.16 Tender offer validity C.2.16.5	The tender offer validity period is 90 days . Add the following new clause <i>If the tender validity period expires on a Saturday, Sunday or public holiday, the tender offer shall remain valid and open for acceptance until closure of business on the following working day.</i>
C.2.16.6	Add the following new clause: <i>Accept that should the Tenderer unilaterally withdraw his tender during the tender validity period, the Employer shall, without prejudice to any other rights he may have, be entitled to accept any less favourable tender for the Works from those received, or to call for fresh tenders, or to otherwise arrange for execution of the Works, and the Tenderer shall pay on demand any additional expense incurred by the Employer on account of the adoption of the said courses, as well as either the difference in cost between the tender withdrawn (as corrected in terms of clause 3.9 of the Conditions of Tender) and any less favourable tender accepted by the Employer, or the difference between the tender withdrawn (as corrected) and the cost of execution of the Works by the Employer as well as any other amounts the Employer may have to pay to have the Works completed</i>
C.2.18 Provide other material	The tenderer shall, when requested by the employer to do so, submit the names of all management and supervisory staff that will be employed to supervise the labour-intensive portion of the works together with satisfactory evidence that such staff members satisfy the eligibility requirements.
C.2.19 Inspections, tests and analysis	Add the following at the end of the clause: <i>....or upon written request.</i>
C.2.20 Submit securities, bonds, policies, etc.	The tenderer is required to submit with his tender proof of his Professional Indemnity Insurance.
C.2.23 Certificates	Refer to Part T2 of this procurement document for a list of the documents that are to be returned with the tender.
C.2.24 <i>Canvassing and obtaining of additional information by tenderers</i>	<i>The Tenderer shall not make any attempt either directly or indirectly to canvass any of the Employer's officials or the Project Coordinator or Deputy Directors (Regional Project Managers)/ Employer's Agent in respect of his tender, after the opening of the tenders but prior to the Employer arriving at a decision thereon.</i> <i>The Tenderer shall not make any attempt to obtain particulars of any relevant information, other than that disclosed at the opening of tenders</i>
C.2.25 <i>Prohibitions on awards to persons in service of the state</i>	Add the following new clause <i>The Employer is prohibited to award a tender to a person -</i> a) <i>who is in the service of the state; or</i> b) <i>if that person is not a natural person, of which any director, manager, principal shareholder or stakeholder is a person in the service of the state; or</i> c) <i>a person who is an advisor or consultant contracted with the municipality or municipal entity.</i> <i>In the service of the state means to be -</i>

CLAUSE NUMBER	TENDER DATA
	<p>a) <i>a member of:-</i></p> <ul style="list-style-type: none"> • <i>any municipal council;</i> • <i>any provincial legislature; or</i> • <i>the National Assembly or the National Council of Provinces;</i> <p>b) <i>a member of the board of directors of any municipal entity;</i></p> <p>c) <i>an official of any municipality or municipal entity;</i></p> <p>d) <i>an employee of any national or provincial department;</i></p> <p>e) <i>provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act No.1 of 1999);</i></p> <p>f) <i>a member of the accounting authority of any national or provincial public entity; or</i></p> <p>g) <i>an employee of Parliament or a provincial legislature.</i></p> <p>In order to give effect to the above, the questionnaire for the declaration of interests in the tender of persons in service of state in part T2 of this procurement document must be completed</p>
<p>C.2.26 <i>Awards to close family members of persons in the service of the state</i></p>	<p>Add the following new clause</p> <p><i>Accept that the notes to the Employer's annual financial statements must disclose particulars of any award of more than R2000 to a person who is a spouse, child or parent of a person in the service of the state (defined in clause F2.25), or has been in the service of the state in the previous twelve months, including -</i></p> <ul style="list-style-type: none"> a) <i>the name of that person;</i> b) <i>the capacity in which that person is in the service of the state; and</i> c) <i>the amount of the award.</i> <p>In order to give effect to the above, the questionnaire for the declaration of interests in the tender of persons in service of state in part T2 of this procurement document must be completed.</p>
<p>C.2.27 <i>Vendor registration</i></p>	<p>Add the following new clause</p> <p><i>The contractor will be required to register as a supplier/ service provider on the City of Tshwane's vendor register before any payment can be done.</i></p> <p><i>If the tenderer is already registered as a vendor, it is required to record the vendor number in space provided on the cover page of this Tender document.</i></p> <p><i>Vendor registration documents are available from the Procurement Advice Centre or can be downloaded from:</i> https://www.tshwane.gov.za/sites/business/RegistrationofSuppliers/pages/registration-of-suppliers.aspx</p> <p><i>All parties of a joint venture or consortium submitting a tender shall comply with the requirements of this clause.</i></p>
<p>C.2.28 <i>Tax</i></p>	<p>Add the following new clause</p> <p><i>National Treasury SCM Instruction no. 7 of 2017/18 clause 4 application during SCM Processes state that:</i></p> <p><i>The designated official(s) must verify the tenderer's tax compliance status prior to the finalisation of the award of the tender or price quotation.</i></p> <p><i>Where the recommended tenderer is not tax compliant, the tenderer should be notified of their non- compliant status and the tenderer must be requested to submit to the municipality or municipal entity, within 7 working days, written proof from South African Revenue Services of their tax compliance status or proof from SARS that they have made an arrangement to meet their outstanding tax obligations. The proof of tax compliance status</i></p>

CLAUSE NUMBER		TENDER DATA
		<p><i>submitted by the tenderer to the municipality or municipal entity must be verified via the Central Supplier Database or eFiling</i></p> <p><i>Accept that the tenderer will be rejected if such tenderer fails to provide proof of tax compliance status in terms of clause 4.2 of National Treasury SCM Instruction no. 7 of 2017/18</i></p>
C.3.1	Respond to requests from the tenderer	
C.3.1.1		The employer will respond to requests for clarification up to 7 (seven) working days before the tender closing time.
C.3.4	Opening of tender submissions	Upon request tenders will be opened immediately after the closing time for tenders. Bidders are also requested to refer to the City's website where there closing register will be published
C.3.11	Evaluation of tender offers	The tender will be evaluated in 3 stages namely: Stage 1: Administrative compliance Stage 2: Mandatory requirements Stage 3: Preferential Point System
C.3.11.1	General	In terms of Regulation 4(2); 5(2); 6(2) and 7(2) of the Preferential Procurement Regulations, preference points must be awarded for specific goals stated in the tender. For the purposes of this tender the tenderer will be allocated points based on the goals stated in C3.11 below supported by proof/ documentation stated in the conditions of this tender.
C.3.11.2	Method: Method of evaluation	<p>Add the following new clause:</p> <p><i>The procedure for the evaluation of responsive tender is Method 2.</i></p> <ul style="list-style-type: none"> • Stage 1: Administrative compliance • Stage 2: Mandatory • Stage 3: Preference Points System
C.3.11.3	80/20 Preference Point System	<p>Add the following new clause:</p> <p><i>The 80/20 preference point system for acquisition of services, works or goods up to Rand value of R50 million:</i></p> <p>(a) <i>The following formula must be used to calculate the points for price in respect of tenders (including price quotation) with a Rand value equal to, or above R 30 000 and up to Rand value of R50 000 000 (all applicable taxes included):</i></p> $(b) P_s = 80 \left[1 - \left(\frac{P_t - P_{min}}{P_{min}} \right) \right]$ <p>Where</p> <p>P_s = Points scored for comparative price of tender or offer under consideration;</p> <p>P_t = Comparative price of tender or offer under consideration; and</p> <p>P_{min} = Comparative price of lowest acceptable tender or offer.</p>

CLAUSE NUMBER	TENDER DATA															
	<p>(c) An Employer of state may apply the formula in paragraph (i) for price quotations with a value less than R 30 000, if and when appropriate.</p> <p>(d) Subject to subparagraph (c), points must be awarded to a tender for attaining the B-BBEE status level of contributor in accordance with the table below:</p> <p>(e) A maximum of 20 specific goals may be allocated in accordance with the SCM policy</p> <p>(f) The points scored for the specific goal must be added to the points scored for price and the total must be rounded off to the nearest two decimal places.</p> <p>(g) Subject to section 2(1)(f) of the Act, the contract must be awarded to the tenderer scoring the highest points.</p> <p>20 points for Specific goals (service provider to submit the certified copy of the specific goals). Refer to the table below:</p> <table><tr><th>Specific goals</th><th>80/20 preference point system</th><th>Proof of specific goals to be submitted</th></tr><tr><td>BB-BEE score of companies<ul style="list-style-type: none">Level 1Level 2Level 3Level 4Level 5Level 6Level 7Level 8Non-compliant</td><td><ul style="list-style-type: none">8 Points7 Points6 Points5 Points4 Points3 Points2 Points1 Point0 Points</td><td>Valid Certified copy of BBBEE certificate. Sworn Affidavit for B-BBEE qualifying small enterprise or Exempt Micro Enterprises or CIPC BBBEE certificate.</td></tr><tr><td>EME and/ or QSE</td><td>2 Points</td><td>Valid Sworn affidavit for B-BBEE qualifying small enterprise or Exempt Micro Enterprises or CIPC BBBEE certificate</td></tr><tr><td>At least 51% of Women-owned companies</td><td>2 Points</td><td>Certified copy of Identity Document/s and proof of ownership (Sworn affidavit for B-BBEE qualifying small enterprise or Exempt Micro Enterprises, CIPC registration or any other proof of ownership)</td></tr><tr><td>At least 51% owned companies by People with disability</td><td>2 Points</td><td>Medical Certificate with doctor's details (Practice Number, Physical Address, and contact numbers) and proof of ownership (Sworn affidavit for B-BBEE qualifying small enterprise or Exempt Micro Enterprises,</td></tr></table>	Specific goals	80/20 preference point system	Proof of specific goals to be submitted	BB-BEE score of companies <ul style="list-style-type: none">Level 1Level 2Level 3Level 4Level 5Level 6Level 7Level 8Non-compliant	<ul style="list-style-type: none">8 Points7 Points6 Points5 Points4 Points3 Points2 Points1 Point0 Points	Valid Certified copy of BBBEE certificate. Sworn Affidavit for B-BBEE qualifying small enterprise or Exempt Micro Enterprises or CIPC BBBEE certificate.	EME and/ or QSE	2 Points	Valid Sworn affidavit for B-BBEE qualifying small enterprise or Exempt Micro Enterprises or CIPC BBBEE certificate	At least 51% of Women-owned companies	2 Points	Certified copy of Identity Document/s and proof of ownership (Sworn affidavit for B-BBEE qualifying small enterprise or Exempt Micro Enterprises, CIPC registration or any other proof of ownership)	At least 51% owned companies by People with disability	2 Points	Medical Certificate with doctor's details (Practice Number, Physical Address, and contact numbers) and proof of ownership (Sworn affidavit for B-BBEE qualifying small enterprise or Exempt Micro Enterprises,
Specific goals	80/20 preference point system	Proof of specific goals to be submitted														
BB-BEE score of companies <ul style="list-style-type: none">Level 1Level 2Level 3Level 4Level 5Level 6Level 7Level 8Non-compliant	<ul style="list-style-type: none">8 Points7 Points6 Points5 Points4 Points3 Points2 Points1 Point0 Points	Valid Certified copy of BBBEE certificate. Sworn Affidavit for B-BBEE qualifying small enterprise or Exempt Micro Enterprises or CIPC BBBEE certificate.														
EME and/ or QSE	2 Points	Valid Sworn affidavit for B-BBEE qualifying small enterprise or Exempt Micro Enterprises or CIPC BBBEE certificate														
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At least 51% owned companies by People with disability	2 Points	Medical Certificate with doctor's details (Practice Number, Physical Address, and contact numbers) and proof of ownership (Sworn affidavit for B-BBEE qualifying small enterprise or Exempt Micro Enterprises,														

ROC 11 2023/ 24 Tender for the for the excavation, re-opening and closing of graves, with other functions, for all cemeteries in the City of Tshwane, as and when required for a 3-year period.

CLAUSE NUMBER		TENDER DATA		
				CIPC registration or any other proof of ownership
		At least 51% owned companies by Youth	2 Point	Certified copy of Identity Document/s and proof of ownership (Sworn affidavit for B-BBEE qualifying small enterprise or Exempt Micro Enterprises, CIPC registration or any other proof of ownership
		Local Economic Participation <ul style="list-style-type: none"> City of Tshwane Gauteng National 	4 Points 2 Points 1 Point	Municipal Account statement/Lease agreement.
C.3.13	Acceptance of Tender Offer	Tender offers will only be accepted if: <ul style="list-style-type: none"> a.) the tenderer has complied in full with the all eligibility criteria; b.) the tenderer is able to provide proof of tax compliance status in terms of clause 4.2 of National Treasury SCM Instruction no. 7 of 2017/18; c.) the tenderer is not in arrears for more than 3 months with municipal rates and taxes and municipal service charges; d.) the tenderer or any of its directors is not listed on the Register of Tender Defaulters in terms of the Prevention and Combating of Corrupt Activities Act of 2004 as a person prohibited from doing business with the public sector; e.) the tenderer has not: <ul style="list-style-type: none"> i) abused the Employer's Supply Chain Management System; or ii) failed to perform on any previous contract and has been given a written notice to this effect. f.) the tenderer has completed the Compulsory Enterprise Questionnaire and there are no conflicts of interest which may impact on the tenderer's ability to perform the contract in the best interests of the employer or potentially compromise the tender process and persons in the employ of the state are permitted to submit tenders or participate in the contract; g.) the tenderer is registered and in good standing with the compensation fund or with a licensed compensation insurer. 		
C.3.17	Copies of Contract	One signed copy of contract shall be provided by the Employer to the successful Tenderer.		

T1.3 STANDARD CONDITIONS OF TENDER

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C.1 General

C.1.1 Actions

C.1.1.1 The Employer and each tenderer submitting a tender offer shall comply with these conditions of tender. In their dealings with each other, they shall discharge their duties and obligations as set out in C.2 and C.3, timeously and with integrity, and behave equitably, honestly and transparently, comply with all legal obligations and not engage in anticompetitive practices.

C.1.1.2 The Employer and the tenderer and all their agents and employees involved in the tender process shall avoid conflicts of interest and where a conflict of interest is perceived or known, declare any such conflict of interest, indicating the nature of such conflict. Tenderers shall declare any potential conflict of interest in their tender submissions. Employees, agents and advisors of the Employer shall declare any conflict of interest to whoever is responsible for overseeing the procurement process at the start of any deliberations relating to the procurement process or as soon as they become aware of such conflict, and abstain from any decisions where such conflict exists or recuse themselves from the procurement process, as appropriate.

Note: 1) *A conflict of interest may arise due to a conflict of roles which might provide an incentive for improper acts in some circumstances. A conflict of interest can create an appearance of impropriety that can undermine confidence in the ability of that person to act properly in his or her position even if no improper acts result.*

2) *Conflicts of interest in respect of those engaged in the procurement process include direct, indirect or family interests in the tender or outcome of the procurement process and any personal bias, inclination, obligation, allegiance or loyalty which would in any way affect any decisions taken.*

C.1.1.3 The Employer shall not seek and a tenderer shall not submit a tender without having a firm intention and the capacity to proceed with the contract.

C.1.2 Tender Documents

The documents issued by the Employer for the purpose of a tender offer are listed in the tender data.

C.1.3 Interpretation

C.1.3.1 The tender data and additional requirements contained in the tender schedules that are included in the returnable documents are deemed to be part of these conditions of tender.

C.1.3.2 These conditions of tender, the tender data and tender schedules which are only required for tender evaluation purposes, shall not form part of any contract arising from the invitation to tender.

C.1.3.3 For the purposes of these conditions of tender, the following definitions apply:

a) **conflict of interest** means any situation which:

- i) someone in a position of trust has competing professional or personal interests which make it difficult to fulfil his or her duties impartially;
- ii) an individual or organisation is in a position to exploit a professional or official capacity in some way for their personal or corporate benefit; or
- iii) incompatibility or contradictory interests exist between an employee and the organisation which employs that employee.

b) **comparative offer** means the price after the factors of a non-firm price and all unconditional discounts it can be utilised to have been taken into consideration;

c) **corrupt practice** means the offering, giving, receiving or soliciting of anything of value to influence the action of the Employer or his staff or agents in the tender process;

d) **fraudulent practice** means the misrepresentation of the facts in order to influence the tender process or the award of a contract arising from a tender offer to the detriment of the Employer, including collusive practices intended to establish prices at artificial levels;

C.1.4 Communication and Employer's agent

Each communication between the Employer and a tenderer shall be to or from the Employer's agent only, and in a form that can be readily read, copied and recorded. Communications shall be in the English language. The Employer shall not take any responsibility for non-receipt of communications from or by a tenderer. The name and contact details of the Employer's agent are stated in the tender data.

C.1.5 Cancellation and re-invitation of tenders

C.1.5.1 An organ of state may, prior to the award of the tender, cancel the tender if-

- (a) due to changed circumstances, there is no longer a need for the services, works or goods requested; or
- (b) funds are no longer available to cover the total envisaged expenditure;
- (c) no acceptable tenders are received; or
- (d) there is a material irregularity in the tender process.

C.1.5.2 The decision to cancel the tender must be published in the same manner in which the original tender invitation was advertised.

C.1.5.3 An Employer may only with the prior approval of the relevant treasury cancel a tender invitation for a second time.

C.1.6 Procurement procedures

C.1.6.1 General

Unless otherwise stated in the tender data, a contract will, subject to C.3.13, be concluded with the tenderer who in terms of C.3.11 is the highest ranked or the tenderer scoring the highest number of tender evaluation points, as relevant, based on the tender submissions that are received at the closing time for tenders.

C.1.6.2 Competitive negotiation procedure

C.1.6.2.1 Where the tender data require that the competitive negotiation procedure is to be followed, tenderers shall submit tender offers in response to the proposed contract in the first round of submissions. Notwithstanding the requirements of C.3.4, the Employer shall announce only the names of the tenderers who make a submission. The requirements of C.3.8 relating to the material deviations or qualifications which affect the competitive position of tenderers shall not apply.

C.1.6.2.2 All responsive tenderers, or not less than three responsive tenderers that are highest ranked in terms of the evaluation method and evaluation criteria stated in the tender data, shall be invited in each round to enter into competitive negotiations, based on the principle of equal treatment and keeping confidential the proposed solutions and associated information.

Notwithstanding the provisions of C.2.17, the Employer may request that tenders be clarified, specified and fine-tuned in order to improve a tenderer's competitive position provided that such clarification, specification, fine-tuning or additional information does not alter any fundamental aspects of the offers or impose substantial new requirements which restrict or distort competition or have a discriminatory effect.

C.1.6.2.3 At the conclusion of each round of negotiations, tenderers shall be invited by the Employer to revise their tender offer based on the same evaluation criteria, with or without adjusted weightings. Tenderers shall be advised when they are to submit their best and final offer.

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C.1.6.2.4 The contract shall be awarded in accordance with the provisions of C.3.11 and C.3.13 after tenderers have been requested to submit their best and final offer.

C.1.6.3 Proposal procedure using the two stage-system

C.1.6.3.1 Option 1

Tenderers shall in the first stage submit technical proposals and, if required, cost parameters around which a contract may be negotiated. The Employer shall evaluate each responsive submission in terms of the method of evaluation stated in the tender data, and in the second stage negotiate a contract with the tenderer scoring the highest number of evaluation points and award the contract in terms of these conditions of tender.

C.1.6.3.2 Option 2

C.1.6.3.2.1 Tenderers shall submit in the first stage only technical proposals. The Employer shall invite all responsive tenderers to submit tender offers in the second stage, following the issuing of procurement documents.

C.1.6.3.2.2 The Employer shall evaluate tenders received during the second stage in terms of the method of evaluation stated in the tender data, and award the contract in terms of these conditions of tender.

C.2 Tenderer's obligations

C.2.1 Eligibility

C.2.1.1 Submit a tender offer only if the tenderer satisfies the criteria stated in the tender data and the tenderer, or any of his principals, is not under any restriction to do business with Employer.

C.2.1.2 Notify the Employer of any proposed material change in the capabilities or formation of the tendering entity (or both) or any other criteria which formed part of the qualifying requirements used by the Employer as the basis in a prior process to invite the tenderer to submit a tender offer and obtain the Employer's written approval to do so prior to the closing time for tenders.

C.2.1.3 Only those tenderers who can submit all mandatory requirements under Form RD.D.1 are eligible to submit a tender.

C.2.2 Cost of tendering

C.2.2.1 Accept that, unless otherwise stated in the tender data, the Employer will not compensate the tenderer for any costs incurred in the preparation and submission of a tender offer, including the costs of any testing necessary to demonstrate that aspects of the offer complies with requirements.

C.2.2.2 The cost of the tender documents charged by the Employer shall be limited to the actual cost incurred by the Employer for printing the documents. Employers must attempt to make available the tender documents on its website so as not to incur any costs pertaining to the printing of the tender documents.

C.2.3 Check documents

Check the tender documents on receipt for completeness and notify the Employer of any discrepancy or omission.

C.2.4 Confidentiality and copyright of documents

Treat as confidential all matters arising in connection with the tender. Use and copy the documents issued by the Employer only for the purpose of preparing and submitting a tender offer in response to the invitation.

C.2.5 Reference documents

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Obtain, as necessary for submitting a tender offer, copies of the latest versions of standards, specifications, conditions of contract and other publications, which are not attached but which are incorporated into the tender documents by reference.

C.2.6 Acknowledge addenda

Acknowledge receipt of addenda to the tender documents, which the Employer may issue, and if necessary apply for an extension to the closing time stated in the tender data, in order to take the addenda into account.

C.2.7 Clarification meeting

Attend, where required, a clarification meeting at which tenderers may familiarize themselves with aspects of the proposed work, services or supply and raise questions. Details of the meeting(s) are stated in the tender data.

C.2.8 Seek clarification

Request clarification of the tender documents, if necessary, by notifying the Employer at least five (5) working days before the closing time stated in the tender data.

C.2.9 Insurance

Be aware that the extent of insurance to be provided by the Employer (if any) might not be for the full cover required in terms of the conditions of contract identified in the contract data. The tenderer is advised to seek qualified advice regarding insurance.

C.2.10 Pricing the tender offer

C.2.10.1 Include in the rates, prices, and the tendered total of the prices (if any) all duties, taxes except Value Added Tax (VAT), and other levies payable by the successful tenderer, such duties, taxes and levies being those applicable 14 days before the closing time stated in the tender data.

C.2.10.2 Show VAT payable by the Employer separately as an addition to the tendered total of the prices.

C.2.10.3 Provide rates and prices that are fixed for the duration of the contract and not subject to adjustment except as provided for in the conditions of contract identified in the contract data.

C.2.10.4 State the rates and prices in Rand unless instructed otherwise in the tender data. The conditions of contract identified in the contract data may provide for part payment in other currencies.

C.2.11 Alterations to documents

Do not make any alterations or additions to the tender documents, except to comply with instructions issued by the Employer, or necessary to correct errors made by the tenderer. All signatories to the tender offer shall initial all such alterations.

C.2.12 Alternative tender offers

C.2.12.1 Unless otherwise stated in the tender data, submit alternative tender offers only if a main tender offer, strictly in accordance with all the requirements of the tender documents, is also submitted as well as a schedule that compares the requirements of the tender documents with the alternative requirements that are proposed.

C.2.12.2 Accept that an alternative tender offer may be based only on the criteria stated in the tender data or criteria otherwise acceptable to the Employer.

C.2.12.3 An alternative tender offer may only be considered in the event that the main tender is the winning tender.

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C.2.13 Submitting a tender offer

- C.2.13.1** Submit one tender offer only, either as a single tendering entity or as a member in a joint venture to provide the whole of the works, services or supply identified in the contract data and described in the scope of works, unless stated otherwise in the tender data.
- C.2.13.2** Return all returnable documents to the Employer after completing them in their entirety, either electronically (if they were issued in electronic format) or by writing legibly in non-erasable ink.
- C.2.13.3** Submit the parts of the tender offer communicated on paper as an original plus the number of copies stated in the tender data, with an English translation of any documentation in a language other than English, and the parts communicated electronically in the same format as they were issued by the Employer.
- C.2.13.4** Sign the original and all copies of the tender offer where required in terms of the tender data. The Employer will hold all authorized signatories liable on behalf of the tenderer. Signatories for tenderers proposing to contract as joint ventures shall state which of the signatories is the lead partner whom the Employer shall hold liable for the purpose of the tender offer.
- C.2.13.5** Seal the original and each copy of the tender offer as separate packages marking the packages as "ORIGINAL" and "COPY". Each package shall state on the outside the Employer's address and identification details stated in the tender data, as well as the tenderer's name and contact address.
- C.2.13.6** Where a two-envelope system is required in terms of the tender data, place and seal the returnable documents listed in the tender data in an envelope marked "financial proposal" and place the remaining returnable documents in an envelope marked "technical proposal". Each envelope shall state on the outside the Employer's address and identification details stated in the tender data, as well as the tenderer's name and contact address.
- C.2.13.7** Seal the original tender offer and copy packages together in an outer package that states on the outside only the Employer's address and identification details as stated in the tender data.
- C.2.13.8** Accept that the Employer will not assume any responsibility for the misplacement or premature opening of the tender offer if the outer package is not sealed and marked as stated.
- C.2.13.9** Accept that tender offers submitted by facsimile or e-mail will be rejected by the Employer, unless stated otherwise in the tender data.

C.2.14 Information and data to be completed in all respects

Accept that tender offers, which do not provide all the data or information requested completely and in the form required, may be regarded by the Employer as non-responsive.

C.2.15 Closing time

- C.2.15.1** Ensure that the Employer receives the tender offer at the address specified in the tender data not later than the closing time stated in the tender data. Accept that proof of posting shall not be accepted as proof of delivery.
- C.2.15.2** Accept that, if the Employer extends the closing time stated in the tender data for any reason, the requirements of these conditions of tender apply equally to the extended deadline.

C.2.16 Tender offer validity

- C.2.16.1** Hold the tender offer(s) valid for acceptance by the Employer at any time during the validity period stated in the tender data after the closing time stated in the tender data.
- C.2.16.2** If requested by the Employer, consider extending the validity period stated in the tender data for an agreed additional period with or without any conditions attached to such extension.

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C.2.16.3 Accept that a tender submission that has been submitted to the Employer may only be withdrawn or substituted by giving the Employer's agent written notice before the closing time for tenders that a tender is to be withdrawn or substituted. If the validity period stated in C.2.16 lapses before the Employer evaluating tender, the Contractor reserves the right to review the price based on Consumer Price Index (CPI).

C.2.16.4 Where a tender submission is to be substituted, submit a substitute tender in accordance with the requirements of C.2.13 with the packages clearly marked as "SUBSTITUTE".

C.2.17 Clarification of tender offer after submission

Provide clarification of a tender offer in response to a request to do so from the Employer during the evaluation of tender offers. This may include providing a breakdown of rates or prices and correction of arithmetical errors by the adjustment of certain rates or item prices (or both). No change in the competitive position of tenderers or substance of the tender offer is sought, offered, or permitted.

Note: *Sub-clause C.2.17 does not preclude the negotiation of the final terms of the contract with a preferred tenderer following a competitive selection process, should the Employer elect to do so.*

C.2.18 Provide other material

C.2.18.1 Provide, on request by the Employer, any other material that has a bearing on the tender offer, the tenderer's commercial position (including notarized joint venture agreements), preferencing arrangements, or samples of materials, considered necessary by the Employer for the purpose of a full and fair risk assessment.

Should the tenderer not provide the material, or a satisfactory reason as to why it cannot be provided, by the time for submission stated in the Employer's request, the Employer may regard the tender offer as non-responsive.

C.2.18.2 Dispose of samples of materials provided for evaluation by the Employer, where required.

C.2.19 Inspections, test and analysis

Provide access during working hours to premises for inspections, tests and analysis as provided for in the tender data.

C.2.20 Submit securities, bonds and policies

If requested, submit for the Employer's acceptance before formation of the contract, all securities, bonds, guarantees, policies and certificates of insurance required in terms of the conditions of contract identified in the contract data.

C.2.21 Check final draft

Check the final draft of the contract provided by the Employer within the time available for the Employer to issue the contract.

C.2.22 Return of other tender documents

If so instructed by the Employer, return all retained tender documents within 28 days after the expiry of the validity period stated in the tender data.

C.2.23 Certificates

Include in the tender submission or provide the Employer with any certificates as stated in the tender data.

C.3 The Employer's undertakings

C.3.1 Respond to requests from the tenderer

C.3.1.1 Unless otherwise stated in the Tender Data respond to a request for clarification received up to five (5) working days before the tender closing time stated in the Tender Data and notify all tenderers who collected tender documents.

C.3.1.2 Consider any request to make a material change in the capabilities or formation of the tendering entity (or both) or any other criteria which formed part of the qualifying requirements used to prequalify a tenderer to submit a tender offer in terms of a previous procurement process and deny any such request if as a consequence:

- a) an individual firm, or a joint venture as a whole, or any individual member of the joint venture fails to meet any of the collective or individual qualifying requirements;
- b) the new partners to a joint venture were not prequalified in the first instance, either as individual firms or as another joint venture; or
- c) in the opinion of the Employer, acceptance of the material change would compromise the outcome of the prequalification process.

C.3.2 Issue addenda

If necessary, issue addenda that may amend or amplify the tender documents to each tenderer during the period from the date that tender documents are available until three (3) working days before the tender closing time stated in the Tender Data. If, as a result a tenderer applies for an extension to the closing time stated in the Tender Data, the Employer may grant such extension and, shall then notify all tenderers who collected tender documents.

C.3.3 Return late tender offers

Return tender offers received after the closing time stated in the Tender Data, unopened, (unless it is necessary to open a tender submission to obtain a forwarding address), to the tenderer concerned.

C.3.4 Opening of tender submissions

C.3.4.1 Unless the two-envelope system is to be followed, open valid tender submissions in the presence of tenderers' agents who choose to attend at the time and place stated in the tender data. Tender submissions for which acceptable reasons for withdrawal have been submitted will not be opened.

C.3.4.2 Announce at the meeting held immediately after the opening of tender submissions, at a venue indicated in the tender data, the name of each tenderer whose tender offer is opened and, where applicable, the total of his prices, number of points claimed for its BBBEE status level and time for completion for the main tender offer only.

C.3.4.3 Make available the record outlined in C.3.4.2 to all interested persons upon request.

C.3.5 Two-envelope system

C.3.5.1 Where stated in the tender data that a two-envelope system is to be followed, open only the technical proposal of valid tenders in the presence of tenderers' agents who choose to attend at the time and place stated in the tender data and announce the name of each tenderer whose technical proposal is opened.

C.3.5.2 Evaluate functionality of the technical proposals offered by tenderers, then advise tenderers who remain in contention for the award of the contract of the time and place when the financial proposals will be opened. Open only the financial proposals of tenderers, who score in the functionality evaluation more than the minimum number of points for functionality stated in the tender data, and announce the score obtained for the technical proposals and the total price and any points claimed on BBBEE status level.

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Return unopened financial proposals to tenderers whose technical proposals failed to achieve the minimum number of points for functionality.

C.3.6 Non-disclosure

Not disclose to tenderers, or to any other person not officially concerned with such processes, information relating to the evaluation and comparison of tender offers, the final evaluation price and recommendations for the award of a contract, until after the award of the contract to the successful tenderer.

C.3.7 Grounds for rejection and disqualification

Determine whether there has been any effort by a tenderer to influence the processing of tender offers and instantly disqualify a tenderer (and his tender offer) if it is established that he engaged in corrupt or fraudulent practices.

C.3.8 Test for responsiveness

C.3.8.1 Determine, after opening and before detailed evaluation, whether each tender offer properly received:

- a) complies with the requirements of these Conditions of Tender,
- b) has been properly and fully completed and signed, and
- c) is responsive to the other requirements of the tender documents.

C.3.8.2 A responsive tender is one that conforms to all the terms, conditions, and specifications of the tender documents without material deviation or qualification. A material deviation or qualification is one which, in the Employer's opinion, would:

- a) detrimentally affect the scope, quality, or performance of the works, services or supply identified in the Scope of Work,
- b) significantly change the Employer's or the tenderer's risks and responsibilities under the contract, or
- c) affect the competitive position of other tenderers presenting responsive tenders, if it were to be rectified.

Reject a non-responsive tender offer, and not allow it to be subsequently made responsive by correction or withdrawal of the non-conforming deviation or reservation.

C.3.9 Arithmetical errors, omissions and discrepancies

C.3.9.1 Check responsive tenders for discrepancies between amounts in words and amounts in figures. Where there is a discrepancy between the amounts in figures and the amount in words, the amount in words shall govern.

C.3.9.2 Check the highest ranked tender or tenderer with the highest number of tender evaluation points after the evaluation of tender offers in accordance with C.3.11 for:

- a) the gross misplacement of the decimal point in any unit rate;
- b) omissions made in completing the pricing schedule or bills of quantities; or
- c) arithmetic errors in:
 - i) line item totals resulting from the product of a unit rate and a quantity in bills of quantities or schedules of prices; or
 - ii) the summation of the prices.

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C.3.9.3 Notify the tenderer of all errors or omissions that are identified in the tender offer and either confirm the tender offer as tendered or accept the corrected total of prices.

C.3.9.4 Where the tenderer elects to confirm the tender offer as tendered, correct the errors as follows:

- a) If bills of quantities or pricing schedules apply and there is an error in the line item total resulting from the product of the unit rate and the quantity, the line item total shall govern and the rate shall be corrected. Where there is an obviously gross misplacement of the decimal point in the unit rate, the line item total as quoted shall govern, and the unit rate shall be corrected.
- c) Where there is an error in the total of the prices either as a result of other corrections required by this checking process or in the tenderer's addition of prices, the total of the prices shall govern and the tenderer will be asked to revise selected item prices (and their rates if bills of quantities apply) to achieve the tendered total of the prices.

Consider the rejection of a tender offer if the tenderer does not correct or accept the correction of the arithmetical error in the manner described above.

C.3.10 Clarification of a tender offer

Obtain clarification from a tenderer on any matter that could give rise to ambiguity in a contract arising from the tender offer.

C.3.11 Evaluation of tender offers

The Standard Conditions of Tender standardize the procurement processes, methods and procedures from the time that tenders are invited to the time that a contract is awarded. They are generic in nature and are made project specific through choices that are made in developing the Tender Data associated with a specific project.

Conditions of tender are by definition the document that establishes a tenderer's obligations in submitting a tender and the Employer's undertakings in soliciting and evaluating tender offers. Such conditions establish the rules from the time a tender is advertised to the time that a contract is awarded and require Employers to conduct the process of offer and acceptance in terms of a set of standard procedures

The CIDB Standard Conditions of Tender are based on a procurement system that satisfies the following system requirements:	
Requirement	Qualitative interpretation of goal
Fair	The process of offer and acceptance is conducted impartially without bias, providing simultaneous and timely access to participating parties to the same information.
Equitable	Terms and conditions for performing the work do not unfairly prejudice the interests of the parties.
Transparent	The only grounds for not awarding a contract to a tenderer who satisfies all requirements are restrictions from doing business with the employer, lack of capability or capacity, legal impediments and conflicts of interest.
Competitive	The system provides for appropriate levels of competition to ensure cost effective and best value outcomes.
Cost effective	The processes, procedures and methods are standardized with sufficient flexibility to attain best value outcomes in respect of quality, timing and price, and least resources to effectively manage and control procurement processes.

The activities associated with evaluating tender offers are as follows:

ROC 11 2023/ 24 Tender for the for the excavation, re-opening and closing of graves, with other functions, for all cemeteries in the City of Tshwane, as and when required for a 3-year period.

- a) Open and record tender offers received
- b) Determine whether or not tender offers are complete
- c) Determine whether or not tender offers are responsive
- d) Evaluate tender offers
- e) Determine if there are any grounds for disqualification
- f) Determine acceptability of preferred tenderer
- g) Prepare a tender evaluation report
- h) Confirm the recommendation contained in the tender evaluation report

C.3.11.1 General

The employer must appoint an evaluation panel of not less than three persons conversant with the proposed scope of works to evaluate each responsive tender offer using the tender evaluation methods and associated evaluation criteria and weightings that are specified in the tender data.

C.3.12 Insurance provided by the Employer

If requested by the proposed successful tenderer, submit for the tenderer's information the policies and / or certificates of insurance which the conditions of contract identified in the contract data, require the Employer to provide.

Be aware that the extent of insurance to be provided by the Employer (if any) might not be for the full cover required in terms of the conditions of contract identified in the contract data. The tenderer is advised to seek qualified advice regarding insurance.

C.3.13 Acceptance of tender offer

Accept the tender offer, if in the opinion of the Employer, it does not present any unacceptable commercial risk and only if the tenderer:

- a) is not under restrictions, or has principals who are under restrictions, preventing participating in the Employer's procurement,
- b) can, as necessary and in relation to the proposed contract, demonstrate that he or she possesses the professional and technical qualifications, professional and technical competence, financial resources, equipment and other physical facilities, managerial capability, reliability, experience and reputation, expertise and the personnel, to perform the contract,
- c) has the legal capacity to enter into the contract,
- d) is not insolvent, in receivership, under Business Rescue as provided for in chapter 6 of the Companies Act, 2008, bankrupt or being wound up, has his affairs administered by a court or a judicial officer, has suspended his business activities, or is subject to legal proceedings in respect of any of the foregoing,
- e) complies with the legal requirements, if any, stated in the tender data, and
- f) is able, in the opinion of the Employer, to perform the contract free of conflicts of interest.

C.3.14 Prepare contract documents

C.3.14.1 If necessary, revise documents that shall form part of the contract and that were issued by the Employer as part of the tender documents to take account of:

- a) addenda issued during the tender period,
- b) inclusion of some of the returnable documents, and

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c) other revisions agreed between the Employer and the successful tenderer.

C.3.14.2 Complete the schedule of deviations attached to the form of offer and acceptance, if any.

C.3.15 Complete adjudicator's contract

Unless alternative arrangements have been agreed or otherwise provided for in the contract, arrange for both parties to complete formalities for appointing the selected adjudicator at the same time as the main contract is signed.

C.3.16 Registration of the award

An Employer must, within twenty-one (21) working days from the date on which a contractor's offer to perform a construction works contract is accepted in writing by the employer, register and publish the award on the CIDB Register of Projects.

C.3.16.2 After the successful tenderer has been notified of the Employer's acceptance of the tender, notify other tenderers that their tender offers have not been accepted.

C.3.17 Provide copies of the contracts

Provide to the successful tenderer the number of copies stated in the tender data of the signed copy of the contract as soon as possible after completion and signing of the form of offer and acceptance.

C.3.18 Provide written reasons for actions taken

Provide upon request written reasons to tenderers for any action that is taken in applying these conditions of tender, but withhold information which is not in the public interest to be divulged, which is considered to prejudice the legitimate commercial interests of tenderers or might prejudice fair competition between tenderers.

PART T2: RETURNABLE DOCUMENTS

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T2.1 LIST OF RETURNABLE DOCUMENTS

RD.A RETURNABLE DOCUMENTS FOR TENDER EVALUATION PURPOSES

Note: *Failure to submit the applicable documents will result in the tender offer being disqualified from further consideration*

Document Name	Reference	Confirmation of Document Included (Tenders may use this column to confirm documents have been completed and included in the tender)
Form of offer and acceptance	Section C1.1	
MBD 4: Declaration of interest in tender of persons in service of state	Form RD.A.1	
MBD 8: Declaration of tenderer's past supply chain management practices	Form RD.A.2	
MBD 2: Tax Clearance Certificate	Form RD.A.3	

RD.B RETURNABLE DOCUMENTS REQUIRED FOR PREFERENTIAL PROCUREMENT EVALUATION PURPOSES

Note: *Failure to submit the applicable documents will result in the tender offer being awarded 0 (zero) preference points*

Document Name	Reference	Confirmation of Document Included (Tenders may use this column to confirm documents have been completed and included in the tender)
MBD 6.1: Preference points claim form in terms of the Preferential Procurement Regulations, 2022	Form RD.B.1	
Valid B-BBEE Status Level of Contributor Certificate	Form RD.B.2	
B-BBEE Exempted Micro Enterprise – Sworn Affidavit	Form RD.B.3	
Promotion of local enterprises (Local Economic Participation)	Form RD.B.4	
Certified copy of Identity Document/s proof of ownership (Sworn affidavit for B-BBEE qualifying small enterprise or Exempt Micro Enterprises, CIPC registration or any other proof of ownership)	Form RD.B.5	
Medical Certificate with doctor's details (Practice Number, Physical Address and contact numbers) proof of ownership (Sworn affidavit for B-BBEE qualifying small enterprise or Exempt Micro Enterprises, CIPC registration or any other proof of ownership)	Form RD.B.6	

RD.C ADDITIONAL RETURNABLE DOCUMENTS REQUIRED FOR TENDER EVALUATION PURPOSES

Note: *Failure to submit the applicable document will result in the Tenderer having to submit same upon request within 7 days and if not complied with, will result to the tender offer being disqualified from further consideration [See also clause 2.18 of the Standard Conditions of Tender]*

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Document Name	Reference	Confirmation of Document Included (Tenders may use this column to confirm documents have been completed and included in the tender)
MBD 9: Certificate of independent tender determination	RD.C.1	
Record of services provided to organs of state	RD.C.2	
Status of concern submitting tender	RD.C.3	
Classification of business	RD.C.4	
MBD 5: Declaration for procurement above R10 million (all applicable taxes included)	RD.C.5	
Certificate of authority of signatory	RD.C.6	
Certificate of authority of signatory for joint ventures and consortia	RD.C.7	
Proof of professional indemnity insurance	RD.C.10	

RD.D MANDATORY REQUIREMENTS

Note: *Failure to submit any of the mandatory required documents will result in automatic disqualification*

Document Name	Reference	Confirmation of Document Included (Tenders may use this column to confirm documents have been completed and included in the tender)
Mandatory requirements (company experience, key staff, and bank ratings)	RD.D.1	
Schedule of Vehicles, Implements and Equipment	Table A	

ROC 11 2023/ 24 Tender for the for the excavation, re-opening and closing of graves, with other functions, for all cemeteries in the City of Tshwane, as and when required for a 3-year period.

RD.E OTHER DOCUMENTS THAT WILL FORM PART OF THE CONTRACT

Note: *Failure to submit or fully complete the applicable documents will result in the tender offer being disqualified from further consideration*

Document Name	Reference	Confirmation of Document Included (Tenders may use this column to confirm documents have been completed and included in the tender)
Data provided by the contractor	Section C1.2	
Record of addenda to tender documents	RD.E.1	
Certificate confirming that tenderer is registered with the CIDB in a contractor grading designation equal to or higher than 3CE .		
An organogram with all staff that will be assigned to the project		
Copies of Certified Qualifications of all staff to be assigned to the project		
Safety, health, Environmental management and Quality plan (SHEQ) including Covid 19 safety plan.		
3 years audited financial statements		

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T2.2 RETURNABLE SCHEDULES

FORM RD.A.1	MBD 4: DECLARATION OF INTEREST IN TENDER OF PERSONS IN SERVICE OF STATE
FORM RD.A.2	MBD 8: DECLARATION OF TENDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES
FORM RD.A.3	MBD 2: TAX CLEARANCE CERTIFICATE REQUIREMENTS
FORM RD.B.1	MBD 6.1: PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2022
FORM RD.C.1	MBD 9: CERTIFICATION OF INDEPENDENT TENDER DETERMINATION
FORM RD.C.2	RECORD OF SERVICES PROVIDED TO ORGANS OF STATE
FORM RD.C.3	STATUS OF CONCERN SUBMITTING TENDER
FORM RD.C.4	CLASSIFICATION OF BUSINESS
FORM RD.C.5	MBD 5: DECLARATION FOR PROCUREMENT ABOVE R10 MILLION (ALL APPLICABLE TAXES INCLUDED)
FORM RD.C.6	CERTIFICATE OF AUTHORITY OF SIGNATORY
FORM RD.C.7	CERTIFICATE OF AUTHORITY OF SIGNATORY FOR JOINT VENTURES AND CONSORTIA
FORM RD.C.10	PROOF OF PROFESSIONAL INDEMNITY INSURANCE
RD.D.1:	MANDATORY REQUIREMENTS
FORM RD.E.1	RECORD OF ADDENDA TO TENDER DOCUMENTS
TABLE A	SCHEDULE OF VEHICLES, IMPLEMENTS AND EQUIPMENT

DECLARATION OF INTEREST

1. No bid will be accepted from persons in the service of the state¹.
2. Any person, having a kinship with persons in the service of the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid. In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons connected with or related to persons in service of the state, it is required that the bidder 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 bidder or his or her representative:
 - 3.2 Identity Number:
 - 3.3 Position occupied in the Company (director, trustee, hareholder²)
 - 3.4 Company 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.
.....

¹ MSCM Regulations: "in the service of the state" means to be –

- (a) a member of –
 - (i) any municipal council;
 - (ii) any provincial legislature; or
 - (iii) the national Assembly or the national Council of provinces;
- (b) a member of the board of directors of any municipal entity;
- (c) an official of any municipality or municipal entity;
- (d) an employee of any national or provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act No.1 of 1999);
- (e) a member of the accounting authority of any national or provincial public entity; or
- (f) an employee of Parliament or a provincial legislature.

² Shareholder" means a person who owns shares in the company and is actively involved in the management of the company or business and exercises control over the company.

- 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 bidder 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.
.....
- 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.
.....

ROC 11 2023/ 24 Tender for the for the excavation, re-opening and closing of graves, with other functions, for all cemeteries in the City of Tshwane, as and when required for a 3-year period.

3.14 Do you or any of the directors, trustees, managers, principle shareholders, or stakeholders of this company have any interest in any other related companies or business whether or not they are bidding for this contract. YES / NO

3.14.1 If yes, furnish particulars:
.....

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

<i>Full Name</i>	<i>Identity Number</i>	<i>State Employee Number</i>

.....
Signature

.....
Date

.....
Capacity

.....
Name of Bidder

FORM RD.A.2 MBD 8: DECLARATION OF TENDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

1. This Municipal Bidding Document (MBD) must form part of all tenders invited.
2. It serves as a declaration to be used by municipalities and municipal entities in ensuring that when goods and services are being procured, all reasonable steps are taken to combat the abuse of the supply chain management system.
3. The tender of any tenderer may be rejected if that tenderer, or any of its directors have:
 - a. abused the municipality's/municipal entity's supply 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. wilfully 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, 2004 (Act 12 of 2004).
4. To give effect to the above, the following questionnaire must be completed and submitted with the tender:

Item	Question	Response	
4.1	Is the tenderer, any of its directors listed on the National Treasurer's database as a company or persons prohibited from doing business with the public sector? (Companies for persons who are listed on this database were informed in writing of this restriction by the National Treasury after the audit alteram partem rule was applied)	YES <input type="checkbox"/>	NO <input type="checkbox"/>
	If so, furnish particulars:		
4.2	Is the tenderer or any of its directors listed on the Register for Tender Defaulters in terms of Section 29 of the Prevention and Combating of Corrupt Activities Act, 2004 (Act 12 of 2004)? (To access this register, enter the National Treasury's website, www.treasury.gov.za , click on the icon "Register for Tender Defaulters" or submit your written request for a hard copy of the Register to facsimile number 012-326-5445)	YES <input type="checkbox"/>	NO <input type="checkbox"/>
	If so, furnish particulars:		
4.3	Was the tenderer 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"/>
	If so, furnish particulars:		

Item	Question	Response	
4.4	Does the tenderer 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"/>
	If so, furnish particulars:		
4.5	Was any contract between the tenderer 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"/>
	If so, furnish particulars:		

The undersigned, who warrants that he / she is duly authorized to do so on behalf of the enterprise, confirms that the contents of this schedule are within my personal knowledge and are to the best of my belief both true and correct.

Person authorized to sign the tender:

Full name (in BLOCK letters): _____

Signature: _____

Date: _____

FORM RD.A.3 MBD 2: TAX CLEARANCE CERTIFICATE REQUIREMENTS

It is a condition of tender that the taxes of the successful tenderer must be in order, or that satisfactory arrangements have been made with South African Revenue Service (SARS) to meet the tenderer's tax obligations.

1. In order to meet this requirement tenderers are required to complete in full the form TCC 001 "Application for a Tax Clearance Certificate" and submit it to any SARS branch office nationally. The Tax Clearance Certificate Requirements are also applicable to foreign bidders / individuals who wish to submit bids.
2. SARS will then furnish the tenderer with a Tax Clearance Certificate that will be valid for a period of 1 (one) year from the date of approval.
3. **The original Tax Clearance Certificate must be submitted together with the tender. Failure to submit the original and valid Tax Clearance Certificate will result in the invalidation of the tender. Certified copies of the Tax Clearance Certificate will not be acceptable.**
4. In tenders where Consortia / Joint Ventures / Sub-contractors are involved, each party must submit a separate Tax Clearance Certificate.
5. Copies of the TCC 001 "Application for a Tax Clearance Certificate" form are available from any SARS branch office nationally or on the website www.sars.gov.za.
6. Applications for the Tax Clearance Certificates may also be made via e-Filing. In order to use this provision, taxpayers will need to register with SARS as e-Fileers through the website www.sars.gov.za

The undersigned, who warrants that he / she is duly authorized to do so on behalf of the enterprise, confirms that the contents of this schedule are within my personal knowledge and are to the best of my belief both true and correct.

Person authorized to sign the tender:

Full name (in BLOCK letters): _____

Signature: _____

Date: _____

FORM RD.B.1

MBD 6.1

PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2022

This preference form must form part of all tenders invited. It contains general information and serves as a claim form for preference points for specific goals.

NB: BEFORE COMPLETING THIS FORM, TENDERERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF THE TENDER AND PREFERENTIAL PROCUREMENT REGULATIONS, 2022

1. GENERAL CONDITIONS

1.1 The following preference point systems are applicable to invitations to tender:

- the 80/20 system for requirements with a Rand value of up to R50 000 000 (all applicable taxes included); and
- the 90/10 system for requirements with a Rand value above R50 000 000 (all applicable taxes included).

1.2 To be completed by the organ of state

(delete whichever is not applicable for this tender).

- a) The applicable preference point system for this tender is the **80/20** preference point system.

1.3 Points for this tender (even in the case of a tender for income-generating contracts) shall be awarded for:

- (a) Price; and
(b) Specific Goals.

1.4 To be completed by the organ of state:

The maximum points for this tender are allocated as follows:

	POINTS
PRICE	80
SPECIFIC GOALS	20
TOTAL POINTS FOR PRICE AND SPECIFIC GOALS	100

1.5 Failure on the part of a tenderer to submit proof or documentation required in terms of this tender to claim points for specific goals with the tender, will be interpreted to mean that preference points for specific goals are not claimed.

- 1.6 The organ of state reserves the right to require of a tenderer, either before a tender is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the organ of state.

2. DEFINITIONS

- (a) **“tender”** means a written offer in the form determined by an organ of state in response to an invitation to provide goods or services through price quotations, competitive tendering process or any other method envisaged in legislation;
- (b) **“price”** means an amount of money tendered for goods or services, and includes all applicable taxes less all unconditional discounts;
- (c) **“rand value”** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;
- (d) **“tender for income-generating contracts”** means a written offer in the form determined by an organ of state in response to an invitation for the origination of income-generating contracts through any method envisaged in legislation that will result in a legal agreement between the organ of state and a third party that produces revenue for the organ of state, and includes, but is not limited to, leasing and disposal of assets and concession contracts, excluding direct sales and disposal of assets through public auctions; and
- (e) **“the Act”** means the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000).

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

3.1.1 THE 80/20 OR 90/10 PREFERENCE POINT SYSTEMS

A maximum of 80 or 90 points is allocated for price on the following basis:

$$\begin{array}{ccc}
 \mathbf{80/20} & \mathbf{or} & \mathbf{90/10} \\
 \\
 \mathbf{Ps} = \mathbf{80} \left(\mathbf{1} - \frac{\mathbf{Pt} - \mathbf{Pmin}}{\mathbf{Pmin}} \right) & \mathbf{or} & \mathbf{Ps} = \mathbf{90} \left(\mathbf{1} - \frac{\mathbf{Pt} - \mathbf{Pmin}}{\mathbf{Pmin}} \right)
 \end{array}$$

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmin = Price of lowest acceptable tender

3.2. FORMULAE FOR DISPOSAL OR LEASING OF STATE ASSETS AND INCOME GENERATING PROCUREMENT

3.2.1. POINTS AWARDED FOR PRICE

90/10

Specific goals	80/20 preference point system	Proof of specific goals to be submitted
BB-BEE score of companies <ul style="list-style-type: none"> • Level 1 • Level 2 • Level 3 • Level 4 	<ul style="list-style-type: none"> • 8 Points • 7 Points • 6 Points • 5 Points 	Valid Certified copy of BBBEE certificate. Sworn Affidavit for B-BBEE qualifying small enterprise or Exempt Micro Enterprises or CIPC BBBEE certificate.

Specific goals	80/20 preference point system	Proof of specific goals to be submitted
<ul style="list-style-type: none"> Level 5 Level 6 Level 7 Level 8 Non-compliant 	<ul style="list-style-type: none"> 4 Points 3 Points 2 Points 1 Point 0 Points 	
EME and/ or QSE	2 Points	Valid Sworn affidavit for B-BBEE qualifying small enterprise or Exempt Micro Enterprises or CIPC BBEE certificate
At least 51% of Women-owned companies	2 Points	Certified copy of Identity Document/s <u>and</u> proof of ownership (Sworn affidavit for B-BBEE qualifying small enterprise or Exempt Micro Enterprises, CIPC registration or any other proof of ownership)
At least 51% owned companies by People with disability	2 Points	Medical Certificate with doctor's details (Practice Number, Physical Address, and contact numbers) and proof of ownership (Sworn affidavit for B-BBEE qualifying small enterprise or Exempt Micro Enterprises, CIPC registration or any other proof of ownership)
At least 51% owned companies by Youth	2 Point	Certified copy of Identity Document/s <u>and</u> proof of ownership (Sworn affidavit for B-BBEE qualifying small enterprise or Exempt Micro Enterprises, CIPC registration or any other proof of ownership)
Local Economic Participation <ul style="list-style-type: none"> City of Tshwane Gauteng National 	4 Points 2 Points 1 Point	Municipal Account statement/Lease agreement.

DECLARATION WITH REGARD TO COMPANY/FIRM

4.3. Name _____ of
company/firm.....

4.4. Company _____ registration _____ number:
.....

4.5. TYPE OF COMPANY/ FIRM

- ☐ Partnership/Joint Venture / Consortium
- ☐ One-person business/sole propriety
- ☐ Close corporation
- ☐ Public Company
- ☐ Personal Liability Company
- ☐ (Pty) Limited
- ☐ Non-Profit Company

☐ State Owned Company
[TICK APPLICABLE BOX]

4.6. I, the undersigned, who is duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the specific goals as advised in the tender, qualifies the company/ firm for the preference(s) shown and I acknowledge that:

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 4.2, the contractor may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct;
- iv) If the specific goals have been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the organ of state may, in addition to any other remedy it may have –
 - (a) disqualify the person from the tendering process;
 - (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
 - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
 - (d) recommend that the tenderer or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
 - (e) forward the matter for criminal prosecution, if deemed necessary.

.....
SIGNATURE(S) OF TENDERER(S)

SURNAME AND NAME:
DATE:
ADDRESS:
.....
.....
.....

ROC 11 2023/ 24 Tender for the for the excavation, re-opening and closing of graves, with other functions, for all cemeteries in the City of Tshwane, as and when required for a 3-year period.



FORM RD.B.2 VALID B-BBEE STATUS LEVEL OF CONTRIBUTOR CERTIFICATE

Submit B-BBEE Verification Certificate from a Verification Agency accredited by the South African Accreditation System (SANAS) or a Registered Auditor approved by the Independent Regulatory Board of Auditors (IRBA) or an Accounting Officer as contemplated in the Close Corporation Act (CCA).

NOTE:

1. Attach original copy of B-BBEE Verification Certificate to this page.
2. In the case of a joint venture / consortium parties must each attach original copy of their B-BBEE Verification Certificates.

FORM RD.B.3 B-BBEE EXEMPTED MICRO ENTERPRISE – SWORN AFFIDAVIT

I, the undersigned

Full Name & Surname

Identity Number

- - -

Hereby declare under oath as follow:

1. The contents of this statement are to the best of my knowledge a true reflection of the facts.
2. I am a member / director / owner of the following enterprise and am duly authorised to act on its behalf.

Enterprise Name

Trading Name

Registration Number

Enterprise Address

3. I hereby declare under oath that:

- The enterprise is _____ % black owned;
- The enterprise is _____ % woman owned;
- The enterprise is _____ % owned companies by People with disability;
- The enterprise is _____ % owned companies by Youth;
- Based on the audited management accounts and other information available on the _____ financial year, the income did not exceed R 10,000,000 (ten million rands);
- Please confirm on the below the B-BBEE level contributor, by ticking the applicable box.

100% Black owned **Level One** (135% B-BBEE procurement recognition)

More than 51% Black owned **Level Two** (125% B-BBEE procurement recognition)

Less than 51% Black owned **Level Four** (100% B-BBEE procurement recognition)

4. The entity is an empowering supplier in terms of the dti Codes of Good Practice
5. I know and understand the contents of the contents of this affidavit and I have no objection to take the prescribed oath and consider the oath binding on my conscience and on the owners of the enterprise which I represent in this matter.
6. The sworn affidavit will be valid for a period of 12 (twelve) month from the date signed by the commissioner.

Deponent Signature:

Date:

Commissioner of oaths
(Signature and stamp)

FORM RD.B.4 PROMOTION OF LOCAL ENTERPRISES

The City of Tshwane has mandated the promotion of local enterprises. To comply with this the tenderer must provide proof of the type of business unit and whether the unit resides within the Tshwane and will be scored as follow:

If 80/20 preference point system applies:

	Promotion of local enterprises
No Response (score 0)	The tenderer did not respond or comply with this evaluation schedule. A score of 0 will also be awarded for any misrepresentation made in this regard,
Satisfactory (score 1)	The tenderer operates a head office or fully staffed office or his sole office outside the boundaries of Gauteng Province. (I.e. no business unit or office resides within the boundaries of Tshwane Metropolitan Municipality)
Good (score 2)	The tenderer's office resides within the boundaries of Gauteng Province. (I.e. no business unit or office resides within the boundaries of Tshwane Metropolitan Municipality)
Very good (score 4)	The tenderer's office resides within the boundaries of the Tshwane Metropolitan Municipality.

Municipal Rates & Taxes not older than three months from tender advertisement date or Valid Lease Agreement should be attached as evidence.

(If necessary the tenderer will be requested to present the office / business unit to officials of the City)

The undersigned, who warrants that he / she is duly authorized to do so on behalf of the enterprise, confirms that the contents of this schedule are within my personal knowledge and are to the best of my belief both true and correct.

Person authorized to sign the tender:

Full name (in BLOCK letters): _____

Signature: _____

Date: _____

ROC 11 2023/ 24 Tender for the for the excavation, re-opening and closing of graves, with other functions, for all cemeteries in the City of Tshwane, as and when required for a 3-year period.



FORM RD.B.5 At least 51% Women owned companies and At least 51% owned companies by Youth

The City of Tshwane has mandate for the promotion At least 51% Women owned companies and At least 51% owned companies by youth. To comply with this the tenderer must provide Certified copy of Identity Document/s that proof that company is 51% owned by Women or youth

	promotion At least 51% Women owned companies and At least 51% owned companies by youth
No Response (score 0)	The tenderer did not respond or comply with this evaluation schedule. A score of 0 will also be awarded for any misrepresentation made in this regard,
Good (score 1)	Certified copy of Identity Document/s that proof that company is 51% owned by Women and proof of ownership (Sworn affidavit for B-BBEE qualifying small enterprise or Exempt Micro Enterprises, CIPC registration or any other proof of ownership
Good (score 1)	Certified copy of Identity Document/s that proof that company is 51% owned by youth and proof of ownership (Sworn affidavit for B-BBEE qualifying small enterprise or Exempt Micro Enterprises, CIPC registration or any other proof of ownership

(If necessary the tenderer will be requested to present the office / business unit to officials of the City)

The undersigned, who warrants that he / she is duly authorized to do so on behalf of the enterprise, confirms that the contents of this schedule are within my personal knowledge and are to the best of my belief both true and correct.

Person authorized to sign the tender:

Full name (in BLOCK letters):

Signature:

Date:

ROC 11 2023/ 24 Tender for the for the excavation, re-opening and closing of graves, with other functions, for all cemeteries in the City of Tshwane, as and when required for a 3-year period.



FORM RD.B.6 At least 51% owned companies by People with disability

**The City of Tshwane has mandate for the promotion of At least 51% owned companies by People with disability.
To comply with this the tenderer must provide Medical Certificate with doctor's details
(Practice Number, Physical Address and contact numbers that proof that company is 51%
owned by People with disability**

	Promotion of At least 51% owned companies by People with disability
No Response (score 0)	The tenderer did not respond or comply with this evaluation schedule. A score of 0 will also be awarded for any misrepresentation made in this regard,
Good (score 1)	Medical Certificate with doctor's details (Practice Number, Physical Address and contact numbers and proof of ownership (Sworn affidavit for B-BBEE qualifying small enterprise or Exempt Micro Enterprises, CIPC registration or any other proof of ownership

(If necessary the tenderer will be requested to present the office / business unit to officials of the City)

The undersigned, who warrants that he / she is duly authorized to do so on behalf of the enterprise, confirms that the contents of this schedule are within my personal knowledge and are to the best of my belief both true and correct.

Person authorized to sign the tender:

Full name (in BLOCK letters):

Signature:

Date:

FORM RD.C.1 MBD 9: CERTIFICATION OF INDEPENDENT TENDER DETERMINATION

1. This Municipal Bidding Document (MBD) must form part of all tenders¹ invited.
2. Section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by, firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive tendering (or tender rigging)². Collusive tendering is a *per se* prohibition meaning that it cannot be justified under any grounds.
3. Municipal Supply Regulation 38 (1) prescribes that a supply chain management policy must provide measures for the combating of abuse of the supply chain management system, and must enable the accounting officer, among others, to:
 - a. Take all reasonable steps to prevent such abuse;
 - b. Reject the tender of any tenderer if that tenderer or any of its directors has abused the supply chain management system of the municipality or municipal entity or has committed any improper conduct in relation to such system; and
 - c. Cancel a contract awarded to a person if the person committed any corrupt or fraudulent act during the tendering process or the execution of the contract.
4. This MDB will serve as a certificate of declaration that would be used by institutions to ensure that, when tenders are considered, reasonable steps are taken to prevent any form of tender-rigging.
5. In order to give effect to the above, the attached Certificate of Tender Determination must be completed and submitted with the tender.

¹ Includes price quotations, advertised competitive tenders, limited tenders and proposals.

² Tender rigging (or collusive tendering) occurs when businesses, that would otherwise be expected to compete, secretly conspire to raise prices or lower the quality of goods and/or services for purchasers who wish to acquire goods and/or services through a tender process. Tender rigging is, therefore, an agreement between competitors not to compete.

ROC 11 2023/ 24 Tender for the for the excavation, re-opening and closing of graves, with other functions, for all cemeteries in the City of Tshwane, as and when required for a 3-year period.



MBD 9

CERTIFICATE OF INDEPENDENT TENDER DETERMINATION

I, the undersigned, in submitting the accompanying tender:

ROC 11 2023 24 Tender for the for the excavation, re-opening and closing of graves, with other functions, for all cemeteries in the City of Tshwane, as and when required for a 3-year period.

in response to the invitation for the tender made by

City of Tshwane Metropolitan Municipality

do hereby make the following statement that I certify to be true and complete in every respect:

I certify, on behalf of _____ that:
(Name of tenderer)

1. I have read and understand the contents of this certificate;
2. I understand that the accompanying tender will be disqualified if this certificate is found not to be true and complete in every aspect;
3. I am authorized by the tenderer to sign this certificate, and to submit the accompanying tender, on behalf of the tenderer;
4. Each person whose signature appears on the accompanying tender has been authorized by the tenderer to determine the terms of, and to sign, the tender, on behalf of the tenderer;
5. For the purposes of this Certificate and the accompanying tender, I understand that the word “competitor” shall include any individual or organization, other than the tenderer, whether or not affiliated with the tenderer who:
 - a. has been requested to submit a tender in response to this tender invitation, based on their qualifications, abilities or experience; and
 - b. could potentially submit a tender in response to this tender invitation, based on their qualifications, abilities or experience; and
 - c. provides the same goods and services as the tenderer and/or is in the same line of business as the tenderer.
6. The tenderer has arrived at the accompanying tender independently form, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium³ will not be construed as collusive tendering.
7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
 - a. Prices;
 - b. Geographical area where product or services 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 tender;
 - e. The submission of a tender which does not meet the specifications and conditions of the tender; or
 - f. Tendering with the intention not to win the tender.

³ 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.

8. In addition, there have been no consultations, communications, agreements or arrangement with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this tender invitation relates.
9. The terms of the accompanying tender have not been, and will not be, disclosed by the tenderer, directly or indirectly, to any competitor, prior to the date and time of the official tender opening or to 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 tenders and contracts, tenders 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 No. 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted form conduction business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and combating of Corrupt Activities Act No. 12 of 2004 or any other applicable legislation.

The undersigned, who warrants that he / she is duly authorized to do so on behalf of the enterprise, confirms that the contents of this schedule are within my personal knowledge and are to the best of my belief both true and correct.

Person authorized to sign the tender:

Full name (in BLOCK letters): _____

Signature: _____

Date: _____

ROC 11 2023/ 24 Tender for the for the excavation, re-opening and closing of graves, with other functions, for all cemeteries in the City of Tshwane, as and when required for a 3-year period.



FORM RD.C.2 RECORD OF SERVICES PROVIDED TO ORGANS OF STATE

Tenderers are required to complete this record in terms of the Supply Chain Management Regulations issued in terms of the Municipal Finance Management Act of 2003.

Include only those contracts where the tenderer identified in the signature block below was directly contracted by the employer. Tenderers must not include services provided in terms of a sub-contract agreement.

Where contracts were awarded in the name of a joint venture and the tenderer formed part of that joint venture, indicate in the column entitled "Title of the contract for the service" that was in joint venture and provide the name of the joint venture that contracted with the employer. In the column for the value of the contract for the service, record the value of the portion of the contract performed (or to be performed) by the tender.

Complete the record or attach the required information in the prescribed tabulation:

ALL SERVICES COMMENCED OR COMPLETED TO AN ORGAN OF STATE IN THE LAST FIVE YEARS				
	Organ of state, i.e. national or provincial department, public entity, municipality or municipal entity.	Title of contract for the service	Value of contract for service incl. VAT (Rand)	Date completed (State current if not yet completed)
1.				
2.				
3.				
4.				
5.				
6.				
7.				
8.				
9.				

(Attach additional pages if more space is required.)

The undersigned, who warrants that he / she is duly authorized to do so on behalf of the enterprise, confirms that the contents of this schedule are within my personal knowledge and are to the best of my belief both true and correct.

Person authorized to sign the tender:

Full name (in BLOCK letters): _____

Signature: _____

Date: _____

FORM RD.C.3 STATUS OF CONCERN SUBMITTING TENDER

1. General

State whether the tenderer is a company, a closed corporation, a partnership, a sole practitioner, a joint venture/consortium or a co-operative

Public Company

Private Company

Closed Corporation

Partnership

Sole Proprietary

Joint Venture / Consortium

Co-operative

(Mark the appropriate option)

2. Information to be provided

If the Tendering Entity is a:		Documentation to be submitted with the tender
1	<u>Closed Corporation</u> , incorporated under the Close Corporation Act, 1984, Act 69 of 1984	CIPRO CK1 or CK2 (Certified copies of the founding statement) and list of members
2	<u>Private Company</u> incorporated with share capital, under the companies Act, 1973, Act 61 of 1973 (Including Companies incorporated under Art 53 (b))	Certified copies of: a) CIPRO CM 1 - Certificate of Incorporation b) CIPRO CM 29 – Contents of Register of Directors, Auditors and Officers c) Shareholders Certificates of all Members of the Company, plus a signed statement of the Company's Auditor, certifying each Member's ownership/shareholding percentage relative to the total.
3	<u>Private Company</u> incorporated with share capital, under the companies Act, 1973, Act 61 of 1973 in which any, or all, <u>shares are held by another</u> Closed Corporation or company with, or without, share capital.	Certified copies of documents referred to in 1 and/or 2 above in respect of all such Closed Corporations and/or Companies
4	<u>Public Company</u> incorporated with share capital, under the companies Act, 1973, Act 61 of 1973 (Including Companies incorporated under Art 21)	A signed statement of the Company's Secretary confirming that the Company is a public Company.
5	<u>Sole Proprietary</u> or a <u>Partnership</u>	Certified copy of the Identity Document of: a) such Sole Proprietary, or b) Each of the Partners in the Partnership Certified copy of the Partnership agreement.

ROC 11 2023/ 24 Tender for the for the excavation, re-opening and closing of graves, with other functions, for all cemeteries in the City of Tshwane, as and when required for a 3-year period.



If the Tendering Entity is a:		Documentation to be submitted with the tender
6	<u>Co-operative</u>	CIPRO CR2 - Certified copies of Company registration document.
7	<u>Joint Venture / Consortium</u>	All the documents (as described above) as applicable to each partner in the joint venture / consortium as well as a certified copy of the joint venture / consortium agreement.

Note:

1. If the shares are held in trust provide a copy of the Deed of Trust (only the front page and pages listing the trustees and beneficiaries are required) as well as the Letter of Authority as issued by the Master of the Supreme Court wherein trustees have been duly appointed and authorised
2. Include a certified copy of the Certificate of Change of Name (CM9) if applicable.

3. Registered for VAT proposes in terms of the Value-Added Tax Act (89 of 1991)

Yes

☐

No

☐

(Make an X in the appropriate space)

REGISTRATION NO: _____

FORM RD.C.4 CLASSIFICATION OF BUSINESS

1. The Small Businesses are defined in the National Small Business Act, 1996 (Act 102 of 1996).

2. Information furnished with regard to the classification of small businesses.

(a.) Indicate whether the company/entity is defined as a small, medium or micro enterprise by the National Small Business Act.

YES	NO
-----	----

(Tick appropriate box)

(b.) If the response to 2.(a.) is **YES**, the following must be completed:

i. Sector/sub-sector in accordance with the Standard Industrial classification:

ii. Size or class:

iii. Total full-time equivalent of paid employees:

iv. Total annual turnover:

v. Total gross asset value (fixed property excluded):

(A schedule indicating the different sectors is attached to this form.)

(c.) The tenderer should substantiate the information provided by submitting the following documentation:

i. A letter from the tenderer's auditor or an affidavit from the South African Police Services confirming the correctness of the abovementioned information,

ii. Company profile indicating the tenderer's staff compliment, and

iii. 3-year financial statement or since their establishment if established during the past 3 years.

ROC 11 2023/ 24 Tender for the for the excavation, re-opening and closing of graves, with other functions, for all cemeteries in the City of Tshwane, as and when required for a 3-year period.

SCHEDULE OF SECTORS

SIZE OF CLASS	THE TOTAL FULL-TIME EQUIVALENT OF PAID EMPLOYEES	TOTAL TURNOVER	TOTAL GROSS ASSET VALUE (FIXED PROPERTY EXCLUDED)
AGRICULTURE			
Medium	100	R 5 mil	R 5 mil
Small	50	R 3 mil	R 3 mil
Very Small	10	R 500 000	R 500 000
Micro	5	R 200 000	R 100 000
MINING AND QUARRYING			
Medium	200	R 39 mil	R 23 mil
Small	50	R 10 mil	R 6 mil
Very Small	20	R 4 mil	R 2 mil
Micro	5	R 200 000	R 100 000
MANUFACTURING			
Medium	200	R 51 mil	R 19 mil
Small	50	R 13 mil	R 5 mil
Very Small	20	R 5 mil	R 2 mil
Micro	5	R 200 000	R 100 000
ELECTRICITY, GAS & WATER			
Medium	200	R 51 mil	R 19 mil
Small	50	R 13 mil	R 5 mil
Very Small	20	R 5.1 mil	R 1.9 mil
Micro	5	R 200 000	R 100 000
CONSTRUCTION			
Medium	200	R 26 mil	R 5 mil
Small	50	R 6 mil	R 1 mil
Very Small	20	R 3	R 500 000
Micro	5	R 200 000	R 100 000
RETAIL AND MOTOR TRADE & REPAIR SERVICES			
Medium	200	R 39 mil	R 6 mil
Small	50	R 19 mil	R 3 mil
Very Small	20	R 4 mil	R 600 000
Micro	5	R 200 000	R 100 000
WHOLESALE TRADE, COMMERCIAL AGENTS AND ALLIED SERVICES			
Medium	200	R 64 mil	R 10 mil
Small	50	R 32 mil	R 5 mil
Very Small	20	R 6 mil	R 600 000
Micro	5	R 200 000	R 100 000
CATERING, ACCOMMODATION AND OTHER TRADE			
Medium	200	R 13 mil	R 3 mil
Small	50	R 6 mil	R 1 mil
Very Small	20	R 5.1 mil	R 1.9 mil
Micro	5	R 200 000	R 100 000
TRANSPORT, STORAGE & COMMUNICATIONS			
Medium	200	R 26 mil	R 6 mil
Small	50	R 13 mil	R 3 mil
Very Small	20	R 3 mil	R 600 000
Micro	5	R 200 000	R 100 000
FINANCE & BUSINESS SERVICES			
Medium	200	R 26 mil	R 5 mil
Small	50	R 13 mil	R 3 mil
Very Small	20	R 3 mil	R 500 000
Micro	5	R 200 000	R 100 000
COMMUNITY, SOCIAL AND PERSONAL SERVICES			
Medium	200	R 13 mil	R 6 mil
Small	50	R 6 mil	R 3 mil
Very Small	20	R 1mil	R 600 000
Micro	5	R 200 000	R 100 000

FORM RD.C.5

MBD 5: DECLARATION FOR PROCUREMENT ABOVE R10 MILLION (ALL APPLICABLE TAXES INCLUDED)

1. The tenderer is required by law to prepare annual financial statements for auditing their audited annual financial statements:

- i) for the past three years; or
ii) Since the establishment if established during the past three years.

Indicate whether these have been included in the tender:

YES	NO
-----	----

2. Does the tenderer have any undisputed commitments for municipal services towards a municipality or other service provider in respect of which payment is overdue for more than 30 days?

YES	NO
-----	----

If so, state particulars _____

3. Has any contracts been awarded to the tenderer by an organ of state during the past five years?

YES	NO
-----	----

If so, state particulars _____

4. Has there been any material non-compliance or dispute concerning the execution of such contract?

YES	NO
-----	----

If so, state particulars _____

5. Is any portion of the goods or services expected to be sourced from outside the Republic?

YES	NO
-----	----

If, so state what portion and whether any portion of payment from the municipality is expected to be transferred outside of the Republic.

The undersigned, who warrants that he / she is duly authorized to do so on behalf of the enterprise, confirms that the contents of this schedule are within my personal knowledge and are to the best of my belief both true and correct.

Person authorized to sign the tender:

Full name (in BLOCK letters): _____

Signature: _____

Date: _____



CITY OF
TSHWANE
IGNITING EXCELLENCE

Enterprise stamp

FORM RD.C.7 CERTIFICATE OF AUTHORITY OF SIGNATORY FOR JOINT VENTURES AND CONSORTIA

*Joint venture/consortium name: _____

We, the undersigned, are submitting this tender in a *joint venture/consortium and hereby authorize *Mr/Ms

_____ authorized signatory of the enterprise

_____ acting in the capacity of lead partner

to sign the tender, and any and all other documents and/or correspondence in connection with and relating to the tender for the *joint venture/consortium mentioned above.

Registered name of enterprise	Registration number	% of contract value	Address	Duly authorized signatory	Mark with (x) for lead partner

Note:

1. *Delete which is not applicable.
2. IMPORTANT: This resolution must be signed by all the parties of the joint venture/consortium and every duly authorized signatory for each party to the joint venture/consortium must complete a Form RD.C.15.
3. Should the number of directors/members/partners exceed the space available above, additional names and signatures must be supplied on a separate page.

ROC 11 2023/ 24 Tender for the for the excavation, re-opening and closing of graves, with other functions, for all cemeteries in the City of Tshwane, as and when required for a 3-year period.



FORM RD.C.10 PROOF OF PROFESSIONAL INDEMNITY INSURANCE

The tenderer must provide proof of Professional Indemnity Insurance for at least R10-million per claim and the number of claims unlimited (refer to clause C1.2.2 Data Provided by the Employer).

3. Attach original or certified copy of Professional Indemnity Insurance to this page.
4. In the case of a joint venture / consortium parties must each attach original or certified copy of their Professional Indemnity Insurance.

RD.D.1: MANDATORY REQUIREMENTS

The mandatory requirements are given in Part C3 Scope of Works ROC 11 2023 24 Tender for the for the excavation, re-opening and closing of graves, with other functions, for all cemeteries in the City of Tshwane, as and when required for a 3-year period.

1. CIDB:

Tenderers who are registered with the Construction Industry Development Board (CIDB) in a contractor grading designation equal to 3CE or higher, are eligible to submit tenders. Failure to submit and meet the minimum CIDB requirements shall disqualify the tenderer.

2. Ownership of vehicles and equipment:

The prospective contractor is expected to supply a register of vehicles, implements and equipment as specified in Paragraph 9.2 and paragraph 6 as per STAGE 2: MANDATORY REQUIREMENTS, in Part C3 Scope of Works ROC 11 2023 24 Tender for the for the excavation, re-opening and closing of graves, with other functions, for all cemeteries in the City of Tshwane, as and when required for a 3-year period.

3. Company Experience:

The tenderers must have completed at least 1 (one) contract/ tender for a minimum period of 1 (one) year) for excavation, re-opening and closing of graves for another organisation, municipality, or organ of state in the past five years.

The tenderers should submit certified reference letter on signed valid letter heads from previous employers as proof where the services were rendered. Where the tenderer is still rendering the service as part of a contract/ tender that is active, a certified letter of recommendation on a signed valid letter head from the current employer is required. The timeframe of when the services were rendered must clearly be indicated accompanied by contactable references. Documentation (Completion certificate or similar) must be attached with this tender. (T2 Returnable Schedules - FORM RD.C.2: RECORD OF SERVICES PROVIDED TO ORGANS OF STATE.)

4. Key Staff

- TLB Driver
- LDV Drivers/ Site supervisors
- Occupational Health & Safety Officer

Curriculum Vitae's including their experience, level of education and training, and positions held for each of the key staff including certified copies of the qualifications as indicated below.

TLB (Tractor-Loader-Backhoe) Driver

TLB Drivers must have a minimum of one year's relevant experience and at least have a National Certificate (NQF Level 2). A code B driver's license, a Professional Driving Permit (PrDP) and a valid TLB Operator

qualification (South African Qualifications Authority (SAQA) Unit Standard 116333 or 262727, or similar), are required. Copies of the qualifications/ licenses/ permits must be submitted with this tender.

LDV Drivers/ Site supervisors

Drivers/ Site Supervisors must have a minimum of one year's relevant experience and at least have a National Certificate (NQF Level 3). A code C driver's license and a Professional Driving Permit (PrDP) is also required. Copies of the qualifications/ licenses/ permits must be submitted with this tender.

5. Occupational Health & Safety Officer

The bidders are to submit the profile of the Occupational Health and Safety Officer to be appointed for the Area. The profile of the Occupational Health & Safety Officer must include a certified copy of his/ her Occupational Health and Safety Certificate, accredited by the SACPCMP (South African Council for the Project and Construction Management Professions) board. Proof of registration with the SACPCMP is required as prescribed by the Project and Construction Management Professions Act, 2000 (Act No. 48 of 2000) and the Construction Regulations 2014.

NOTE: Tenderers must include the costs of the Occupational Health and Safety Officer to be appointed. Only one OHS Officer will be required for the Region/ Regions within the Area that the successful tenderer may possibly be appointed for.

The undersigned, who warrants that he / she is duly authorized to do so on behalf of the enterprise, confirms that the contents of this schedule are within my personal knowledge and are to the best of my belief both true and correct.

Person authorized to sign the tender:

Full name (in BLOCK letters): _____

Signature: _____

Date: _____

ROC 11 2023/ 24 Tender for the for the excavation, re-opening and closing of graves, with other functions, for all cemeteries in the City of Tshwane, as and when required for a 3-year period.



We confirm that the following communications received from the Employer before submission of this tender, amending or amplifying the tender documents, have been taken in account in this tender offer:

	DATE	REFERENCE	TITLE
1			
2			
3			
4			
5			
6			
7			
8			
9			
10			

The undersigned, who warrants that he / she is duly authorized to do so on behalf of the enterprise, confirms that the contents of this schedule are within my personal knowledge and are to the best of my belief both true and correct.

Person authorized to sign the tender:

Full name (in BLOCK letters): _____

Signature: _____

Date: _____

TABLE A: SCHEDULE OF VEHICLES, IMPLEMENTS AND EQUIPMENT

Complete Table A using the required information for the ALL the relevant vehicles, implements and equipment under the respective columns as per the mandatory requirements stated in **paragraph 9.2** (in reference to **paragraph 6**) of Part C3 Scope of Works ROC 11 2023 24 Tender for the for the excavation, re-opening and closing of graves, with other functions, for all cemeteries in the City of Tshwane, as and when required for a 3-year period..

AREA and Regions	Tractor-Loader-Backhoe (TLB)	Jackhammer & Compressor	Water pump	LDV
AREA A: Region 1	5	0	4	1
AREA B: Region 3	2	1	3	1
AREA C: Region 2, 4, 5. 6. 7)	12	7	14	5

TABLE A

SCHEDULE OF VEHICLES, IMPLEMENTS AND EQUIPMENT THAT IS OWNED OR IS TO BE LEASED AND WILL BE IMMEDIATELY AVAILABLE FOR THIS CONTRACT. (Submit a separate copy for each Region)

AREA A							
REGION 1							
CEMETERIES		Ga-Rankuwa (New & Old) Cemeteries; Mabopane Cemetery; Heatherdale Cemetery; Winterveldt Cemetery; Old Pretoria North Cemetery; Soshanguve Cemetery; New Soshanguve (Block P) Cemetery; and Klipkruisfontein Cemetery.					
No	Description	Model & Make	Vehicle Registration no and/or Lease Agreement(s) (Attach Proof)	Minimum requirements specified in the Scope of Tender	Total number of Items (Vehicle/ Implement/ Equipment offered by Tenderer)		
					# Owned	# Leased	Total
1	Tractor-Loader-Backhoe (TLB)			5			
2	Jackhammer & Compressor			Nil			
3	LDV			1			
4	Water Pump			4			

The completed Schedule of Vehicles, Implements and Equipment are a certified (comply to the specified requirements of the tender) list of major items of relevant vehicles, implements and equipment that I/we presently own or lease and will have available for this contract or will acquire or lease for this contract if my / our tender is accepted as per a submitted copy(s) of a valid leasing agreement(s)/ letter(s) of Intent/ Memorandum(s) of Understanding.

SIGNATURE

NAME &
SURNAME(PRINT)

CAPACITY

DATE

NAME OF TENDERER

TABLE A

SCHEDULE OF VEHICLES, IMPLEMENTS AND EQUIPMENT THAT IS OWNED OR IS TO BE LEASED AND WILL BE IMMEDIATELY AVAILABLE FOR THIS CONTRACT. (Submit a separate copy for each Region)

AREA C (Regions 2, 4, 5, 6, and 7)

REGION 2

CEMETERIES		Honingnestkrans Cemetery; Temba cemetery; and Tshwane North Cemetery.					
No	Description	Model & Make	Vehicle Registration no and/or Lease Agreement(s) (Attach Proof)	Minimum requirements specified in the Scope of Tender	Total number of Items (Vehicle/ Implement/ Equipment offered by Tenderer)		
					# Owned	# Leased	Total
1	Tractor-Loader-Backhoe (TLB)			2			
2	Jackhammer & Compressor			Nil			
3	LDV			1			
4	Water Pump			1			

The completed Schedule of Vehicles, Implements and Equipment are a certified (comply to the specified requirements of the tender) list of major items of relevant vehicles, implements and equipment that I/we presently own or lease and will have available for this contract or will acquire or lease for this contract if my / our tender is accepted as per a submitted copy(s) of a valid leasing agreement(s)/ letter(s) of Intent/ Memorandum(s) of Understanding.

SIGNATURE		NAME & SURNAME(PRINT)	
CAPACITY		DATE	
NAME OF TENDERER			

TABLE A

SCHEDULE OF VEHICLES, IMPLEMENTS AND EQUIPMENT THAT IS OWNED OR IS TO BE LEASED AND WILL BE IMMEDIATELY AVAILABLE FOR THIS CONTRACT. (Submit a separate copy for each Region)

AREA B

REGION 3

CEMETERIES Zandfontein Cemetery; Lotus Garden Cemetery; Saulsville Cemetery; Rebecca Street Cemetery Church Street Cemetery; and Atteridgeville Cemetery.

No	Description	Model & Make	Vehicle Registration no and/or Lease Agreement(s) (Attach Proof)	Minimum requirements specified in the Scope of Tender	Total number of Items (Vehicle/ Implement/ Equipment offered by Tenderer)		
					# Owned	# Leased	Total
1	Tractor-Loader-Backhoe (TLB)			2			
2	Jackhammer & Compressor			1			
3	LDV			1			
4	Water Pump			3			

The completed Schedule of Vehicles, Implements and Equipment are a certified (comply to the specified requirements of the tender) list of major items of relevant vehicles, implements and equipment that I/we presently own or lease and will have available for this contract or will acquire or lease for this contract if my / our tender is accepted as per a submitted copy(s) of a valid leasing agreement(s)/ letter(s) of Intent/ Memorandum(s) of Understanding.

SIGNATURE		NAME & SURNAME(PRINT)	
CAPACITY		DATE	
NAME OF TENDERER			

TABLE A

SCHEDULE OF VEHICLES, IMPLEMENTS AND EQUIPMENT THAT IS OWNED OR IS TO BE LEASED AND WILL BE IMMEDIATELY AVAILABLE FOR THIS CONTRACT. (Submit a separate copy for each Region)

AREA C (Regions 2, 4, 5, 6, and 7)

REGION 4

CEMETERIES		Centurion Cemetery; Laudium Cemetery; and Olievenhoutbosch Cemetery.					
No	Description	Model & Make	Vehicle Registration no and/or Lease Agreement(s) (Attach Proof)	Minimum requirements specified in the Scope of Tender	Total number of Items (Vehicle/ Implement/ Equipment offered by Tenderer)		
					# Owned	# Leased	Total
1	Tractor-Loader-Backhoe (TLB)			3			
2	Jackhammer & Compressor			2			
3	LDV			Nil			
4	Water Pump			3			

The completed Schedule of Vehicles, Implements and Equipment are a certified (comply to the specified requirements of the tender) list of major items of relevant vehicles, implements and equipment that I/we presently own or lease and will have available for this contract or will acquire or lease for this contract if my / our tender is accepted as per a submitted copy(s) of a valid leasing agreement(s)/ letter(s) of Intent/ Memorandum(s) of Understanding.

SIGNATURE		NAME & SURNAME(PRINT)	
CAPACITY		DATE	
NAME OF TENDERER			

TABLE A

SCHEDULE OF VEHICLES, IMPLEMENTS AND EQUIPMENT THAT IS OWNED OR IS TO BE LEASED AND WILL BE IMMEDIATELY AVAILABLE FOR THIS CONTRACT. (Submit a separate copy for each Region)

AREA C (Regions 2, 4, 5, 6, and 7)

REGION 5

CEMETERIES		Cullinan Cemetery; Rayton Cemetery; and Refilwe Cemetery					
No	Description	Model & Make	Vehicle Registration no and/or Lease Agreement(s) (Attach Proof)	Minimum requirements specified in the Scope of Tender	Total number of Items (Vehicle/ Implement/ Equipment offered by Tenderer)		
					# Owned	# Leased	Total
1	Tractor-Loader-Backhoe (TLB)			3			
2	Jackhammer & Compressor			3			
3	LDV			3			
4	Water Pump			3			

The completed Schedule of Vehicles, Implements and Equipment are a certified (comply to the specified requirements of the tender) list of major items of relevant vehicles, implements and equipment that I/we presently own or lease and will have available for this contract or will acquire or lease for this contract if my / our tender is accepted as per a submitted copy(s) of a valid leasing agreement(s)/ letter(s) of Intent/ Memorandum(s) of Understanding.

SIGNATURE		NAME & SURNAME(PRINT)	
CAPACITY		DATE	
NAME OF TENDERER			

TABLE A

SCHEDULE OF VEHICLES, IMPLEMENTS AND EQUIPMENT THAT IS OWNED OR IS TO BE LEASED AND WILL BE IMMEDIATELY AVAILABLE FOR THIS CONTRACT. (Submit a separate copy for each Region)

AREA C (Regions 2, 4, 5, 6, and 7)

REGION 6

CEMETERIES Eersterust Cemetery; Hatherley Cemetery; Mamelodi East Cemetery; Mamelodi West Cemetery Pretoria East Cemetery; and Silverton Cemetery.

No	Description	Model & Make	Vehicle Registration no and/or Lease Agreement(s) (Attach Proof)	Minimum requirements specified in the Scope of Tender	Total number of Items (Vehicle/ Implement/ Equipment offered by Tenderer)		
					# Owned	# Leased	Total
1	Tractor-Loader-Backhoe (TLB)			2			
2	Jackhammer & Compressor			2			
3	LDV			1			
4	Water Pump			5			

The completed Schedule of Vehicles, Implements and Equipment are a certified (comply to the specified requirements of the tender) list of major items of relevant vehicles, implements and equipment that I/we presently own or lease and will have available for this contract or will acquire or lease for this contract if my / our tender is accepted as per a submitted copy(s) of a valid leasing agreement(s)/ letter(s) of Intent/ Memorandum(s) of Understanding.

SIGNATURE		NAME & SURNAME(PRINT)	
CAPACITY		DATE	
NAME OF TENDERER			

TABLE A

SCHEDULE OF VEHICLES, IMPLEMENTS AND EQUIPMENT THAT IS OWNED OR IS TO BE LEASED AND WILL BE IMMEDIATELY AVAILABLE FOR THIS CONTRACT. (Submit a separate copy for each Region)

AREA C (Regions 2, 4, 5, 6, and 7)

REGION 7

CEMETERIES		Bronkhorstspuit Cemetery; Kungwini Regional Cemetery; and Zithobeni Cemetery.					
No	Description	Model & Make	Vehicle Registration no and/or Lease Agreement(s) (Attach Proof)	Minimum requirements specified in the Scope of Tender	Total number of Items (Vehicle/ Implement/ Equipment offered by Tenderer)		
					# Owned	# Leased	Total
1	Tractor-Loader-Backhoe (TLB)			2			
2	Jackhammer & Compressor			Nil			
3	LDV			Nil			
4	Water Pump			2			

The completed Schedule of Vehicles, Implements and Equipment are a certified (comply to the specified requirements of the tender) list of major items of relevant vehicles, implements and equipment that I/we presently own or lease and will have available for this contract or will acquire or lease for this contract if my / our tender is accepted as per a submitted copy(s) of a valid leasing agreement(s)/ letter(s) of Intent/ Memorandum(s) of Understanding.

SIGNATURE		NAME & SURNAME(PRINT)	
CAPACITY		DATE	
NAME OF TENDERER			

PORTION 2: CONTRACT

PART C1: AGREEMENTS AND CONTRACT DATA

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C1.1 FORM OF OFFER AND ACCEPTANCE

STAMP

OFFER

The Employer, identified in the acceptance signature block, has solicited offers to enter into a contract in respect of the following works:

ROC 11 2023/ 24 Tender for the for the excavation, re-opening and closing of graves, with other functions, for all cemeteries in the City of Tshwane, as and when required for a 3-year period.

The tenderer, identified in the offer signature block below, has examined the documents listed in the tender data and addenda thereto as listed in the returnable schedules, and by submitting this offer has accepted the conditions of tender.

By the representative of the tenderer, deemed to be duly authorised, signing this part of this form of offer and acceptance, the tenderer offers to perform all of the obligations and liabilities of the contractor under the contract including compliance with all its terms and conditions according to their true intent and meaning for an amount to be determined in accordance with the conditions of contract identified in the contract data.

This offer may be accepted by the employer by signing the acceptance part of this form of offer and acceptance and returning one copy of this document to the tenderer before the end of the period of validity stated in the tender data, whereupon the tenderer becomes the party named as the contractor in the conditions of contract identified in the contract data.

Acceptance of this offer will not guarantee that the tenderer will be invited to submit a price for any task order or be allocated any task order during the duration of the appointment. Invitation and allocation of task orders will be done solely at the discretion of the employer.

FOR AND ON BEHALF OF THE TENDERER:

NAME:

(in BLOCK letters)

CAPACITY:

SIGNATURE:

SIGNED at

on this

day of

WITNESSES:

(Full name in BLOCK letters and signature)

1.

2.

ACCEPTANCE

By signing this part of this form of offer and acceptance, the employer identified below accepts the tenderer's Offer. In consideration thereof, the employer shall pay the contractor the amount due in accordance with the, conditions of contract identified in the contract data. Acceptance of the tenderer's offer shall form an agreement, between the employer and the tenderer upon the terms and conditions contained in this agreement and in the, contract that is the subject of this agreement.

The terms of the contract, are contained in:

Part C1 Agreements and Contract Data
Part C3 Scope of Work

and drawings and documents or parts thereof, which may be incorporated by reference into Parts C1 to C3 above.

Deviations from and amendments to the documents listed in the tender data and any addenda thereto listed in the tender schedules as well as any changes to the terms of the offer agreed by the tenderer and the employer during this process of offer and acceptance, are contained in the schedule of deviations attached to and forming part of this agreement. No amendments to or deviations from said documents are valid unless contained in this schedule.

The tenderer shall within two weeks after receiving a letter of acceptance, contact the City of Tshwane's Supply Chain Management and the Project Coordinator (whose details are given in the contract data), to arrange the delivery of guarantees, proof of insurance and any other documentation to be provided in terms of the conditions of contract identified in the contract data. Failure to fulfil any of these obligations in accordance with those terms shall constitute a repudiation of this agreement.

Notwithstanding anything contained herein, this agreement comes into effect on the date when the tenderer receives one fully completed original copy of this document, including the schedule of deviations (if any). Unless the tenderer (now contractor) within five days of the date of such receipt notifies the employer in writing of any reason why he cannot accept the contents of this agreement, this agreement shall constitute a binding contract between the parties.

FOR AND ON BEHALF OF THE EMPLOYER:

NAME:

(in BLOCK letters)

CAPACITY:

(of authorized agent)

SIGNATURE:

(of authorized agent)

SIGNED at _____ on this _____ day of _____

WITNESSES:

(Full name in BLOCK letters and signature)

1. _____

2. _____

SCHEDULE OF DEVIATIONS

Notes:

1. The extent of deviations from the tender documents issued by the employer prior to the tender closing date is limited to those permitted in terms of the conditions of tender;
2. A tenderer's covering letter shall not be included in the final contract document. Should any matter in such, letter, which constitutes a deviation as aforesaid become the subject of agreements reached during the process of, offer and acceptance, the outcome of such agreement shall be recorded here;
3. Any other matter arising from the process of offer and acceptance either as a confirmation, clarification or change to the tender documents and which it is agreed by the parties becomes an obligation of the contract shall also be recorded here;
4. Any change or addition to the tender documents arising from the above agreements and recorded here shall also be incorporated into the final draft of the contract.

4.1	Subject:	_____
	Details:	_____
4.2	Subject:	_____
	Details:	_____
4.3	Subject:	_____
	Details:	_____
4.4	Subject:	_____
	Details:	_____
4.5	Subject:	_____
	Details:	_____

By the duly authorised representatives signing this agreement, the Employer and the Tenderer agree to and accept the foregoing Schedule of Deviations as the only deviations from the amendments to the documents listed in the Tender Data and addenda thereto as listed in the Tender Schedules, as well as any confirmation, clarification or change to the terms of the offer agreed by the Tenderer and the Employer during this process of offer and acceptance.

It is expressly agreed that no other matter whether, oral communication or implied during the period between the issue of the tender documents and the receipt by the Tenderer of a completed signed copy of this Agreement shall have any meaning or effect in the contract between the parties arising from this Agreement.

ROC 11 2023/ 24 Tender for the for the excavation, re-opening and closing of graves, with other functions, for all cemeteries in the City of Tshwane, as and when required for a 3-year period.



FOR AND ON BEHALF OF THE TENDERER:

NAME:

(in BLOCK letters)

CAPACITY:

SIGNATURE:

SIGNED at

on this

day of

WITNESSES:

(Full name in BLOCK letters and signature)

1.

2.

FOR AND ON BEHALF OF THE EMPLOYER:

NAME:

(in BLOCK letters)

CAPACITY:

(of authorized agent)

SIGNATURE:

(of authorized agent)

SIGNED at

on this

day of

WITNESSES:

(Full name in BLOCK letters and signature)

1.

2.

C1.2 CONTRACT DATA

ROC 11 2023/ 24 Tender for the for the excavation, re-opening and closing of graves, with other functions, for all cemeteries in the City of Tshwane, as and when required for a 3-year period.



C1.2.1 GENERAL CONDITIONS OF CONTRACT

The general conditions of contract applicable to this contract shall be **General Conditions of Contract for Construction Works, Third Edition (2015)**, as well as the Data provided by Employer.

Tenderers, contractors and subcontractors shall obtain their own copies of the document **General Conditions of Contract for Construction Works, Third Edition (2015)** for tendering purposes and for use for the duration of the contract and shall bear all expenses in this regard :

Engineering Contracting Strategies (ECS)
Telephone: 011 803 3008
E-Mail: admin@ecs.co.za
Web: www.ecs.co.za

OR

Consulting Engineers South Africa (CESA)
Telephone: 011 463 2022
E-Mail: general@cesa.co.za
Web: www.cesa.co.za

OR

South African Institution of Civil Engineering (SAICE)
Telephone: 011 80505947 / 48 / 53
E-Mail: civilinfo@saice.org.za
Web: www.saice.org.za

C1.2.2 VARIATIONS AND ADDITIONS TO THE CONDITIONS OF CONTRACT

The following variations and additions to the General Conditions of Contract for Construction Works, Third Edition (2015), shall apply to this contract:

CLAUSE / SUB-CLAUSE	VARIATION / ADDITION
1.2.1	<p>Add the following to the clause:</p> <p>1.2.1.3 <i>Sent by facsimile, electronic or any like communication irrespective of it being during office hours or otherwise.</i></p>
1.2.3	<p>Add the following to the clause:</p> <p>1.2.3.1 <i>The Employer has authorised the Group Head: Regional Operations and Coordination to act on his behalf in respect of this Contract, save for such duties or functions:</i></p> <p>1.2.3.1.1 <i>which other holders of office ex officio execute on behalf of the Employer; or</i> 1.2.3.1.2 <i>for which the Group Head: Regional Operations and Coordination has no authority and the Employer's approval is required before execution thereof.</i></p>
4.3	<p>Add the following new sub-clause:</p> <p>1.3.3 <i>Wages and conditions of work:</i></p> <p>i. <i>For conventional construction works the Basic Conditions of Employment Act of 1997 (Act No 75 of 1997) shall apply and the minimum employment conditions which will apply shall be guided by the latest Sectoral Determination: Civil Engineering Sector published from time to time.</i></p> <p>ii. <i>Basic Conditions of Employment Act of 1997 (Act No 75 of 1997) as per Government Notice R63 of 25 January 2002, shall apply to works described in the Scope of Work as being labour intensive and which are undertaken by unskilled or semi-skilled workers.</i></p> <p>Add the following new sub-clause:</p> <p>4.3.4 <i>Notwithstanding any actions which the Employer may take, the Contractor accepts sole liability for due compliance with the relevant duties, obligations, prohibitions, arrangements and procedures imposed by the Occupational Health and Safety Act, 1993 (Act 85 of 1993), and all its regulations, including the Construction Regulations, 2014, for which he is liable as mandatory. By entering into this Contract it shall be deemed that the parties have agreed in writing to the above provisions in terms of Section 37(2) of the Act. The Contractor shall sign the Occupational Health and Safety Agreement for Contract Work in the City of Tshwane Metropolitan Municipality included in section C1.3.</i></p>

CLAUSE / SUB-CLAUSE	VARIATION / ADDITION
	<p>Add the following new sub-clause:</p> <p>4.3.5 <i>The Employer retains an interest in all inquiries conducted under this Contract in terms of Section 31 and/or 32 of the Occupational Health and Safety Act, 1993 (Act 85 of 1993) and its Regulations following any incident involving the Contractor and/or Sub-Contractor and/or their employees. The Contractor shall notify the Employer in writing of all investigations, complaints or criminal charges which may arise pursuant to work performed under this Contract in terms of the Occupational Health and Safety Act, 1993 (Act 85 of 1993) and Regulations.</i></p>
6.1	<p>Add the following new sub-clause:</p> <p>6.1.2 <i>Payment for works identified in the Scope of Work as being labour-intensive shall only be made in accordance with the provisions of the Contract if the works are constructed strictly in accordance with the provisions of the Scope of Work. Any non-payment for such works shall not relieve the Contractor in any way of his obligations either in contract or in delict.</i></p> <p>Add the following new sub-clause</p> <p>6.1.3 <i>The Contractor shall be paid at Pretoria in the currency of the Republic of South Africa only at the Office of the Chief Financial Officer of the CITY OF TSHWANE, unless otherwise stated in the Data provided by Employer.</i></p>
8.6	<p>Replace clause 8.6 with the following:</p> <p>8.6 Insurances</p> <p>8.6.1 <i>Without limiting the Contractor's/Sub-contractor's obligation in terms of the Contract, the Employer will effect and maintain for the duration of the Contract until the issuing of the Defects Certificate or the end of the Maintenance Period, the following insurances in the name of the Contractor (including all Subcontractors whether nominated or otherwise):</i></p> <p>8.6.2 <i>The Employer's insurer will indemnify the Contractor/Sub-contractor against physical loss of or damage to any part of the Property Insured not exceeding the maximum contract value or the final contract value estimated at inception including free issue materials were applicable as stated in the Contract Data:</i></p> <ol style="list-style-type: none"> a. <i>Whilst in transit including loading and unloading whilst temporarily stored at any premises en-route to or from the Contract Site within the Territorial Limits;</i> b. <i>From the time of unloading, dismantling or preparation at the Contract Site and thereafter until the Property Insured has been officially accepted by the Employer and becomes his responsibility by means of a notice of completion certificate or similar evidence of legal transfer of risk;</i> c. <i>During the contractual defects liability or Maintenance Period which shall not exceed the period reflected in the Schedule but only so far as the Contractors and/or Sub-Contractors may be liable for such loss or damage under the defects liability or maintenance condition/s of the Insured Contract;</i> d. <i>Removal of debris;</i> e. <i>Surrounding property</i> f. <i>Work away;</i>

CLAUSE / SUB-CLAUSE	VARIATION / ADDITION
	<p>g. Off site storage</p> <p>h. Temporary repairs;</p> <p>i. Contribution clause – marine;</p> <p>j. Escalation during Contract Period;</p> <p>k. Post loss escalation;</p> <p>l. Automatic reinstatement;</p> <p>m. Principals maintenance;</p> <p>n. Property taken over;</p> <p>o. Beneficial occupation;</p> <p>p. Escalation due to currency fluctuation;</p> <p>q. Manufacturers guarantees</p>
8.6.3	<p><i>The Employer's insurer will indemnify the Contractor/Sub-contractor against all sums for which the Contractor/Sub-contractor shall become legally liable towards third party claimants to pay for and in consequence of:</i></p> <p>a. <i>Accidental death of or bodily injury to or illness or disease contracted by any person (excluding employees of the Contractor/Subcontractor);</i></p> <p>b. <i>Accidental physical loss or damage to tangible property occurring during the Period of Insurance and arising out of or in connection with the performance of the Insured Contract at the Contract Site as defined in the Schedule. The minimum limit of indemnity for any one event is R10-million in respect of contracts with a contract value of up to R50-million (excluding VAT).</i></p>
8.7	<p><i>Insurance premium payable</i></p> <p><i>The Employer will pay the insurance premium for the works damage and public liability insurance cover. The insurance premium will be calculated based on the approved budget per financial year and the insurance premium will be charged out to the relevant departments by the Section: Insurance and Risk Management.</i></p>
8.8	<p><i>Additional insurance by the Employer</i></p> <p><i>The Employer shall be free to effect at his own cost any additional insurance, which he deems necessary in own interest to cover loss or damage not insured in terms of the insurance policies of Sub-Clause 8.6.1.1 of this Clause.</i></p>
8.9	<p><i>Additional insurance by the Contractor / Subcontractor</i></p> <p><i>The Contractor and Sub-contractor shall be free to effect and maintain at their own cost any additional insurance which the Contractor/Subcontractor deem necessary to cover damage, loss or injury not insured in terms of the insurance effected by the Employer's insurer. The cost of the additional insurance will be for the account of the Contractor/Subcontractor.</i></p>
8.10	<p><i>Contractor satisfied with insurance</i></p> <p><i>The submission of a tender shall be construed as acknowledgement by the Contractor that he is satisfied with the insurance cover effected by the Employer.</i></p>
8.11	<p><i>Contractor to observe conditions</i></p>

CLAUSE / SUB-CLAUSE	VARIATION / ADDITION
	<p><i>The Contractor shall give all notices and observe all conditions and requirements imposed by the relevant insurance policies, which shall be binding on the Contractor.</i></p>
8.12	<p><i>Contractor to insure</i></p> <p><i>The Contractor/Sub-contractor must obtain for the duration of the contract until the issuing of the Defects Certificate or the end of the Maintenance Period, the following insurance policies at an insurance company within 14 (fourteen) days of the notification of acceptance of the tender and must pay all premiums and supply proof thereof to the relevant Project Manager, 30 (thirty) days before the inception of the contract, that the policies have been taken out and that all premiums have been paid:</i></p> <ol style="list-style-type: none"> <i>All Risk Insurance cover with regard to all Plant and Materials and Equipment, owned, leased or hired by the Contractor that are used in the execution of the contract for the full replacement value thereof.</i> <i>Motor Vehicle and Liability Insurance cover indicating the registration numbers of the vehicles owned, leased or hired by the Contractor that are used in the execution of the contract to the amount of at least R10-million per claim with the number of claims unlimited.</i> <i>SASRIA cover for motor vehicles and Plant and Materials and Equipment owned, leased or hired by the Contractor that are used in the execution of the contract for the full replacement value thereof.</i> <i>In respect of Plant and Materials and Equipment and Motor Vehicles brought onto the Site by or on behalf of Subcontractors, the Contractor shall be deemed to have complied with the provisions of this Sub-Clause by ensuring that such Subcontractors have similarly insured such Plant and Materials and Equipment and Motor Vehicles.</i> <i>Proof must also be submitted that the Contractor complies with the conditions of the following legislation:</i> <ul style="list-style-type: none"> <i>Compensation for Occupational Injuries and disease, 1993</i> <i>Unemployment Insurance Act, 1996</i> <i>The Contractor shall in respect of the Site of the contract works appoint in writing a Section 16 appointee to meet the requirements of the Health and Safety Act, No 85 of 1993 as amended.</i>
8.13	<p><i>The Employer's Agent involved must furnish the required insurance documentation 30 (thirty) days before the inception of the contract to the Section: Insurance and Risk Management.</i></p>
8.14	<p><i>Reporting of incidents</i></p> <p><i>In the event of an occurrence, which is likely to give rise to a claim under the insurance policy affected by the Employer, the Contractor / Subcontractors and Project Manager will adhere to the following procedures:</i></p> <ol style="list-style-type: none"> <i>In addition to any statutory obligations and/or requirements contained in the General Conditions of Contract, the Contractor shall notify the Employer and the Employer's Agent of every occurrence within 48 (forty-eight) hours giving the circumstances, nature and an estimate of the loss or damage.</i> <i>The Employer's Agent will be responsible to complete and submit the relevant claim documentation for each incident within 30 (thirty) days</i>

CLAUSE / SUB-CLAUSE	VARIATION / ADDITION
	<p><i>after the incident occurred to the Section: Insurance and Risk Management. Should the incident be reported by the Employer's Agent more than 30 (thirty) days after the incident occurred to the Section: Insurance and Risk Management, the claim will only be considered if the claim documentation is accompanied by a letter from the relevant Strategic Executive Director motivating the reason(s) for the late reporting of the incident, but the Project Manager must take note the Insurer might repudiate the loss if it is found that the insurers rights have been compromised as a result of the late reporting.</i></p> <p>c. <i>The following documentation must be included with the claim documentation:</i></p> <ul style="list-style-type: none"> - <i>Photos of damages caused or suffered as proof or substantiation of the claims.</i> <p>d. <i>In the event of Insured Property being damaged during the Contract Works beyond economical repair, the property must be safeguarded and be handed over to the Employer's insurer for salvage.</i></p> <p>e. <i>The Section: Insurance and Risk Management will inform the Employer's insurer of the incident. The Contractor/Subcontractor shall afford all reasonable access to the Site to the Employer, the Employer's Agent, the Employer's insurers and/or representatives for the purpose of assessment of any loss or damage.</i></p> <p>8.15 Reporting of catastrophic incidents</p> <p><i>In the event of an occurrence, which is likely to give rise to a claim, under the insurance policy effected by the Employer, with an estimated loss or damage of more than R250 000,00, the Contractor and the Employer's Agent will adhere to the following procedures:</i></p> <ul style="list-style-type: none"> a. <i>In addition to any statutory obligations and/or requirements contained in the General Conditions of Contract, the Contractor shall notify the Employer and the Employer's Agent Manager of every occurrence within 24 (twenty-four) hours giving the circumstances, nature and an estimate of the loss or damage.</i> b. <i>The Employer's Agent must notify the Section: Insurance and Risk Management on the same day that the Contractor/Sub-contractor has notified the Project Manager of the incident.</i> c. <i>The Section: Insurance and Risk Management will notify the Employer's insurer of the incident. The Contractor/Sub-contractor shall afford all reasonable access to the Site to the Employer, the Employer's Agent, the Employer's insurers and/or representatives for the purpose of assessment of any loss or damage.</i> d. <i>The Employer's Agent will be responsible to complete and submit the relevant claim documentation for each incident within 30 (thirty) days after the incident occurred to the Section: Insurance and Risk Management. Should the incident be reported by the Project Manager more than 30 (thirty) days after the incident occurred to the Section: Insurance and Risk Management, the claim will only be considered if the claim documentation is accompanied by a letter from the relevant Strategic Executive Officer motivating the reason(s) for the late reporting of the incident. Should the relevant claim documentation not be submitted within 30 (thirty) days, the claim will be repudiated.</i>

CLAUSE / SUB-CLAUSE	VARIATION / ADDITION
	<p>8.16 <i>Reporting of crime related incidents</i></p> <p><i>All crime related incidents, losses or shortages irrespective of the value, must be reported within 24 (twenty-four) hours by the person who was involved or who has discovered the incident to the nearest South African Police Services (SAPS) station. The name of the Police Station, Investigation Officer and the Case number must be obtained and stated on the Contractor Claim Form. Should the incident not be reported to the SAPS, the claim will be repudiated.</i></p> <p>8.17 <i>Claim documentation</i></p> <p><i>The Employer's Agent must obtain all relevant information from the Contractor/Sub-contractor and complete the Contractor Claim Form, included in this report as Annexure B that is available on the Intranet. The project number must be stated on the Contractor Claim Form.</i></p> <p><i>The Employer's Agent must submit with the Contractor Claim Form a detailed cost sheet indicating the estimate of the loss or damage.</i></p> <p><i>Any misrepresentation, misdescription or non-disclosure of material facts, at the option of the insurers, can result in claims submitted being declared null and void.</i></p> <p>8.18 <i>Authorization of claim forms</i></p> <p><i>It is imperative that a formally delegated official or his nominee of the Employer should authorize the Contractor Claim forms as proof of the appropriate authorization, verification and approval of claims submitted. The Strategic Executive Director must provide an authorization letter to the Section: Insurance and Risk Management stating the names and the specimen signatures of the delegated official or his nominee within 30 (thirty) days from approval of this report by Council. Should the delegated official or his nominee not sign the relevant claim form, the claim will be repudiated as this may lead to inappropriate independent verification of the validity of claims, thereby increasing the risk of insurance fraud and consequent reputation damage to the Employer.</i></p> <p>8.19 <i>Contractor to pay deductibles</i></p> <p><i>Any claim in terms of the insurance affected by the Employer shall be subject to the Contractor being responsible for the payment of the amount stated in the Annexure to the Policies as being the deductible (first amount payable or Excess) as defined in the Certificate of Insurance issued by the Employer's insurer in terms of the Policy.</i></p> <p>8.20 <i>Settlement of claims</i></p> <p><i>All incidents reported to the Section: Insurance and Risk Management in respect of an occurrence, which is likely to give rise to a claim will be forwarded to the Employer's insurer who will take the necessary actions for the settlement of any such claims.</i></p> <p><i>The Contractor shall <u>negotiate</u> for the settlement of claims with the Employer or the Employer's insurer through the Section: Insurance and Risk Management. The Employer's Chief Financial Officer will authorize all settlements of claims.</i></p>

CLAUSE / SUB-CLAUSE	VARIATION / ADDITION
	<p><i>Should action for the settlement of any such claim to the satisfaction of the Employer's Agent not be taken by the Contractor/sub-contractor within 30 (thirty) days after receipt of such claim by the Contractor/sub-contractor, the Employer or the Employer's insurer may settle any such claim, after giving the Contractor notice of its intention to do so; provided that no such claim shall be settled by the Employer or the Employer's insurer without first consulting the Contractor/sub-contractor.</i></p> <p><i>The foregoing provisions of this Sub-Clause shall apply mutatis mutandis to any such claim received by the Contractor directly.</i></p>

C1.2.3 DATA PROVIDED BY THE EMPLOYER

The Data which will apply to all work under the GCC Contract is

CLAUSE/OPTION	DATA
10.1	<ul style="list-style-type: none"> The <i>Employer</i> is City of Tshwane Metropolitan Municipality. The <i>Employer</i> has authorised the Group Head to act on his behalf in respect of this Contract, save for such duties or functions: <ul style="list-style-type: none"> – which other holders of office ex officio execute on behalf of the <i>Employer</i>; or – for which the Group head has no authority and the <i>Employer's</i> approval is required before execution thereof. The Group Head is: CALI PHANYANE GROUP HEAD: REGIONAL OPERATIONS AND COORDINATION
20.1	<ul style="list-style-type: none"> The <i>scope</i> is in Part C3: Scope of Work
30.1	<ul style="list-style-type: none"> The <i>end date</i> will be 3 years after date of acceptance.

The general conditions of contract applicable to this contract shall be **General Conditions of Contract for Construction Works, Third Edition (2015)**, as well as the Data provided by Employer.

CLAUSE/OPTION		DATA				
1.1.1.14	The time for achieving Practical Completion is:	The time allocated by the Deputy Directors (Regional Project Managers) – As and When tender.				
1.1.1.15	The name of the Employer is:	City of Tshwane Metropolitan Municipality.				
1.1.1.26	The Pricing Strategy is:	Re-measurement Contract				
1.2.1.2	The address of the Employer is:	3rd FLOOR, ROOM 305 Tshwane House 320 Madiba Street Pretoria CBD 0002				
1.1.1.16	Communication and Project Coordinator/ Deputy Directors - Regional Project Managers. (Employer’s Agent(s))	ROC Department Project Coordinator: Wouter Koekemoer (WouterK@TSHWANE.GOV.ZA) Deputy Directors (Regional Project Managers): Region 1: Tsholofelo D. Morolong (TsholofeloMalo@TSHWANE.GOV.ZA) Region 2: Thabo A. Mogapaesi (ThaboMog@TSHWANE.GOV.ZA)/ Tom G.B. Smith (TomS@TSHWANE.GOV.ZA) Region 3: Tshepo Mompei (TshepoM@TSHWANE.GOV.ZA)/ Marius Dicks (MariusD@TSHWANE.GOV.ZA) Region 4: Mpho Mafela (Mpho Mafela (MphoMa@TSHWANE.GOV.ZA) Region 5: Kenneth M. Phakoago (KennethPh@TSHWANE.GOV.ZA) Region 6: Christine Myburg (ChristineMy@Tshwane.gov.za/ Abie K. Motsubela (AbieM@Tshwane.gov.za) Region 7: Raesetja M. Mbewe (RaesetjaS@TSHWANE.GOV.ZA) * Deputy Director means the person appointed as the Deputy Director responsible for Parks in the respective Region or the person appointed to act on his/her behalf is a delegate of the Regional Head with the responsibility to ensure that the terms and conditions stipulated in the tender are honoured by the Tenderer.				
1.2.1.2	The address of the Employer’s (City of Tshwane’s) Project Coordinator is:	Regional Operations and Coordination Department PO Box 440 Pretoria 0001				
3.1.3		<ul style="list-style-type: none">• The Project Coordinator and/ or respective Deputy Directors (Regional Project Managers)/ Employer’s Agents are required to obtain approval of the Employer:<ul style="list-style-type: none">▪ for expenditure on the Contract to exceed the Contract Price;▪ prior to the execution of any of the following duties of functions: <table><tr><th>CLAUSE</th><th>DUTY/FUNCTION</th></tr><tr><td>3.2.1</td><td>Nomination of person as Deputy Directors’ Representative</td></tr></table>	CLAUSE	DUTY/FUNCTION	3.2.1	Nomination of person as Deputy Directors’ Representative
CLAUSE	DUTY/FUNCTION					
3.2.1	Nomination of person as Deputy Directors’ Representative					

CLAUSE/OPTION		DATA	
		3.3.4	Authorization to Deputy Directors' Representative or any other person
		4.10.1	Approval to use the Site for any other purpose such as housing
		5.3.1	Delivery of the written notice to commence the execution of the works
		5.6.3	Approval of programme of construction related work
		5.7.2	Permission to carry out work by day and by night
		5.8.1.1	Approval to work on special non-working days and between sunset and sunrise
		5.9.7	Approval of Contractor's designs/ work schedules
		5.11	Suspension of progress of the Works
		5.13.2	Reduction of penalty for delay
		5.14.2	The issue of a Certificate of Practical Completion
		5.14.4	The issue of a Certificate of Completion
		5.16.1	The issue of a Final Approval Certificate
		6.3.1	Variation Orders in respect of variations which are not small
		6.6	Instruction to expend on Provisional and Prime Cost Sums
		6.11	Adjustment of Preliminary and General allowances
		7.8.1	Order to execute work of repair, etc. during the Defects Liability Period
		7.8.2	Determination of value of repair work
		8.2.2.2	Order to repair and make good damage arising from any excepted risk
5.3.1	The documentation required before commencement with Works execution are:	<ul style="list-style-type: none"> • Health and Safety Plan (Refer to Clause 4.3) • Initial programme (Refer to Clause 5.6) • Security (Refer to Clause 6.2) • Proof that all contributions required in terms of the provisions of the Workman's Compensation Act (Act no 30 of 1941) as amended in 1993, 2002 have been paid (Refer to Cause 4.3.2) • A certified copy of Unemployment Insurance Certificate, Act of 1996 (Refer to Clause 4.3.2) 	
5.3.2	The time to submit the documentation required from the Commencement Date is:	28 days	
5.8.1	The non-working days are:	Sundays	
	The special non-working days are:	<ul style="list-style-type: none"> • Annual builders holiday • Statutory public holidays 	
5.13.1	The penalty for failing to complete the works is:	If the supplier fails to deliver any or all of the goods or to perform the services according to the tender specifications and/ or within the	

CLAUSE/OPTION		DATA																		
		<p>period(s) specified in the contract, the City shall provide the service provider with a written notice requiring the service provider to remedy the default within 7 (seven) days from the date of delivery of the notice.</p> <p>Should the service provider fail to remedy the default within 7 (seven) days after receiving the notice, the City shall be entitled, without prejudice to any alternative or additional right of action or remedy available to the City and without further notice, impose penalties as indicted below:</p> <p>If the supplier fails to deliver any sub-items or on any of the Items as a whole according to the tender specifications and/ or within the period(s) specified in the contract, the purchaser shall, without prejudice to its other remedies under the contract, deduct from the contract price, as a penalty an amount of R1 000 per day (Non-Performance penalty applicable per calendar day) for each day of the delay until actual delivery or performance.</p> <p>In the event of the Tenderer failing to complete all three Items (Action by Machine; Action by Hand (Digging); and Action by Hand (Closing of Graves), the City reserves the right to withhold payment for all Items/ services for each relevant grave as a penalty.</p>																		
5.14.1	Requirements for achieving Practical Completion	<ul style="list-style-type: none"> Practical Completion will be as per the time allocated by the Deputy Directors (Regional Project Managers). 																		
6.8.2	Adjustment in rates and/or prices	<ul style="list-style-type: none"> The value of the certificates issued shall be adjusted in accordance with the Contract Price Adjustment Schedule with the following values: <table border="1"> <thead> <tr> <th>Coefficient</th><th>Description</th><th>Value</th></tr> </thead> <tbody> <tr> <td><i>x</i></td><td>Portion not subject to adjustment</td><td>0.10</td></tr> <tr> <td><i>a</i></td><td>Labour</td><td>0.21</td></tr> <tr> <td><i>b</i></td><td>Contractor's Equipment</td><td>0.27</td></tr> <tr> <td><i>c</i></td><td>Materials</td><td>0.42</td></tr> <tr> <td><i>d</i></td><td>Fuel</td><td>0.10</td></tr> </tbody> </table> <p>(Coefficients a, b, c and d must sum to one)</p> <ul style="list-style-type: none"> The area nearest the Site is Gauteng. The base month is the month and year prior to the closing of the tender. 	Coefficient	Description	Value	<i>x</i>	Portion not subject to adjustment	0.10	<i>a</i>	Labour	0.21	<i>b</i>	Contractor's Equipment	0.27	<i>c</i>	Materials	0.42	<i>d</i>	Fuel	0.10
Coefficient	Description	Value																		
<i>x</i>	Portion not subject to adjustment	0.10																		
<i>a</i>	Labour	0.21																		
<i>b</i>	Contractor's Equipment	0.27																		
<i>c</i>	Materials	0.42																		
<i>d</i>	Fuel	0.10																		
8.6	Insurance of the Works and Public Liability Insurance	<p>Be aware that the extent of insurance to be provided by the Employer (if any) might not be for the full cover required in terms of the conditions of contract identified in the contract data. The tenderer is advised to seek qualified advice regarding insurance.</p> <p>A copy of the policy and the list of excesses may be obtained from</p> <p>Contractors All Risk and Liability Insurance Ms. Morongwa Mokoena (Tel: 012 358 1126) (morongwam@tshwane.gov.za)</p>																		

ROC 11 2023/ 24 Tender for the for the excavation, re-opening and closing of graves, with other functions, for all cemeteries in the City of Tshwane, as and when required for a 3-year period.

CLAUSE/OPTION		DATA
		Mrs Ronett Marlow-Reid (Tel: 012 358 1131) (ronettm@tshwane.gov.za) Mr Lawrence Matjila (Tel: 012 358 1374) (lawrencem@tshwane.gov.za)
	The value of plant and materials supplied by the Employer to be included in the insurance sum is:	R 0 (zero)
	Responsibility for payment of deductibles in respect of Insurance of Works as well as Public Liability Insurance:	Deductibles are the responsibility of the Contractor
	Construction Plant:	Contractor to insure. Policy to be approved by Employer
10.5	Determination of disputes	Ad-hoc Adjudication Board
10.5.3	Number of Adjudication Board members to be appointed:	One
10.6	Disagreement with Adjudication Board's decision, refer matters to:	Court proceedings

ROC 11 2023/ 24 Tender for the for the excavation, re-opening and closing of graves, with other functions, for all cemeteries in the City of Tshwane, as and when required for a 3-year period.

C1.2.4 DATA PROVIDED BY THE CONTRACTOR

CLAUSE/OPTION		DATA	
1.1.1.9	The name of the Contractor is:		
1.2.1.2	The address of the Contract is:	• Physical Address:	
		• Postal Address:	
		• Fax to E-Mail:	
		• E-Mail Address:	

C1.3 HEALTH AND SAFETY AGREEMENT

Article of Agreement in terms of Section 37(2) of the Occupational Safety Act, 1993 between

CITY OF TSHWANE

(Hereinafter referred to as the "EMPLOYER")

AND

Herein represented by _____ in his/her capacity as _____ duly authorised by
virtue of a resolution dated _____, attached hereto Annexure A, of the said
_____ (herein after referred to as the "CONTRACTOR")

WHEREAS the CONTRACTOR is the mandatory of the EMPLOYER as contemplated in an agreement in respect of

ROC 11 2023 24 Tender for the for the excavation, re-opening and closing of graves, with other functions, for all cemeteries in the City of Tshwane, as and when required for a 3-year period.

AND WHEREAS section 37 of the Occupational Health and Safety act, 1993 (Act 85 of 1993), hereinafter referred to as the "ACT"), imposes certain powers and duties upon the EMPLOYER.

AND WHEREAS the parties have agreed to enter into an agreement in terms of section 37(2) of the ACT.

NOW THEREFORE the parties agree as follows:

- (a) The CONTRACTOR undertakes to acquaint the appropriate officials and employees of the CONTRACTOR with all relevant provisions of the ACT and the regulations promulgated in terms thereof.
- (b) The CONTRACTOR undertakes that all relevant duties, obligations and prohibitions imposed in terms of the ACT and Regulations will be fully complied with. Provided that should the EMPLOYER prescribe certain arrangements and procedures, that same shall be observed and adhered to by the CONTRACTOR, his officials and employees. The CONTRACTOR shall bear the onus of acquainting himself/herself/itself with such arrangements and procedures.
- (c) The CONTRACTOR hereby accepts sole liability for such due compliance with the relevant duties, obligations, prohibitions, arrangements and procedure, if any, imposed by the ACT and Regulations and the EMPLOYER expressly absolves the EMPLOYER from itself being obliged to comply with any of the aforesaid duties, obligations, prohibitions, arrangements and procedure as the case may be.
- (d) The CONTRACTOR agrees that any duly authorised officials of the EMPLOYER shall be entitled, although not obliged, to take such steps as may be necessary to ensure that the CONTRACTOR has complied with the undertakings as more fully set out in paragraphs 1 and 2 above, which steps may include, but shall not be limited to, the right to inspect any appropriate site or premises occupied by the CONTRACTOR, or to inspect any appropriate records held by the CONTRACTOR or to take such steps it may deem necessary to remedy the default of the CONTRACTOR at the cost of the CONTRACTOR.

ROC 11 2023/ 24 Tender for the for the excavation, re-opening and closing of graves, with other functions, for all cemeteries in the City of Tshwane, as and when required for a 3-year period.



- (e) The CONTRACTOR shall be obliged to report forthwith to the EMPLOYER any investigations, complaint or criminal charge which may arise as a consequence of the provisions of the ACT and Regulations, pursuant to work performed in terms of this agreement, and shall, on written demand, provide full details in writing of such an investigation, complaint or criminal charge as the case may be

FOR AND ON BEHALF OF THE CONTRACTOR:

NAME:

(in BLOCK letters)

CAPACITY:

(of authorized agent)

SIGNATURE:

(of authorized agent)

SIGNED at _____ on this _____ day of _____

WITNESSES:

(Full name in BLOCK letters and signature)

1. _____

2. _____

FOR AND ON BEHALF OF THE EMPLOYER:

NAME:

(in BLOCK letters)

CAPACITY:

(of authorized agent)

SIGNATURE:

(of authorized agent)

SIGNED at _____ on this _____ day of _____

WITNESSES:

(Full name in BLOCK letters and signature)

1. _____

2. _____

C1.5 ADJUDICATOR'S AGREEMENT

ROC 11 2023/ 24 Tender for the for the excavation, re-opening and closing of graves, with other functions, for all cemeteries in the City of Tshwane, as and when required for a 3-year period.



This agreement is made on the _____ day of _____ between:

(name of company / organisation)

of _____

(address) and

(name of company / organisation)

Of _____

(address) (the Parties)

and _____

(name of Adjudicator)

of _____

(address) (the Adjudicator).

Disputes or differences may arise/have arisen⁴ between the Parties under a Contract

Dated, _____

and known as, _____ .

and these disputes or differences shall be/have been⁵ referred to adjudication in accordance with the CIDB Adjudication Procedure, (hereinafter called "the Procedure") and the Adjudicator may be or has been requested to act.

⁴ Delete as necessary

⁵ Delete as necessary

IT IS NOW AGREED as follows:

- 1 The rights and obligations of the Adjudicator and the Parties shall be as set out in the Procedure.
- 2 The Adjudicator hereby accepts the appointment and agrees to conduct the adjudication in accordance with the Procedure.
- 3 The Parties bind themselves jointly and severally to pay the Adjudicator's fees and expenses in accordance with the Procedure as set out in the Contract Data.
- 4 The Parties and the Adjudicator shall at all times maintain the confidentiality of the adjudication and shall endeavour to ensure that anyone acting on their behalf or through them will do likewise, save with the consent of the other Parties which consent shall not be unreasonably refused.
- 5 The Adjudicator shall inform the Parties if he intends to destroy the documents which have been sent to him in relation to the adjudication and he shall retain documents for a further period at the request of either Party.

SIGNED by:

SIGNED by:

SIGNED by:

Name:

Name:

Name:

who warrants that he / she
is duly authorised to sign for
and on behalf of the first
Party in the presence of

who warrants that he / she
is duly authorised to sign
for and behalf of the
second Party in the
presence of

the Adjudicator in the
presence of

Witness

Witness:

Witness:

Name:

Name

Name:

Address:

Address:

Address:

Date:

Date:

Date:

Contract Data

1	The Adjudicator shall be paid at the hourly rate of R _____ in respect of all time spent upon, or in connection with, the adjudication including time spent travelling.
---	---

2	The Adjudicator shall be reimbursed in respect of all disbursements properly made including, but not restricted to: (a) Printing, reproduction and purchase of documents, drawings, maps, records and photographs. (b) Telegrams, telex, faxes, and telephone calls. (c) Postage and similar delivery charges. (d) Travelling, hotel expenses and other similar disbursements. (e) Room charges. (f) Charges for legal or technical advice obtained in accordance with the Procedure.
3	The Adjudicator shall be paid an appointment fee of R _____. This fee shall become payable in equal amounts by each Party within 14 days of the appointment of the Adjudicator, subject to an Invoice being provided. This fee will be deducted from the final statement of any sums which shall become payable under item 1 and/or item 2 of the Contract Data. If the final statement is less than the appointment fee the balance shall be refunded to the Parties.
4	The Adjudicator is/is not ⁶ currently registered for VAT.
5	Where the Adjudicator is registered for VAT it shall be charged additionally in accordance with the rates current at the date of invoice.
6	All payments, other than the appointment fee (item 3) shall become due 7 days after receipt of invoice, thereafter interest shall be payable at 5% per annum above the Reserve Bank base rate for every day the amount remains outstanding.

PART C2: PRICING DATA

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⁶ Delete as necessary

ROC 11 2023/ 24 Tender for the for the excavation, re-opening and closing of graves, with other functions, for all cemeteries in the City of Tshwane, as and when required for a 3-year period.



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C2.1 PRICING INSTRUCTIONS

1. General

- 1.1 This section provides the tenderer with guidelines and requirements with regard to the completion of the Price Schedule. The Schedule has to be completed in black ink and the tenderer is referred to the Tender Specifications in regard to the correction of errors.
- 1.2 The Price Schedule shall be read with all the documents which form part of this Contract.
- 1.3 The following words shall have the meanings hereby assigned to them:

Unit:	The unit of measurement for each item of work in terms of the Specifications and the Project Specifications.
Quantity:	The number of units of work for each item.
Rate:	The payment per unit of work at which the tenderer tenders to do the work.
Amount:	The product of the quantity and the rate tendered for an item.
Lump sum:	An amount tendered for an item, the extent of which is described in the Price Schedule, the Specifications and the Project Specifications, but the quantity of work of which is not measured in any units.
- 1.4 Reference shall be made to the General and Special Conditions of Contract regarding Provisional and Prime Costs Sums.
- 1.5 Work reserved for Labour Intensive construction methods will be numbered with a prefix “LI” in the Price Schedule to distinguish them from the conventional construction works. Such work shall be constructed using local labour who is temporarily employed in terms of the project specification.

2. Pay Items

- 2.1 Descriptions in the Price Schedule are abbreviated and comply generally with those in the Standard Specifications. The measurement and payment clause of each Standard Specification, read together with the relevant clauses of the Scope of Work, set out what ancillary or associated activities are included in the rates for the operations specified. Should any requirements of the measurement and payment clause of the applicable Standard Specification, or the Scope of Work, conflict with the terms of the Price Schedule, the requirements of the Standard Specification or Scope of Work, as applicable, shall prevail.
- 2.2 The item numbers appearing in the Price Schedule refer to the corresponding item number in the standard specifications or as amended in the Scope of Work. In the latter case, the item number is prefixed with the letter “B”. The same applies to new clauses added to the standard specifications.
- 2.3 Unless otherwise stated, items are measured net in accordance with the drawings, and no allowance is made for waste.
- 2.4 The quantities set out in the Price Schedule are the estimated quantities of the Works, but the Contractor will be required to undertake whatever quantities may be directed by the Engineer from time to time. The Contract Price for the completed contract shall be computed from the actual quantities of work done, valued at the relevant unit rates and prices.

- 2.5 The units of measurement described in the Price Schedule are metric units. Abbreviations used in the Price Schedule are as follows:

mm	=	millimetre	h	=	per hour
m	=	metre	kg	=	kilogram
km	=	kilometre	t	=	ton (metric = 1000kg)
m ²	=	square metre	no	=	number
m ² .pass	=	square metre pass	sum	=	sum
ha	=	hectare	MN	=	mega newton
m ³	=	cubic meter	MN.m	=	mega newton metre
m ³ .km	=	cubic meter kilometre	PC sum	=	prime cost sum
ℓ	=	litre	prov sum	=	provisional sum
kℓ	=	kilolitre	%	=	percent
MPa	=	mega pascal	kW	=	kilowatt
V	=	volt	KVA	=	kilo volt ampere
A	=	ampere	R/only	=	rate only
month	=	per month	pe	=	per establishment
day	=	per day	pm	=	per person per month
pd	=	per person per day	p	=	per person
ph	=	per person per hour			

- 2.6 The method of measurement published by the City of Tshwane in section 001 clause 04 and the clauses titled “Measurement and Payment” in the various sections of the Standard Specifications for Municipal Civil Engineering Works, Third Edition 2005, is applicable, subject to the variations and amendments contained in section C3.5.

3. Rates

- 3.1 The prices and rates to be inserted in the Price Schedule are to be full inclusive prices for the work described under the several items. Such prices and rates shall cover all costs and expenses that may be required in and for the execution of the work described, and shall cover the cost of all general risks, liabilities, and obligations set forth or implied in the documents on which the tender is based, as well as overhead charges and profit. Reasonable prices shall be inserted as these will be used as a basis for assessment of payment for additional work that may have to be carried out.

- 3.2 **A price or rate is to be entered against each item in the Price Schedule, whether the quantities are stated or not.**

An item against which no price is entered or where a word or phrase such as “included” or “provided elsewhere” will be accepted as a rate of nil (R0,00) having been entered against such items and covered by the other prices or rates in the Schedule.

Any work executed to which such a pay item applies, shall be measured under the appropriate items in the Price Schedule and valued at a rate of nil (R0,00). The rate of nil shall be valid irrespective of any change in the quantities during the execution of the Contract.

- 3.3 The Tenderer shall fill in a rate against all items where the words “rate only” appears in the amount column. The intention is that, although no work is foreseen under such item and no quantities are consequently given in the quantity column, the tendered rate shall apply should work under this item be actually required.
- 3.4 Except where rates only are required, the Tenderer shall insert all amounts to be included in his total tendered price in the “Amount” column and show the corresponding total tendered price.
- 3.5 The tenderer shall not group together a number of items and tender one rate for such group of items.
- 3.6 All rates and sums of money quoted in the Price Schedule shall be in rands and whole cents. Fractions of a cent shall be discarded.
- 3.7 All prices and rates entered in the Price Schedule must be excluding VAT. VAT will be added last on the summary page of the Price Schedule.
- 3.8 Should excessively high unit prices be tendered, such prices may be of sufficient importance to warrant rejection of a tender by the Employer.
- 3.9 The employer reserves a right to conduct service provider’s capability to deliver on the contract and as such any service provider found to pose a risk of non-delivery on any material fact will and/or shall be disqualified.

4. Corrections of entries made by tenderer

Any entry made by the Tenderer in the Price Schedule, forms, etc, which the tenderer desires to change, shall not be erased or painted out. A line shall be drawn through the incorrect entry and the correct entry shall be written above in black ink and the full signature of the Tenderer shall be placed next to the correction.

5. Quantities for evaluation only

The quantities set out in the **Pricing Schedule**, are only approximate quantities and will only be used for tender evaluation purposes. These quantities do not reflect any work to be done. The amount of work to be done is “as and when required” i.e. unknown. The quantities given are therefore neither warranted nor guaranteed.

C2.2 PRICING SCHEDULE

GENERAL CONDITIONS

1. This is a rates only tender.
2. All the totals in the tender is used for evaluation purposes only and does not reflect the value of the tender.
3. The quantities mentioned in the tender are estimates only and the Municipality reserves the right to increase or decrease same.
4. The tenderers must include the costs of the Occupational Health and Safety Officer to be appointed. Only one OHS Officer will be required for the Region/ Regions within the Area that the successful tenderer may possibly be appointed for.
5. Only one Health and Safety Plan and one Health and Safety File is required for the whole Area.
6. The Summary Price Schedule for each Area (including the relevant Region(s) within an Area) is for evaluation purposes only.
7. The City reserves the right to enter into price negotiations with the shortlisted tenderers before awarding the tender.
8. The prices for all the respective items in the pricing schedule below should also make provision for all the relevant costs including those related to the Scope and Specifications of the Tender as indicated in Part C3 Scope of Works set out in Paragraph 3, (Scope); Paragraph 4 (Specifications), Paragraph 5 (Execution of Work), Paragraph 6 (Personnel, Vehicles, Implements and Equipment per Region); Paragraph 7 (Occupational health and Safety); and Paragraph 8 (Requirements after contract has been awarded).

AREA and Regions	Tractor-Loader-Backhoe (TLB)	Jackhammer & Compressor	Water pump	LDV
AREA A: Region 1	5	0	4	1
AREA B: Region 3	2	1	3	1
AREA C: Region 2, 4, 5. 6. 7)	12	7	14	5

AWARD:

1. The tender is rates based.
2. The tender will be evaluated per Area.
3. Tenderers must tender for all Areas and tenderers must tender for all regions within each area. Failure to do so will invalidate the tender.
4. The tenderers must bid for items 1, 2, and 3 for each of the Regions within each respective Area and for Item 4 for each of the three Areas.
5. Tenderers should be registered with the Construction Industry Development Board (CIDB). The required contractor CIDB grading designation for Area A (Region 1) is 3CE or higher, for Area B (Region 3) is 3CE or higher, and for Area C (Regions 2, 4, 5, 6, and 7) is 3CE or higher. Failure to submit and meet the minimum CIDB requirements shall disqualify the tenderer.

Material Nr	PER SECTION
3030670	ROC11-2023/24 GRAVE DIG CLOSE MACHINE R1
3030671	ROC11-2023/24 GRAVE DIGGING BY HAND R1
3030672	ROC11-2023/24 GRAVE CLOSING BY HAND R1
3030673	ROC11-2023/24 OHS COMPLIANCE R1
3030674	ROC11-2023/24 GRAVE DIG CLOSE BY M/C R2
3030675	ROC11-2023/24 GRAVE DIGGING BY HAND R2
3030676	ROC11-2023/24 GRAVE CLOSING BY HAND R2
3030677	ROC11-2023/24 OHS COMPLIANCE R2
3030678	ROC11-2023/24 GRAVE DIG CLOSE BY M/C R3
3030679	ROC11-2023/24 GRAVE DIGGING BY HAND R3
3030680	ROC11-2023/24 GRAVE CLOSING BY HAND R3
3030681	ROC11-2023/24 OHS COMPLIANCE R3
3030682	ROC11-2023/24 GRAVE DIG CLOSE BY M/C R4
3030683	ROC11-2023/24 GRAVE DIGGING BY HAND R4
3030685	ROC11-2023/24 GRAVE CLOSING BY HAND R1
3030686	ROC11-2023/24 OHS COMPLIANCE R4
3030687	ROC11-2023/24 GRAVE DIG CLOSE BY M/C R5
3030688	ROC11-2023/24 GRAVE DIGGING BY HAND R5
3030689	ROC11-2023/24 GRAVE CLOSING BY HAND R5
3030691	ROC11-2023/24 OHS COMPLIANCE R5
3030692	ROC11-2023/24 GRAVE DIG CLOSE BY M/C R6
3030693	ROC11-2023/24 GRAVE DIGGING BY HAND R6
3030694	ROC11-2023/24 GRAVE CLOSING BY HAND R6
3030695	ROC11-2023/24 OHS COMPLIANCE R6
3030697	ROC11-2023/24 GRAVE DIG CLOSE BY M/C R7
3030698	ROC11-2023/24 GRAVE DIGGING BY HAND R7
3030699	ROC11-2023/24 GRAVE CLOSING BY HAND R7

ROC 11 2023/ 24 Tender for the for the excavation, re-opening and closing of graves, with other functions, for all cemeteries in the City of Tshwane, as and when required for a 3-year period.

3030700	ROC11-2023/24 OHS COMPLIANCE R7
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DETAILED PRICING SCHEDULE:

AREA A (Region 1)

The quantities mentioned in the tender are estimates only and the Municipality reserves the right to increase or decrease same.

Cemetery	ITEM 1	ACTION BY MACHINE	ESTIMATED QUANTITIES (Per Month)	UNIT RATE (Excl VAT)	ITEM TOTAL (Excl VAT)
Region 1					
Garankuwa (old and new), Mabopane, Heatherdale, Winterveldt, Old Pretoria North, New Soshanguve Cemetery (Block P) Klipkruisfontein	1.1.1	The digging of one (1) adult monumental grave (9 years and older)	150	R	R
	1.1.2	The digging of one (1) adult Berm Section grave (9 years and older)	50	R	R
	1.1.3	Pumping water from one (1) grave	10	R	R
	1.1.4	The closing of one (1) pauper grave by machine only.	5	R	R
SUBTOTAL FOR ITEM 1 EXCLUSIVE OF VAT					R

The totals in the tender is used for evaluation purposes only and does not reflect the value of the tender.

Cemetery	ITEM 2	ACTION BY <u>HAND</u> (DIGGING)	ESTIMATED QUANTITIES (Per Month)	UNIT RATE (Excl VAT)	ITEM TOTAL (Excl VAT)
Region 1					
RGarankuwa (old and new), Mabopane, Heatherdale, Winterveldt, Old Pretoria North, Klipkruisfontein	1.2.1	The digging of one (1) new adult grave in the <u>Monumental</u> Section (9 years and older)	10	R	R
	1.2.2	The digging of one (1) new adult grave in the Berm section (9 years and older)	10	R	R

In compliance with
the CIDB Standard
for Uniformity

Cemetery	ITEM 2	ACTION BY <u>HAND</u> (DIGGING)	ESTIMATED QUANTITIES (Per Month)	UNIT RATE (Excl VAT)	ITEM TOTAL (Excl VAT)
	1.2.3	The digging of one (1) new baby grave in the <u>Monumental</u> Section (stillborn to 9 years)	15	R	R
	1.2.4	The digging of one (1) new baby grave in the Berm section. (Stillborn to 9 years)	15	R	R
	1.2.5	To prepare a hole to interment ashes in an existing grave in the Monumental Section where a tombstone, is already erected. The price shall include the closing of the hole, (stillborn to adult)	10	R	R
	1.2.6	To prepare a hole to interment ashes in an existing grave in the Berm Section where a tombstone, is already erected. The price shall include the closing of the hole, (stillborn to adult)	10	R	R
	1.2.7	The re-opening of an existing adult grave (9 years and older) in the Monumental Section.	5	R	R
	1.2.8	The re-opening of an existing adult grave (9 years and	5	R	R
City of Tshwane		In compliance with the CIDB Standard for Uniformity			

Cemetery	ITEM 2	ACTION BY <u>HAND</u> (DIGGING)	ESTIMATED QUANTITIES (Per Month)	UNIT RATE (Excl VAT)	ITEM TOTAL (Excl VAT)
		older) in the Berm Section.			
	1.2.9	The digging and closing of an ashberm grave. (Stillborn to adult, same price)	5	R	R
	1.2.10	The re-opening and closing of an ashberm grave (stillborn to adult, same price)	5	R	R
	1.2.11	The digging and closing of a grass space grave. (Stillborn to adult, same price)	5	R	R
	1.2.12	The re-opening of an existing adult grave to execute an exhumation (9 years and older) (Monumental Section)	1	R	R
	1.2.13	The re-opening of an existing adult grave to execute an exhumation (9 years and older (Berm Section)	1	R	R
	1.2.14	The re-opening of an existing baby grave to execute an exhumation (still born to 9 years) (Monumental Section)	1	R	R
	1.2.15	The re-opening of an existing baby grave to execute an exhumation (still born to 9	1	R	R
					In compliance with the CIDB Standard for Uniformity

Cemetery	ITEM 2	ACTION BY <u>HAND</u> (DIGGING)	ESTIMATED QUANTITIES (Per Month)	UNIT RATE (Excl VAT)	ITEM TOTAL (Excl VAT)
		years) (Berm Section)			
SUBTOTAL FOR ITEM 2 EXCLUSIVE OF VAT					R

The totals in the tender is used for evaluation purposes only and does not reflect the value of the tender.

Cemetery	ITEM 3	ACTION BY <u>HAND</u> (CLOSING OF GRAVES)	ESTIMATED QUANTITIES (Per Month)	UNIT RATE (Excl VAT)	ITEM TOTAL (Excl VAT)
Region 1					
Garankuwa (Old and new), Mabopane, Heatherdale, Winterveldt, Old Pretoria North, Klipkruisfontein	1.3.1	The closing of one (1) new adult grave in the Monumental Section (9 years and older)	160	R	R
	1.3.2	The closing of one (1) new adult grave in the Berm Section (9 years and older)	60	R	R
	1.3.3	The closing of one (1) new baby grave in the Monumental Section (still born to 9 years)	15	R	R
	1.3.4	The closing of one (1) new baby grave in the Berm Section (still born to 9 years)	15	R	R
	1.3.5	The closing one (1) excessive grave where 300 or more ashes are internment.	1	R	R
	1.3.6	The closing of one (1) adult grave where a re- opening was	5	R	R
					In compliance with the CIDB Standard for Uniformity

Cemetery	ITEM 3	ACTION BY HAND (CLOSING OF GRAVES)	ESTIMATED QUANTITIES (Per Month)	UNIT RATE (Excl VAT)	ITEM TOTAL (Excl VAT)
		executed in the Monumental Section (9 years and older)			
	1.3.7	The closing of one (1) adult grave where a re-opening was executed in the Berm Section (9 years and older)	5	R	R
SUBTOTAL FOR ITEM 3 EXCLUSIVE OF VAT					R

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ITEM 4 COMPLIANCE WITH THE OCCUPATIONAL HEALTH AND SAFETY ACT AND APPLICABLE REGULATIONS					
AREA A (REGION 1)					
Item	Item description	UNIT	ESTIMATED QUANTITY	UNIT RATE (Excl VAT)	ITEM TOTAL (Excl VAT)
1.4.1	Provision of a Health and Safety Plan	Per Area (Region 1)	1	R	R
1.4.2	Provision of a Health and Safety File	Per Area (Region 1)	1	R	R
1.4.3	Provision of a safety officer	Per Area (Region 1)	1	R	R
1.4.4	Provision of personal protective clothing and equipment	Per Person	33	R	R
SUBTOTAL FOR ITEM 4 EXCLUSIVE OF VAT					R

The totals in the tender is used for evaluation purposes only and does not reflect the value of the tender.

AREA C (Region 2, 4, 5, 6, 7)

The quantities mentioned in the tender are estimates only and the Municipality reserves the right to increase or decrease same.

The quantities comply with the CIDB Standard for Uniformity

Cemetery	ITEM 1	ACTION BY MACHINE	ESTIMATED QUANTITIES (Per Month)	UNIT RATE (Excl VAT)	ITEM TOTAL (Excl VAT)
Region 2					
Honingnestkrans, Temba, Tshwane North	2.1.1	The digging of one (1) adult monumental grave (9 years and older)	2	R	R
	2.1.2	The digging of one (1) adult Berm Section grave (9 years and older)	2	R	R
	2.1.3	Pumping water from one (1) grave	1	R	R
	2.1.4	The closing of one (1) pauper grave by machine only.	1	R	R
SUBTOTAL FOR ITEM 1 EXCLUSIVE OF VAT					R

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Cemetery	ITEM 2	ACTION BY <u>HAND</u> (DIGGING)	ESTIMATED QUANTITIES (Per Month)	UNIT RATE (Excl VAT)	ITEM TOTAL (Excl VAT)
Region 2					
Honingnestkrans, Temba, Tshwane North	2.2.1	The digging of one (1) new adult grave in the <u>Monumental</u> Section (9 years and older)	1	R	R
	2.2.2	The digging of one (1) new adult grave in the Berm section (9 years and older)	1	R	R
	2.2.3	The digging of one (1) new baby grave in the <u>Monumental</u>	4	R	R
					In compliance with the CIDB Standard for Uniformity

Cemetery	ITEM 2	ACTION BY HAND (DIGGING)	ESTIMATED QUANTITIES (Per Month)	UNIT RATE (Excl VAT)	ITEM TOTAL (Excl VAT)
		Section (stillborn to 9 years)			
	2.2.4	The digging of one (1) new baby grave in the Berm section. (stillborn to 9 years)	2	R	R
	2.2.5	To prepare a hole to interment ashes in an existing grave in the Monumental Section where a tombstone, is already erected. The price shall include the closing of the hole, (stillborn to adult)	1	R	R
	2.2.6	To prepare a hole to interment ashes in an existing grave in the RBerm Section where a tombstone, is already erected. The price shall include the closing of the hole, (stillborn to adult)	1	R	R
	2.2.7	The re-opening of an existing adult grave (9 years and older) in the Monumental Section.	2	R	R
	2.2.8	The re-opening of an existing adult grave (9 years	2	R	R

Cemetery	ITEM 2	ACTION BY HAND (DIGGING)	ESTIMATED QUANTITIES (Per Month)	UNIT RATE (Excl VAT)	ITEM TOTAL (Excl VAT)
		and older) in the Berm Section.			
	2.2.9	The digging and closing of an ashberm grave. (Stillborn to adult, same price)	1	R	R
	2.2.10	The re-opening and closing of an ashberm grave (stillborn to adult, same price)-	1	R	R
	2.2.11	The digging and closing of a grass space grave. (Stillborn to adult, same price)	1	R	R
	2.2.12	The re-opening of an existing adult grave to execute a exhumation (9 years and older) (Monumental Section)	1	R	R
	2.2.13	The re-opening of an existing adult grave to execute an exhumation (9 years and older (Berm Section)	1	R	R
	2.2.14	The re-opening of an existing baby grave to execute an exhumation (still born to 9 years) (Monumental Section)	1	R	R
	2.2.15	The re-opening of an existing baby grave to execute an exhumation (still born to 9	1	R	R
					In compliance with the CIDB Standard for Uniformity

Cemetery	ITEM 2	ACTION BY <u>HAND</u> (DIGGING)	ESTIMATED QUANTITIES (Per Month)	UNIT RATE (Excl VAT)	ITEM TOTAL (Excl VAT)
		years) (Berm Section)			
SUBTOTAL FOR ITEM 2 EXCLUSIVE OF VAT					R

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Cemetery	ITEM 3	ACTION BY <u>HAND</u> (CLOSING OF GRAVES)	ESTIMATED QUANTITIES (Per Month)	UNIT RATE (Excl VAT)	ITEM TOTAL (Excl VAT)
Region 2					
Honingnestkrans, Temba, Tshwane North	2.3.1	The closing of one (1) new adult grave in the Monumental Section (9 years and older)	3	R	R
	2.3.2	The closing of one (1) new adult grave in the Berm Section (9 years and older)	3	R	R
	2.3.3	The closing of one (1) new baby grave in the Monumental Section (still born to 9 years)	4	R	R
	2.3.4	The closing of one (1) new baby grave in the Berm Section (still born to 9 years)	2	R	R
	2.3.5	The closing one (1) excessive grave where 300 or more ashes are internment.	1	R	R
	2.3.6	The closing of one (1) adult grave where a re- opening was	2	R	R
					In compliance with the CIDB Standard for Uniformity

Cemetery	ITEM 3	ACTION BY HAND (CLOSING OF GRAVES)	ESTIMATED QUANTITIES (Per Month)	UNIT RATE (Excl VAT)	ITEM TOTAL (Excl VAT)
		executed in the Monumental Section (9 years and older)			
	2.3.7	The closing of one (1) adult grave where a re-opening was executed in the Berm Section (9 years and older)	2	R	R
SUBTOTAL FOR ITEM 3 EXCLUSIVE OF VAT					R

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AREA B (Region 3)

The quantities mentioned in the tender are estimates only and the Municipality reserves the right to increase or decrease same.

Cemetery	ITEM 1	ACTION BY MACHINE	ESTIMATED QUANTITIES (Per Month)	UNIT RATE (Excl VAT)	ITEM TOTAL (Excl VAT)
Region 3					
Zandfontein, Lotus Gardens, Saulsville, Rebecca Street, Church Street, Atteridgeville	3.1.1	The digging of one (1) adult monumental grave (9 years and older)	140	R	R
	3.1.2	The digging of one (1) adult Berm Section grave (9 years and older)	50	R	R
	3.1.3	Pumping water from one (1) grave	10	R	R
	3.1.4	The digging of one (1) excess grave in Rebecca Street Cemetery where a minimum 300	2	R	R
					In compliance with the CIDB Standard for Uniformity

Cemetery	ITEM 1	ACTION BY MACHINE	ESTIMATED QUANTITIES (Per Month)	UNIT RATE (Excl VAT)	ITEM TOTAL (Excl VAT)
		ashes in holders are to be interment.			
	3.1.5	The closing of one (1) excess grave by machine only. (Only Rebecca Street Cemetery)	2	R	R
	3.1.6	The closing of one (1) pauper grave by machine only.	5	R	R
SUBTOTAL FOR ITEM 1 EXCLUSIVE OF VAT					R

The totals in the tender is used for evaluation purposes only and does not reflect the value of the tender.

Cemetery	ITEM 2	ACTION BY <u>HAND</u> (DIGGING)	ESTIMATED QUANTITIES (Per Month)	UNIT RATE (Excl VAT)	ITEM TOTAL (Excl VAT)
Region 3					
Zandfontein, Lotus Gardens, Saulsville, Rebecca Street, Church Street, Atteridgeville,	3.2.1	The digging of one (1) new adult grave in the <u>Monumental</u> Section (9 years and older)	10	R	R
	3.2.2	The digging of one (1) new adult grave in the Berm section (9 years and older)	15	R	R
	3.2.3	The digging of one (1) new baby grave in the <u>Monumental</u> Section (stillborn to 9 years)	10	R	R
	3.2.4	The digging of one (1) new baby grave in the Berm section. (stillborn to 9 years)	10	R	R
	3.2.5	To prepare a hole to interment ashes	10	R	R
					In compliance with the CIDB Standard for Uniformity

Cemetery	ITEM 2	ACTION BY <u>HAND</u> (DIGGING)	ESTIMATED QUANTITIES (Per Month)	UNIT RATE (Excl VAT)	ITEM TOTAL (Excl VAT)
		in an existing grave in the Monumental Section where a tombstone, is already erected. The price shall include the closing of the hole, (stillborn to adult)			
	3.2.6	To prepare a hole to interment ashes in an existing grave in the Berm Section where a tombstone, is already erected. The price shall include the closing of the hole, R(stillborn to adult)	10	R	R
	3.2.7	The re-opening of an existing adult grave (9 years and older) in the Monumental Section.	10	R	R
	3.2.8	The re-opening of an existing adult grave (9 years and older) in the Berm Section.	10	R	R
	3.2.9	The digging and closing of an ashberm grave. (Stillborn to adult, same price)	5	R	R
	3.2.10	The re-opening and closing of an ashberm grave (stillborn to adult, same price)	5	R	R
	3.2.11	The digging and closing of a grass	5	R	R
					In compliance with the CIDB Standard for Uniformity

Cemetery	ITEM 2	ACTION BY <u>HAND</u> (DIGGING)	ESTIMATED QUANTITIES (Per Month)	UNIT RATE (Excl VAT)	ITEM TOTAL (Excl VAT)
		space grave. (Stillborn to adult, same price)			
	3.2.12	The re-opening of an existing adult grave to execute an exhumation (9 years and older) (Monumental Section)	1	R	R
	3.2.13	The re-opening of an existing adult grave to execute an exhumation (9 years and older (Berm Section)	1	R	R
	3.2.14	The re-opening of an existing baby grave to execute an exhumation (still born to 9 years) (Monumental Section)	1	R	R
	3.2.15	The re-opening of an existing baby grave to execute an exhumation (still born to 9 years) (Berm Section)	1	R	R
SUBTOTAL FOR ITEM 2 EXCLUSIVE OF VAT					R

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Cemetery	ITEM 3	ACTION BY <u>HAND</u> (CLOSING OF GRAVES)	ESTIMATED QUANTITIES (Per Month)	UNIT RATE (Excl VAT)	ITEM TOTAL (Excl VAT)
Region 3					
Zandfontein,	3.3.1	The closing of one (1) new adult grave in the Monumental	150	R	R
City of Tshwane					In compliance with the CIDB Standard for Uniformity

Cemetery	ITEM 3	ACTION BY HAND (CLOSING OF GRAVES)	ESTIMATED QUANTITIES (Per Month)	UNIT RATE (Excl VAT)	ITEM TOTAL (Excl VAT)
Lotus Gardens, Saulsville, Rebecca Street, Church Street, Atteridgeville,		Section (9 years and older)			
	3.3.2	The closing of one (1) new adult grave in the Berm Section (9 years and older)	65	R	R
	3.3.3	The closing of one (1) new baby grave in the Monumental Section (still born to 9 years)	10	R	R
	3.3.4	The closing of one (1) new baby grave in the Berm Section (still born to 9 years)	10	R	R
	3.3.5	The closing one (1) excessive grave where 300 or more ashes are internment.	2	R	R
	3.3.6	The closing of one (1) adult grave where a re-opening was executed in the Monumental Section (9 years and older)	10	R	R
	3.3.7	The closing of one (1) adult grave where a re-opening was executed in the Berm Section (9 years and older)	10	R	R
SUBTOTAL FOR ITEM 3 EXCLUSIVE OF VAT					R

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ITEM 4 COMPLIANCE WITH THE OCCUPATIONAL HEALTH AND SAFETY ACT AND APPLICABLE REGULATIONS

AREA B (REGION 3)

ROC 11 2023/ 24 Tender for the for the excavation, re-opening and closing of graves, with other functions, for all cemeteries in the City of Tshwane, as and when required for a 3-year period.



Item	Item description	UNIT	ESTIMATED QUANTITY	UNIT RATE (Excl VAT)	ITEM TOTAL (Excl VAT)
3.4.1	Provision of a Health and Safety Plan	Per Area (Region 3)	1	R	R
3.4.2	Provision of a Health and Safety File	Per Area (Region 3)	1	R	R
3.4.3	Provision of a safety officer	Per Area (Region 3)	1	R	R
3.4.4	Provision of personal protective clothing and equipment	Per Person	25	R	R
SUBTOTAL FOR ITEM 4 EXCLUSIVE OF VAT					R

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AREA C (Region 2, 4, 5, 6, 7)

The quantities mentioned in the tender are estimates only and the Municipality reserves the right to increase or decrease same.

Cemetery	ITEM 1	ACTION BY MACHINE	ESTIMATED QUANTITIES (Per Month)	UNIT RATE (Excl VAT)	ITEM TOTAL (Excl VAT)
Region 4					
Centurion,	4.1.1	The digging of one (1) adult	30	R	In compliance with the ODB Standard for Uniformity

Cemetery	ITEM 1	ACTION BY MACHINE	ESTIMATED QUANTITIES (Per Month)	UNIT RATE (Excl VAT)	ITEM TOTAL (Excl VAT)
Laudium, Olievenhoutbosch		monumental grave (9 years and older)			
	4.1.2	The digging of one (1) adult Berm Section grave (9 years and older)	10	R	R
	4.1.3	Pumping water from one (1) grave	1	R	R
	4.1.4	The closing of one (1) pauper grave by machine only.	1	R	R
SUBTOTAL FOR ITEM 1 EXCLUSIVE OF VAT					R

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Cemetery	ITEM 2	ACTION BY <u>HAND</u> (DIGGING)	ESTIMATED QUANTITIES (Per Month)	UNIT RATE (Excl VAT)	ITEM TOTAL (Excl VAT)
Region 4					
Centurion, Laudium, Olievenhoutbosch	4.2.1	The digging of one (1) new adult grave in the <u>Monumental</u> Section (9 years and older)	2	R	R
	4.2.2	The digging of one (1) new adult grave in the Berm section (9 years and older)	2	R	R
	4.2.3	The digging of one (1) new baby grave in the <u>Monumental</u> Section (stillborn to 9 years)	10	R	R
					In compliance with the CIDB Standard for Uniformity

Cemetery	ITEM 2	ACTION BY HAND (DIGGING)	ESTIMATED QUANTITIES (Per Month)	UNIT RATE (Excl VAT)	ITEM TOTAL (Excl VAT)
	4.2.4	The digging of one (1) new baby grave in the Berm section. (Stillborn to 9 years)	10	R	R
	4.2.5	To prepare a hole to interment ashes in an existing grave in the Monumental Section where a tombstone, is already erected. The price shall include the closing of the hole, (stillborn to adult)	1	R	R
	4.2.6	To prepare a hole to interment ashes in an existing grave in the Berm Section where a tombstone, is already erected. The price shall include the closing of the hole, (stillborn to adult)	1	R	R
	4.2.7	The re-opening of an existing adult grave (9 years and older) in the Monumental Section.	10	R	R
	4.2.8	The re-opening of an existing adult grave (9 years and older) in the Berm Section.	10	R	R
	4.2.9	The digging and closing of an	1	R	R

In compliance with
the SANS 10400 Standard
for Uniformity

Cemetery	ITEM 2	ACTION BY HAND (DIGGING)	ESTIMATED QUANTITIES (Per Month)	UNIT RATE (Excl VAT)	ITEM TOTAL (Excl VAT)
		ashberm grave. (Stillborn to adult, same price)			
	4.2.10	The re-opening and closing of an ashberm grave (stillborn to adult, same price)	1	R	R
	4.2.11	The digging and closing of a grass space grave. (Stillborn to adult, same price)	1	R	R
	4.2.12	The re-opening of an existing adult grave to execute an exhumation (9 years and older) (Monumental Section)	1	R	R
	4.2.13	The re-opening of an existing adult grave to execute an exhumation (9 years and older (Berm Section)	1	R	R
	4.2.14	The re-opening of an existing baby grave to execute an exhumation (still born to 9 years) (Monumental Section)	1	R	R
	4.2.15	The re-opening of an existing baby grave to execute an exhumation (still born to 9 years) (Berm Section)	1	R	R
SUBTOTAL FOR ITEM 2 EXCLUSIVE OF VAT					R
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Cemetery	ITEM 3	ACTION BY <u>HAND</u> (CLOSING OF GRAVES)	ESTIMATED QUANTITIES (Per Month)	UNIT RATE (Excl VAT)	ITEM TOTAL (Excl VAT)
Region 4					
Centurion, Laudium, Olievenhoutbosch	4.3.1	The closing of one (1) new adult grave in the Monumental Section (9 years and older)	32	R	R
	4.3.2	The closing of one (1) new adult grave in the Berm Section (9 years and older)	12	R	R
	4.3.3	The closing of one (1) new baby grave in the Monumental Section (still born to 9 years)	10	R	R
	4.3.4	The closing of one (1) new baby grave in the Berm Section (still born to 9 years)	10	R	R
	4.3.5	The closing one (1) excessive grave where 300 or more ashes are internment.	1	R	R
	4.3.6	The closing of one (1) adult grave where a re- opening was executed in the Monumental Section (9 years and older)	10	R	R
	4.3.7	The closing of one (1) adult grave where a re- opening was	10	R	R
					In compliance with the CIDB Standard for Uniformity

Cemetery	ITEM 3	ACTION BY <u>HAND</u> (CLOSING OF GRAVES)	ESTIMATED QUANTITIES (Per Month)	UNIT RATE (Excl VAT)	ITEM TOTAL (Excl VAT)
		executed in the Berm Section (9 years and older)			
SUBTOTAL FOR ITEM 3 EXCLUSIVE OF VAT					R

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AREA C (Region 2, 4, 5, 6, 7)

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Cemetery	ITEM 1	ACTION BY MACHINE	ESTIMATED QUANTITIES (Per Month)	UNIT RATE (Excl VAT)	ITEM TOTAL (Excl VAT)
Region 5					
Cullinan, Rayton, Refilwe	5.1.1	The digging of one (1) adult monumental grave (9 years and older)	20	R	R
	5.1.2	The digging of one (1) adult Berm Section grave (9 years and older)	10	R	R
	5.1.3	Pumping water from one (1) grave	1	R	R
	5.1.4	The closing of one (1) pauper grave by machine only.	1	R	R
SUBTOTAL FOR ITEM 1 EXCLUSIVE OF VAT					R

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Cemetery	ITEM 2	ACTION BY <u>HAND</u> (DIGGING)	ESTIMATED QUANTITIES (Per Month)	UNIT RATE (Excl VAT)	ITEM TOTAL (Excl VAT)
Region 5					
Cullinan, Rayton, Refilwe	5.2.1	The digging of one (1) new adult grave in the <u>Monumental</u> Section (9 years and older)	2	R	R
	5.2.2	The digging of one (1) new adult grave in the Berm section (9 years and older)	2	R	R
	5.2.3	The digging of one (1) new baby grave in the <u>Monumental</u> Section (stillborn to 9 years)	5	R	R
	5.2.4	The digging of one (1) new baby grave in the Berm section. (Stillborn to 9 years)	5	R	R
	5.2.5	To prepare a hole to interment ashes in an existing grave in the Monumental Section where a tombstone, is already erected. The price shall include the closing of the hole, (stillborn to adult)	1	R	R
	5.2.6	To prepare a hole to interment ashes in an existing grave in the Berm Section where a tombstone, is already erected. The price shall	1	R	R
					In compliance with the CIDB Standard for Uniformity

Cemetery	ITEM 2	ACTION BY <u>HAND</u> (DIGGING)	ESTIMATED QUANTITIES (Per Month)	UNIT RATE (Excl VAT)	ITEM TOTAL (Excl VAT)
		include the closing of the hole, (stillborn to adult)			
	5.2.7	The re-opening of an existing adult grave (9 years and older) in the Monumental Section.	1	R	R
	5.2.8	The re-opening of an existing adult grave (9 years and older) in the Berm Section.	1	R	R
	5.2.9	The digging and closing of an ashberm grave. (Stillborn to adult, same price)	1	R	R
	5.2.10	The re-opening and closing of an ashberm grave (stillborn to adult, same price)	1	R	R
	5.2.11	The digging and closing of a grass space grave. (Stillborn to adult, same price)	1	R	R
	5.2.12	The re-opening of an existing adult grave to execute an exhumation (9 years and older) (Monumental Section)	1	R	R
	5.2.13	The re-opening of an existing adult grave to execute an exhumation (9 years and older) (Berm Section)	1	R	R
					In compliance with the CIDB Standard for Uniformity

Cemetery	ITEM 2	ACTION BY <u>HAND</u> (DIGGING)	ESTIMATED QUANTITIES (Per Month)	UNIT RATE (Excl VAT)	ITEM TOTAL (Excl VAT)
	5.2.14	The re-opening of an existing baby grave to execute an exhumation (still born to 9 years) (Monumental Section)	1	R	R
	5.2.15	The re-opening of an existing baby grave to execute an exhumation (still born to 9 years) (Berm Section)	1	R	R
SUBTOTAL FOR ITEM 2 EXCLUSIVE OF VAT					R

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Cemetery	ITEM 3	ACTION BY <u>HAND</u> (CLOSING OF GRAVES)	ESTIMATED QUANTITIES (Per Month)	UNIT RATE (Excl VAT)	ITEM TOTAL (Excl VAT)
Region 5					
Cullinan, Rayton, Refilwe	5.3.1	The closing of one (1) new adult grave in the Monumental Section (9 years and older)	22	R	R
	5.3.2	The closing of one (1) new adult grave in the Berm Section (9 years and older)	12	R	R
	5.3.3	The closing of one (1) new baby grave in the Monumental Section (still born to 9 years)	5	R	R
City of Tshwane					In compliance with the CIDB Standard for Uniformity

Cemetery	ITEM 3	ACTION BY <u>HAND</u> (CLOSING OF GRAVES)	ESTIMATED QUANTITIES (Per Month)	UNIT RATE (Excl VAT)	ITEM TOTAL (Excl VAT)
	5.3.4	The closing of one (1) new baby grave in the Berm Section (still born to 9 years)	5	R	R
	5.3.5	The closing one (1) excessive grave where 300 or more ashes are interment.	1	R	R
	5.3.6	The closing of one (1) adult grave where a re-opening was executed in the Monumental Section (9 years and older)	1	R	R
	5.3.7	The closing of one (1) adult grave where a re-opening was executed in the Berm Section (9 years and older)	1	R	R
SUBTOTAL FOR ITEM 3 EXCLUSIVE OF VAT					R

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AREA C (Region 2, 4, 5, 6, 7)

The quantities mentioned in the tender are estimates only and the Municipality reserves the right to increase or decrease same.

Cemetery	ITEM 1	ACTION BY MACHINE	ESTIMATED QUANTITIES (Per Month)	UNIT RATE (Excl VAT)	ITEM TOTAL (Excl VAT)
Region 6					
Eersterust,	6.1.1	The digging of one (1) adult	15	R	R

In compliance with
the SDB Standard
for Uniformity

Cemetery	ITEM 1	ACTION BY MACHINE	ESTIMATED QUANTITIES (Per Month)	UNIT RATE (Excl VAT)	ITEM TOTAL (Excl VAT)
Hatherley, Mamelodi East, Mamelodi West, Pretoria East, Silverton		monumental grave (9 years and older)			
	6.1.2	The digging of one (1) adult Berm Section grave (9 years and older)	15	R	R
	6.1.3	Pumping water from one (1) grave	2	R	R
	6.1.4	The closing of one (1) pauper grave by machine only.	2	R	R
SUBTOTAL FOR ITEM 1 EXCLUSIVE OF VAT					R

The totals in the tender is used for evaluation purposes only and does not reflect the value of the tender.

Cemetery	ITEM 2	ACTION BY <u>HAND</u> (DIGGING)	ESTIMATED QUANTITIES (Per Month)	UNIT RATE (Excl VAT)	ITEM TOTAL (Excl VAT)
Region 6					
Eersterust, Hatherley, Mamelodi East, Mamelodi West, Pretoria East, Silverton	6.2.1	The digging of one (1) new adult grave in the <u>Monumental</u> Section (9 years and older)	2	R	R
	6.2.2	The digging of one (1) new adult grave in the Berm section (9 years and older)	2	R	R
	6.2.3	The digging of one (1) new baby grave in the <u>Monumental</u> Section (stillborn to 9 years)	4	R	R
	6.2.4	The digging of one (1) new baby grave in the Berm	4	R	R
City of Tshwane					In compliance with the CIDB Standard for Uniformity

Cemetery	ITEM 2	ACTION BY <u>HAND</u> (DIGGING)	ESTIMATED QUANTITIES (Per Month)	UNIT RATE (Excl VAT)	ITEM TOTAL (Excl VAT)
		section. (Stillborn to 9 years)			
	6.2.5	To prepare a hole to interment ashes in an existing grave in the Monumental Section where a tombstone, is already erected. The price shall include the closing of the hole, (stillborn to adult)	1	R	R
	6.2.6	To prepare a hole to interment ashes in an existing grave in the Berm Section where a tombstone, is already erected. The price shall include the closing of the hole, (stillborn to adult)	1	R	R
	6.2.7	The re-opening of an existing adult grave (9 years and older) in the Monumental Section.	10	R	R
	6.2.8	The re-opening of an existing adult grave (9 years and older) in the Berm Section.	10	R	R
	6.2.9	The digging and closing of an ashberm grave. (Stillborn to adult, same price)	1	R	R
	6.2.10	The re-opening and closing of an	1	R	R
					In compliance with the CIDB Standard for Uniformity

Cemetery	ITEM 2	ACTION BY <u>HAND</u> (DIGGING)	ESTIMATED QUANTITIES (Per Month)	UNIT RATE (Excl VAT)	ITEM TOTAL (Excl VAT)
		ashberm grave (stillborn to adult, same price)			
	6.2.11	The digging and closing of a grass space grave. (Stillborn to adult, same price)	1	R	R
	6.2.12	The re-opening of an existing adult grave to execute an exhumation (9 years and older) (Monumental Section)	1	R	R
	6.2.13	The re-opening of an existing adult grave to execute an exhumation (9 years and older (Berm Section)	1	R	R
	6.2.14	The re-opening of an existing baby grave to execute an exhumation (still born to 9 years) (Monumental Section)	1	R	R
	6.2.15	The re-opening of an existing baby grave to execute an exhumation (still born to 9 years) (Berm Section)	1	R	R
SUBTOTAL FOR ITEM 2 EXCLUSIVE OF VAT					R

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Cemetery	ITEM 3	ACTION BY <u>HAND</u> (CLOSING OF GRAVES)	ESTIMATED QUANTITIES (Per Month)	UNIT RATE (Excl VAT)	ITEM TOTAL (Excl VAT)
Region 6					
Eersterust, Hatherley, Mamelodi East, Mamelodi West, Pretoria East, Silverton	6.3.1	The closing of one (1) new adult grave in the Monumental Section (9 years and older)	17	R	R
	6.3.2	The closing of one (1) new adult grave in the Berm Section (9 years and older)	17	R	R
	6.3.3	The closing of one (1) new baby grave in the Monumental Section (still born to 9 years)	4	R	R
	6.3.4	The closing of one (1) new baby grave in the Berm Section (still born to 9 years)	4	R	R
	6.3.5	The closing one (1) excessive grave where 300 or more ashes are internment.	1	R	R
	6.3.6	The closing of one (1) adult grave where a re- opening was executed in the Monumental Section (9 years and older)	10	R	R
	6.3.7	The closing of one (1) adult grave where a re- opening was executed in the	10	R	R
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Cemetery	ITEM 3	ACTION BY <u>HAND</u> (CLOSING OF GRAVES)	ESTIMATED QUANTITIES (Per Month)	UNIT RATE (Excl VAT)	ITEM TOTAL (Excl VAT)
		Berm Section (9 years and older)			
SUBTOTAL FOR ITEM 3 EXCLUSIVE OF VAT					R

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AREA C (Region 2, 4, 5, 6, 7)

The quantities mentioned in the tender are estimates only and the Municipality reserves the right to increase or decrease same.

Cemetery	ITEM 1	ACTION BY MACHINE	ESTIMATED QUANTITIES (Per Month)	UNIT RATE (Excl VAT)	ITEM TOTAL (Excl VAT)
Region 7					
Bronkhorstspuit, Kungwini Regional Zithobeni	7.1.1	The digging of one (1) adult monumental grave (9 years and older)	30	R	R
	7.1.2	The digging of one (1) adult Berm Section grave (9 years and older)	1	R	R
	7.1.3	Pumping water from one (1) grave	1	R	R

In compliance with
the CIDB Standard
for Uniformity

Cemetery	ITEM 1	ACTION BY MACHINE	ESTIMATED QUANTITIES (Per Month)	UNIT RATE (Excl VAT)	ITEM TOTAL (Excl VAT)
	7.1.4	The closing of one (1) pauper grave by machine only.	1	R	R
SUBTOTAL FOR ITEM 1 EXCLUSIVE OF VAT					R

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Cemetery	ITEM 2	ACTION BY <u>HAND</u> (DIGGING)	ESTIMATED QUANTITIES (Per Month)	UNIT RATE (Excl VAT)	ITEM TOTAL (Excl VAT)
Region 7					
Bronkhorstspuit, Kungwini Regional Zithobeni	7.2.1	The digging of one (1) new adult grave in the <u>Monumental</u> Section (9 years and older)	20	R	R
	7.2.2	The digging of one (1) new adult grave in the Berm section (9 years and older)	1	R	R
	7.2.3	The digging of one (1) new baby grave in the <u>Monumental</u> Section (stillborn to 9 years)	5	R	R
	7.2.4	The digging of one (1) new baby grave in the Berm section. (Stillborn to 9 years)	1	R	R
	7.2.5	To prepare a hole to interment ashes in an existing grave in the Monumental Section where a tombstone, is	1	R	R

In compliance with
the CIDB Standard
for Uniformity

Cemetery	ITEM 2	ACTION BY HAND (DIGGING)	ESTIMATED QUANTITIES (Per Month)	UNIT RATE (Excl VAT)	ITEM TOTAL (Excl VAT)
		already erected. The price shall include the closing of the hole, (stillborn to adult)			
	7.2.6	To prepare a hole to interment ashes in an existing grave in the Berm Section where a tombstone, is already erected. The price shall include the closing of the hole, (stillborn to adult)	1	R	R
	7.2.7	The re-opening of an existing adult grave (9 years and older) in the Monumental Section.	2	R	R
	7.2.8	The re-opening of an existing adult grave (9 years and older) in the Berm Section.	1	R	R
	7.2.9	The digging and closing of an ashberm grave. (Stillborn to adult, same price)	1	R	R
	7.2.10	The re-opening and closing of an ashberm grave (stillborn to adult, same price)	1	R	R

Cemetery	ITEM 2	ACTION BY HAND (DIGGING)	ESTIMATED QUANTITIES (Per Month)	UNIT RATE (Excl VAT)	ITEM TOTAL (Excl VAT)
	7.2.11	The digging and closing of a grass space grave. (Stillborn to adult, same price)	1	R	R
	7.2.12	The re-opening of an existing adult grave to execute an exhumation (9 years and older) (Monumental Section)	1	R	R
	7.2.13	The re-opening of an existing adult grave to execute an exhumation (9 years and older) (Berm Section)		R	R
	7.2.14	The re-opening of an existing baby grave to execute an exhumation (still born to 9 years) (Monumental Section)	1	R	R
	7.2.15	The re-opening of an existing baby grave to execute an exhumation (still born to 9 years) (Berm Section)	1	R	R
SUBTOTAL FOR ITEM 2 EXCLUSIVE OF VAT					R

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Cemetery	ITEM 3	ACTION BY <u>HAND</u> (CLOSING OF GRAVES)	ESTIMATED QUANTITIES (Per Month)	UNIT RATE (Excl VAT)	ITEM TOTAL (Excl VAT)
Region 7					
Bronkhorstspuit, Kungwini Regional Zithobeni	7.3.1	The closing of one (1) new adult grave in the Monumental Section (9 years and older)	31	R	R
	7.3.2	The closing of one (1) new adult grave in the Berm Section (9 years and older)	1	R	R
	7.3.3	The closing of one (1) new baby grave in the Monumental Section (still born to 9 years)	5	R	R
	7.3.4	The closing of one (1) new baby grave in the Berm Section (still born to 9 years)	1	R	R
	7.3.5	The closing one (1) excessive grave where 300 or more ashes are internment.	1	R	R
	7.3.6	The closing of one (1) adult grave where a re-opening was executed in the Monumental Section (9 years and older)	2	R	R
	7.3.7	The closing of one (1) adult grave where a re-opening was executed in the	1	R	R
City of Tshwane		In compliance with the CIDB Standard for Uniformity			

Cemetery	ITEM 3	ACTION BY HAND (CLOSING OF GRAVES)	ESTIMATED QUANTITIES (Per Month)	UNIT RATE (Excl VAT)	ITEM TOTAL (Excl VAT)
		Berm Section (9 years and older)			
SUBTOTAL FOR ITEM 3 EXCLUSIVE OF VAT					R

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ITEM 4 COMPLIANCE WITH THE OCCUPATIONAL HEALTH AND SAFETY ACT AND APPLICABLE REGULATIONS					
AREA C (REGION 2, 4, 5, 6, AND 7)					
Item	Item description	UNIT	ESTIMATED QUANTITY	UNIT RATE (Excl VAT)	ITEM TOTAL (Excl VAT)
7.4.1	Provision of a Health and Safety Plan	Per Area (Region 2, 4, 5, 6, & 7)	1	R	R
7.4.2	Provision of a Health and Safety File	Per Area (Region 2, 4, 5, 6, & 7)	1	R	R
7.4.3	Provision of a safety officer	Per Area (Region 2, 4, 5, 6, & 7)	1	R	R
7.4.4	Provision of personal protective clothing and equipment	Per Person	117	R	R
SUBTOTAL FOR ITEM 4 EXCLUSIVE OF VAT					R

The totals in the tender is used for evaluation purposes only and does not reflect the value of the tender.

SUMMARY PRICE SCHEDULE:

(The Summary Price Schedule for each Area is for evaluation purposes only).

AREA A (Region 1)	
Region 1	
	ITEM TOTALS (Item Totals is for evaluation purposes only)
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ITEM 1: ACTION BY MACHINE	R
ITEM 2: ACTION BY <u>HAND</u> (DIGGING)	R
ITEM 3: ACTION BY <u>HAND</u> (CLOSING OF GRAVES)	R
ITEM 4: COMPLIANCE WITH THE OCCUPATIONAL HEALTH AND SAFETY ACT AND APPLICABLE REGULATIONS	R
TOTAL FOR AREA A (Region 1)	
(Total is for evaluation purposes only). Total (Excl VAT)	R
VAT	R
(Incl VAT)	R

AREA B (Region 3)	
Region 3	
	ITEM TOTALS (Item Totals is for evaluation purposes only)
ITEM 1: ACTION BY MACHINE	R
ITEM 2: ACTION BY <u>HAND</u> (DIGGING)	R
ITEM 3: ACTION BY <u>HAND</u> (CLOSING OF GRAVES)	R
ITEM 4: COMPLIANCE WITH THE OCCUPATIONAL HEALTH AND SAFETY ACT AND APPLICABLE REGULATIONS	R
TOTAL FOR AREA B (Region 3)	
(Total is for evaluation purposes only). Total (Excl VAT)	R
VAT	R
(Incl VAT)	R

AREA C (Region 2, 4, 5, 6, 7)	
Region 2	
	ITEM TOTALS (Item Totals is for evaluation purposes only)
ITEM 1: ACTION BY MACHINE	R
ITEM 2: ACTION BY <u>HAND</u> (DIGGING)	R
ITEM 3: ACTION BY <u>HAND</u> (CLOSING OF GRAVES)	R
(Subtotal is for evaluation purposes only). Subtotal (Excl VAT)	R
Region 4	
ITEM 1: ACTION BY MACHINE	R
ITEM 2: ACTION BY <u>HAND</u> (DIGGING)	R
ITEM 3: ACTION BY <u>HAND</u> (CLOSING OF GRAVES)	R

(Subtotal is for evaluation purposes only). (Excl VAT)	Subtotal R
Region 5	
ITEM 1: ACTION BY MACHINE	R
ITEM 2: ACTION BY <u>HAND</u> (DIGGING)	R
ITEM 3: ACTION BY <u>HAND</u> (CLOSING OF GRAVES)	R
(Subtotal is for evaluation purposes only). (Excl VAT)	Subtotal R
Region 6	
ITEM 1: ACTION BY MACHINE	R
ITEM 2: ACTION BY <u>HAND</u> (DIGGING)	R
ITEM 3: ACTION BY <u>HAND</u> (CLOSING OF GRAVES)	R
(Subtotal is for evaluation purposes only). (Excl VAT)	Subtotal R
Region 7	
ITEM 1: ACTION BY MACHINE	R
ITEM 2: ACTION BY <u>HAND</u> (DIGGING)	R
ITEM 3: ACTION BY <u>HAND</u> (CLOSING OF GRAVES)	R
(Subtotal is for evaluation purposes only). (Excl VAT)	Subtotal R
AREA C (Region 2, 4, 5, 6, and 7)	
ITEM 4: COMPLIANCE WITH THE OCCUPATIONAL HEALTH AND SAFETY ACT AND APPLICABLE REGULATIONS	R
(Subtotal is for evaluation purposes only). (Excl VAT)	Subtotal R
TOTAL FOR AREA C (Region 2, 4, 5, 6, 7)	
(Total is for evaluation purposes only). TOTAL	R
VAT	R
(Incl VAT)	R

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REGIONAL OPERATIONS AND COORDINATION

TENDER FOR THE EXCAVATION, RE-OPENING AND CLOSING OF GRAVES, WITH OTHER SPECIFIED FUNCTIONS, FOR ALL CEMETERIES IN THE CITY OF TSHWANE, AS AND WHEN REQUIRED FOR A 3 YEAR PERIOD.

BID NUMBER

(ROC 11 2023/24)

1. INTRODUCTION

Tenderers are called for the for the excavation, re-opening and closing of graves, with other functions, for all cemeteries in the Regions, as and when required.

2. BACKGROUND AND PURPOSE

The City of Tshwane provides burial space at municipal cemeteries in the seven Regions. Burial methods used include burial, also known as internment. It is a method of final disposition whereby a deceased body is placed into a casket or coffin and then buried under the ground. Another method used is reopening and it means burying a new deceased body on top of an old one. Some graves can allow two bodies, while others accommodate a maximum of three bodies.

The purpose of this tender is:

1. Digging of new adult graves by grave digging machine (Tractor-Loader-Backhoe (TLB), and by hand.
2. Digging of new baby graves, by hand only.
3. Re-opening and closing of graves by hand only.
4. Digging and closing of grass space graves by hand only.

5. Digging and closing by hand only of an existing grave where ashes are interment.
6. Digging by hand only of a grave for exhumation purposes.
7. Digging and closing by machine/ TLB only for an excess ash grave.
8. Digging and closing of an ash berm grave by hand only.
9. Removal of excess soil after digging/ burials.
10. Digging by hand only of reserved graves from inactive cemeteries.
11. Shaping of graves after burial.

3. SCOPE OF THE TENDER

This tender and specifications require and describes the excavating, re-opening and closing of different types of graves with other specified functions in the specified cemeteries located in all 7 Regions.

3.1 Cemeteries Listed per Region

Region 1	
No	Name of Cemeteries
1	Ga-Rankuwa Cemetery New Ga-Rankuwa Cemetery Old
2	Mabopane Cemetery
3	Heatherdale Cemetery
4	Winterveldt Cemetery
5	Old Pretoria North Cemetery
6	Soshanguve Cemetery (Block L)
7	New Soshanguve Cemetery (Block P)
8	Klipkruisfontein Cemetery

REGION 2	
No	Name of Cemeteries
1	Honingnestkrans Cemetery
2	Temba cemetery
	Tshwane North Cemetery

REGION 3	
No	Name of Cemeteries
1	Zandfontein Cemetery
2	Lotus Garden Cemetery
3	Saulsville Cemetery
4	Rebecca Street Cemetery
5	Church Street Cemetery
6	Atteridgeville Cemetery

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REGION 4	

No	Name of Cemeteries
1	Centurion Cemetery
2	Laudium Cemetery
3	Olievenhoutbosch Cemetery

REGION 5

No	Name of Cemeteries
1	Cullinan Cemetery
2	Rayton Cemetery
3	Refilwe Cemetery

REGION 6

No	Name of Cemeteries
1	Eersterust Cemetery
2	Hatherley Cemetery
3	Mamelodi East Cemetery
4	Mamelodi West Cemetery
5	Pretoria East Cemetery
6	Silverton Cemetery

REGION 7

No	Name of Cemeteries
1	Bronkhorstspuit Cemetery
2	Kungwini Regional Cemetery
3	Zithobeni Cemetery

The tenderer shall be responsible to dig graves according to the following sizes:

- The size for an adult grave (9 years and older) is 2 200mm in length X 750mm wide X 2 750mm deep.
- The size for a baby grave from birth to 9 years is 1 200mm in length X 750 X 1 500mm deep.
- The size for an ash berm grave is 600mm in length X 600mm wide X 500mm deep.
- The size for a grass space grave is 600mm in length X 600mm wide X 500mm deep.
- The tenderer shall be required to enlarge graves for extraordinarily large graves from time to time regarding oversize deceased persons.

The following services shall be rendered at the Cemeteries as stipulated in the scope of contract.

1. Closing of new adult graves by hand only.
2. Closing of new baby graves, by hand only.
3. Closing of re-opened graves by hand only.
4. Closing of any grave where the remains of a corpse were exhumed by hand only.

5. Where five (5) or more pauper funerals are executed on the same day and time, the graves may be closed by a machine/ TLB only after enough soil has been filled inside the grave by hand to cover the coffin lid.
6. The City of Tshwane will provide soil where a shortage exists for the closing of graves.
7. The tenderer shall report any damage to tombstones or Council property immediately to the Deputy Director for cemeteries in the Region.

4. SPECIFICATION

4.1 CLERK OF WORKS / DEPUTY DIRECTOR

The Deputy Director for cemeteries in each Region or the person nominated by the Regional Head, will assume the role of the Clerk of Works for that Region. The delegated Deputy Director or nominee of the Regional Head will ensure that the conditions stipulated in the tender are honoured by the tenderer. The tenderer will have the right to appeal to the Regional Head personally with regard to any dispute and the decision of the Regional Head will be final and binding to the Municipality and the tenderer.

4.2 OCCUPATIONAL HEALTH AND SAFETY

In terms of Section 37(2) of the Occupational Health and Safety Act (Act 85 of 1993), every prospective tenderer shall be responsible to familiarise themselves with the relevant contents of mentioned act. Prospective tenderers shall be responsible to obtain mentioned act.

4.3 CEMETERY AND CREMATORIUM BY-LAW

The tenderers should familiarise themselves with the stipulations of the City of Tshwane Cemetery and Crematorium By-law (Review Gazetted on 9 December 2020, Notice 128 of 2020) and ensure compliance at all times.

4.4 FUNERAL BOOKING LIST

A control list kept by Regional Cemetery Officials of Funeral Undertaker bookings, which indicates the specific day, time of funeral, name of Funeral Undertaker, grave section and grave number.

4.5 DIGGING OF GRAVES

Each grave shall be dug according to the specified sizes as stipulated in the City of Tshwane Cemetery and Crematorium By-law regarding the dimensions of Grave Plots and Graves stipulated in paragraph 36, 37 and 38 as follows:

- “36. The dimensions of a grave plot for a deceased person of the age of nine years or older must be 20500mm x 1.500mm, and the excavation for a single grave must be not less than 2,000mm deep, 20200mm long and 750mm wide.
37. The dimensions of a grave plot for a deceased person under the age of nine years must be 1,500mm x 1,000mm, and the exaction for a single grave must be not less than 1,500mm deep, 1,200mm long and 750mm wide.
38. The Deputy Director: Cemetery Services must have all graves prepared, with the exception of brick-lined or concrete-lined graves in respect of which the brickwork or concrete must be carried out by the funeral director in accordance with the specifications applicable to ordinary graves.”

4.6 NEW GRAVES

A marked space by surveyor pegs in a specified section of a cemetery where a deceased person or ashes remains may be buried.

4.7 RE-OPENING

It is when a grave is re-opened to bury ashes or a second deceased person on top of the first person.

4.8 RE-OPENING FORM

A form which must be completed and signed by the direct family of the deceased person to authorize the City of Tshwane to open the grave a second time, or to execute an exhumation.

4.9 METHOD OF DIGGING A GRAVE

An appointed tenderer may only use a grave digger that is using a spade, fork, pick or a Tractor-Loader-Backhoe (TLB) to open a new grave. No Tractor-Loader-Backhoe (TLB) may be used to do a re-opening. The grave must be opened in such a way that the surrounding existing tombstones are not damaged at any stage. No tombstones should be stepped on.

A TLB (Tractor-Loader-Backhoe) is a multipurpose three pieces of construction (Tractor-Loader-Backhoe) machine used for digging and moving rubble or sand.

4.10 BURIAL OF ASHES

It's when the remains of a deceased person after cremation must be interment into a grave. The ashes must be interment into the grave in such a way that an existing tombstone is not damaged at any stage.

4.11 EXHUMATION AND METHOD OF OPENING

The tenderer is requested to open an existing grave by hand only to the level where the first remains are found. From that point the appointed Funeral Undertaker is responsible for exhuming all the remains. Exhumations comprise less than 1% of all activities including burials and re-openings.

4.12 PUMP WATER FROM GRAVES

When a tenderer must empty graves with a water pump during the rainy season or where a highwater table exists for example at Eersterust, and Zandfontein Cemeteries. Water must be pumped into stormwater drains or in the nearest veld area void from any graves.

4.13 GRAVE FRAMES

It's a steel frame which shall be placed on each new grave. The carpets and lowering machine of Funeral Undertakers are placed on the frame. It is possible to place a grave frame on a re-opened grave if there is enough space.

4.14 LOWERING MACHINE

A machine placed by a Funeral Undertaker on top of a steel grave frame to lower the coffin. The lowering machine is seldom used in the case of second burials.

4.15 RE-INFORCING OF GRAVES

When the wall or walls of a grave are partially damaged, the grave shall be re-reinforced by the tenderer with planks, steel cross bars and the steel grave frame.

4.16 ASHES

Are the remains of a corpse that are the end product of cremation.

4.17 BERM

Concrete steel re-enforced concrete strip, at a grave section on which only a headstone may be erected.

4.18 ASH BERM

Steel re-enforced concrete strip in an ash berm section where a small, specified headstone may be erected.

4.19 INTERMENT

Means burial or cremation or any other mode of disposal of a corpse.

4.20 GRASS SPACE GRAVES

Graves in a lawn region in the Crematorium terrain where ashes may be interment.

4.21 MONUMENTAL GRAVE

It's curbed at four sides with a headstone, a maximum of two deceased to be buried.

4.22 **BERM SECTION GRAVE**

It's only a headstone, with a maximum of three deceased to be buried.

4.23 **EXCESS ASH GRAVE**

It's where a mass grave is prepared by machine only for the interment of at least 300 holders with ash.

4.24 **MARKING OF NEW GRAVES IN SECTIONS OF CEMETERIES**

The Clerk of Works with assistance from the grave diggers of each Region shall mark new graves in grave sections according to surveyor pegs, maps and grave frames.

4.25 **CONTROL/CHECK LISTS**

An official form issued by the Cemetery Section to tenderers, where they indicate each service that was rendered. A control list is kept by Cemetery officials and tenderers separately which must be reconciled on a daily basis by the officials and tenderers. The tenderer shall be responsible for submitting the mentioned list to the Clerk of Works/ Deputy Director in each respective Region at month end as an attachment to their invoice. The Cemetery officials of each Cemetery shall submit their control lists to the relevant Clerk of Works/ Deputy Director who will compare the lists of the relevant Cemeteries and tenderers before approving the invoice.

4.26 **GRAVE CANVAS**

A canvas used and supplied by a tenderer to cover and protect an existing grave next to a grave where they are executing a re-opening.

4.27 **TENDERER/ CONTRACTOR/ SERVICE PROVIDER**

The term tenderer that is used consistently throughout the tender specification refers in general to a company who intends to submit a written offer or bid to the tender. However, depending on the context it also refers to appointed tenderer, contractor or service provider.

5. EXECUTION OF WORK

5.1 REQUIRED WORK STANDARDS

The tenderer undertakes to render the services as stipulated in the scope of this tender, in conjunction with the specifications, to the satisfaction of City.

The Clerk of Works/ Deputy Director of each Region shall be responsible for the marking of new graves in grave sections. Strict control shall be executed by Cemetery Officials that graves are always dug according to specifications.

Tenderers shall dig graves by hand or machine according to the grave size specifications as stated in the City of Tshwane Cemetery and Crematorium By-Law. All graves must be dug in right angles and according to the instructions of each Deputy Director/Functional Head as reflected in the funeral booking list.

Once the grave has been dug, the tenderer shall be responsible to do the final touching off, of each grave's walls on the inside.

All tree roots must always be removed to ensure no coffins are stuck.

Finally, the tenderer shall ensure that a proper double sand heap is formed at the bottom of each grave to enable the Funeral Undertaker to release the coffin straps when they use it.

All unnecessary useful soil must be stored by the tenderer directly after they opened graves, on the Cemetery terrain in conjunction with the Functional Head of the Cemetery and Clerk of Works/Deputy Director of the Region.

All stones and rocks shall be moved by the tenderer to a central point of the Cemetery as determined by the Clerk of Works/Deputy Director.

- The City of Tshwane shall provide soil where a shortage exists to close graves.

- The tenderer shall report any damage to tombstones or Council property immediately to the Functional Head of each Cemetery who will follow the insurance claims reporting procedure.
- The tenderer shall report any damage to a grave while preparing it to the Functional Head of each Cemetery who shall be responsible to mark the grave condemned on surveyor maps. Please see paragraph 5.2 for Non-performance penalties for substandard workmanship or negligence.
- Tenderers may not store any of their equipment and materials used for the rendering of the contract, within the boundaries of the cemetery property.
- Tenderers shall be responsible to ensure that they have their **own** or **hired** premises to store machines, equipment and materials at their **own cost**.
- Tenderers are required to provide adequate ablution facilities, including temporary toilets, washing facilities and drinking water, for their employees. The site for ablution facilities to be used should be allocated by the Functional Head of the Cemetery and/ or Clerk of Works/ Deputy Director of the Region.
- The Functional Head of the Cemetery and/ or Clerk of Works/ Deputy Director of each Region shall visit the mentioned site for ablution facilities at any time and without the permission of the tenderer to execute an inspection in order to ensure compliance to Section 37(2) of the Occupational Health and Safety Act (Act 85 of 1993).

5.2 NON-PERFORMANCE PENALTIES SUBSTANDARD WORKMANSHIP OR NEGLIGENCE

All the work must be carried out according to the best grave digging techniques and must be of a standard to the satisfaction of the City of Tshwane.

NON-PERFORMANCE PENALTIES: SUBSTANDARD WORKMANSHIP		
Type of work	Maximum period allowed for completion	Non-Performance penalty per calendar day on which the maximum period target is constantly not achieved.
New grave digging (action by TLB machine) at plot section by machine.	30 Minutes	R 1 000 per day
New grave digging (action by TLB machine) at Berm section.	40 Minutes	R 1 000 per day
Excavation (action by hand/ digging) of a new adult grave at the plot section.	4 Hours	R 1 000 per day
Excavation (action by hand/ digging) of a new baby grave.	1 Hour	R 1 000 per day
Adult grave re-open at plot section	3 Hours	R 1 000 per day
Adult grave re-open at berm section	4 Hours	R 1 000 per day
To prepare a hole (action by hand/ digging) to bury/ to do interment of ashes in an existing grave.	30 Minutes	R 1 000 per day
NEGLECTENCE PENALTIES		
Type of work	Description	Non-Performance penalty applicable
Excavation, re-opening and closing of graves, with other functions	Damage to council property, grave areas,	R 5 000 penalty per occurrence. The City reserve the right to also institute insurance claims against tenderer.
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	berms strips or tombstones	
	Site staff not wearing suitable protective or retro-reflective clothing	R2 000 per occurrence

6. PERSONNEL, VEHICLES, IMPLEMENTS AND EQUIPMENT

It is expected of the tenderer to supply all Personnel, Equipment, Implements and Vehicles as prescribed for execution of the work. Personnel/ Labour must be appointed from the demarcated area where services are rendered.

The vehicles, implements and equipment of the appointed tenderer will be inspected and approved or rejected by the appointed Regional official delegated by the Regional Head before the appointment of the tenderer. Vehicles, implements and equipment rejected at this inspection must be replaced within one (1) week with replacements as specified. Failing to do this can lead to the cancellation of the contract.

Each machine must be accompanied by a helper.

The tenderer shall have the following minimum workers, vehicles and equipment to be utilized in each Region and Cemetery as indicated below. It shall be the responsibility of the tenderer to ensure that sufficient workers, vehicles, equipment, machines and safety clothing are included in their tender price to render an effective service.

Mechanical Excavating Vehicles Equipment and Machines

Tractor-Loader-Backhoe (TLB)

The grave digging machine to be used is a **TLB (Tractor-Loader-Backhoe)** which is a multipurpose three pieces of construction machine used for digging and moving rubble or sand.

Jackhammer and compressor

The Jackhammer is a tool driven by compressed air that is used for drilling or breaking up hard substances (as rock or pavement) by a repeated pounding action. It should comply to the following minimum specifications:

- Shank Size Hex 32x160
- Weight 24 kg
- Length 927 mm
- Depth 331 mm
- Width across handles 611 mm
- Impact energy 40
- Blow frequency 1620 bpm

Light Delivery Vehicle (LDV)

A Light Delivery Vehicle (LDV) single cab with a carrying capacity of 1 ton would be needed for the conveyance of equipment, material and workers. Trailer must be suitable to transport machines.

Portable petrol driven motorized water pump (generator type).

REGION 1

Cemetery	Tractor-Loader-Backhoe (TLB) and driver each	Jackhammer & Compressor with operator	Grave diggers	Water pump and operator each	Tractor-Loader-Backhoe (TLB) assistant	LDV and Driver/ Site supervisor	Spades	Picks	24 hour stand by grave digger
Ga-rankuwa	1	nil	4	1	Nil	1	4	4	nil
Heatherdale	nil	nil	3	1	nil	nil	4	4	nil
Old Pretoria North	Nil	nil	nil	nil	nil	nil	nil	nil	nil
Mabopane	1	nil	4	1	nil	nil	2	2	1
Winterveldt	1	nil	4	nil	nil	nil	nil	2	nil
Soshanguve	nil	nil	nil	nil	nil	nil	nil	nil	nil
New Soshanguve Cemetery (Block P)	1	nil	4	1	nil	nil	2	2	1
Klipkruisfontein	1	nil	2	nil	nil	nil	2	2	nil
TOTAL	5	NIL	21	4	NIL	1	14	16	2

REGION 2

Cemetery	Tractor-Loader-Backhoe (TLB) and driver each	Jackhammer & Compressor with operator	Grave diggers	Water pump and operator each	Tractor-Loader-Backhoe (TLB) assistant	LDV and Driver/ Site supervisor	Spades	Picks	24 hour stand by grave digger
Honingnestkraans	1	nil	4	nil	nil	1	4	2	nil
Temba	nil	nil	4	1	nil	nil	4	2	nil
Tshwane North	1	nil	4	nil	nil	nil	6	3	nil
TOTAL	2	NIL	12	1	NIL	1	14	7	NIL

REGION 3

Cemetery	Tractor-Loader-Backhoe (TLB) and driver each	Jackhammer & Compressor with operator	Grave diggers	Water pump and operator each	Tractor-Loader-Backhoe (TLB) assistant	LDV and Driver/ Site supervisor	Spades	Picks	24 hour stand by grave digger
Zandfontein	1	1	8	1	Nil	1	8	8	nil
Lotus garden	1	nil	5	1	nil	nil	5	5	1
Saulsville	nil	nil	1	nil	nil	nil	2	2	nil
Rebecca Street	nil	nil	1	1	nil	nil	2	2	1
Church Street	nil	nil	nil	nil	nil	nil	2	2	nil
Atteridgeville	nil	nil	1	nil	nil	nil	2	2	nil
TOTAL	2	1	16	3	NIL	1	21	21	2

REGION 4

Cemetery	Tractor-Loader-Backhoe (TLB) and driver each	Jackhammer & Compressor with operator	Grave diggers	Water pump and operator each	Tractor-Loader-Backhoe (TLB) assistant	LDV and Driver/ Site supervisor	Spades	Picks	24 hour stand by grave digger
Laudium	1	1	3	1	nil	nil	3	3	1
Centurion	1	nil	2	1	nil	nil	2	2	nil
Olievenhoutbosch	1	1	4	1	nil	nil	4	4	1
TOTAL	3	2	6	3	NIL	NIL	6	6	2

REGION 5

Cemetery	Tractor-Loader-Backhoe (TLB) and driver each	Jackhammer & Compressor with operator	Grave diggers	Water pump and operator each	Tractor-Loader-Backhoe (TLB) assistant	LDV and Driver/ Site supervisor	Spades	Picks	24 hour stand by grave digger
Cullinan	1	1	4	1	Nil	1	4	4	4
Rayton	1	1	4	1	Nil	1	4	4	4

REGION 5

Cemetery	Tractor-Loader-Backhoe (TLB) and driver each	Jackhammer & Compressor with operator	Grave diggers	Water pump and operator each	Tractor-Loader-Backhoe (TLB) assistant	LDV and Driver/ Site supervisor	Spades	Picks	24 hour stand by grave digger
Refilwe	1	1	4	1	1	1	4	4	4
TOTAL	3	3	12	3	1	3	12	12	12

REGION 6

Cemetery	Tractor-Loader-Backhoe (TLB) and driver each	Jackhammer & Compressor with operator	Grave diggers	Water pump and operator each	Tractor-Loader-Backhoe (TLB) assistant	LDV and Driver/ Site supervisor	Spades	Picks	24 hour stand by grave digger
Pretoria East	1	1	4	1	Nil	1	2	2	Nil
Eersterust	Nil	nil	4	1	Nil	nil	4	4	2
Mamelodi East	Nil	nil	2	1	Nil	nil	2	2	Nil
Mamelodi West	Nil	nil	4	1	Nil	nil	3	3	Nil
Hatherley	1	1	6	1	Nil	nil	4	4	2
Silverton	Nil	nil	2	nil	Nil	nil	nil	nil	nil
TOTAL	2	2	22	5	0	1	15	15	4

REGION 7

Cemetery	Tractor-Loader-Backhoe (TLB) and driver each	Jackhammer & Compressor with operator	Grave diggers	Water pump and operator each	Tractor-Loader-Backhoe (TLB) assistant	LDV and Driver/ Site supervisor	Spades	Picks	24 hour stand by grave digger
Bronkhorstsp ruit Cemetery	1	nil	4	1	Nil	nil	4	4	nil
Kungwini Regional Cemetery	1	nil	4	1	Nil	nil	4	4	nil
TOTAL	2	NIL	8	2	NIL	NIL	8	8	NIL

Due to the prevalence of loadshedding and other unpredictable factors, tenderers are expected to hire compressors as and when required on short notice. Water pump operators may be used as grave diggers as well to be more cost effective.

7. OCCUPATIONAL HEALTH AND SAFETY

7.1 Occupational Health and Safety Act (Act 85 of 1993)

In terms of Section 37(2) of the Occupational Health and Safety Act (Act 85 of 1993) as amended, every prospective Service provider shall be responsible to familiarize themselves with the relevant contents of mentioned act. Prospective Service provider shall be responsible to obtain a copy of the mentioned act.

The Service Provider shall be responsible for ensuring compliance with all the provisions of the Occupational Health and Safety Act, (Act 85 of 1993) as amended, and it indemnifies the City against any claim which may arise in respect of such Act by its personnel against the City.

The City reserves the rights to request from the Service provider to submit a letter of "Good standing" from the Department of Labour within 7 days of notification.

The tenderer shall be responsible to ensure that, in compliance with the Occupational Health and Safety Act, (Act 85 of 1993) as amended, all his/ her employees working in a situation where they may be exposed to risk or potential risk, they wear personal protective equipment (PPE) as indicated in the table below. In compliance with Occupational Health and Safety Act (Act 85 of 1993) tenders should ensure that personal protective equipment (PPE) is replaced when necessary.

POSITION OF WORKER	OVERALL	SAFETY SHOES/ BOOTS	HARD HAT	EAR-MUFFS	LEATHER GLOVES	SAFETY SPECTACLES	LEG SHIELDS	DUST MASKS	WATER GUM BOOTS	PLASTIC RAINCOATS
TRACTOR-LOADER-BACKHOE (TLB) OPERATOR	X	X	X	X		X		X		X
TRACTOR-LOADER-BACKHOE (TLB) ASSISTANT	X	X	X	X	X	X		X	X	X
COMPRESSOR OPERATOR	X	X	X	X	X	X	X	X	X	X
GRAVE DIGGERS	X	X	X		X	X		X	X	X
WATER PUMP OPERATORS	X	X	X	X	X	X		X	X	X

The event of exhumation is accompanied by visually disturbing sights especially when human remains are exposed. The tenderer will be responsible for the psychological and mental welfare of workers exposed to these sights and should make available the necessary counselling to workers.

7.2 Occupational Health & Safety Officer

The tenderers are to submit the profile of the Occupational Health and Safety Officer to be appointment for the Area. The profile of the Occupational Health & Safety Officer must include a certified copy of his/ her Occupational Health and Safety Certificate, accredited by the SACPCMP (South African Council for the Project and Construction Management Professions) board. Proof of registration with the SACPCMP is required as prescribed by the Project and Construction Management Professions Act, 2000 (Act No. 48 of 2000) and the Construction Regulations 2014.

The tenderers must include the costs of the Occupational Health and Safety Officer to be appointed. Only one OHS Officer will be required for the Region/ Regions within the Area that the successful tenderer may possibly be appointed for.

7.3 OHS Safety File

It will be expected from the successful tender(s) to prepare and submit one Health and Safety Plan, and one Health and Safety File for the Area that the successful tenderer may possibly be appointed for.

- a) The tenderer shall prepare the safety file containing the processes / procedures and templates to be applied during the project period for the scope of work. The tenderer will be evaluated during the contract period against the submitted safety file.
- b) At a minimum the safety file shall contain the following documentation and in accordance with the specification:
 1. Scope of work to be performed.
 2. Personnel list (tenderer employees)
 3. OHS Policy and other procedures.
 4. Updated copy of the Occupational Health and Safety Act (Act no. 85 of 1993) and its Regulations
 5. Proof of valid registration and good standing with the Compensation Commissioner or another licensed Insurer
 6. OH&S Plan approved by the Client.
 7. Agreement in terms of Section 37(1) & 2 of the OHS Act
 8. Approved risk assessments, review and monitoring plans and safe work procedures (method statements)
 9. The tenderer must submit a list of sub-contractors including copies of the agreements between the parties and the type of work being done by each sub-contractor where applicable.
 10. All written designations and appointments for project scope of work (CV and competency copies)
 11. Management structure (inclusive of OH&S responsibility & meeting structure)
 12. Induction training and site OHS rules.
 13. Occupational health and safety training matrix / plan
 14. Arrangements with tenderers and/or mandatories
 15. The following registers (as applicable to contract scope of work):
 - a. Accident and/or incident notifications, investigation & control register
 - b. Occupational health and safety officer inspection register

- c. Daily inspections templates of vehicles, plant and other equipment by the operator, driver and/or user
- d. Toolbox talks pro-forma.
- e. First-aid box content register
- f. Record of first-aid treatment register
- g. Fire equipment inspection and maintenance register
- h. Machinery safety inspections template (including machine guards, lockouts etcetera)
- i. Inspection templates for lifting machines and –tackle (including daily inspections by drivers/operators)
- j. Templates of issuing of Personal Protective Equipment
- k. Monthly reporting and recording of statistics templates.
- l. Keeping of any other record in terms of applicable legislation falling within the scope of OHS Legislation applicable to the project and the tenderer's activities and organisation.
- m. Emergency preparedness and response programmes

c) Evaluation and approval of the safety file(s)

The client (City of Tshwane) will conduct an initial inspection and evaluation of the tenderer's OHS file for approval purposes to commence work in the Area for which the tenderer was appointed for. The tenderer is required to submit the OHS file within 5 days after receiving the induction training from the Client. The Client will evaluate the file and give feedback to the Project manager and the tenderer. If the file has not been approved, the tenderer shall ensure that the outstanding documents are submitted for re-evaluation within 3 working days.

NOTE: The construction work cannot commence until the safety file is approved. The approval letter from the Client must be kept in the OHS file and any letter issued concerning the evaluation of the file. Tenderers are required to achieve at least 80% (Eighty Per cent) compliance on the entire safety file documentation to obtain approval by the Client.

The tenderers must include the costs of the OHS Safety File to be appointment for the Area as part of the overall pricing of the tender.

8. REQUIREMENTS AFTER CONTRACT HAS BEEN AWARDED

The following requirements form part of ongoing management of the contract after it was awarded:

- a) A certified copy of an unendorsed professional drivers permit and license of the driver(s) of the aforesaid vehicles; must be submitted when requested by the CoT.
- b) The appointed tenderer is required to submit a copy of the minutes of monthly OHS meetings held between Company and its staff to the Deputy Director.

- c) Proof that the vehicles, implements and equipment listed under paragraph 6 are comprehensively insured must be submitted within seven (7) days after the CoT requested the information.
- d) If a tender for the rendering of a service in a part of the CoT is awarded to the tenderer, the tenderer shall, during the currency of the contract ensure that:
 - The vehicles, implements and equipment are roadworthy;
 - The vehicles, implements and equipment are comprehensively insured.
- e) The successful tenderer shall negotiate with companies to hire Tractor-Loader-Backhoe (TLB)s, while their machines are being serviced or repaired. No downtime will be accepted for equipment breakdowns.
- f) It is compulsory for the appointed tenderer to attend a monthly Regional meeting of each Regional Head or his /her nominee, for each Region within the Area the tenderer was appointed for.
- g) Service delivery will be required within 14 days from the effective date of this tender.
- h) All work should commence within 3 days after receipt of notification.
- i) The appointed tenderer is required to submit a detailed proposal within one month on the following:
 - Number of jobs to be created through the project.
 - Spin offs to the Local Economy
 - Strategy for appointing locals
 - The appointed tenderer needs to submit monthly EPWP reports to the Deputy Director in the respective Region indicating the number of jobs created during his appointed period together with documental proof required for EPWP worker reporting such as, copies of worker's identity documents, contracts of employment and proof of remuneration.

9. STAGES OF EVALUATION

The following bid will be evaluated according to the following stages:

- Stage 1: Administrative Compliance
- Stage 2: Mandatory Requirements
- Stage 3: Preference Point System

9.1 Stage 1: Administrative Compliance

All the proposals will be evaluated against the administrative responsiveness requirements as set out in the table below. Service providers that comply with ALL the Stage 1 requirements will be evaluated against the mandatory requirements as set out in Stage 2.

Compulsory Returnable Documentation (Submission of these are compulsory)	Submitted (YES or NO)	Checklist (Guide for Bidder and the Bid Evaluation Committee)
a) To enable The City to verify the bidder's tax compliance status, the bidder must provide; <ul style="list-style-type: none"> • A copy of their Tax Clearance Certificate (TCS); or • Indicate their tax compliance status PIN. 		TCS must be in the same business name as the bidding company. TCS must be valid. Tax status must be compliant before the award.
b) A copy of their Central Supplier Database (CSD) registration; or indicate their Master Registration Number / CSD Number;		CSD must be valid. Tax status must be compliant before the award.
c) Confirmation that the bidding company's rates and taxes are up to date: Original or copy of Municipal Account Statement of the Bidder (bidding company) not older than 3 months and account must not be in arrears for more than ninety (90) days; or ,signed lease agreement or In case of bidders located in informal settlement, rural areas or areas where they are not required to pay Rates and Taxes a letter from the local councillor confirming they are operating in that area		Was a Municipal Account Statement or landlord letter provided for the bidding company? The name and / or addresses of the bidder's statement correspond with CIPC document, Address on CSD or Company profile? Are all payment(s) up to date (i.e. not in arrears for more than 90 days?
d) In addition to the above, confirmation that all the bidding company's owners / members / directors / major shareholders rates and taxes are up to date: • Original or copy of Municipal Account Statement of all the South African based owners / members / directors / major shareholders not older than 3 months and the account/s may not be in arrears for more than ninety (90) days; or a signed lease agreement of owners / members / directors / major shareholders or In case of bidders located in informal settlement, rural areas or areas where they are not required to pay Rates and Taxes a letter from the local councillor confirming they are residing in that area		Was a Municipal Account Statement or landlord letter provided for the bidding company? The name and / or addresses of the bidder's statement correspond with CIPC document, Address on CSD or Company profile? Are all payment(s) up to date (i.e. not in arrears for more than 90 days?
e) Duly Signed and completed MBD forms (MBD 1, 4, 5, 8 and 9) The person signing the bid documentation must be authorized to sign on behalf of the bidder. Where the signatory is not a Director / Member / Owner / Shareholder of the company, an official letter of authorization or delegation of authority should be submitted with the bid document.		All documents fully completed (i.e. no blank spaces)? All documents fully signed? Signature authorized (any director / member / trustee as indicated on the CIPC document, alternatively a
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Compulsory Returnable Documentation (Submission of these are compulsory)	Submitted (YES or NO)	Checklist (Guide for Bidder and the Bid Evaluation Committee)
<p>NB: Bidders must ensure that the directors, trustees, managers, principal shareholders, or stakeholders of this company, declare any interest in any other related companies or business, whether or not they are bidding for this contract. <u>See Question 3.14 of MBD 4. Failure to declare interest will result in a disqualification</u></p>		<p>delegation of authority would be required? Documents completed in black ink (i.e. no "Tippex" corrections, no pencil, no other color ink, or non-submission of the above, will be considered)?</p>
<p>f) Financial Statements for the most recent three (3) years or financial statements from date of existence for companies less than three years old. NB: The bidder must submit signed audited annual financial statements for the most recent three years, or if established for a shorter period, submit audited annual financial statements from date of establishment.</p> <p>If the bidder is not required by law to prepare signed annual financial statements for auditing purposes, then the bidder must submit proof that the bidder is not required by law to prepare audited financial statements.</p>		<p>Applicable for tenders above R10m in conjunction with MBD 5)</p> <p>Are Audited financial statements provided (Audited financials must be signed by auditor)? Or proof that the bidder is not required by law to prepare audited financial statements.</p>
<p>g) Joint Ventures (JV) – (Only applicable when the bidder tenders as a joint venture) Where the bidder bids as a joint venture (JV), the required or relevant documents as per (a) to (f) above must be provided for all JV parties. In addition to the above the bidder must submit a Joint Venture (JV) agreement signed by the relevant parties. NB: It is a condition of this bid that the successful bidder will continue with the same Joint Venture (JV) for the duration of the contract unless prior approval is obtained from the City.</p>		<p>If applicable. JV agreement provided? JV agreement complete and relevant? Agreement signed by all parties? All required documents as per (i.e. a to f) must be provided for all partners of the JV.</p>
<p>h) Bidder attended a compulsory briefing session where applicable</p>		<p>A compulsory briefing register must be signed by the bidder.</p> <p>Bidders will be disqualified should they fail to attend compulsory briefing session</p>
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Compulsory Returnable Documentation (Submission of these are compulsory)	Submitted (YES or NO)	Checklist (Guide for Bidder and the Bid Evaluation Committee)
i) Pricing schedule (All items must be quoted for in pricing schedule and if not, all items are quoted the bidder will be disqualified). Unless the tender is awarded per item or per section where the bidder only quoted the items or sections, they are interested in.		<p>Incomplete pricing schedule results in totals being incomparable. Bidder must be disqualified.</p> <p>Bidder will be disqualified should they make corrections on the price schedule without attaching a signature thereto.</p> <p>Bidder will be disqualified should they use tippex/ correction ink, on the price schedule.</p>

9.2 Stage 2: Mandatory Requirements

9.2.1 CIDB

Tenderers who are registered with the Construction Industry Development Board (CIDB) in a contractor grading designation equal to 3CE or higher, are eligible to submit tenders. Failure to submit and meet the minimum CIDB requirements shall disqualify the tenderer.

9.2.2 Ownership of Vehicles, Implements and Equipment:

- a) If the tenderer has the vehicles, implements and equipment as specified in paragraph 6, the tenderer must supply the registration details (Certificate of Registration in Respect of Motor Vehicles is the RC1 document, issued by the (NATIS) National Traffic Information System for all the relevant vehicles. The vehicles, implements and equipment will be inspected at the address given, by the CoT given a seven (7)-day notification, or
- b) If the tenderer is not the owner of the said vehicles, implements and equipment as specified in paragraph 6, they may lease the same. A copy of a valid leasing agreement/ letter of Intent/ Memorandum of Understanding and the full details of the vehicles, implements and equipment, including the address of the lessor must be supplied with the tender. This include the registration details (Certificate of Registration in Respect of Motor Vehicles is the RC1 document, issued by the (NATIS) National Traffic Information System for all the relevant vehicles. The vehicles, implements and equipment will be inspected at the address given, by the CoT given a seven (7)-day notification, or

TABLE A: VEHICLES IMPLEMENTS AND EQUIPMENT

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Please use **Table A** below as a template to be completed in part T2 Returnable Schedules ROC 11 2023/ 24. Where relevant, the required information for ALL vehicles, implements and equipment must be supplied under the respective columns as per the mandatory requirements stated in paragraph 9.2 (in reference to paragraph 6).

AREA and Regions	Tractor-Loader-Backhoe (TLB)	Jackhammer & Compressor	Water pump	LDV
AREA A: Region 1	5	0	4	1
AREA B: Region 3	2	1	3	1
AREA C: Region 2, 4, 5. 6. 7)	12	7	14	5

TABLE A

SCHEDULE OF VEHICLES, IMPLEMENTS AND EQUIPMENT THAT IS OWNED OR IS TO BE LEASED AND WILL BE IMMEDIATELY AVAILABLE FOR THIS CONTRACT. (Submit a separate copy for each Region)

AREA (Area A: Region 1, Area B: Region 3 and Area C: Regions 2, 4, 5, 6, and 7)

REGION

ITEM				REFERENCE			
No	Description	Model & Make	Vehicle Registration no and/or Lease Agreement(s) (Attach Proof)	Minimum requirements specified in the Scope of Tender	Total number of Items (Vehicle/ Implement/ Equipment offered by Tenderer)		
					# Owned	# Leased	Total
1.	Tractor-Loader-Backhoe (TLB)						
2.	Jackhammer & Compressor with operator						
3.	LDV						
4.	Water Pump						

The completed Schedule of Vehicles, Implements and Equipment are a certified (comply to the specified requirements of the tender) list of major items of relevant vehicles, implements and equipment that I/we presently own or lease and will have available for this contract or will acquire or lease for this contract if my / our tender is accepted as per a submitted copy(s) of a valid leasing agreement(s)/ letter(s) of Intent/ Memorandum(s) of Understanding.

SIGNATURE		NAME & SURNAME(PRINT)	
CAPACITY		DATE	
NAME OF TENDERER			

9.2.3 Experience Required

The tenderers must have completed at least 1 (one) contract/ tender for a minimum period of 1 (one) year) for excavation, re-opening and closing of graves for another organisation, municipality, or organ of state in the past five years.

The tenderers should submit certified reference letter on signed valid letter heads from previous employers as proof where the services were rendered. Where the tenderer is still rendering the service as part of a contract/ tender that is active, a certified letter of recommendation on a signed valid letter head from the current employer is required. The timeframe of when the services were rendered must clearly be indicated accompanied by contactable references. Documentation (Completion certificate or similar) must be attached with this tender. (T2 Returnable Schedules - FORM RD.C.2: RECORD OF SERVICES PROVIDED TO ORGANS OF STATE.)

9.2.4 Key Personnel

- TLB Driver
- LDV Drivers/ Site supervisors
- Occupational Health & Safety Officer

Curriculum Vitae's including their experience, level of education and training, and positions held for each of the key staff including certified copies of the qualifications as indicated below.

TLB (Tractor-Loader-Backhoe) Driver

TLB Drivers must have a minimum of one year's relevant experience and at least have a National Certificate (NQF Level 2). A code B driver's license, a Professional Driving Permit (PrDP) and a valid TLB Operator qualification (South African Qualifications Authority (SAQA) Unit Standard 116333 or 262727, or similar), are required. Copies of the qualifications/ licenses/ permits must be submitted with this tender.

LDV Drivers/ Site supervisors

Drivers/ Site Supervisors must have a minimum of one year's relevant experience and at least have a National Certificate (NQF Level 3). A code C driver's license and a Professional Driving Permit (PrDP) is also required. Copies of the qualifications/ licenses/ permits must be submitted with this tender.

Occupational Health & Safety Officer

The bidders are to submit the profile of the Occupational Health and Safety Officer to be appointed for the Area. The profile of the Occupational Health & Safety Officer must include a certified copy of his/ her Occupational Health and Safety Certificate, accredited by the SACPCMP (South African Council for the Project and Construction Management Professions) board. Proof of registration with the SACPCMP is required as prescribed by the Project and Construction Management Professions Act, 2000 (Act No. 48 of 2000) and the Construction Regulations 2014.

NOTE: Tenderers must include the costs of the Occupational Health and Safety Officer to be appointed. Only one OHS Officer will be required for the Region/ Regions within the Area that the successful tenderer may possibly be appointed for.

9.3 Stage 3: Preference Point System

The preferential points to be used will be the **80/20** points system in terms of the Preferential Procurement Policy Framework Act, 2000 (Act 5 of 2000) Regulations 2022.

The system comprises of the following elements:

- 80 points for price
- 20 points for specific goals
- **Bidders are required to submit supporting documents for their bids to claim the specific goal points.**
- **Non-compliance with specific goals will not lead to disqualification but bidders will not be allocated specific goal points. Bidders will score points out of 90 or 80 for price only and zero (0) points out of 10 or 20 for specific goals.**
- Cot shall act against any bidder or person when it detects that the specific goals were claimed or obtained on a fraudulent basis.

The specific goal for this bid is outlined below.

Specific goals	80/20 preference point system	Proof of specific goals to be submitted
BB-BEE score of companies <ul style="list-style-type: none"> • Level 1 • Level 2 • Level 3 • Level 4 • Level 5 • Level 6 • Level 7 • Level 8 • Non-compliant 	<ul style="list-style-type: none"> • 8 Points • 7 Points • 6 Points • 5 Points • 4 Points • 3 Points • 2 Points • 1 Point • 0 Points 	Valid Certified copy of BBBEE certificate. Sworn Affidavit for B-BBEE qualifying small enterprise or Exempt Micro Enterprises or CIPC BBBEE certificate.
EME and/ or QSE	2 Points	Valid Sworn affidavit for B-BBEE qualifying small enterprise or Exempt Micro Enterprises or CIPC BBBEE certificate
At least 51% of Women-owned companies	2 Points	Certified copy of Identity Document/s <u>and</u> proof of ownership (Sworn affidavit for B-BBEE qualifying small enterprise or Exempt Micro Enterprises, CIPC registration or any other proof of ownership)
At least 51% owned companies by People with disability	2 Points	Medical Certificate with doctor's details (Practice Number, Physical Address, and contact numbers) and proof of ownership (Sworn affidavit)

Specific goals	80/20 preference point system	Proof of specific goals to be submitted
		for B-BBEE qualifying small enterprise or Exempt Micro Enterprises, CIPC registration or any other proof of ownership
At least 51% owned companies by Youth	2 Point	Certified copy of Identity Document/s and proof of ownership (Sworn affidavit for B-BBEE qualifying small enterprise or Exempt Micro Enterprises, CIPC registration or any other proof of ownership
Local Economic Participation <ul style="list-style-type: none"> • City of Tshwane • Gauteng • National 	4 Points 2 Points 1 Point	Municipal Account statement/Lease agreement.

For points to be allocated as per above the tenderers will be required to submit proof of documentation as evidence for claims made. Any tenderer that does not submit evidence as stated in the bid document to claim applicable points will be allocated zero points.

12. VALIDITY PERIOD

The validity period for the tender after closure is 90 days. CoT shall have right and power to extent any tender validity period beyond any initial validity period set and subsequent extensions. SCM shall ensure that an extension of validity is requested in writing from all bidders before the validity expiry date. Extension of validity shall be finalised while the quotations/bids are still valid.

14. MARKET ANALYSIS

The City of Tshwane reserves the right to conduct a market analysis. Should the City exercise this option, where a service provider offers a price that is deemed not to be viable to supply goods or services as required, written confirmation will be made with the service provider to determine if it will be able to deliver on the price. If a service provider confirms that it cannot, the service provider will be disqualified based on being non-responsive. If the service provider confirms that it can deliver, a tight contract to mitigate the risk of non-performance will be entered into with the service provider. Further action on failures by the supplier to deliver will be handled in terms of the contract, including performance warnings and listing on the database of restricted suppliers.

The City of Tshwane further reserves the right to negotiate a market-related price with the service provider that scored the most points. If the service provider does not agree to a market-related price, the City reserves the right to negotiate a market-related price with the service provider that scored the second-most points. If the service provider that scored the second-most points does not agree to a market-related price, the City will negotiate a market-related price with the service provider that scored the third-most points. If a market-related price is not agreed, the City reserves the right to cancel the tender.