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## MUNICIPAL COUNCIL OF MBABANE



**CONTRACT NO.:** 12- 2024/2025

**TITLE.:** Management and Maintenance of Cemetery

Bidder's Name: \_\_\_\_\_

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## **Procurement management and maintenance of Cemetery Service Provider.**

### **Summary**

#### **PART 1 – BIDDING PROCEDURES**

##### **Section I: Instructions to Bidders (ITB)**

This Section provides relevant information to help Bidders prepare their Bids. Information is also provided on the submission, opening, and evaluation of Bids and on the award of Contracts.

##### **Section II. Bidding Data Sheet (BDS)**

This Section consists of provisions that are specific to each procurement and that supplement the information or requirements included in Section I, Instructions to Bidders.

##### **Section III: Bidding Forms**

This Section contains the forms which are to be completed by the Bidder and submitted as part of his Bid.

#### **PART 2 – CONDITIONS OF CONTRACT AND CONTRACT FORMS**

##### **Section IV. Special condition of Contract, Performance Specifications and Drawings (Terms of Reference)**

This section contains Specifications that are intended only as information for the Employer or the person drafting the bidding documents.

#### **PART 3 – ACTIVITY SCHEDULE**

##### **Section V. Activity Schedule**

This Section contains the schedule of activities whereby only rates to be provided.

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## Part I – Bidding Procedures

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## Section I. Instructions to Bidders

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## Instructions to Bidders (ITB)

### A. General

1. **Scope of Bid**
  - 1.1 The **Municipal Council of Mbabane (MCM)**, invites bids for the Services, as described in Appendix A to the Contract.
  - 1.2 The successful Bidder will be expected to complete the performance of the Services by the Intended Completion Date **provided in the bidding Data Sheet (BDS)**.
2. **Eligible Bidders**
  - 2.1 This Invitation for Bids is open to all bidders, who are registers with the registrar of Companies in the Kingdom of Swaziland.
  - 2.2 All bidders shall provide in Section III, Bidding Forms, a statement that the Bidder (including all members of a joint venture and subcontractors) is not associated, nor has been associated in the past, directly or indirectly, with the consultant or any other entity that has prepared the design, specifications, and other documents for the Project or being proposed as Project Manager for the Contract. A firm that has been engaged by MCM to provide Consultant Services for the preparation or supervision of the Services, and any of its affiliates, shall not be eligible to bid.
  - 2.3 Government-owned enterprises in the Employer's country may only participate if they are legally and financially autonomous, operate under commercial law, and are not a dependent agency of the Employer.
  - 2.4 Bidders shall not be under a declaration of ineligibility for corrupt and fraudulent practices issued by the Government of Swaziland.
3. **Qualification of the Bidder**
  - 3.1 All bidders shall include the following information and documents with their bids in Section III, unless otherwise stated in the **BDS**:
    - (a) copies of original documents defining the constitution or legal status, place of registration, and principal place of business; written power of attorney of the signatory of the Bid to commit the Bidder, Where

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- applicable a registration certificate with the Construction Industry Council (CIC)
- (b) total monetary value of Services performed for each of the last five years;
  - (c) experience in Services of a similar nature and size for each of the last five years, and details of Services under way or contractually committed; and names and address of clients who may be contacted for further information on those contracts;
  - (d) list of major items of equipment proposed to carry out the Contract;
  - (e) experience of key site management and technical personnel proposed for the Contract;
  - (f) authority to the Employer to seek references from the Bidder's bankers;
  - (g) information regarding any litigation, current or during the last five years, in which the Bidder is involved, the parties concerned, and disputed amount; and
  - (h) Proposals for subcontracting components of the Services amounting to more than 10 percent of the Contract Price.
- 3.3 Bids submitted by a joint venture of two or more firms as partners shall comply with the following requirements, unless otherwise stated in the **BDS**:
- (a) the Bid shall include all the information listed in ITB Sub-Clause 4.2 (4.1) above for each joint venture partner;
  - (b) the Bid shall be signed so as to be legally binding on all partners;
  - (c) the Bid shall include a copy of the agreement entered into by the joint venture partners defining the division of assignments to each partner and establishing that all partners shall be jointly and severally liable for the execution of the Contract in accordance with the Contract terms; alternatively, a Letter of Intent to execute a joint venture agreement in the event of a successful bid shall be signed by all partners and submitted with the bid, together with a copy of the

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proposed agreement;

- (d) one of the partners shall be nominated as being in charge, authorized to incur liabilities, and receive instructions for and on behalf of any and all partners of the joint venture; and
- (e) the execution of the entire Contract, including payment, shall be done exclusively with the partner in charge.

3.4 To qualify for award of the Contract, bidders shall meet the following minimum qualifying criteria:

- (a) experience as prime contractor in the provision of at least two service contracts of a nature and complexity equivalent to the Services over the last 5 years (to comply with this requirement, Services contracts cited should be at least 70 percent complete) **as specified in the BDS;**
- (c) proposals for the timely acquisition (own, lease, hire, etc.) of the essential equipment **listed in the BDS;**

**4. One Bid per Bidder**      4.1 ***Each Bidder shall submit only one Bid, either individually or as a partner in a joint venture. A Bidder who submits or participates in more than one Bid (other than as a subcontractor or in cases of alternatives that have been permitted or requested) will cause all the proposals with the Bidder's participation to be disqualified.***

**5. Cost Bidding**      of 5.1 The Bidder shall bear all costs associated with the preparation and submission of his Bid, and the Employer will in no case be responsible or liable for those costs.

**6. Site Visit**      6.1 The Bidder, at the Bidder's own responsibility and risk, is encouraged to visit and examine the Site of required Services and its surroundings and obtain all information that may be necessary for preparing the Bid and entering into a contract for the Services. The costs of visiting the Site shall be at the Bidder's own expense.

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## B. Bidding Documents

- 7. Content of Bidding Documents**
- 7.1 The set of bidding documents comprises the documents listed in the table below and addenda issued in accordance with ITB Clause 10:
- |             |  |
|-------------|--|
| Section I   | Instructions to Bidders                                      |
| Section II  | Bidding Data Sheet   |
| Section III | Bidding Forms  |
| Section IV  | Special Conditions of Contract and Performance specification |
| Section V   | Activity Schedule (Bill of Quantities)                       |
- 7.2 The Bidder is expected to examine all *instructions, forms, terms, and specifications* in the bidding documents. Failure to furnish all information required by the bidding documents or to submit a bid not substantially responsive to the bidding documents in every respect will be at the Bidder's risk and may result in the rejection of its bid. Sections III and IV should be completed and returned with the Bid in the number of copies specified in the **BDS**.
- 8. Clarification of Bidding Documents**
- 8.1 A prospective Bidder requiring any clarification of the bidding documents may notify the Employer in writing at the Employer's address indicated in the invitation to bid. The Employer will respond to any request for clarification received earlier than 14 days prior to the deadline for submission of bids. Copies of the Employer's response will be forwarded to all purchasers of the bidding documents, including a description of the inquiry, but without identifying its source.
- 9. Amendment of Bidding Documents**
- 9.1 Before the deadline for submission of bids, the Employer may modify the bidding documents by issuing addenda.
- 9.2 Any addendum thus issued shall be part of the bidding documents and shall be communicated in writing to all purchasers of the bidding documents. Prospective bidders shall acknowledge receipt of each addendum by cable to the Employer.
- 9.3 To give prospective bidders reasonable time in which to take an addendum into account in preparing their bids, the Employer shall extend, as necessary, the deadline for submission of bids, in accordance with ITB Sub-Clause

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18.2 below.

### C. Preparation of Bids

- 10. Language of Bid** 10.1 The bid prepared by the Bidder, as well as all correspondence and documents relating to the bid exchanged by the Bidder and the Employer shall be written in English.
- 11. Documents Comprising the Bid** 11.1 The Bid submitted by the Bidder shall comprise the following:
- (a) The Form of Bid (in the format indicated in Section III);
  - (b) Technical approach and methodology for the cemetery management
  - (c) Priced Activity Schedule (Rates Only);
- and any other materials required to be completed and submitted by bidders, as **specified in the BDS**.
- 12.2 Bidders bidding for this contract together with other contracts stated in the IFB to form a package will so indicate in the bid together with any discounts offered for the award of more than one contract
- 12. Bid Prices** 12.1 The Contract shall be for the Services, as described in the Specifications, Section V, based on the priced Activity Schedule, Section IV, submitted by the Bidder.
- 12.2 The Bidder shall fill in rates and prices for all items of the Services described in the in Specifications (or Terms of Reference), Section V and listed in the Activity Schedule, Section IV. Items for which no rate or price is entered by the Bidder will not be paid for by the Employer when executed and shall be deemed covered by the other rates and prices in the Activity Schedule.
- 12.3 All duties, taxes, and other levies payable by the Service Provider under the Contract, or for any other cause, should be incorporated in the rate.

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- 13. Bid Validity**
- 13.1 Bids shall remain valid for 90 days.
- 13.2 In exceptional circumstances, the Employer may request that the bidders extend the period of validity for a specified additional period. The request and the bidders' responses shall be made in writing. A Bidder may refuse the request without forfeiting the Bid Security. A Bidder agreeing to the request will not be required or permitted to otherwise modify the Bid, but will be required to extend the validity of Bid Security for the period of the extension, and in compliance with ITB Clause 14 in all respects.
- 14. Bid Security**
- 14.1 The Bidder shall furnish, as part of the Bid, a Bid Security or a Bid-Securing Declaration, if required, as **specified in the BDS**.
- 14.2 The Bid Security shall be in the amount **specified in the BDS** and denominated in Emalangen Currency.
- (a) at the bidder's option, be in the form of either a bank guarantee from a banking institution, or a bond issued by a surety;
  - (b) be issued by a reputable institution selected by the bidder and located in the Kingdom of Swaziland.
  - (c) be substantially in accordance with one of the forms of Bid Security included in Contract Forms, or other form approved by the Employer prior to bid submission;
  - (d) be payable promptly upon written demand by the Employer in case the conditions listed in ITB Sub-Clause 14.5 are invoked;
  - (e) be submitted in its original form; copies will not be accepted;
  - (f) remain valid for a period of 28 days beyond the validity period of the bids, as extended, if applicable, in accordance with ITB Sub-Clause 13.2;
- 14.3 If a Bid Security or a Bid- Securing Declaration is required in accordance with ITB Sub-Clause 14.1, any bid not accompanied by a substantially responsive Bid Security or Bid Securing Declaration in accordance with ITB Sub-Clause 14.1, shall be rejected by the Employer as non-

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responsive.

14.4 The Bid Security of unsuccessful Bidders shall be returned as promptly as possible upon the successful Bidder's furnishing of the Performance Security pursuant to ITB Clause 31.

14.5 The Bid Security may be forfeited or the Bid Securing Declaration executed:

(a) if a Bidder withdraws its bid during the period of bid validity specified by the Bidder on the Bid Submission Form, except as provided in ITB Sub-Clause 13.2; or

(b) if the successful Bidder fails to:

(i) Sign the Contract in accordance with ITB Clause 30;

(ii) Furnish a Performance Security in accordance with ITB Clause 31.

14.6 The Bid Security or Bid- Securing Declaration of a JV must be in the name of the JV that submits the bid. If the JV has not been legally constituted at the time of bidding, the Bid Security or Bid-Securing Declaration shall be in the names of all future partners as named in the letter of intent to constitute the JV.

## 15. Alternative Proposals by Bidders

15.1 **Unless otherwise indicated in the BDS**, alternative bids shall not be considered.

15.2 When alternative times for completion are explicitly invited, a statement to that effect will be **included in the BDS**, as will the method of evaluating different times for completion.

15.3 Except as provided under ITB Sub-Clause 15.4 below, bidders wishing to offer technical alternatives to the requirements of the bidding documents must first submit a Bid that complies with the requirements of the bidding documents, including the scope, basic technical data, graphical documents and specifications. In addition to submitting the basic Bid, the Bidder shall provide all information necessary for a complete evaluation of the alternative by the Employer, including calculations, technical specifications, breakdown of prices, proposed work methods and other relevant details. Only the

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technical alternatives, if any, of the lowest evaluated Bidder conforming to the basic technical requirements shall be considered by the Employer. Alternatives to the specified performance levels shall not be accepted.

15.4 When bidders are **permitted in the BDS** to submit alternative technical solutions for specified parts of the Services, such parts shall be described in the Specifications (or Terms of Reference) and Drawings, Section VIII. In such case, the method for evaluating such alternatives will be as **indicated in the BDS**.

**16. Format and Signing of Bid**

16.1 The Bidder shall prepare one original of the documents comprising the Bid as described in ITB Clause 11 of these Instructions to Bidders, bound with the volume containing the Form of Bid, and clearly marked "ORIGINAL." In addition, the Bidder shall submit copies of the Bid, in the number **specified in the BDS**, and clearly marked as "COPIES." In the event of discrepancy between them, the original shall prevail.

16.2 The original and all copies of the Bid shall be typed or written in indelible ink and shall be signed by a person or persons duly authorized to sign on behalf of the Bidder, pursuant to Sub-Clauses 4.2(a) or 4.3(b), as the case may be. All pages of the Bid where entries or amendments have been made shall be initialed by the person or persons signing the Bid.

16.3 The Bid shall contain no alterations or additions, except those to comply with instructions issued by the Employer, or as necessary to correct errors made by the Bidder, in which case such corrections shall be initialed by the person or persons signing the Bid.

**D. Submission of Bids**

**17. Sealing and Marking of Bids**

17.1 The Bidder shall seal the original and all copies of the Bid in two inner envelopes and one outer envelope, duly marking the inner envelopes as "ORIGINAL" and "COPIES".

17.2 The inner and outer envelopes shall

- (a) be addressed to the Employer at the address **provided in the BDS**;
- (b) bear the name and identification number of the Contract as **defined in the BDS** and Special

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Conditions of Contract; and

- (c) Provide a warning not to open before the specified time and date for Bid opening as **defined in the BDS.**

17.3 In addition to the identification required in ITB Sub-Clause 17.2, the inner envelopes shall indicate the name and address of the Bidder to enable the Bid to be returned unopened in case it is declared late, pursuant to ITB Clause 19.

17.4 If the outer envelope is not sealed and marked as above, the Employer will assume no responsibility for the misplacement or premature opening of the Bid.

**18. Deadline for Submission of Bids**

18.1 Bids shall be delivered to the Employer at the address specified above no later than the time and date **specified in the BDS.**

18.2 The Employer may extend the deadline for submission of bids by issuing an amendment in accordance with ITB Clause 9, in which case all rights and obligations of the Employer and the bidders previously subject to the original deadline will then be subject to the new deadline.

**19. Late Bids**

19.1 Any Bid received by the Employer after the deadline prescribed in ITB Clause 18 will be returned unopened to the Bidder.

**20. Modification and Withdrawal of Bids**

20.1 Bidders may modify or withdraw their bids by giving notice in writing before the deadline prescribed in ITB Clause 18.

20.2 Each Bidder's modification or withdrawal notice shall be prepared, sealed, marked, and delivered in accordance with ITB Clauses 16 and 17, with the outer and inner envelopes additionally marked "MODIFICATION" or "WITHDRAWAL," as appropriate.

20.3 No Bid may be modified after the deadline for submission of Bids.

20.4 Withdrawal of a Bid between the deadline for submission of bids and the expiration of the period of Bid validity specified in the BDS or as extended pursuant to ITB Sub-Clause 13.2 may result in the forfeiture of the Bid Security pursuant to ITB Clause 14.

20.5 Bidders may only offer discounts to, or otherwise modify

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the prices of their bids by submitting Bid modifications in accordance with this clause, or included in the original Bid submission.

## E. Bid Opening and Evaluation

- 21. Bid Opening**
- 21.1 The Employer will open the bids, including modifications made pursuant to ITB Clause 20, in the presence of the bidders' representatives who choose to attend at the time and in the place **specified in the BDS**.
- 21.2 Envelopes marked "WITHDRAWAL" shall be opened and read out first. Bids for which an acceptable notice of withdrawal has been submitted pursuant to ITB Clause 20 shall not be opened.
- 21.3 The bidders' names, Bid modifications and withdrawals, the presence or absence of Bid Security, and such other details as the Employer may consider appropriate, will be announced by the Employer at the opening. No bid shall be rejected at bid opening except for the late bids pursuant to ITB Clause 19; Bids, and modifications, sent pursuant to ITB Clause 20 that are not opened and read out at bid opening will not be considered for further evaluation regardless of the circumstances. Late and withdrawn bids will be returned unopened to the bidders.
- 21.4 The Employer will prepare minutes of the Bid opening, including the information disclosed to those present in accordance with ITB Sub-Clause 21.3.
- 22. Process to Be Confidential**
- 22.1 Information relating to the examination, clarification, evaluation, and comparison of bids and recommendations for the award of a contract shall not be disclosed to bidders or any other persons not officially concerned with such process until the award to the successful Bidder is notified of the award. Any effort by a Bidder to influence the Employer's processing of bids or award decisions may result in the rejection of his Bid.
- 22.2 If, after notification of award, a bidder wishes to ascertain the grounds on which its bid was not selected, it should address its request to the Employer, who will provide written explanation. Any request for explanation from one bidder should relate only to its own bid; information about the bid of competitors will not be addressed.

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**23. Clarification of Bids**

- 23.1 To assist in the examination, evaluation, and comparison of bids, the Employer may, at the Employer's discretion, ask any Bidder for clarification of the Bidder's Bid, including breakdowns of the prices in the Activity Schedule, and other information that the Employer may require. The request for clarification and the response shall be in writing, but no change in the price or substance of the Bid shall be sought, offered, or permitted except as required to confirm the correction of arithmetic errors discovered by the Employer in the evaluation of the bids in accordance with ITB Clause 25.
- 23.2 Subject to ITB Sub-Clause 23.1, no Bidder shall contact the Employer on any matter relating to its bid from the time of the bid opening to the time the contract is awarded. If the Bidder wishes to bring additional information to the notice of the Employer, he should do so in writing.
- 23.3 Any effort by the Bidder to influence the Employer in the Employer's bid evaluation or contract award decisions may result in the rejection of the Bidder's bid.

**24. Examination of Bids and Determination of Responsiveness**

- 24.1 Prior to the detailed evaluation of bids, the Employer will determine whether each Bid (a) meets the eligibility criteria defined in ITB Clause 3; (b) has been properly signed; (c) is accompanied by the required securities; and (d) is substantially responsive to the requirements of the bidding documents.
- 24.2 A substantially responsive Bid is one which conforms to all the terms, conditions, and specifications of the bidding documents, without material deviation or reservation. A material deviation or reservation is one (a) which affects in any substantial way the scope, quality, or performance of the Services; (b) which limits in any substantial way, inconsistent with the bidding documents, the Employer's rights or the Bidder's obligations under the Contract; or (c) whose rectification would affect unfairly the competitive position of other bidders presenting substantially responsive bids.
- 24.3 If a Bid is not substantially responsive, it will be rejected by the Employer, and may not subsequently be made responsive by correction or withdrawal of the nonconforming deviation or reservation.

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## 25. Correction of Errors

25.1 Bids determined to be substantially responsive will be checked by the Employer for any arithmetic errors. Arithmetical errors will be rectified by the Employer on the following basis: if there is a discrepancy between unit prices and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail, and the total price shall be corrected; if there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; if there is a discrepancy between the amounts in figures and in words, the amount in words will prevail.

25.2 The amount stated in the Bid will be adjusted by the Employer in accordance with the above procedure for the correction of errors and, with the concurrence of the Bidder, shall be considered as binding upon the Bidder. If the Bidder does not accept the corrected amount, the Bid will be rejected, and the Bid Security may be forfeited in accordance with ITB Sub-Clause 14.5(b).

## 26. Evaluation and Comparison of Bids

26.1 The Employer will evaluate and compare only the bids determined to be substantially responsive in accordance with ITB Clause 24 and as per the criterion in the **BDS**.

26.2 In evaluating the bids, the Employer will determine for each Bid the evaluated Bid price by adjusting the Bid price as follows:

- (a) making any correction for errors pursuant to ITB Clause 25;
- (b) excluding provisional sums and the provision, if any, for contingencies in the Activity Schedule, Section IV, but including Day work, when requested in the Specifications (or Terms of Reference) Section VI;
- (c) Making an appropriate adjustment for any other acceptable variations, deviations, or alternative offers submitted in accordance with ITB Clause 15; and
- (d) Making appropriate adjustments to reflect discounts or other price modifications offered in accordance with ITB Sub-Clause 20.5.
- e) This bid will follow the **Least Cost (LC)** evaluation criteria.

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- 26.3 The Employer reserves the right to accept or reject any variation, deviation, or alternative offer. Variations, deviations, and alternative offers and other factors, which are in excess of the requirements of the bidding documents or otherwise result in unsolicited benefits for the Employer will not be taken into account in Bid evaluation.
- 26.4 The estimated effect of any price adjustment conditions under Clause 5 of the General Conditions of Contract, during the period of implementation of the Contract, will not be taken into account in Bid evaluation.

## F. Award of Contract

- 27. Financial Negotiations**
- 27.1 Council reserves the right to negotiate all the rates in the Bidding documents before the contract is awarded.
- 27.2 Council may reject a bid if there is no agreement during the negotiations without any explanation whatsoever to the bidding service provider.
- 28. Award Criteria**
- 28.1 Subject to ITB Clause 30, the Employer will award the Contract to the Bidder whose Bid has been determined to be technically responsive to the bidding documents and is the least costing of all technically responsive bids.
- 28.3 Council does not bind itself to accept the lowest bidder.
- 29. Employer's Right to Accept any Bid and to Reject any or all Bids**
- 29.1 Notwithstanding ITB Clause 29, the Employer reserves the right to accept or reject any Bid, and to cancel the bidding process and reject all bids, at any time prior to the award of Contract, without thereby incurring any liability to the affected Bidder or bidders or any obligation to inform the affected Bidder or bidders of the grounds for the Employer's action.
- 30. Intention to award**
- 30.1 An intention to award will be published through the regulator for ten (10) working days. Any objections should be forwarded in writing to:

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The Controlling Officer  
 Municipal Council of Mbabane  
 Mahlokohla Street

**Notification of Award and Signing of Agreement**

The Bidder whose Bid has been accepted will be notified of the award by the Employer prior to expiration of the Bid validity period by a letter. This letter (hereinafter and in the Conditions of Contract called the “Letter of Acceptance”) will state the sum that the Employer will pay the Service Provider in consideration of the execution, completion, and maintenance of the Services by the Service Provider as prescribed by the Contract (hereinafter and in the Contract called the “Contract Price”).

31.2 The notification of award will constitute the formation of the Contract.

31.3 The Bidder shall commence with the works within period specified in the **BDS** after the award of the contract. Failure to commence with the works within the specified period will result in Council withdrawing the award with out notice.

31.4 The Contract, in the form provided in the bidding documents, will incorporate all agreements between the Employer and the successful Bidder. It will be signed by the Employer and sent to the successful Bidder. Within 21 days of receipt of the Contract, the successful Bidder shall sign the Contract and return it to the Employer, together with the required performance security pursuant to Clause 31.

31.5 The Employer will promptly notify the unsuccessful Bidders the name of the winning Bidder and that their Bid Security will be returned as promptly as possible, with a notice which shall be published in the Council Website page.

3.16 If, after notification of award, a Bidder wishes to ascertain the grounds on which its Bid was not selected, it should address its request to the Employer within seven days of the first day of the published notice. The Employer will promptly respond in writing to the unsuccessful Bidder.

**32. Performance Security**

32.1 Within 21 days after receipt of the Letter of Acceptance, the successful Bidder shall deliver to the Employer a

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Performance Security in the amount and in the form (Bank Guarantee and/or Performance Bond) **stipulated in the BDS.**

32.2 If the Performance Security is provided by the successful Bidder in the form of a Bank Guarantee, it shall be issued at the Bidder's option, by a bank located in the Kingdom of Swaziland

32.3 If the Performance Security is to be provided by the successful Bidder in the form of a Bond, it shall be issued by a surety which the Bidder has determined to be acceptable to the Employer.

32.4 Failure of the successful Bidder to comply with the requirements of ITB Sub-Clause 32.1 shall constitute sufficient grounds for cancellation of the award and forfeiture of the Bid Security.

### **33. Corrupt or Fraudulent Practices**

33.1 It is the Council's policy to require that bidders, suppliers, and contractors and their subcontractors, observe the highest standard of ethics during the procurement and execution of such contracts. <sup>1</sup> In pursuance of this policy, Council:

defines, for the purposes of this provision, the terms set forth below as follows:

- (i) "corrupt practice"<sup>2</sup> is the offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party;
- (ii) "fraudulent practice"<sup>3</sup> is any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation;
- (iii) "collusive practice" is an arrangement between

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two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party;

(iv) “coercive practice” is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;

(v) “obstructive practice” is

(aa) deliberately destroying, falsifying, altering or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede an investigation into allegations of a corrupt, fraudulent, coercive or collusive practice; and/or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation, or

(bb) acts intended to materially impede the exercise of Councils inspection and audit rights provided for under para. 1.14 (e) of the Bank’s Procurement Guidelines.

1.5.1. will reject a proposal for award if it determines that the Bidder recommended for award has, directly or through an agent, engaged in corrupt, fraudulent, collusive, coercive or obstructive practices in competing for the contract in question;

1.5.2. will sanction a firm or individual, including declaring them ineligible, either indefinitely or for a stated period of time, to be awarded a contract if it at any time determines that they have, directly or through an agent, engaged in corrupt, fraudulent, collusive, coercive or obstructive practices in competing for, or in executing, a contract; and

(e) Will have the right to require that a provision be included in bidding documents and in contracts for Council to inspect the bidders accounts and records and other documents relating to the Bid submission and contract performance and to have them audited by auditors appointed by Council.

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## Section II. Bidding Data Sheet

### Instructions to Bidders Clause Reference

<b>A. General</b>	
<b>1.1</b>	The Employer is <b>MUNICIPAL COUNCIL OF MBABANE</b> . The name and identification number of the Contract is <b>Provision of management and maintenance services of cemeteries</b> .
<b>1.2</b>	Duration of Contract <b>36 Months</b>
<b>3.2</b>	The Qualification Information, Bidding forms and certificates to be submitted are as follows: <ul style="list-style-type: none"> <li>a. Certified copy of Certificate of Incorporation</li> <li>b. Certified copy of Form J</li> <li>c. Certified copy of Form C</li> <li>d. Certified copy of valid Trading License</li> <li>e. Original valid Tax Clearance Certificate</li> <li>f. Copy of ENPF compliance</li> <li>g. Copy of labour compliance</li> <li>h. Tender Receipt ( E500)</li> <li>i. Bid security (E3000)</li> <li>j. Power of Attorney</li> <li>k. Declaration of eligibility</li> </ul>
<b>3.3</b>	The information needed for Bids submitted by joint ventures in addition to 3.2 above: <ul style="list-style-type: none"> <li>a. A copy of the Joint Venture agreement or a letter of intent to execute a joint venture agreement in the case the bid is successful</li> </ul>
<b>B. Bidding Data</b>	
<b>7.2 and 16.1</b>	The number of copies of the Bid to be completed and returned shall be <b>Four</b>
<b>C. Preparation of Bids</b>	

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<b>10.1</b>	Language of the bid: <b>English</b>
<b>11.1</b>	The additional materials required to be completed and submitted are: <ul style="list-style-type: none"> <li>a. The Form of Bid</li> <li>b. Bid security</li> <li>c. Prices Activity Schedule (Bill of Quantities)</li> <li>d. Alternative offers where possible.</li> </ul>
<b>13.1</b>	The period of Bid validity shall be <b>Ninety (90)</b> days after the deadline for Bid submission specified in the BDS.
<b>14.1</b>	The Bidder shall provide: a Bid Security
<b>14.2</b>	The amount of Bid Security shall be <b>three Thousand Emalangeni (E3,000)</b> bank Guaranteed Cheque or bid bond.
<b>15.1</b>	Alternative bids <b>are</b> permitted.
<b>D. Submission of Bids</b>	
<b>17.2</b>	The Employer's address for the purpose of Bid submission is <b>1<sup>st</sup> Mahlokohla street</b> <b>Municipal Council of Mbabane</b> <b>P.O.Box 1</b> <b>Mbabane.</b> For identification of the bid the envelopes should indicate: Contract name: Cemetery Maintenance and Management Bid / Contract Number: 12- 2024/2025
<b>18.1</b>	There shall be a non - compulsory clarification meeting on 1 <sup>st</sup> November 2024 at 1000hrs The deadline for submission of Bids shall be Monday 2 <sup>nd</sup> December 2024 at 1400hrs
<b>E. Bid Opening and Evaluation</b>	
<b>21.1</b>	Bids will be opened at the Municipal Council of Mbabane Civic Center at Monday 2 <sup>nd</sup> December 2024 at 1400hrs
<b>26.</b>	The evaluation criteria shall be as follows; <ul style="list-style-type: none"> <li>a. <i>Tender Evaluation Points will be calculated as:</i></li> </ul>

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Criteria	Available Points (PA)	Comments
Article I. Company Experience in executing works of similar nature (completed similar works)	20	experience > 5 years = 20 points 2 < experience < 5 years = 10 points experience < 2 years = 5 points
Article II. Technical approach and methodology	15	Methodology = 10 Innovation = 5
Article III. Key Personnel	35	Relevant qualifications & competence of key staff: a) Team Leader (Business Management) (BSc/Ba/BCom) (10) points b) Public Health Inspector (Dip Environmental Health Science) = 8 points c) Accountant (certificate) = 3 points d) Cemetery attendant minimum 3 years' experience = 3 points e) Foreman/Brick (Grade 1) layer within minimum 3 years' experience = 3 points f) Brush cutters/ with minimum 3 years experience = 4 points g) Grave diggers = 4 points

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			(attach CVs and certificates for a-e)
	Article IV. Key Plant, tools and equipment,	20	a)1 X LDV = 5points b)Minimum 4 brush cutters= 5 points c)Minimum one (1) hand-driven compacting machine d)Minimum one chain saw = 2 points e)Other brush cutting equipment including protection Net, slasher, bush knife = 3points (attach proof of ownership)
	Article V. workstation and safety	5	offices within Mbabane =5

#### F. Award of Contract

31.2	<p>The bidder shall commence work within four weeks of the award of the contract.</p> <p>Council reserves the right to withdraw the award without any notice if the bidder fails to commence with the works within 4weeks of award.</p>
32.1	<p>The Performance Security acceptable to the Employer shall be in the Standard Form of a performance bond or bank guarantee.</p>

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## Part II – Special Condition of Contract and Specification

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## Section IV. Special Conditions of Contract and Performance Specifications

### INTRODUCTION

The Municipal Council of Mbabane is established and governed in terms of the Urban Government Act of 1969. The Municipal Council of Mbabane (City Council of Mbabane) is a municipal entity located in the capital city of Swaziland, Mbabane. The Municipal Council of Mbabane is ultimately accountable for the governance of the municipal area living up to the ideals and values of the Municipal Council of Mbabane to ensure that Mbabane demonstrates “Responsive, Quality Service on Time”.

### 5.2 BACKGROUND

The Municipal Council of Mbabane invites interested and appropriate Service Providers to submit bids for the provision of services for the management and maintenance of cemeteries to the Municipal Council of Mbabane.

### 5.3 SCOPE OF WORK

The Scope of Service for this Request for Proposal (RFP) that must be adhered to is to provide Cemetery management and maintenance within the Municipal Council of Mbabane’s Cemeteries through the following services:

To ensure that all designated cemeteries within the Municipal Council of Mbabane, are well maintained, safe and stable;

#### 1) Maintenance of five cemeteries within Mbabane

- Grass cutting and maintenance of cemeteries at Fonteyn, Sidwasini old, Sidwashini new and Magwaneni on quarterly basis.
- Grass cutting and maintenance of Mahwalala cemetery on monthly basis in summer and once in winter
- Collection and disposal of litter, tree and grass debris
- Pick litter within the cemeteries and remove any unsightly things
- Develop and update inventories of graves/plots within cemeteries
- Provide and install grave numbers for graves/plots and ensure all graves/plots are numbered accordingly

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## 2. Management and supervision of burial services

- Assist client to apply for burials within cemeteries
- Grave digging (1st burial, second burial, ash burial and reserves)
- Brick laying and supervising
- Supervision of burial proceedings
- Fill soil in plot and Compaction adequately
- Landscaping of burial area and cemetery grounds
- Supervision and Installation of tombstone
- Provision and installation of grave markers
- Maintenance of cemetery offices and sanitary facilities
- Identification of graves
- Burial of paupers

The appointed Service Provider will be expected to comply with the following, but not limited to, on a daily/weekly basis.

SCOPE OF WORK AREA	MINIIMUM SERVICE STANDARDS
<ul style="list-style-type: none"> <li>○ Maintenance of cemeteries</li> </ul>	<ul style="list-style-type: none"> <li>○ Cut grass at Fonteyn, Sidwashini old, Sidwashini new and Magwaneni cemetery on quarterly basis</li> <li>○ Cut grass at Mahwalala cemetery on monthly basis in summer and once in winter.</li> <li>○ Debris are removed within 3 days after cutting and disposed off at the landfill site.</li> <li>○ Grass cut to at least 50mm high at any given time</li> <li>○ Stumps should be cut to 100mm high ant any given point</li> <li>○ All warning signage required are in place during grass cutting</li> <li>○ No greasy spots on grass</li> <li>○ Pick litter within cemetery and surroundings</li> </ul>
<ul style="list-style-type: none"> <li>○ Disposal of waste, i.e. cut grass.</li> </ul>	<ul style="list-style-type: none"> <li>○ Dispose special waste according to waste disposal prescripts and national / international approved standards and prescripts</li> <li>○ All non-toxic waste must be deposited at the sanitary land fill according to landfill disposal guidelines</li> <li>○ Remove all litter in designated cemeteries and dispose of at the landfill site as required</li> </ul>
<b>Management of cemetery services</b>	
<ul style="list-style-type: none"> <li>○ Grave application</li> </ul>	<ul style="list-style-type: none"> <li>○ Assist clients to fill burial application</li> <li>○ Ensure all documentation for burial applications are</li> </ul>

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SCOPE OF WORK AREA	MINIIMUM SERVICE STANDARDS
	<p>provided and adequate and meet council policy</p> <ul style="list-style-type: none"> <li>○ Ensure clients pay at Council and ensure receipt number is recorded.</li> <li>○ Allocate and show client grave/plot</li> <li>○ Assist clients to identify existing grave for second, ash, reserve burials.</li> </ul>
<ul style="list-style-type: none"> <li>○ Grave digging</li> </ul>	<ul style="list-style-type: none"> <li>○ Map graves within the cemetery using GIS and upload the coordinates as per Mahwalala cemetery layout.</li> <li>○ Digging and maintenance of graves as per Council specification for 1<sup>st</sup> burial, second burial, reserve and ash burial</li> <li>○ Supervise brick laying on monuments graves/plots as per Council specification</li> </ul>
<ul style="list-style-type: none"> <li>○ Supervise brick laying for monument section</li> </ul>	<ul style="list-style-type: none"> <li>○ Supervise and ensure that brick laying in grave is per council minimum standard (aesthetically, linear)</li> <li>○ Construct brick laying in monument graves as per council minimum standard (aesthetically, linear)</li> </ul>
<ul style="list-style-type: none"> <li>○ Maintenance of cemetery offices</li> </ul>	<ul style="list-style-type: none"> <li>○ Clean and maintain toilet facilities at cemeteries clean at all times and provide toilet papers and cleaning materials.</li> <li>○ Mend offices at the cemetery on daily and attended to clients as instructed by Council.</li> <li>○ Assist clients to identify their graves</li> </ul>
<ul style="list-style-type: none"> <li>○ Burial supervision</li> </ul>	<ul style="list-style-type: none"> <li>○ Ensuring proper burial standards of compacting are met</li> <li>○ Ensure all litter is picked after burial</li> <li>○ Ensure proper compaction of soil as it is backfilled to meet council minimum burial standards</li> <li>○ Ensuring all soil spoils are backfilled into the grave after burial</li> <li>○ Ensuring the cemetery is left in a sanitary manner after burials</li> <li>○ Ensure graves are numbered within 72 hours after burials</li> </ul>
<ul style="list-style-type: none"> <li>○ Supervise the installation of tomb stones</li> </ul>	<ul style="list-style-type: none"> <li>○ Ensure tombstones are installed as per council minimum standards.</li> <li>○ Supervise tombstone installation</li> </ul>
<ul style="list-style-type: none"> <li>○ Burial of paupers</li> </ul>	<ul style="list-style-type: none"> <li>○ Ensure proper burial of paupers</li> </ul>

## 5.4 EQUIPMENT AND MATERIALS

- The Service Provider will provide the following:
  - appropriate and adequate Personal Protective Equipment (PPE) with

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company name/ logo (for identification) and clothing for all the company's employees as needed for the job being carried out;

- The correct equipment/ machinery and materials as needed for the work to be carried out.
- Provide adequate and appropriate warning and information signage

## 5.5 EXPECTED DELIVERABLES

It is expected that the Service Provider would:

- Describe in the bid the equipment and material that will be used for the work to be carried out.
- Provide evidence of the availability of the necessary/identified material and equipment.
- Be fully responsible for all works and services performed by its personnel, provide and execute everything necessary for the fulfilment of management and maintenance Services in accordance with Municipal Council of Mbabane's defined standards and norms and in terms of the prevailing determinations and industry acceptable training levels, and any other relevant regulations, including, but not necessarily limited to.
- The provision of all equipment, qualified, competent and well-trained personnel and supervision thereof,
- At all times ensure that all staff is neatly clothed in approved company uniform and necessary Personal Protective Equipment (PPE) which shall include, but not limited to, protective gears, shoes and hand gloves, etc. in compliance with the Health and Safety Act of 2001 as amended.
- The completion and submission of completed and signed checklist with pictorials
- The preparation and submission of detailed invoices for verification and approval.
- Monthly reports of works done by service providers with the following details: date, activity, Burial activities, challenges and recommendations

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## 5.6 INDEMNITY

The Service Provider shall indemnify the Municipal Council of Mbabane against any claim for compensation in terms of Workmen's Compensation Legislation for any loss for which the Contractor is liable.

## 5.7 EVALUATION PROCESS

In order to facilitate a transparent selection process that allows equal opportunity to all Service Providers, the Municipal Council of Mbabane will adhere to its policy on the appointment of Service Providers and the provisions in the BDS.

## 5.8 GENERAL

5.8.1 Below are compulsory requirements for this service:

- It is important to note that the successful person will work under the supervision of a Municipal Council of Mbabane representative, abide by Municipal Council of Mbabane Code of Conduct, and other organisational guidelines.

5.8.2 Further information regarding Supply Chain or Technical matters and queries can be sent via email to:

[tenders@mbabane.org.sz](mailto:tenders@mbabane.org.sz) copied to [chaziled@mbabane.org.sz](mailto:chaziled@mbabane.org.sz)

- All quotations/price proposals must be valid for the duration of the service and rates will be subject to inflation adjustment annually with rate determined by Council.
- There will be a non - compulsory clarification and site meeting at 10h00, on Friday the **1st** of November 2024 at Municipal Council of Mbabane, Civic Centre, 1 Mahlokohla Street, Mbabane, Swaziland.
- Mbabane, Swaziland.
- Service Providers must be registered with Compensation for Occupational Injuries and Diseases.

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- Service Provider must comply with the Occupational Health & Safety Act 2001, as amended.
- The Service provider must comply with the industrial relations Act of 2000, as amended
- The service provider must have a PPE policy stating the frequency of issue of the PPE.

5.8.3 All electrically operated equipment, supplies and materials should be registered either with the Swaziland or South African Bureau of Standards (SABS).

## 5.9 TERMS AND CONDITIONS

5.9.1 Municipal Council of Mbabane undertakes to pay in full within thirty (30) days, all valid claims for work done to its satisfaction upon presentation of a substantiated claim/invoice.

5.9.2 No payments will be made where there is outstanding information / incomplete work by Service Providers.

## 5.10 SUBMISSION OF PROPOSAL

5.10.1 Proposals should be submitted on or before the 2<sup>nd</sup> December 2024 by no later than 14h00 to the following address:

Municipal Council of Mbabane  
Civic Centre  
1 Mahlokohla Street  
MBABANE

5.10.2 The selection of the qualifying proposal will be at the Municipal Council of Mbabane's sole discretion. The Municipal Council of Mbabane does not bind itself to accept any particular bid / proposal, and the Municipal Council of Mbabane reserves the right not to appoint the Service provider.

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**Part III – Activity Schedule****Section V. Activity Schedule (Bill of quantities)**

ITEM	DESCRIPTION	UNIT	UNIT PRICE (E)	COUNCIL ITEM CODE
1.0	<b><u>Maintenance of cemeteries</u></b>			
1.1	Bush clearing to less than 50mm, stumps 100mm, and disposal of debris at the landfill site at Fonteyn, Sidwashini old, sidwashini New and Magwaneni cemeteries on quarterly basis	Per M2		
1.2	Grass cutting to less than 50mm, stumps 100mm, and disposal of debris at the landfill site at Mahwalala cemetery monthly in summer, once during winter season	Per M2		
1.3	Litter picking weekly at Mangwaneni Fonteyn and Sidwashini old and Sidwashini new and surroundings and dispose is nearest skip	Per Person per Month		
1.4	Litter picking daily at Mahwalala cemetery and surroundings nearest skip	Per Person per Month		
1.5	Spraying with herbicides weeds and Alien Invasive Plants	M <sup>2</sup>		
1.6	Grass cutting and disposal of debris at the landfill.	M <sup>2</sup>		
1.7	Removal of excess soil spoils to the landfill	10 tons		
2.0	<b><u>Management of cemeteries</u></b>			
2.1				
2.2	Grave digging per plot (adult)	Per grave		
2.3	Grave digging per plot (Children)	Per grave		
2.4	Grave digging for second burial	Per grave		
2.5	Grave digging in reserved graves	Per grave		
2.6	Burial of ashes	Per grave		
2.7	Paupers burial	Per		

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		grave		
2.8	Supervision for laying of bricks	Per grave		
2.9	Laying of bricks in grave	Per grave		
2.10	Supervision for the installation of tombstone	Per installation		
2.11	Supervision of burial proceedings and compaction of backfilled soil to Council standards, including burial and cemetery inventory development and update	Per burial		
2.12	Provision and installation of grave numbers	Per grave		
2.13	Exhumations	Per activity		
<b>3.0</b>	<b><u>Cemetery office management</u></b>			
3.1	Manning of cemetery office, and outbuilding toilet facilities, litter picking at Mahwalala	Per Person per month		
3.2	Grave identification	Per person per month		
	Unit / Labour (General)	Per day		
	Unit / Labour (Skilled)	Per day		

*\*All unit rates will be adjusted for inflation annually at a rate to be determined by Council at the beginning of each financial year*

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## DECLARATION OF ELIGIBILITY

[The Consultancy firm must provide a signed declaration on its company letterhead in the following format. If the Proposal is being presented by a joint venture or consortium all members must each sign their own declaration.]

[>>>Name of Consultancy firm, Address, and Date>>>]

To: The Chief Executive Officer  
Municipal Council of Mbabane  
Mahlokohla street  
P.O. Box 1, Mbabane

Dear Sirs,

### **RE: TENDER NUMBER:**

We hereby declare that:-

- a) I/We, including any joint venture partners or consortium partners, are a legal entity and have the legal capacity to enter into the contract;
- b) I/We are not insolvent, in receivership, bankrupt or being wound up, our affairs are not being administered by a court or a judicial officer, our business activities have not been suspended, and we are not the subject of legal proceedings for any of the foregoing;
- c) I/We have fulfilled our obligations to pay taxes and social security contributions;
- d) I/We have not, and our directors or officers have not, been convicted of any criminal offence related to our/their professional conduct or the making of false statements or misrepresentations as to their qualifications to enter into a contract within a period of five years preceding the commencement of the procurement proceedings; and
- e) I/We do not have a conflict of interest in relation to the procurement requirement.
- f) I/We do not have any of its directors or officers, have not been convicted of any criminal offence relating to professional conduct or the making of false statements or misrepresentations as to its qualifications to enter into a procurement contract within a period of five years preceding the commencement of procurement proceedings;

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- g) I/We are not subject to suspension in accordance with section 55, and none of its directors or officers have been involved in a tenderer or supplier currently subject to suspension.

Signed .....  
Authorized Representative

Date.....

### Contract Performance Management tool

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SCOPE OF WORK AREA	MINIIMUM SERVICE STANDARDS	MEASUREMENT TOOL	SCORE
<ul style="list-style-type: none"> <li>○ Maintenance of cemeteries</li> </ul>	<ul style="list-style-type: none"> <li>○ Cut grass at Fonteyn, Sidwashini old, Sidwashini new and Magwaneni cemetery on quarterly basis</li> <li>○ Cut grass at Mahwalala cemetery on monthly basis in summer and once in winter.</li> <li>○ Debris are removed within 3 days after cutting and disposed off at the landfill site.</li> <li>○ Grass cut to at least 50mm high at any given time</li> <li>○ Stumps should be cut to 100mm high ant any given point</li> <li>○ All warning signage required are in place during grass cutting</li> <li>○ No greasy spots on grass</li> <li>○ Pick litter within cemetery and surroundings</li> </ul>	<ul style="list-style-type: none"> <li>○ Grass cutting supervision report</li> <li>○ Landfill receipt</li> <li>○ PPE/safety procedure</li> </ul>	10
<ul style="list-style-type: none"> <li>○ Disposal of waste, i.e. cut grass.</li> </ul>	<ul style="list-style-type: none"> <li>○ Dispose special waste according to waste disposal prescripts and national / international approved standards and prescripts</li> <li>○ All non-toxic waste must be deposited at the sanitary land fill according to landfill disposal guidelines</li> <li>○ Remove all litter in designated cemeteries and dispose of at the landfill site as required</li> </ul>	<ul style="list-style-type: none"> <li>○ Landfill receipt</li> </ul>	10

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SCOPE OF WORK AREA	MINIIMUM SERVICE STANDARDS	MEASUREMENT TOOL	SCORE
<b>Management of cemetery services</b>			
<ul style="list-style-type: none"> <li>○ Grave application</li> </ul>	<ul style="list-style-type: none"> <li>○ Assist clients to fill burial application</li> <li>○ Ensure all documentation for burial applications are provided and adequate and meet council policy</li> <li>○ Ensure clients pay at Council and ensure receipt number is recorded.</li> <li>○ Allocate and show client grave/plot</li> <li>○ Assist clients to identify existing grave for second, ash, reserve burials.</li> </ul>	<ul style="list-style-type: none"> <li>○ Filled Burial application forms</li> <li>○ List of paid receipt numbers</li> <li>○ Monthly burial schedules</li> </ul>	10
<ul style="list-style-type: none"> <li>○ Grave digging</li> </ul>	<ul style="list-style-type: none"> <li>○ Map graves within the cemetery using GIS and upload the coordinates as per Mahwalala cemetery layout.</li> <li>○ Digging and maintenance of graves as per Council specification for 1<sup>st</sup> burial, second burial, reserve and ash burial</li> </ul>	<ul style="list-style-type: none"> <li>○ Cemetery graves map</li> </ul>	10
<ul style="list-style-type: none"> <li>○ Supervise brick laying for monument section</li> </ul>	<ul style="list-style-type: none"> <li>○ Supervise and ensure that brick laying in grave is per council minimum standard (aesthetically, linear)</li> <li>○ Construct brick laying in monument graves as per council minimum standard (aesthetically, linear)</li> </ul>	<ul style="list-style-type: none"> <li>○ Grave digging checklist</li> <li>○ Grave digging works order</li> </ul>	10

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SCOPE OF WORK AREA	MINIIMUM SERVICE STANDARDS	MEASUREMENT TOOL	SCORE
<ul style="list-style-type: none"> <li>○ Maintenance of cemetery offices</li> </ul>	<ul style="list-style-type: none"> <li>○ Clean and maintain toilet facilities at cemeteries clean at all times and provide toilet papers and cleaning materials.</li> <li>○ Mend offices at the cemetery on daily and attended to clients as instructed by Council.</li> <li>○ Assist clients to identify their graves</li> </ul>	<ul style="list-style-type: none"> <li>○ Cleaning schedule and checklist</li> <li>○ Office clerk timesheets</li> </ul>	10
<ul style="list-style-type: none"> <li>○ Burial supervision</li> </ul>	<ul style="list-style-type: none"> <li>○ Ensuring proper burial standards of compacting are met</li> <li>○ Ensure all litter is picked after burial</li> <li>○ Ensure proper compaction of soil as it is backfilled to meet council minimum burial standards</li> <li>○ Ensuring all soil spoils are backfilled into the grave after burial</li> <li>○ Ensuring the cemetery is left in a sanitary manner after burials</li> <li>○ Ensure graves are numbered within 72 hours after burials</li> </ul>	<ul style="list-style-type: none"> <li>○ Burial supervision report</li> <li>○ Grave numbers list</li> </ul>	10
<ul style="list-style-type: none"> <li>○ Supervise the installation of tomb stones</li> </ul>	<ul style="list-style-type: none"> <li>○ Ensure tombstones are installed as per council minimum standards.</li> <li>○ Supervise tombstone installation</li> </ul>	<ul style="list-style-type: none"> <li>○ Tombstone installation cheklist</li> </ul>	5
<ul style="list-style-type: none"> <li>○ Burial of</li> </ul>	<ul style="list-style-type: none"> <li>○ Ensure proper burial of</li> </ul>	<ul style="list-style-type: none"> <li>○ Pauper burial</li> </ul>	5

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SCOPE OF WORK AREA	MINIIMUM STANDARDS	SERVICE	MEASUREMENT TOOL	SCORE
paupers	paupers		report	
<ul style="list-style-type: none"> <li>○ Monthly reporting to Council on the 1<sup>st</sup> of the following month</li> </ul>	<ul style="list-style-type: none"> <li>○ Submit monthly report by the 1<sup>st</sup> of the following month</li> </ul>		<ul style="list-style-type: none"> <li>○ Proof of Report submitted on the 1<sup>st</sup> of the following month</li> </ul>	10
<ul style="list-style-type: none"> <li>○ Adherence to the Labour Law and Occupational Health Laws.</li> </ul>	<ul style="list-style-type: none"> <li>○ Comply with the Occupational Health and Safety Act</li> <li>○ Comply with Council safety standards</li> <li>○ Comply with the Industrial Act and Labour Laws</li> <li>○ NCR closed within</li> <li>○ Council timelines</li> </ul>		<ul style="list-style-type: none"> <li>○ Company PPE policy</li> <li>○ Valid Public liability insurance Cover</li> <li>○ Valid workmen's compensation policy.</li> <li>○ Employees always in visible clearly marked PPE.</li> <li>○ No NCR issued due to noncompliance</li> <li>○ Employee contracts</li> <li>○ Proof of ENPF, PAYE payments for employees</li> <li>○ Proof of termination benefits provision</li> </ul>	30

THE MINIMUM PERFORMANCE STANDARD EXPECTED OUTPUT IS 85% YEARLY. BELOW 85% AND 70%, A SIX MONTHS' NOTICE PERIOD TO ALLOW THE SERVICE PROVIDER TO IMPROVE WILL BE INTRODUCED AND SHOULD THE SERVICE PROVIDER FAIL TO MEET THE 85%, IN THE NEXT APPRAISAL PERIOD, THE CONTRACT SHALL BE TERMINATED.

\*\* PERFORMANCES BELOW 70% ON YOUR ANNUAL APPRAISAL MAY LEAD TO COUNCIL TERMINATING THE CONTRACT WITH IMMEDIATE EFFECT.

\*\*\*PERFORMANCE APPRAISALS WILL BE DONE IN JANUARY OF EACH YEAR.

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