



## MUNICIPAL COUNCIL OF MANZINI

# RETENDER NO.30 OF 2022/2023: OPERATION AND MANAGEMENT OF THE MANZINI ABATTOIR.

January 2023

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## WHOM IT MAY CONCERN

P.O. Box  
Manzini  
M200

31 January 2023

### **RE LETTER OF INVITATION**

Dear Sir/Madam:

1. The Municipal Council of Manzini set aside financing towards the cost of for the **Design, Rehabilitate the Manzini Abattoir, and with that a service provider is sought to operate and manage the facility.**

**More details on the services are provided below.**

2. This Request for Proposal (RFP) has been addressed to interested bidding consultants / services providers who responded to Council call for partnership.

3. A firm will be selected based on the tender document responsiveness, technically compliant and proposing the highest revenue sharing percentage remitted to the Municipality.

4. The RFP includes the following documents:

Section 1	Introduction
Section 2	Instruction to Bidders
Section 3	Evaluation of Bids
Section 4	Fraud and Corrupt Practices
Section 5	Miscellaneous
Section 6	Contract General Conditions

**Service providers are required to complete the attached Declaration of Eligibility form and Power of Attorney for Lead Member of the Company/Consortium form (in the case you in a joint venture) with your proposal.**

Thanking you in advanced for your cooperation.

Yours sincerely,

Lungile P Dlamini  
Town Clerk/CEO

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## DECLARATION OF ELIGIBILITY

[The Consultant 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 declaration.]

[>>>Name of Consultant, Address, and Date>>>]

To: **The Chief Executive Officer**  
**Swaziland Public Procurement Regulatory Agency**  
**1<sup>st</sup> Floor, Nkhoffotjeni Building**  
**P.O. Box 9665**  
**Mbabane**

Dear Sirs/Madam,

Re: Tender Reference:

We hereby declare that:-

- (a) We, including any joint venture partners or consortium partners, are a legal entity and have the legal capacity to enter into the contract;
- (b) 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) We have fulfilled our obligations to pay taxes and social security contributions;
- (d) 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) We do not have a **conflict of interest** in relation to the procurement requirement.

Signed .....  
Authorised Representative

Date .....

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## Power of Attorney for Lead Member of the Company/Consortium

Whereas the Municipal Council of Manzini ("the Municipality") has invited bids from pre-qualified parties for the **Management and Operation of the Manzini Abattoir Project** ("the project").

Whereas, \_\_\_\_\_ and \_\_\_\_\_ (collectively the "Consortium/Company") being the Private Company /Members of the Consortium are interested in bidding for the Project in accordance with the terms and conditions of the Request for Proposal and other connected documents in respect of the Project. Whereas, it is necessary for the Company /Members of the Consortium to designate one of them as the Lead Member with all necessary power and Municipality to do for and on behalf of the Company/Consortium, all acts, deeds and things as may be necessary in connection with the Company/Consortium's bid for the project and its execution.

## NOW THEREFORE KNOW ALL MEN BY THESE PRESENTS

We, \_\_\_\_\_ having our registered office at \_\_\_\_\_, (the respective names and addresses of the registered office) (hereinafter collectively referred to as "principals") do hereby irrevocably designate, nominate, constitute, appoint and authorise Mr/Ms \_\_\_\_\_, having registered office at \_\_\_\_\_, being one of the Members of the Company/Consortium, as the Lead Member and true and lawful representative of the Company/Consortium (hereinafter referred to as the Attorney ) to conduct all business for and on behalf of the Consortium and any one during the bidding process. In the event the Company/Consortium is awarded the Concession/ Contract, during the execution of the project, and in this regard, to do on our behalf and on behalf of the Company/Consortium, all or any of such acts, deeds or things as are necessary or required or incidental to the submission of its bid for the project. This shall include but not limited to signing and submission of bid for the project, including but not limited to signing and submission of all applications, bids and other documents and writings, participate in bidders and other conferences, respond to queries, submit information/documents, sign and execute contracts and undertakings consequent to acceptance of the bid of the Company/Consortium. He/ She shall generally represent the Consortium in all its dealings with the Municipality, and/ or any other Government Agency or any person, in all matters in connection with or relating to or arising out of the Consortium's bid for the project. Upon award thereof till the Concession Agreement is entered into with the Municipality, and hereby agree to ratify and confirm all acts, deeds and things lawfully done or caused to be done by our said representative pursuant to and in exercise of the powers conferred by this power of Attorney. That all acts, deeds, and things done by our said representative in exercise of the powers hereby conferred shall always be deemed to have been done by us the Company/ Consortium.

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IN WITNESS WHEREOF WE, \_\_\_\_\_, THE ABOVE NAMED  
PRINCIPAL HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS \_\_\_\_\_ DAY  
OF \_\_\_\_\_, 2023

Signature: \_\_\_\_\_

(Name, Title and Address): \_\_\_\_\_  
\_\_\_\_\_

**Witnesses:**

1. Name: \_\_\_\_\_ Signature \_\_\_\_\_

2. Name: \_\_\_\_\_ Signature \_\_\_\_\_

**Accepted [Representative]**

Signature \_\_\_\_\_

**Name, Title and Address of the Representative:**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Notes:**

- The made of execution of the power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) an when it is so required, the same should be under common seal affixed in accordance with the required procedure.
- Also, wherever required, the applicant should submit for verification the extract of the charter documents and documents such as a resolution/ power of attorney in favour of the person executing this power of Attorney for the delegation of power hereunder on behalf of the Applicant.
- For a power of Attorney executed and issued overseas, the document will also have to be legalised by the Swazi Embassy and notarised in the jurisdiction where the Power of Attorney is being issued.

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## SECTION 1

### 1. INTRODUCTION

#### 1.1 Background

- 1.1.1 The Municipal Council of Manzini (the "**Municipality**") is engaged in the development and management of public facilities and as part of this endeavour, the Municipality has decided to undertake the Upgrading of Manzini Abattoir (the "**Project**") through private participation. The plan is to facilitate a bidding process for engaging a private partner entity to, **Manage and Operate the Manzini Abattoir** for an agreed period of time. Brief particulars of the project are provided in the outlined Request for Proposal (RFP).
- 1.1.2 The Selected Bidder, should be a company or group of companies fully incorporated under the laws of the land in which that Company is registered or undertakes to incorporate itself as such prior to execution of the concession agreement (the "**Concessionaire**"), shall be responsible for designing, building, financing, procurement, construction, operation and maintenance etc. of the Project under and in accordance with the provisions of the concession agreement (the "**Concession /Lease Agreement**") to be entered into between the Selected Bidder and the Municipality in the form provided by the Municipality as part of the Bidding Documents pursuant hereto.
- 1.1.3 The partnership arrangement shall be constituted through a Concession Agreement and or lease agreement which will set forth the detailed terms and conditions for grant of the partnership including the scope of the Concessionaire's services and obligations (the "**Concession**").
- 1.1.4 The statements and explanations contained in this RFP are intended to provide a proper understanding to the Bidders about the subject matter of this RFP. It should not be construed or interpreted as limiting in any way or manner to the scope of the project, services and obligations of the Concessionaire set forth in the Concession Agreement or the Municipality's rights to amend, alter, change, supplement or clarify the scope of work. Consequently, any omissions, conflicts or contradictions in the Bidding Documents including this RFP are to be noted, interpreted and applied appropriately to give effect to this intent, and no claims on that account shall be entertained by the Municipality.
- 1.1.5 The Municipality shall receive Bids pursuant to this RFP in accordance with the terms set forth in this RFP and other documents to be provided by the Municipality pursuant to this RFP (collectively the "**Bidding Documents**"), as modified, altered, amended and clarified from

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time to time by the Municipality, and all Bids shall be prepared and submitted in accordance with such terms.

## 1.2 Brief Description of Bidding Process

- 1.2.1 These guidelines shall apply mutatis mutandis to this Bidding Process. The Municipality shall be entitled to disqualify an Applicant in accordance with the aforesaid guidelines at any stage of the Bidding Process. Applicants must satisfy themselves that they are qualified to bid, and should give an undertaking to this effect.
- 1.2.2 In the Bid Stage, the Applicants, including their successors, (the "Bidders") are being called upon to submit their Bids in accordance with the Bidding Documents. The Bid shall be valid for a period of not less than 120 days from the date of submission (the "Bid Due Date").
- 1.2.3 The bidder before commencement of the project will prepare the Feasibility Report and/or business case.
- 1.2.4 Generally, the selection of a Bidder shall be on the basis of the quality of the proposal, the designs, costs and clarity of benefits to both parties. The remaining Bidders shall be kept in reserve and may, in accordance with the process specified in Clause 3 of this RFP, be invited to match the Bid submitted by the selected Bidder in case such Bidder withdraws or is not finally selected for any reason. In the event that none of the other Bidders match the Bid of the first selection, the Municipality may, in its discretion, invite fresh Bids from all Bidders or annul the Bidding Process, as the case may be.
- 1.2.5 During the Bid Stage, Bidders are invited to examine the Project in greater detail, and to carry out, at their cost, such studies as may be required for submitting their respective Bids for award of the Concession including implementation of the Project.
- 1.2.6 The successful bidder shall discuss and agree with the Municipality on predetermined (concession fee (lease-fee) and a charge of predetermined user fee on users of the facility.
- 1.2.7 Further and other details of the process to be followed at the Bid Stage and the terms thereof are spelt out in this RFP.
- 1.2.8 Any queries or request for additional information concerning this RFP shall be submitted in writing or by fax and e-mail to the officer designated in Clause below. The envelopes/email/ fax shall clearly bear the following identification/title "Queries/Request for Additional Information: RFP for the Operation and management of Manzini Abattoir Project".

### **THE COMMUNITY SERVICE DIRECTOR**

P O BOX 418  
Manzini

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Eswatini

Email: [zwelim@mzcitycouncil.sz](mailto:zwelim@mzcitycouncil.sz) and [nomcebom@mzcitycouncil.sz](mailto:nomcebom@mzcitycouncil.sz)

Tel: 25052481

Fax: 25053992

### 1.3 Project Background

The Municipal Council of Manzini (MCMz) is a public sector entity established in terms of the Urban Government Act No. 8 of 1969 and derives its primary mandate from the same establishing legislation to provide basic municipal services for the citizens at community level. The day population of the city is estimated at over 120, 000 people who flock the city for trading purposes, educational services, health services, work, business opportunities, employment opportunities, recreational purposes, municipal services and special services offered by the city like abattoir services. Due to historical and cultural background of the people of Swaziland, there are strong linkages with the rural areas which makes the Manzini city night time population to be estimated at over 35,000 people.

One of the critical services offered by the Municipality that has been attracting farmers from all parts of the country is the abattoir services and meat inspection. The abattoir is a critical service that has distinguished the Manzini city from other Municipalities as it contributed to the economic vibrancy of the city. The Municipal Council has been experiencing excess demand from farmers and individuals for the abattoir services. Farmers, butchery owners and individuals has been daily flocking the city for livestock slaughter and meat inspection services which also contributed to Manzini being referred to as "The Economic Hub" of Swaziland. The farmers, butchery owners and individuals bring different types of livestock, which include Bovine (cattle), Porcine (Pigs), Sheep and goats for slaughter and inspection for distribution to various meat outlets.

The abattoir facility was built in the early 1980s as a replacement facility for the old abattoir, which was inherited, from the Colonial Government. Due to the increased demand for the facility, the Municipality has not been able to undertake a comprehensive rehabilitation for the Abattoir facility, which has resulted to the dilapidation of the facility. In consideration of public health and safety conditions, the Municipality has since closed the abattoir to enable a comprehensive rehabilitation and upgrading of the abattoir. The municipality has planned to upgrade and operationalize the Manzini Abattoir through a Public Private Partnership (PPPs) arrangement with private local companies.

### 1.4 Property Description

The site area is measuring 5,710 square meters with a fairly flat area, described as property 238 and 241 Manzini. The property is located along Villiers Street, on the North, Essellen Street on the South, next to Mzimnene River.

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The closed Manzini Abattoir was the second official facility providing animal slaughter services in the Manzini Region. This resulted to the high demand of the service which attracted farmers from all parts of the country. The location of the current facility is ideal as it is at the industrial site of the city that is accessible and still have additional spaces for other business prospectation that may be in line Abattoir services. The current Abattoir has a dilapidated existing structure and equipment that does not comply with prevailing legislation guiding standards of operating abattoir services. Listed below are the existing structures, equipment and capacity of the Abattoir.

- **Abattoir Facility had a holding capacity of slaughtering;**

- a) 4,800 Cattle per annum.
- b) 9,600 pigs per annum.
- c) 480 goats per annum.

- **Abattoir Structures;**

- a) 1 block X 2 Offices.
- b) 1 X 2 toilets.
- c) A Perimeter fencing with two (2) main gates and one (1) small pedestrian gates.
- d) 1 x Block of dilapidated Abattoir structure
- e) 1 x Incinerator (this facility is operated by the local Municipality and the appointer operator will enter into another MOU for access)
- f) 1 x detention kraal
- g) 2 x Cold-rooms and 1x freezer

The Municipal Council of Manzini is the owner of the abattoir facility located at Lot 238 and 241 Manzini Industrial Site.

## 1.5 Project Purpose

The aim is to deliver efficient and quality abattoir services to local meat and meat products consumers, livestock farmers and international markets while ensuring food safety, occupational health and safety at the facility.

## 1.6 Project Objective

The main objective of this planned project is to identify an appropriate experienced private sector partner/company that can manage and operate the municipality abattoir facility for an agreed time period through a concession agreement. Upon the elapse of the agreed time period, the municipality may review the lease agreement and determine if there is a need for the abattoir facility to be managed in partnership with the private sector.

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## 1.7 Project Scope

The suitable private partner / company is required to operate and manage the Manzini Abattoir through provision of quality abattoir service to the people of Manzini. The specific key performance areas of the operation and management shall cover the below listed activities and other ancillary services;

- a) Receiving and keeping of animals in the lairage
- b) Ante mortem Inspection
- c) Humane Animal Slaughtering
- d) Post mortem Inspection
- e) Dispatching of animals
- f) Cleaning of the abattoir
- g) Maintenance of abattoir equipment and tools
- h) Costing and pricing of service (to be agreed with local Municipality)
- i) Assets /equipment management , general maintenance (structural, outside yard etc) and control
- j) The procurement of materials and services

## 1.8 Outcomes and Deliverables

- The private partner company is expected to provide high quality services to livestock farmers and meat consumers of Manzini through the operation and management of the abattoir facility.
- Production of high quality meat complying with meat safety Act requirements
- Food and hygiene system
- Project management and quality control
- Establishing a filing system and proper record keeping
- Human resource management

## 1.9 Submission Requirements

The Abattoir Proposal shall consist of a Technical proposal as guided by the terms of reference. The submitted proposals shall be clearly marked "**Retender No. 30 of 2022/23: Operation and Management of The Manzini Abattoir.**" The technical Bid proposal shall consist the entire issued Request for Proposal document with the following information;

### 1.9.1 Company Legal Requirement or Equivalent (to be included in technical proposal)

- a) Company Profile, which shall clearly show experience of the company and personnel.

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- b) Original/Valid Tax Compliance Certificate.
- c) Valid original/ certified copy ENPF Compliance Certificate
- d) Valid original/ certified copy Labour Compliance Certificate
- e) Valid original/ certified copy of Trading License
- f) Valid original/ certified copy of Form J
- g) Valid original/ certified copy of Form C
- h) Certified copy of Certificate of Incorporation or Company registration.
- i) Joint venture agreement completed and signed Power of Attorney (appended);
- j) Previous year/s audited financial statements.
- k) Original MCM receipt of Tender purchase (compulsory) of E500.00
- l) Police Clearance or Affidavit of Non-Conviction for Company Directors (Shareholders)

### 1.9.2 Technical Proposal Requirements

- a) Methodology & Approach;
- b) Project management & experience of key personnel;
- c) Company Experience in projects of similar nature;
- d) Project Planning and Scheduling of Activities;
- e) Abattoir operation and maintenance.
- f) Resources and Capacity

### Financial Proposal Requirements

- a) Lowest tariffs, service fee charged to users/consumers; the rate should not be exceed the legal gazette rate
- b) Highest revenue shared with the Municipality during operation;

### 1.10 Evaluation Process

The evaluation process for the Abattoir Bids shall undergo a three-stage assessment, which include the following;

#### i) Stage 1: Tests of Responsiveness on company legal documents or equivalent;

- a) Original/Valid Tax Compliance Certificate;
- b) Valid original/ certified copy SNPF Compliance Certificate;
- c) Valid original/ certified copy Labour Compliance Certificate;
- d) Valid original/ certified copy of Trading License;
- e) Valid original/ certified copy of Form J;

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- f) Valid original/ certified copy of Form C;
- g) Certified copy of Certificate of Incorporation or Company registration;
- h) Joint venture agreement completed and signed Power of Attorney (appended);
- i) Police Clearance or Affidavit of Non-Conviction for Company Directors (Shareholders);
- K) Company Profile, which shall clearly show experience of the company and personnel;

**ii) Stage 2: Evaluation of Technical proposal on the following key focus area;**

- Methodology & Approach
- Project management & experience of key personnel
- Company Experience in projects of similar nature
- Project Planning and Scheduling of Activities
- Abattoir operation and management
- Resources and Capacity

**iii) Stage 3: Evaluation of Financial proposal on the following key focus area;**

- Highest revenue shared with the Municipality during operation and other possible benefits to Council.
  - Lowest tariffs, service fee charged to users/consumers; ; the rate should not be exceed the legal gazette rate

**1.11 The Evaluation Criteria**

The evaluation criteria for the Management and Operation of the Abattoir shall be guided by the following scoring:

**Table 1.11.1** Showing required information in the technical bid proposal.

#	Key Focus Areas	Descriptors	Weightings
1.0	<b>Methodology &amp; Approach;</b>	<ul style="list-style-type: none"> <li>• A brief business proposal demonstrating clear understanding and experience in investing in businesses of this nature or similar.</li> <li>• Desired Terms and Conditions of partnering with the municipality in operating and managing the Abattoir facility demonstrating understanding business partnership;</li> <li>• Envisaged benefits to all stakeholders including the bidder, Council and Local</li> </ul>	15

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		people in undertaking the envisaged investment.	
2.0	<b>Project Management and Curriculum Vitae (CVs) of Key Personnel;</b>	<ul style="list-style-type: none"> <li>• Submission of an organogram/ structure to undertake the project;</li> <li>• Profiles of personnel with relevant skills and clearly articulated roles and responsibilities;</li> <li>• Articulate personnel relevant experience in projects of similar nature.</li> </ul>	20
3.0	<b>Company Experience in projects of similar nature;</b>	• Submission of profile of undertaken projects on management and operation of abattoir facilities and or related facilities.	20
4.0	<b>Project Planning and Scheduling of Activities;</b>	• Submission of a well-timed project implementation plan with clear work breakdown structures from commencement of rehabilitation to completion and operation of the Abattoir facility.	5
5.0	<b>Abattoir operation and Maintenance;</b>	-Submission of a clear operation and maintenance plan for the abattoir.	25
6.0	<b>Resources &amp; Capacity</b>	<p><b>-Proof of Available project funds-</b> Submit evidence of availability of project finance through either bank statements, investment statements, Project financial support letter from the bank</p> <p><b>- Financial and Asset Capacity-</b> Submission of company previous year financial statements.</p>	15
6.0	<b>Total points</b>		<b>100</b>

**The minimum qualifying score for opening of financials is 55 points.**

Only qualified bids in the assessment at the end of the Technical Bid evaluation process (as detailed above) will be considered for the Financial Bid evaluation.

**Table 1.12.2 Financial Proposal Evaluation Criteria**

		<p>I. <b>Investment Viability-</b> Submission of professionally produced</p>	<p><b>Evaluation of Financial Bids</b> Bidders should quote sharing criteria in terms of percentage remittance to the Municipality of their monthly collection.</p>
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		<p>investment cash flow projections.</p> <p>II. Lowest tariffs, service fee charged to users/consumers;</p> <p>II. Highest revenue shared with the Municipality during operation and other possible benefits to Council. Bidders are expected to develop an economically suitable formula for shared revenue collections.</p>	<p>Bidders should quote the required Service Charge per animal of a dressing Event. The rate should be quoted in Emalangeneni (E). This rate should not exceed the legally gazetted rate.</p>
<p>The Bidder with the highest revenue sharing percentage remitted to the Municipality will be awarded the tender.</p>			

## 1.12 Schedule of Bidding Process

The Municipality shall endeavour to adhere to the following schedule:

EVENT DESCRIPTION	DATE
<b>Non-Compulsory Pre- Bid Meeting</b>	14 February 2023 at 1000 At Council Chambers.
<b>Last date for receiving queries</b>	22 February 2023
<b>Bid Due Date</b>	By 28 <sup>th</sup> February 2023 at 1000, Reception (tender box)
<b>Opening of Bids</b>	28 <sup>th</sup> February 2023 at 1015, Council Chambers
<b>Letter of Award</b>	To be announced
<b>Validity of Bids</b>	120 days

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Signing of Concession/ Lease Agreement	To be announced
--	-----------------

**Tender fee is Five hundred emalangeni (E500.00) payable at:  
The Civic Offices, Ngwane/Nkoseluhlaza Streets Manzini**

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## SECTION 2

### 2. INSTRUCTIONS TO BIDDERS

#### A. GENERAL

#### 2.1 General terms of Biddings

- 2.1.1 A Bidder is eligible to submit only one (1) Bid for the Project. A Bidder who is bidding individually or as a member of a Consortium shall not be entitled to submit another bid either individually or as a member of any other Consortium, as the case may be.
- 2.1.2 Unless the context otherwise requires, all the terms shall have the meaning assigned thereto in this RFP.
- 2.1.3 Bidders are expected to carry out their own Preliminary Feasibility Study for the Project as a reference to assist them during the preparation for the proposal. Once approved, bidders are expected to carry out their own surveys, investigations and other detailed examination before carrying out the project. Nothing contained in the Feasibility Report shall be binding on the Municipality nor confer any right on the Bidders, and the Municipality shall have no liability whatsoever in relation to or arising out of any or all contents of the Feasibility Report.
- 2.1.4 Notwithstanding anything to the contrary contained in this RFP, the detailed terms specified in the draft Concession Agreement shall have overriding effect; provided, however, that any conditions imposed on the Bidder hereunder shall continue to have effect in addition to its obligations under the Concession Agreement.
- 2.1.5 The Bid should be furnished in a format presentable format, clearly indicating the bid amount in both figures and words, in Emalangeni/Rands and duly signed by the Bidder's authorised signatory. In the event of any difference between figures and words, the amount indicated in words shall be taken into account.
- 2.1.6 The Bidder should submit a Power of Attorney as per the format, authorising the signatory of the Bid to commit the Bidder. In case the Bidder is a Consortium, the Members thereof should furnish a Power of Attorney in favour of the Lead Member in the format at Appendix II.

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- 2.1.7 Any condition or qualification or any other stipulation contained in the Bid shall render the Bid liable to rejection as a non-responsive Bid.
- 2.1.8 The Bid and all communications in relation to or concerning the Bidding Documents and the Bid shall be in English language.
- 2.1.9 The Bidding Documents including this RFP and all attached documents are and shall remain the property of the Municipality and are transmitted to the Bidders solely for the purpose of preparation and the submission of a Bid in accordance herewith. Bidders are to treat all information as strictly confidential and shall not use it for any purpose other than for preparation and submission of their Bid. The Municipality will not return any Bid or any information provided along therewith.
- 2.1.10 A bidder shall not have a conflict of interest ("Conflict of Interest") that affects the Bidding Process. Any Bidder found to have a Conflict of Interest shall be disqualified. In the event of disqualification, the Municipality shall forfeit and appropriate the Bid Security or Performance Security, as the case may be, as mutually agreed genuine pre-estimated compensation and damages payable to the Municipality for, inter alia, the time, cost and effort of the Municipality, including consideration of such Bidder's proposal, without prejudice to any other right or remedy that may be available to the Municipality hereunder or otherwise.
- 2.1.11 A Bidder shall be liable for disqualification and forfeiture of Bid Security if any legal, financial or technical adviser of the Municipality in relation to the Project is engaged by the Bidder in any manner for matters related to or incidental to such Project during the Bidding Process or subsequent to the issue of the LOA or (ii) execution of the Concession Agreement. In the event any such adviser is engaged by the Selected Bidder or Concessionaire, as the case may be, after issue of the LOA or execution of the Concession Agreement, then notwithstanding anything to the contrary contained herein or in the LOA or the Concession Agreement and without prejudice to any other right or remedy of the Municipality, including the forfeiture and appropriation of the Bid Security or Performance Security, as the case may be, which the Municipality may have thereunder or otherwise, the LOA or the Concession Agreement, as the case may be, shall be liable to be terminated without the Municipality being liable in any manner whatsoever to the Selected Bidder or Concessionaire for the same.

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- 2.1.12 This RFP is not transferable.
- 2.1.13 Any award of Concession pursuant to this RFP shall be subject to the terms of Bidding Documents.
- 2.1.14 Other Bid conditions shall include;  
The Bidder, in case it does not have the Operations and Management (O&M) experience by submitting its Bid, shall be deemed to acknowledge and agree that from the date of commercial operation of the Project, it shall enter into an operations & maintenance (O&M) agreement with an entity having the specified experience, failing which the Concession Agreement shall be liable to termination.
- 2.1.15 Council does not bind itself to accept the lowest or any tender nor give any reason for the acceptance or rejection of a tender. The Council may accept a tender based on an innovative economically suitable formula for shared revenue collections or reject any tender without assigning any reason.
- 2.1.16 The offers shall be deemed to be under consideration immediately after the tender closing date until Council makes an official award of contract. Whilst the offers are under consideration, Tenderers and or their representatives or other interested parties are advised to refrain from contacting the Municipality by any means. If necessary, Council will obtain further clarifications on the offers by requesting for such information from any or all the tenderers, either in writing or through personal contacts, as may be considered necessary. Council reserves the right to eliminate from the evaluation a tenderer contravening this provision.
- 2.1.17 Tenders shall be opened even if Tenderers or their representatives are not present at the scheduled time.
- 2.1.18 Each Tenderer and the eventual contract holder agree to be bound by the laws of Eswatini and shall be subject to the Courts of the country. Each Tenderer shall indicate a place in Eswatini and specify it in the Tender as his domicilium, where all notifications may be served on him.
- 2.1.19 The Tenderer should provide satisfactory evidence acceptable to Council to show that:
- a) It is a reputable company, which has adequate technical knowledge, professional qualification, and wide experience in performing abattoir operations and management services.
  - b) It has adequate financial stability and status to meet the stipulations under the contract. It is financially solvent and without current judgments or any other financial background which could prevent it from operating bank

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accounts, raising finance and conducting other activities, which are essential to the running of a business.

- c) It has an adequately qualified and experienced team assigned for the work under this tender.

2.1.20 Figures should not be altered or erased; any alteration should be effected by striking through the incorrect figures and inserting the correct figures in ink above the original figures. The Tenderer in ink should initial all such amendments.

2.1.21 Arithmetical errors will be rectified only if there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity. In such case, the unit price shall prevail, and the total price shall be corrected. If the tenderer does not accept the correction of the errors, his tender will be rejected. If there is a discrepancy between words and figures, the amount in words will prevail.

2.1.22 The onus is on tenderers to furnish sufficient information for a full technical and financial evaluation of offers.

2.1.23 Promotion of Swazi Business

This criterion shall determine the extent to which ownership of the business is vested in Eswatini citizens and/or the extent to which the Tenderer will:

- a) Encourage Eswatini citizens to be involved in business; Improve levels of Eswatini citizens' participation in the Municipal Council of Manzini business;
- b) Enhance economic development for Eswatini citizens;
- c) Increase the numbers and types of Eswatini business activities in the area;
- d) Promote opportunities for employment of Eswatini citizens and
- e) Promote business enterprise development for Eswatini citizens.

For the purpose of this tender, a Swati business is one of which at least sixty percent (60%) of the controlling shares are owned by Eswatini citizens

## 2.2 Change in composition of the Consortium.

- 2.2.1 Where the Bidder is a Consortium, change in composition of the Consortium may be permitted by the Municipality during the Bid Stage, only where:
  - (a) The Lead Member continues to be the Lead Member of the Consortium;
  - (b) The substitute is at least equal, in terms of Technical Capacity and Financial Capacity to the Consortium Member who is sought to be

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- substituted and the modified Consortium shall continue to meet the prequalification and short-listing criteria for Applicants; and
- (c) The new Member(s) expressly adopt(s) the Application already made on behalf of the Consortium as if it were a party to it originally, and is not an Applicant/Member of any other Consortium bidding for this project.

2.2.2 Approval for change in the composition of a Consortium shall be at the sole discretion of the Municipality and must be approved by the Municipality in writing.

2.2.3 The modified/reconstituted Consortium shall be required to submit a revised Joint Bidding Agreement before the Bid Due Date.

## 2.3 Cost of Bidding

The Bidders shall be responsible for all of the costs associated with the preparation of their Bids and their participation in the Bidding Process. The Municipality will not be responsible or in any way liable for such costs, regardless of the conduct or outcome of the Bidding Process.

## 2.4 Site Visit and verification of information

2.4.1 Bidders are encouraged to submit their respective Bids after visiting the Project site and ascertaining for themselves the site conditions, traffic, location, surroundings, climate, availability of power, water and other utilities for construction, access to site, handling and storage of materials, weather data, applicable laws and regulations, and any other matter considered relevant by them.

2.4.2 Internal Project Site visits or inspections are only allowable during the pre-bid conference

2.4.3 It shall be deemed that by submitting a Bid, the Bidder has:

- (a) Made a complete and careful examination of the Bidding Documents;
- (b) Received all relevant information requested from the Municipality'
- (c) Acknowledged and accepted the risk of inadequacy, error or mistake in the information provided in the Bidding Documents or furnished by or on behalf of the Municipality relating to any of the matters referred to in Clause 2.4.1 above;
- (d) Satisfied itself about all matters, things and information including matters referred to in Clause 2.4.1 hereinabove necessary and required for submitting an informed Bid, execution of the Project in accordance with the Bidding Documents and performance of all of its obligations thereunder;

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- (e) Acknowledged and agreed that inadequacy, lack of completeness or incorrectness of information provided in the Bidding Documents or ignorance of any of the matters referred to in Clause 2.4.1 hereinabove shall not be a basis for any claim for compensation, damages, extension of time for performance of its obligations, loss of profits etc. from the Municipality, or a ground for termination of the Concession Agreement; and
- (f) Agreed to be bound by the undertakings provided by it under and in terms hereof.

2.4.4 The Municipality shall not be liable for any omission, mistake or error on the part of the Bidder in respect of any of the above or on account of any matter or thing arising out of or concerning or relating to RFP, RFQ, the Bidding Documents or the Bidding Process, including any error or mistake therein or in any information or data given by the Municipality.

## 2.5 Right to accept and to reject any or all Bids

2.5.1 Notwithstanding anything contained in this RFP, the Municipality reserves the right to accept or reject any Bid and to annul the Bidding Process and reject all Bids at any time without any liability or any obligation for such acceptance, rejection, or annulment, and without assigning any reasons therefore.

2.5.2 The Municipality reserves the right to reject any Bid and appropriate the Bid Security if:

(a) At any time, a material misrepresentation is made or uncovered, or

(b) The Bidder does not provide, within the time specified by the Municipality, the supplemental information sought by the Municipality for evaluation of the Bid. Such misrepresentation/improper response shall lead to the disqualification of the Bidder. If the Bidder is a Consortium, then the entire Consortium shall be disqualified/rejected. If such disqualification / rejection occurs after the Bids have been opened and the [lowest/highest] Bidder gets disqualified/rejected, then the Municipality reserves the right to:

- (i) Invite the remaining Bidders to submit Bids in accordance with submission requirements.
- (ii) Take any such measure as may be deemed fit in the sole discretion of the Municipality, including annulment of the Bidding Process.

2.5.3 In case it is found during the evaluation or at any time before signing of the Concession Agreement or after its execution and during the period of subsistence thereof, including the concession thereby granted by the Municipality, that one or more of the pre-qualification conditions have not been met by the Bidder or the Bidder has made material misrepresentation or has given any materially incorrect or false information, the Bidder shall be disqualified forthwith if not yet appointed as the Concessionaire either by issue

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of the LOA or entering into of the Concession Agreement, and if the Bidder has already been issued the LOA or has entered into the Concession Agreement, and if the Bidder has already been issued the LOA or has entered into the Concession Agreement, as the case may be, the same shall, notwithstanding anything to the contrary contained therein or in this RFP, be liable to be terminated, by a communication in writing by the Municipality to the Bidder, without the Municipality being liable any manner whatsoever to the Bidder or Concessionaire, as the case maybe. In such an event, the Municipality shall forfeit and appropriate the Bid Security or Performance Security, as the case may be, as mutually agreed genuine pre-estimated compensation and damages payable to the Municipality for, inter alia, time, cost and effort of the Municipality, without prejudice to any other right or remedy that may be available to the Municipality.

- 2.5.4 The Municipality shall carry out a **Due Diligence Search** on the bidder and reserves the right to further verify all statements, information and documents submitted by the Bidder in response to the RFP or the Bidding Documents. Failure of the Municipality to undertake such verifications shall not relieve the Bidder of its obligations or liabilities hereunder nor will it affect any rights of the Municipality thereunder.

## 2.6 Clarifications

- 2.6.1 Bidders requiring any clarification on the RFP may notify the Municipality in writing or by fax and e-mail accordance with Clause 1.2.8. They should send in their queries before the date mentioned in the Schedule of Bidding Process specified in Clause 1.12. The Municipality shall endeavour to respond to the queries within the period specified therein, but no later than 4 (four) days prior to the Bid Due Date. The responses will be sent by fax or email. The Municipality will forward all the queries and its responses thereto, to all Bidders without identifying the source of queries.
- 2.6.2 The Municipality shall endeavor to respond to the questions raised or clarifications sought by Bidders. However, the Municipality reserves the right not to respond to any question or provide any clarification, in its sole discretion, and nothing in this Clause shall be taken or read as compelling or requiring the Municipality to respond to any question or to provide any clarification.
- 2.6.3 The Municipality may also on its own motion, if deemed necessary, issue interpretations and clarifications to all Bidders. All clarifications and interpretations issued by the Municipality shall be deemed to be part of the Bidding Documents. Verbal clarifications and information given by the Municipality or its employees or representatives shall not in any way or manner be binding on the Municipality.

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## 2.7 Amendment of RFP

2.7.1 At any time prior to the deadline for submission of Bids, the Municipality may, for any reason, whether at its own initiative or in response to clarifications requested by a Bidder, modify the RFP by issuance of Addenda.

2.7.2 Any Addendum thus issued will be sent in writing and/or email to all Bidders that purchased the RFP.

2.7.3 In order to afford the Bidders a reasonable time for taking an Addendum into account, or for any other reason, the Municipality may, at its own discretion extend the Bid Due Date.

## C. PREPARATION AND SUBMISSION OF BIDS

### 2.8 Format and Signing of Bid

2.8.1 The Bidder shall provide all the information sought under this RFP. The Municipality will evaluate only those Bids that are received in the required formats and complete in all respects.

2.8.2 The Bid shall be typed or written in the indelible ink and signed by the authorised signatory of the Bidder who shall also initial each page, in blue ink. All the alterations, omissions, additions or any other amendments made to the Bid shall be initialled by the person (s) signing the Bid.

### 2.9 Sealing and Marking of Bids

2.9.1 The Bidder shall submit the Bid in the format specified at Annexure I, and seal it in an envelope and mark the envelope as "BID".

2.9.2 The submission envelope(s) shall be sealed and clearly bear the following identification:

The outer envelope containing the Proposal must be addressed to:

The Community Service Director  
Municipal Council of Manzini  
P.O. Box 418  
Manzini

**"Retender No. 30 of 2022/23: Operation And Management of The Manzini Abattoir."**

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- 2.9.3 If the envelopes are not sealed and marked as instructed above, the Municipality assumes no responsibility for the misplacement or premature opening of the contents of the Bid submitted.
- 2.9.4 Bids submitted by fax, telex, telegram or e-mail shall not be entertained and shall be rejected.

## 2.10 Bid Due Date

- 2.10.1 The date and time for the submission of the Proposals shall be not later than **1000 am on the 28<sup>th</sup> February 2023, Reception (tender box)** at the address provided in below in the manner and form as detailed in this RFP.

**The Community Service Department  
Municipal Council of Manzini Plot 491 Manzini Ngwane/Nkoseluhlaza Street,  
Manzini, Eswatini**

- 2.10.2 The Municipality shall, in its sole discretion, extend the Bid Due Date by issuing an Addendum in accordance with Clause 2.8 uniformly for all Bidders. Bids received by the Municipality after specified time on the Bid Due Date shall not be eligible for consideration and shall be summarily rejected.

## 2.11 Modification/Substitution/Withdrawal of Bids

- 2.11.1 The Bidder may modify, substitute or withdraw its Bid after submission, provided that written notice of the modification, substitution or withdrawal is received by the Municipality prior to Bid Due Date. No Bid shall be modified, substituted or withdrawn by the Bidder on or after the Bid Due Date.
- 2.11.2 The modification, substitution or withdrawal notice shall be prepared, sealed, marked, and delivered in accordance with Clause 2.12, with the envelopes being additionally marked "MODIFICATION", "SUBSTITUTION", OR "WITHDRAWAL", as appropriate.
- 2.11.3 Any alteration/modification in the Bid or additional information supplied subsequent to the Bid Due Date, unless the same has been expressly sought for by the Municipality, shall be disregarded.

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## 2.12 Validity of Bids

The Bids shall be valid for a period of not less than **one hundred and twenty (120) days**. The validity of Bids may be extended by mutual consent of the respective Bidders and the Municipality.

## 2.13 Pre-Bid Conference

- 12.13.1 A pre-bid conferences and site inspection for the bidders shall be held on Tuesday the **14 February 2023 at 1000 AM at the Council Chambers**.
- 12.13.2 During the course of pre-bid conferences, the bidders will be free to seek clarification and make suggestions for consideration of the Municipality. The Municipality shall endeavour to provide clarifications and such further information as it may, in its sole discretion, consider appropriate for facilitating a fair, transparent and competitive bidding process.

## 2.14 Confidentiality

- 2.14.1 Information relating to the examination, clarification, evaluation and recommendation for the Bidders shall not be disclosed to any person who is not officially concerned with the process or is not a retained professional advisor advising the Municipality in relation to or matters arising out of, or concerning the Bidding Process.
- 2.14.2 The Municipality will treat all information, submitted as part of the Bid, in confidence and will require all those who have access to such material to treat the same in confidence.
- 2.14.3 The Municipality may not divulge any such information unless it is directed to do so by any statutory entity that has the power under law to require its disclosure or is to enforce or assert any right or privilege of the statutory entity and/or the Municipality.

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## SECTION 3

### 3. EVALUATION OF BIDS

#### 3.1 Opening and Evaluation of Bids

- 3.1.1** The Municipality shall open the Bids at **10:15 hours on the 28<sup>th</sup> February 2023** at the Manzini Council Chambers in the presence of the Bidders who choose to attend.
- 3.1.2** The Municipality will subsequently examine and evaluate the Bids in accordance with the provisions set out in clause 1.10 and 1.11.
- 3.1.3** To facilitate evaluation of Bids, the Municipality may, at its sole discretion, seek clarifications in writing from any Bidder regarding its Bid.
- 3.1.4** The Municipality reserves the right to reject any Bid which is non-responsive and no request for alteration, modification, substitution or withdrawal shall be entertained by the Municipality in respect of such Bid.

#### 3.2 Selection of Bidder

- 3.2.1** The Bidder adjudged as responsive in terms of Clause 1.11 and showing a high degree of creativity as presented in the proposal shall be declared as the selected Bidder (the "**Selected Bidder**").
- 3.2.2** The Bidder will be invited for negotiations, confirm availability of all Professional staff. Failure in satisfying such requirements may result in the Client proceeding to negotiate with the next-ranked Bidder. Representatives conducting negotiations on behalf of the Bidder must have written Municipality to negotiate and conclude a Contract.
- 3.2.3** Before the award of a contract a notice of intention to award will be sent to bidders and also published to the ESPPRA website ([www.esppra.co.sz](http://www.esppra.co.sz)) at least 10 days before the contract award.
- 3.2.4** After selection, a Letter of Award (the "LOA") shall be issued, in duplicate, by the Municipality to the Selected Bidder and the Selected Bidder shall, within 7 (seven) days of receipt of the LOA, sign and return the duplicate copy of the LOA in acknowledgement thereof. In the event the duplicate copy of the LOA duly signed by the Selected Bidder is not received by the stipulated date, the Municipality shall consider the offer not accepted by the bidder and the next eligible Bidder may be considered.

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**3.2.5** After acknowledgement of the LOA as aforesaid by the Selected Bidder, it shall execute the Concession Agreement. The Selected Bidder shall not be entitled to seek any deviation in the Concession Agreement.

### **3.3 Contacts during Bid Evaluation**

Bids shall be deemed to be under consideration immediately after they are opened and until such time the Municipality makes official intimation of award/rejection to the Bidders.

## **SECTION 4**

### **4. FRAUD AND CORRUPT PRACTICES**

**4.1** The Bidders and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the Bidding Process and subsequent to the issue of the LOA and during the subsistence of the Concession Agreement. Notwithstanding anything to the contrary contained herein, or in the LOA, or terminate the Concession Agreement, as the case may be, without being liable in any manner whatsoever to the Bidder or Concessionaire, as the case may be, has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice in the Bidding Process.

**4.2** Without prejudice to the rights of the Municipality under Clause 4.1 hereinabove and the rights and remedies which the Municipality may have under the LOA or the Concession Agreement, if a Bidder or Concessionaire, as the case may be, is found by the Municipality to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice in the Bidding Process or after the issue of the LOA or the execution of the Concession Agreement, such Bidder or Concessionaire shall not be eligible to participate in any other tender or RFP issued by the Municipality during a period of 2 (two) years from the date such Bidder or Concessionaire, as the case may be, is found by the Municipality to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice as the case may be.

**4.3** For the purposes of this Clause 4, the following terms shall have the meaning hereinafter respectively assigned to them:

a) **“Corrupt practice”** means:

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- I. The offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence the actions of any person connected with the Bidding Process (for avoidance of doubt, offering of employment to or employing or engaging in any manner whatsoever, directly or indirectly, any official of the Municipality who is or has been associated in any manner directly or indirectly with the Bidding Process or the LOA or has dealt with matters concerning the Concession Agreement or arising thereof, before or after the execution thereof , at any time prior to the expiry of one year from the date such official resigns or retires from or otherwise ceases to be in the service of the Municipality, shall be deemed to constitute influencing the actions of a person connected with the Bidding Process); or
- II. Engaging in any manner whatsoever, whether during the Bidding Process or after the issue of the LOA or after the execution of the Concession Agreement, as the case may be, any person in respect of any matter relating to the Project or the LOA or the Concession Agreement, who at any time has been or is legal, financial or technical adviser of the Municipality in relation to any matter concerning the Project;
  - b) **“Fraudulent practice”** means a misrepresentation or omission of facts or suppression of facts or disclosure of incomplete facts, in order to influence the Bidding Process
  - c) **“Coercive practice”** means impairing or harming, or threatening to impair or harm, directly or indirectly, any person or property to influence any person's participation or action in the Bidding Process;
  - d) **“Undesirable practise”** means:
    - i Establishing contact with any person connected with or employed or engaged by the Municipality with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the bidding process: or
    - ii Having a conflict of interest: and
  - e) **“Restrictive practice”** means forming a cartel or arriving at any understanding or arrangement among bidders with the objective of restricting or restricting or manipulating a full and fair competition in the bidding process.

## SECTION 5

### 5. MISCELLENEOUS

**5.1** The bidding process shall be governed by, and construed in accordance with, the laws of the Kingdom of Swaziland and the Courts of Swaziland at Mbabane shall have exclusive jurisdiction over all disputes arising under pursuant to and/ or in connection with the bidding projects.

**5.2** The Municipality in its sole discretion and without incurring any obligation or liability, reserves the right, at any time to:

- a) Suspend and/ or cancel the bidding process and/ or amend and/ or supplement the bidding process or modify the dates or other terms and conditions relating thereto;
- b) Consult with any bitter in order to receive clarification or further information;

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- c) Retain any information and/or evidence submitted to the Municipality by, on behalf of, and/ or in relation to any Bidder; and/ or
- d) Independently verify, disqualify, reject and/ or accept any and all submissions or other information and. Or evidence submitted by or on behalf of any of any Bidder.

**5.3** It shall be deemed that by submitting the Bid, the Bidder agrees and releases the Municipality, its employees, agents and advisers, irrevocably, unconditionally, fully and finally from any and all liability for claims, losses, damages, cost, expenses or liabilities in any way related to or arising from the exercise of any rights and/ or performance of any obligations hereunder, pursuant hereto and/ or in connection herewith and waives any and all rights and/ or claims it may have in this respect, whether actual or contingent, whether present or future.

## SECTION 6

### 6. GENERAL CONTRACT TERMS

#### 6.1 DEFINITIONS

Unless the context otherwise requires, the following terms whenever used in this Contract have the following meanings:

- a) "Applicable Law" means the laws and any other instruments having the force of law in Eswatini, as they may be issued and in force from time to time.
- b) "Contractor" means any private or public entity that will provide the Services to Council under the Contract.
- c) "Contract" means the Contract signed by the Parties and all the attached documents listed in its Clause 1, i.e. these General Conditions (GCC), the Special Conditions (SCC), and the Appendices.
- d) "Contract Price" means the price to be paid for the performance of the Services, in accordance with Clause 6;
- e) "Effective Date" means the date on which this Contract comes into force and effect pursuant to Clause GCC 2.1.
- f) "GCC" means these General Conditions of Contract.
- g) "Government" means the Government of Eswatini.

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- h) "Local Currency" means Lilangeni (SZL).
- i) "Member" means any of the entities that make up the joint venture/consortium/association, and "Members" means all these entities.
- j) "Party" means Council or the Contractor, as the case may be, and "Parties" means both of them.
- k) "Personnel" means persons hired by the Contractor or by any Sub-Contractor(s) and assigned to the performance of the Services or any part thereof.
- l) "SCC" means the Special Conditions of Contract by which the GCC may be amended or supplemented
- m) "Services" means the work to be performed by the Contractor pursuant to this Contract, as described in Appendix a here to
- n) "Sub-Contractor s" means any person or entity to whom/which the Contractor subcontracts any part of the Services
- o) "In writing" means communicated in writing for with proof of receipt.

## 6.2 Law Governing Contract

This Contract, its meaning and interpretation, and the relation between the Parties shall be governed by the Applicable Law.

## 6.3 Language

This Contract has been executed in the English language which shall be the binding and controlling language for all matters relating to the meaning or interpretation of this Contract.

## 6.4 Notices

### 6.4.1 Delivery of Notice

Any notice, request or consent required or permitted to be given or made pursuant to this Contract shall be in writing. Any such notice, request or consent shall be deemed to have been given or made when delivered in person to an authorized representative of the Party to whom the

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communication is addressed, or when sent to such Party at the address specified in the SCC.

#### **6.4.2 Change of Address**

A Party may change its address for notice hereunder by giving the other Party notice in writing of such change to the address specified in the SCC.

#### **6.4.3 Location**

The Services shall be performed at such locations as are specified in Appendix A hereto and, where the location of a particular task is not so specified, at such locations, whether in Eswatini or elsewhere, as Council may approve.

#### **6.5 Authority of Member in Charge**

In case the Contractor consists of a joint venture/ consortium/ association of more than one entity, the Members hereby authorize the entity specified in the SCC to act on their behalf in exercising all the Contractor's rights and obligations towards Council under this Contract, including without limitation the receiving of instructions and payments from Council.

#### **6.6 Authorized Representatives**

Any action required or permitted to be taken, and any document required or permitted to be executed under this Contract by Council or the Contractor may be taken or executed by the officials specified in the SCC.

#### **6.7 Taxes and Duties**

The Contractor, Sub-Contractors, and their Personnel shall pay such indirect taxes, duties, fees, and other impositions levied under the Applicable Law as specified in the SCC, the amount of which is deemed to have been included in the Contract Price.

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## 6.8 Fraud and Corruption

Contractor(s) should be aware that a Contractor who engages in corrupt, collusive or fraudulent practices will have their proposals rejected or Contract terminated in accordance with Clause GCC (c), and may further be subject to prosecution under the laws of Eswatini.

## 6.9 Commission and Fees

It is required that the successful Contractor will disclose any commissions or fees that may have been paid or are to be paid to agents, representatives, or commission agents with respect to the selection process

or execution of the contract. The information disclosed must include at least the name and address of the agent, representative, or commission agent, the amount and currency, and the purpose of the commission or fee.

## 6.10 Commencement, Completion, Modification and Termination of Contract

### 6.10.1 Effectiveness of Contract

This Contract shall come into effect on the date the Contract is signed by both Parties or at such other later date as may be stated in the SCC. The date the Contract comes into effect is defined as the Effective Date.

### 6.10.2 Commencement of Services

The Contractor shall begin carrying out the Services not later than the number of days after the Effective Date specified in the SCC.

### 6.10.3 Expiration of Contract

Unless terminated earlier pursuant to Clause GCC 2.6, this Contract shall expire at the end of the time period after the Effective Date, as specified in the SCC.

### 6.10.4 Modifications or Variations

Any modification or variation of the terms and conditions of this Contract, including any modification or variation of the Scope of the Services, may only be made by written agreement between the Parties. However, each Party shall give due consideration to any proposals for modification or variation made by the other Party.

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## 6.11 Definition

### 6.11.1 Force Majeure

For the purposes of this Contract, "Force Majeure" means an event which is beyond the reasonable control of a Party and which makes a Party's performance of its obligations under the Contract impossible or so impractical as to be considered impossible under the circumstances.

### 6.11.2 No Breach of Contract

The failure of a Party to fulfil any of its obligations under the contract shall not be considered to be a breach of, or default under, this Contract insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event (a) has taken all reasonable precautions, due care and reasonable alternative measures in order to carry out the terms and conditions of this Contract, and (b) has informed the other Party as soon as possible about the occurrence of such an event.

### 16.11.3 Extension of Time

Any period within which a Party shall, pursuant to this Contract, complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure.

## 16.12 Payments

During the period of their inability to perform the Services as a result of an event of Force Majeure, the Contractor shall be entitled to continue to be paid under the terms of this Contract, as well as to be reimbursed for additional costs reasonably and necessarily incurred by them during such period for the purposes of the Services and in reactivating the Service after the end of such period.

## 16.13 Termination

### By Council / the Client

**16.13.1** Council may terminate this Contract in case of the occurrence of any of the events specified in paragraphs (a) through (f) of this Clause GCC 2.6.1. In such an occurrence Council shall give not less than thirty (30) days' written notice of termination to the Contractor, and sixty (60) days' in the case of the event referred to in (e).

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- 16.13.2** If the Contractor does not remedy a failure in the performance of their obligations under the Contract, within thirty (30) days after being notified or within any further period as Council may have subsequently approved in writing. Council may terminate this Contract in case of the occurrence of any of the events specified in paragraphs (a) through (f) of this Clause GCC 2.6.1. In such an occurrence Council shall give not less than thirty (30) days' written notice of termination to the Contractor, and sixty (60) days' in the case of the event referred to in (e).
- 16.13.3** If the Contractor does not remedy a failure in the performance of their obligations under the Contract, within thirty (30) days after being notified or within any further period as Council may have subsequently approved in writing.
- 16.13.4** If the Contractor becomes insolvent or bankrupt.
- 16.13.5** If the Contractor, in the judgment of Council has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.
- 16.13.6** If, as the result of Force Majeure, the Contractor are unable to perform a material portion of the Services for a period of not less than sixty
- 16.13.7** If Council, in its sole discretion and for any reason whatsoever, decides to terminate this Contract.
- 16.13.8** If the Contractor fails to comply with any final decision reached as a result of arbitration proceedings pursuant to Clause GCC 8 hereof.

### **By the Contractor**

- 16.13.9** The Contractor(s) may terminate this Contract, by not less than thirty (30) days' written notice to Council, such notice to be given after the occurrence of any of the events specified in paragraphs (a) through (c) of this Clause GCC 2.6.2:
- 16.13.10** If Council fails to pay any money due to the Contractor pursuant to this Contract and not subject to dispute pursuant to Clause GCC 7 hereof within forty-five (45) days after receiving written notice from

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the Contractor that such payment is overdue.

**16.13.11** If, as the result of Force Majeure, the Contractor is unable to perform a material portion of the Services for a period of not less than sixty (60) days.

**16.13.12** If Council fails to comply with any final decision reached as a result of arbitration pursuant to Clause GCC 8 hereof.

## **16.14 Payment upon Termination**

**16.14.1** Upon termination of this Contract pursuant to Clauses GCC 2.6.1 or GCC 2.6.2, Council shall make the following payments to the Contractor:

**16.14.2** Payment pursuant to Clause GCC 6 for Services satisfactorily performed prior to the effective date of termination;

**16.14.3** Except in the case of termination pursuant to paragraphs (a) through (c), and (f) of Clause GCC, reimbursement of any reasonable cost incident to the prompt and orderly termination of the Contract, including the cost of the return travel of the Personnel and their eligible dependents.

## **16.15 Obligations of the Contractor**

### **General**

#### **16.15.1 Standard of Performance**

The Contractor shall perform the Services and carry out their obligations hereunder with all due diligence, efficiency and economy, in accordance with generally accepted professional standards and practices, and shall observe sound management practices, and employ appropriate technology and safe and effective equipment, machinery, materials and methods. The Contractor shall always act, in respect of any matter relating to this Contract or to the Services, as faithful advisers to Council, and shall at all times support and safeguard Council's legitimate interests in any dealings with Sub-Contractor(s) or third Parties.

#### **16.16 Conflict of Interests**

The Contractor shall hold Council's interests paramount, without any consideration for future work, and strictly avoid conflict with other assignments or their own corporate interests.

#### **16.17 Contractor is Not to Benefit from Commissions, Discounts, etc.**

The payment of the Contractor pursuant to Clause GCC 6 shall constitute the Contractor's only payment in connection with this Contract or the Services, and

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the Contractor shall not accept for their own benefit any trade commission, discount, or similar payment in connection with activities pursuant to this Contract or to the Services or in the discharge of their obligations under the Contract, and the Contractor shall use their best efforts to ensure that the Personnel, any Sub-Contractor s, and agents of either of them similarly shall not receive any such additional payment.

#### **16.18 Contractor and Affiliates Not to be Otherwise Interested in Project.**

The Contractor agrees that, during the term of this Contract and after its termination, the Contractor and any entity affiliated with the Contractor, as well as any Sub-Contractor(s) and any entity affiliated with such Sub-Contractor s, shall be disqualified from providing goods, works or services (other than consulting services) resulting from or directly related to the Contractor's Services for the preparation or implementation of the project.

#### **16.19 Prohibition of Conflicting Activities**

The Contractor shall not engage, and shall cause their Personnel as well as their Sub-Contractor(s) and their Personnel not to engage, either directly or indirectly, in any business or professional activities which would conflict with the activities assigned to them under this Contract.

#### **16.20 Confidentiality**

Except with the prior written consent of Council, the Contractor and the Personnel shall not at any time communicate to any person or entity any confidential information acquired in the course of the Services, nor shall the Contractor and the Personnel make public the recommendations formulated in the course of, or as a result of, the Services.

#### **16.21 Insurance to be Taken Out by the Contractor**

The Contractor (a) shall take out and maintain, and shall cause any Sub-Contractor(s) to take out and maintain, at their (or the Sub-Contractor s', as the case may be) own cost but on terms and conditions approved by Council, insurance against the risks, and for the coverage, as shall be specified in the SCC; and (b) at Council's request, shall provide evidence to Council showing that such insurance has been taken out and maintained and that the current premiums have been paid.

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## 16.22 Contractor's Actions Requiring Agency's Prior Approval

The Contractor shall obtain Council's prior approval in writing before taking

any of the following actions:

- (a) Entering into a subcontract for the performance of any part of the Services,
- (b) Appointing such members of the Personnel not listed by name in Appendix C, and
- (c) Any other action that may be specified in the SCC.

## 16.21 Reporting Obligations

- (a) The Contractor shall submit to Council the reports and documents, within the time periods.
- (b) The consultant will work closely and report periodically to the Director Community Services.

## 16.22 Obligations of Client

### Assistance

Council (The Client) shall use its best efforts to provide the Contractor such assistance as specified in the SCC.

## 16.23 Change in the Applicable Law Related to Taxes and Duties

If, after the date of this Contract, there is any change in the Applicable Law with respect to taxes and duties which increases or decreases the cost incurred by the Contractor in performing the Services, then the remuneration and reimbursable expenses otherwise payable to the Contractor under this Contract shall be increased or decreased accordingly by agreement between the Parties, and corresponding adjustments shall be made to the amounts referred to in Clauses GCC 6.2 (a) or (b), as the case may be.

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## **16.24 Contract Unit Prices and Reimbursable**

The unit prices and reimbursable payable in the currency is set forth in the SCC.

## **16.25 Terms and Conditions of Payment**

Payments will be made to the account of the Contractor and according to the payment schedule stated in the SCC. Unless otherwise stated in the SCC, the first payment shall be made against the provision by the Contractor of an advance payment guarantee for the same amount, and shall be valid for the period stated in the SCC. Such guarantee shall be in the form set forth in Appendix G hereto, or in such other form, as Council shall have approved in writing. Any other payment shall be made after the conditions listed in the SCC for such payment have been met, and the Contractor has submitted an invoice to Council specifying the amount due.

## **16.26 Good Faith**

The Parties undertake to act in good faith with respect to each other's rights under this Contract and to adopt all reasonable measures to ensure the realization of the objectives of this Contract.

## **16.27 Settlement of Disputes**

### **16.27.1 Amicable Settlement**

The Parties agree that the avoidance or early resolution of disputes is crucial for a smooth execution of the Contract and the success of the assignment. The Parties shall use their best efforts to settle amicably all disputes arising out of or in connection with this Contract or its interpretation.

### **16.27.2 Dispute Resolution**

Any dispute between the Parties as to matters arising pursuant to this Contract that cannot be settled amicably within thirty (30) days after receipt by one Party of the other Party's request for such amicable settlement may be submitted by either Party for settlement in accordance with the provisions specified in the SCC.

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**APPENDIX – 1**

**Covering Letter for the Bid**

Dated.....

The Town Clerk,  
Municipal Council of Manzini

**Re: Bid for the Operation and Management of Manzini Abattoir Project**

Dear Sir/Madam

1. With reference to your RFP document dated...../...../...../we, having examined the Bidding Documents and understood their contents, hereby submit my/our Bid for the aforesaid Project. The Bid is unconditional and unqualified.
2. All information provided in the Bid and in the Appendices is true and correct.
3. The Statement is made for the express purpose of qualifying as a Bidder for the Design, Finance, Build, Operate, Maintain and Transfer of the aforesaid Project.
4. I/We shall make available to the Municipality any additional information it may find necessary or require to supplement or authenticate the Bid.
5. I/We shall acknowledge the right of the Municipality to reject our Bid without assigning any reason or otherwise and hereby waives our right to challenge the same on any account whatsoever.
6. **We certify that in the last three years, we/ any of the Consortium Members have neither failed to perform on any contract, as evidenced by imposition of a penalty or a judicial pronouncement or arbitration award, nor been expelled from any project or contract nor have had any contract terminated for breach on our part.**
7. I/We declare that:
  - a) I/We have examined and have no reservations to the Bidding Documents, including any Addendum issued by the Municipality.
  - b) I/We do not have any conflict of interest
  - c) I/We have not directly or indirectly or through and agent engaged or indulged in any corrupt practice fraudulent practice, coercive practice, undesirable practice or restrictive practice, in respect of any tender or request for proposal issued by or any agreement entered into with the Municipality or any other public sector enterprise or any government, Central or State; and
  - d) I/We understand certify that we have taken steps to ensure that in conformity with the provision of Clause 4 of the RFP, no person acting for us or on our behalf has engaged or will

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- engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice.
8. I/We understand that you may cancel the Bidding process at any time and that they are neither bound to accept any Bid that you may receive nor to invite the Bidders to Bid for the Project, without incurring any liability to the Bidders.
  9. I/We believe that we/our Consortium/proposed Consortium satisfy (ies) the Net Worth criteria and meet(s) the requirement as specified in the RFP documents and are/ is qualified to submit a Bid.
  10. I/We declare that we/ any Member of the Consortium are/is not a Member of a/any other Consortium submitted a Bid for the Project.
  11. I/We certify that in regard to matters other that security and integrity of the country, we have been convicted by a Court of Law or indicated or adverse orders passed by a regulatory by a Municipality which could cast a doubt on our ability to undertake the Project or which relates to a grave offence that outrages the moral sense of the community.
  12. I/We further certify that in regard to matters relating to security and integrity of the country, we have not been charge-sheeted by any agency of the Government or convicted by a Court of Law for any offence committed by us or by any of our Associates.
  13. I/We further certify that no investigation by a regulatory Municipality is pending either against us or against our Associates or against our CEO or any of our Directors/Managers/employees
  14. I/We understand that in case due to any in facts or circumstances during the Bidding process, we are attracted by the provisions of disqualifications in terms of the guidelines referred to above, we shall intimate the Municipality of the same immediately.
  15. I/We acknowledge and agree that in the event of a change in control of an Associate whose Technical Capacity and/ or Financial Capacity was taken into Consideration for the purposes of evaluation, under and in accordance with the RFP and TORs, I/We shall inform Municipality forthwith along with all relevant particulars and the Municipality may, in its sole discretion, disqualify our Consortium or withdraw the letter of Award, as the case may be. I/We further acknowledge and agree that in the event such change in control occurs after signing of the Concession Agreement but prior to Financial Close of the project, it would, notwithstanding anything to the contrary contained in the Agreement, be deemed a breach thereof, and the Concession Agreement shall be liable to be terminated without the Municipality being liable to us in any manner whatsoever.
  16. I/We understand that the selected Bidder shall either be an existing Company incorporated under the Government of Swaziland Companies Act, 2009, or shall incorporate itself as such prior to execution of the Concession Agreement.

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17. I/We hereby irrevocably waive any right which we may at any stage at law or howsoever otherwise arising to challenge or question any decision Taken by the Municipality in connection with the selection of the Bidder, or in connection with the Bidding Process itself, in respect of the above mentioned Project and the terms and implementation thereof.
18. In the event of my/ our being declared as the selected Bidder, I/We agree to enter into a Concession Agreement in accordance with the draft that has been provided to me/us prior to the Bid due date. We agree not to seek any changes in the aforesaid draft and agree to abide by the same.
19. I/We have studied all the Bidding documents carefully and also surveyed the project area. We understand that except to the extent as expressly set forth in the Concession Agreement, we shall have no claim, right or title arising out of any documents or information provided to us by the Municipality or in respect of any matter arising out of or concerning or relating to the Bidding process including the award of Concession.
20. I/We agree and understand that the Bid is subject to the provisions of the Bidding Documents. In no case, I/We shall have any claim or right of whatsoever nature if the Project/Concession is not awarded to me/us or our Bid is not opened.
21. I/We agree and undertake to abide by all the terms and conditions of the RFP document.
22. In witness thereof, I/We submit this Bid under and in accordance with the terms of the RFP document.

**Yours faithfully,**

Date:..... /...../..... **Name & Surname** .....

(Authorised Representative)

**Signature:** .....

(Authorised Signatory)

Place:.....

(designation of the Authorised Signatory)

**Name and seal of Bidder/Lead Firm**.....

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## APPENDIX – II

### Power of Attorney for Lead Member of the Company/Consortium

Whereas the Municipal Council of Manzini ("the Municipality") has invited bids from pre-qualified parties for the **Operation & Management of the Manzini Abattoir Project** ("the project").

Whereas, \_\_\_\_\_ and \_\_\_\_\_ (collectively the "Consortium/Company") being the Private Company /Members of the Consortium are interested in bidding for the Project in accordance with the terms and conditions of the Request for Proposal and other connected documents in respect of the Project. Whereas, it is necessary for the Company /Members of the Consortium to designate one of them as the Lead Member with all necessary power and Municipality to do for and on behalf of the Company/Consortium, all acts, deeds and things as may be necessary in connection with the Company/Consortium's bid for the project and its execution.

### NOW THEREFORE KNOW ALL MEN BY THESE PRESENTS

We, \_\_\_\_\_ having our registered office at \_\_\_\_\_, (the respective names and addresses of the registered office) (hereinafter collectively referred to as "principals") do hereby irrevocably designate, nominate, constitute, appoint and authorise Mr/Ms \_\_\_\_\_, having registered office at \_\_\_\_\_, being one of the Members of the Company/Consortium, as the Lead Member and true and lawful representative of the Company/Consortium (hereinafter referred to as the Attorney ) to conduct all business for and on behalf of the Consortium and any one during the bidding process. In the event the Company/Consortium is awarded the Concession/ Contract, during the execution of the project, and in this regard, to do on our behalf and on behalf of the Company/Consortium, all or any of such acts, deeds or things as are necessary or required or incidental to the submission of its bid for the project. This shall include but not limited to signing and submission of bid for the project, including but not limited to signing and submission of all applications, bids and other documents and writings, participate in bidders and other conferences, respond to queries, submit information/documents, sign and execute contracts and undertakings consequent to acceptance of the bid of the Company/Consortium. He/ She shall generally represent the Consortium in all its dealings with the Municipality, and/ or any other Government Agency or any person, in all matters in connection with or relating to or arising out of the Consortium's bid for the project. Upon award thereof till the Concession Agreement is entered into with the Municipality, and hereby agree to ratify and confirm all acts, deeds and things lawfully done or caused to be done by our said representative pursuant to and in exercise of the powers conferred by this power of Attorney. That all acts, deeds, and things done by our said representative in exercise of the powers hereby conferred shall always be deemed to have been done by us the Company/ Consortium.

**IN WITNESS WHEREOF WE, \_\_\_\_\_, THE ABOVE NAMED  
PRINCIPAL HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS \_\_\_\_\_ DAY  
OF \_\_\_\_\_, 2023**

Signature: \_\_\_\_\_

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(Name, Title and Address): \_\_\_\_\_

**Witnesses:**

Name: \_\_\_\_\_ Signature \_\_\_\_\_

Name: \_\_\_\_\_ Signature \_\_\_\_\_

**Accepted [Representative]**

Signature \_\_\_\_\_

**Name, Title and Address of the Representative:**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Notes:**

- *The made of execution of the power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) an when it is so required, the same should be under common seal affixed in accordance with the required procedure.*
- *Also, wherever required, the applicant should submit for verification the extract of the charter documents and documents such as a resolution/ power of attorney in favour of the person executing this power of Attorney for the delegation of power hereunder on behalf of the Applicant.*

*For a power of Attorney executed and issued overseas, the document will also have to be legalised by the Swazi Embassy and notarised in the jurisdiction where the Power of Attorney is being issued.*

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## APPENDIX III :

**Project Specification And Particular Specifications** (to form part of the service level agreement)

### PROJECT SPECIFICATIONS

#### I. QUALIFICATIONS, KNOWLEDGE AND EXPERIENCE

One of the key personal for the Abattoir Service should meet the following key mandatory requirements:

- A minimum of 2 years verifiable experience in abattoir
- An accredited certificate in meat and safety and quality assurance approved by agriculture
- The service provider should have knowledge and experience in
- More than 2 years relevant experience and knowledge in one of the following
  - a) Food and health safety for the abattoir
  - b) meat inspection training and supervision
  - c) Service provider of management on food hygiene benchmark activities to other abattoirs:
  - d) Perform first aid

#### II. REPORTING FRAMEWORK

The service provider shall report to the Municipal Council of Manzini (Environmental Health section) food Health inspector (authorized person) during the course of contract period.

#### III. INTERPRETATION

“**Animal**” means stock in terms of animal disease Act, 1965

“**Ante mortem inspection**” means any procedure or test conducted by an officer or authorized person on live animals for the purpose of judgment of safety and sustainability and disposition; before slaughter or processing;

“**Approved slaughter facility or establishment**” means a slaughter facility or establishment in respect of which a certificate of approval by the competent Municipality; has been issued;

“**Audit**” means a systematic and independent examination to ascertain if determined activities and related results are in conformity with legislation, standards and guidelines and if these are enforced adequately;

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**“Authorized person”** means a competent person who has the training, knowledge, skills and ability to perform an assigned task, and who is authorized by the competent Municipality to perform this task;

**“Contractor /Servicer Provider”**: the word will be used interchangeably. It means a business that supplies expert care or specialized services.

**“food hygiene”** means the measures and conditions necessary to control hazards and to ensure fitness for human consumption of a food of animal origin taking into account its intended use ,hereinafter called “hygiene”;

**“Food production”** means all stages of production, processing and distribution of food of animal origin;

**“hazard”** means a biological, chemical or allergen or physical agent in, or a condition of, an animal or animal product with the potential to cause an adverse health effect to animals or humans ,means a mark indicating that, when it was applied ,official controls had been carried out in accordance with this Act;

**“Health mark”** the official name of a symbol found on meat or milk products required by food safety standards;

**“Humane killing”** means the process of rendering an animal insensitive to pain until there is complete loss of brain responsiveness due to bleeding;

**“Killing”** means any procedure which causes the death of an animal; **“Identity check”** means a check by visual inspection for consistency between the documents or certificates and the animal products, and for the presence and conformity of the marks which must appear on the animal products;

**“Inspection”** means the examination of slaughter facilities or establishments of animals and food and the processing thereof, of food businesses, and their management production systems, including documents, finished product testing and feeding practices, and of the origin and destination of production inputs and outputs, in order to verify compliance with the legal requirements in all cases;

**“Inspector”** means a Public Health Officer authorized appointed by the competent Municipality.

**“Portable water”** means water that is pure and wholesome at the point of usage in accordance with requirements contained in WHO publication guideline for drinking water quality;

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**"Post mortem inspection"** means any procedure or test conducted by an officer or authorized person on all relevant parts of slaughtered/killed animals for the purpose of judgment of safety and suitability and disposition;

**"safe for human consumption"** means a food of animal origin that has been produced by applying all food safety requirements appropriate to its intended use. End-use which meets risk-based performance and process, criteria for specified hazards and does not contain hazards at levels that are harmful to human health;

**\*sell**" includes agree to sell or offer, advertise, keep, expose, transmit, send, convey or deliver for sale or to exchange or to dispose of in any way for any consideration;

**"slaughter"** means any human procedure which causes the death of an animal by bleeding;

**"slaughter animal"** means an animal intended for slaughter within twenty four hours, under the control of the relevant Municipality;

**"slaughter facility"** means any premises or place used for slaughtering and dressing animals, the meat of which is intended for human consumption, and that is approved and registered by the competent Municipality;

**"-stunning "** means any approved mechanical, electrical, chemical or other procedure which causes immediate loss of consciousness which lasts until death

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#### IV. DETAILS OF THE SITE /FACILITY

##### A) AVAILABLE SITE FACILITIES

- The following facilities will be made available in the abattoir for the use by the contractor after negotiations:

X 2 toilets.

A Perimeter fencing with two (2) main gates and one (1) small pedestrian gates.

x Block of Abattoir structure

x Incinerator (to be used at an extra cost payable to Council)

1 x detention kraal

1x lairage

x Cold-rooms and 1x freezer

Scalding pot 76 hooks

Inside the abattoir, there is a stunning box, hoists, water troughs, scalding tank for porcine.

All the facilities and equipment's are to be maintained and repaired by the service provider during the course of the contract.

- Office facilities**

The contractor shall find an administration offices within then facility premises. The contractor shall use the offices for all administrative works in line with the operation and maintenance of the abattoir. The contractor shall ensure that the offices are well kept and remain in good condition. Any costs due to vandalism of the structure during the contract period will be taken care by the contractor.

- Access control gate**

Two manually operated gates are available at the facility. One is situated adjacent to the SACRO premises and the other is opposite Shamrock Butchery. The gates are used for controlling the movement of vehicles accessing the facility.

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This access control gates have security personnel 24 hours in a day and 7 days a week (all the time).

- **Incinerator**

The facility has a functional incinerator owned by the municipality within the abattoir perimeter. The incinerator is used for the disposal of medical waste collected from the health care centres within the urban area. The contractor will be allowed to use the incinerator at a cost, after condemnation of unfit for human consumption organs. Arrangement needs to be made with Council.

- **Security**

The facility is fenced, the contractor is required to keep the fence and gate in good order and to repair damage to it. The contractor is expected to be vigilant at all times and also to prevent any unauthorized entry to the facility.

Should the contractor require further security measures to protect equipment and his/her property, he/she may take such measures at his/her own cost and subject to the Director of Community Services' approval.

Any Council material stolen shall be replaced by the service provider.

- **Water supply**

The employer will provide water supply connection and will be available to the contractor for use in the operation of the abattoir. Any additional water pipe reticulation required on facility by the contractor, over and above that already provided, shall be constructed only with the Director of Community Services' approval and at the contractor's own cost. Water used will be metered and will be for the contractor's account.

- **Electricity supply**

An electricity supply connection point will be available at the abattoir facility. The cost of electricity used as well as any other proportional basic charges raised by the contractor shall be borne by the contractor.

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The contractor shall make provision for an emergency power supply in the form of a petrol/ diesel generator to supply power to the facility in the event of power failure. The generator remains property of the contractor.

## **B) OPERATIONS**

The operation and maintenance of the abattoir shall be done by the contractor and all procedures during slaughter process must be followed according to Meat safety standards of the country. The Public Health Act, 1969, the Veterinary Public Health Act, 2013 and other relevant legislation must serve as a guide during the operation of the facility. Maintenance of the facility must be done through permission of the Municipality and according to standards and relevant legislation.

### **Types of Animals to be slaughtered**

- Cows
- Pigs

The contractor must adhere to the following standard process during the slaughter of the animals;

### **Animal arrival and temporary storage (lairages)**

The contractor shall receive and register systematically all animals brought into the facility by farmers from different parts of the country for the purposes of slaughter. The contractor is expected to ensure animals have rested enough before proceeding to be slaughtered. The water troughs must always have enough water for the animals to drink. The contractor must ensure ante-mortem inspection is carried out and recorded accordingly before animals are slaughtered.

### **Stunning process**

The contractor is expected to render or conduct stunning process to every animal according to the rightful procedures. A stunning gun must be used at all times during this process and the contractor must ensure bullets are enough for this process. The stunning of animals at the slaughter is to render the animal unconscious before bleeding and slaughtering. Stunning can be carried out using electric shock, mechanical or gas stunning to keep the animal unconscious until bleeding. The stunning box is already provided by the municipality.

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## **Bleeding the Animal**

The contractor should ensure proper bleeding of the animal and bleeding of livestock means removing most of the blood from the animal carcass. Typically, the dead animal is hooked and hung up off the kill floor to remove the blood. Hanging animal carcasses throughout the processing steps is called line-slaughtering and is the preferred method because it reduces the risk of meat contamination. A large artery is opened up on the carcass to drain the blood from the body. The contractor is expected to completely follow this process in the rightful manner.

These processes must, if possible, be separated from the operations which follow. If the blood is not intended for use it should be drained away into a separate channel and should not be allowed to drain into the waste water. The animals should be hoisted to facilitate bleeding and decrease the risk of contamination of the carcasses.

## **Scalding, skinning, dehairing or plucking**

The contractor should after the proper bleeding of the animals the follow the skinning process which varies according to animal (pigs, cattle etc.). The unskinned/undehaired carcass must never enter the clean area, but as soon as possible after skinning, dehairing, or plucking, it must be hygienically transferred to the clean area. The contractor must handle the carcass carefully to minimize contamination.

## **Evisceration**

The contractor must ensure that during the evisceration process care should be taken to minimize contamination. Special care must be taken to avoid damaging the intestines. Edible organs must be handled in a hygienic way (stored/ removed in separate containers etc.). Waste must be removed rapidly from the floor in the evisceration room/area.

A sufficient number of sterilizers for hand tools, knives, etc. must also be available in the evisceration area.

## **Chilling/hanging**

Carcasses may be chilled or divided in halves or quarters. The contractor must ensure chilling is carried out, there must be sufficient chilling capacity and space to assure sufficient chilling. Carcasses can even be chilled when they are just hanging up and are air-dried, chilling being caused by evaporation.

## **Freezing/delivery**

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The contractor must ensure enough freezing capacity and must be sufficient to assure correct freezing temperatures.

### **Condemned products**

The contractor should ensure to provide a separate lockable room or area for keeping condemned material until the end of the working day.

### **Liquid and solid waste disposal**

For the safe disposal of liquid and solid waste, the contractor should ensure the following action be taken:

1. Separation of blood
  2. Screening of solids
  3. Trapping of grease
- The blood from slaughtered animals will coagulate into a solid mass, which may block up both open and closed drains. It is therefore recommended that the blood is collected and used for human consumption, stock feed production or fertilizers, if the religious and cultural traditions allow the use of blood.
  - Solids (meat or skin trimmings, hair, pieces of bones, hooves, etc.) must be screened. This may be done by providing the drains with vertical sieves.
  - Effluents from the slaughterhouse always contain small amounts of fat (melted fat or small pieces of fatty tissues). Grease traps should be installed in the drains. The fat solidifies, rises to the surface and can be removed regularly.
  - Disposal of the effluents into Permanent River should not be allowed because it will contaminate the stream.

### **Environmental hygiene**

The contractor must ensure environmental hygiene is practiced at all times.

The main principles of environmental hygiene will consist of:

- Proper fencing (public, dogs, etc.)
- Pest control (rodents, insects)
- Liquid and solid waste disposal

### **Proper fencing**

To prevent access of unauthorized persons, the public, dogs and other animals proper fencing must be erected around the slaughterhouse area. The fencing should have contact with the ground at the lower edge and should be high enough to prevent access to the grounds.

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## **Pest control**

The contractor should always ensure effective pest control is practised at the abattoir. Pests (insect, rodents and birds) should be controlled to prevent their access to the abattoir.

## **Rodent control**

The contractor should ensure to use the most effective way of rodent control within the facility. The most effective way to control rats is to separate them from food supplies forcing the rats to migrate in search of food thus depressing the reproduction rate. This can only be done through careful management of hygiene standards.

## **Physical control**

The best known method of physical control is traps. Trapping is of special importance in an environment where food is produced, handled or stored because poisonous baits cannot be used for safety reasons.

## **Biological control**

Rodents (rats) have natural enemies such as cats and dogs, but these animals should not be permitted to control (kill) rodents in food production areas.

## **Bird control**

The best control is to prevent the birds from having access to buildings. It is important to understand the relationship between birds and their environment. Bird attractants may be food supplies, water, special vegetation around buildings, etc. and these attractants must be removed or modified.

Toxicants, shooting and trapping may be used to control birds.

## **Personal hygiene**

The contractor must ensure personal hygiene is practised at all times. Personal hygiene will usually be the main element in the term "hygiene"; the reason being obvious. Bacteria causing diseases or spoilage may be carried and transmitted to surfaces and food by workers handling the food products.

## **Hand-washing**

The contractor should ensure enough hand washing facilities are provided with the facility and be accessible even for the physical challenged persons. Careful and frequent hand-

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washing will do much to reduce contamination. Therefore hand-washing facilities must be sufficient if the water supply is adequate.

Basically there should be two sites where the staff can wash their hands - the rest room and the working area where sufficient handwashing facilities must be placed close to the working places. If the hand-washing facilities are situated in particular areas away from working places, there is a great risk that they will not be used.

It must be impressed on the staff that hand-washing must be done:

- before work starts
- after using the toilets
- after touching dirty objects and materials
- after smoking and eating

It must be impressed on the staff that hands will be contaminated if used for scratching the skin or the hair, correcting clothes and picking the nose. Bacteria may be transmitted to the hands by these acts and thereafter transmitted to meat (food) which is handled by hand.

Special guidelines concerning hand-washing must be followed. The management of the facility or the authorities may require the use of a special bacteriostatic soap or dipping of the hands after washing in a germicidal rinse etc. Use of a nail brush is recommended because bacteria often hide along and under the nails.

## Working clothes

The contractor must always ensure that all staff working in the facility is provided with the rightful and enough protective clothing. The clothing of slaughterhouse workers must be clean. The purpose is not to protect the worker against contamination but to protect the meat/food against contamination. Working clothes must be used exclusively in the working area and nowhere else. If possible, it is advisable to avoid admittance from the unclean area to the clean area without changing clothes.

Working routines should be planned in a way that the staff works either in the clean area or in the unclean area. The staff may eventually be allowed to go from clean to unclean work but never in the opposite direction, except when they have changed working clothes and washed hands. Working clothes should be comfortable and easy to wash. Their design should encourage good hygiene habits. Light coloured working clothes show the need for cleaning earlier than dark coloured working clothes.

In areas where more clothes than loincloths are necessary, aprons made of washable or even waterproof materials, such as rubber, are recommended. Working clothes should be free of loose adornments (buttons, sequins etc.). During work jewellery, wrist-watches etc. are prohibited as these objects may be sources for contamination and make hand-

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washing difficult. Working clothes should ideally be supplied by the slaughterhouse and a laundry service is recommended to assure a certain level of hygiene. Arrangements for storage of aprons and tools should be available outside toilets and rest rooms.

## **Hair covering**

The contractor should ensure all employees are provided with enough hair covers. Human hair and beards are normally heavily contaminated with bacteria and to prevent contamination of food a hair or beard covering in the process area is a necessary part of the working clothes.

It is important that the hair is completely covered and that the covering is clean. Disposable or washable hair and beard coverings are recommended.

## **Gloves**

The contractor should provide gloves to be used where necessary. If the use of gloves is indicated they must be kept in the same good hygienic conditions as hands, otherwise it is better to avoid their use. Gloves may be of rubber or plastic and they are used to protect the meat against contamination. They may also be used to protect the hands against knife cuts and will then be made of steel. Great care should be taken to keep a certain hygienic standard of these gloves.

## **Health**

The contractor should ensure good health for the workers. All persons will often be carriers of more microorganisms (pathogenic microorganisms) than is usually the case. These microorganisms may then be transmitted to the meat/food with the risk of causing disease to the consumers. Illness must always be reported to the manager and/or the meat inspector of the slaughterhouse who will decide if the worker can stay or has to leave.

## **Cleaning/disinfection standard**

The contractor must make sure that cleaning programme must be performed regularly, dependent on the demand for cleaning in the specific areas. The requirements for cleaning have to be defined before establishing cleaning programmes.

The disinfection programme should follow the cleaning programme and must be planned in relation to the previous cleaning programme and specific requirements.

Sanitation includes more than disinfection, and procedures concerning sanitation (pest control, waste disposal, maintenance of buildings, proper fencing, etc.) should be planned and carried out accordingly.

## **Hygiene standard**

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The contractor must always stress the point that everybody employed within the facility must ensure a good standard of hygiene in all areas and the fact that hygiene concerns both:

- Process hygiene
- Environmental hygiene
- Personal hygiene
- Cleaning, disinfection/sanitation and that regulations in this regard must be observed.

## **Equipment**

The contractor must ensure the main principle for equipment such as tables, hooks and machines, etc. should be that it is easy to dismantle or remove to facilitate cleaning and that it should be made of non-corrosive materials.

Essential for the hygienic handling of carcasses and meat is equipment for hoisting the carcasses, when slaughtered. Hoists, when possible, should be preferred to working tables. Procedures assuring a periodical or continuous cleaning of hoists are recommended.

Cleaning and disinfection will often be complicated or impossible because of the complex construction of machines and when choosing and buying machines, hygienic production and possibilities for cleaning and disinfection must be considered.

## **Permanent or non-permanent personnel**

The contractor is encouraged to employ a team which is responsible for maintenance of a hygienic standard. This team should do some clearing and cleaning during slaughtering hours or instruct the butchers and workers to do this during and after slaughtering. This team will be responsible for cleaning and disinfection at the end of the working day and in maintaining the hygienic standard.

## **Sanitary facilities**

The contractor must always ensure cleanliness of sanitary facilities for the abattoir. And these facilities must be well maintained.

## **Facility Manager/**

The contractor shall provide a fulltime Manager who will work closely with the Council. The Manager must be contactable 24 hours a day in the event of any emergencies or serious problems that may arise on site. The manager must be competent and qualified to do the job.

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## Meetings

During the execution of the contract, the contractor and the Employer (Community Services department, Technical Services department, and Finance department) shall meet twice a year, arrangements for the Committee of Control (C.O.C) meeting being made by the Community Services department.

The food safety inspector shall maintain a diary of meetings scheduled on monthly basis and as when necessary. The meetings will be held to discuss all and any matters relating to operation of the facility and to up-date as well as review the overall plan of operation. Decisions made, minuted and agreed upon at these meetings will be binding on the parties.

## Charges for slaughter

Ideally the schedule for slaughter of animals is approved by the Municipal Council of Manzini. These tariffs are normally reviewed every three to five years. The Service provide will be expected to propose user fees to be submitted for approval with the relevant Municipality. The contractor will be responsible to maintain the notice board with applicable tariffs erected at the abattoir offices.

## Operating Hours

The contractor will be responsible for operating the facility every day, including weekends and Public Holidays.

Unless otherwise negotiated, operating times for each day shall be as follows:

Monday to Friday	Open to public from 0730 hours to 1630
Saturday	Open to public from 0800 hours to 1400
Sunday	closed

However, should it be established that the above is unsuitable, then with the approval of the Director of Community Services, the working hours, may be altered accordingly and recorded in writing and on the notice board.

## C) MAINTENANCE OF THE FACILITY

The contractor shall maintain all equipment, structural and outside yard of the abattoir .all aspects of the facility in order to ensure its smooth and efficient operation and to prevent undue deterioration of any item. The contractor shall bear all maintenance

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costs together with the costs of materials required as a result of normal wear and tear and any damage.

Should it at any stage be evident that a large repair has resulted because the contractor did not take action at an earlier stage, and that the contractor has no good reason for not having taken earlier action, the cost of that repair will be for contractor's account. In maintaining the site, the contractor will be expected to perform maintenance work on his/her own initiative and without first being instructed to do so by the municipality official.

Included in the maintenance of the site are:

#### **a) Scattered waste**

The keeping of the site and its surroundings neat and clean by the removal of all windblown or scattered refuse and the picking up of all wind-blown or scattered refuse and the picking up of all litter emanating from the operations of the site. This must be performed daily.

#### **b) Office structure**

The contractor shall be responsible for the upkeep of the office structure used by him on the site. The will include, but not limited to the following:

- Repair of any damage or deterioration to any of the structures.
- General housekeeping to ensure that the buildings inside and outside as well as the areas surrounding them are kept clean and neat.

On termination of the contract, all structures shall be left in a thoroughly clean and sound condition, to the satisfaction of the Director of Technical Service.

### **D) VIOLATION OF FACILITY PROTOCOL**

Site Rules for the Municipal Council Abattoir

This Abattoir is operated under contract by the Municipal Council, of Manzini and right of admission is reserved. Violation of the site protocol may lead to temporary or permanent expulsion from the facility, together with possible prosecution, depending on the nature and / or frequency of the default.

- Only permitted animals are allowed to be slaughtered
- The contractor is legally bound to operate the facility strictly according to the operational contract and instructions from the operating contractor's personnel must be adhered to.

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- The abattoir facility and it's all facilities are used at the user's own risk. The user exonerates the Municipal Council of Manzini and its personnel from any claim for loss or damages of any nature whatsoever originating/ emanating directly or indirectly from the use of the facility.
- No animal farming is allowed within the facility.
- No illegal connections of any kind will be allowed in the facility.
- No scavenging of meat will be allowed at the abattoir premises
- Scavenging of condemned meat stuff by vehicle drivers and / or their assistants will lead to blacklisting of their vehicles
- No open fires or meat braai, roasting etc is allowed on the site.
- Speed limits must not exceed 20 km/h and traffic rules must be adhered to. Road signs must be obeyed.
- Children are not allowed to enter the site, unless accompanied by an adult. Neither are they allowed to leave vehicles within the facility.
- Visitors must adhere to all security arrangements on the site and users of the facility are not allowed to bring firearms into the security area.
- An administration penalty will be levied if incorrect or misleading information is provided by vehicle drivers.
- No employee will be allowed to commence work without wearing of appropriate PPE

## PENALTIES

The events or requirements for which penalties shall be applied, and the corresponding amounts of the penalties, are as follows:

- a) Failure by the contractor to open or to operate the site on any of the operating days, or closure of the site for each hour or part thereof during the agreed operating hours:
  - One thousand Emalangeni (E1, 000.00) for the first or part thereof, escalating by five hundred Emalangeni (E5 00.00) for each further onehour period or part thereof.
- b) Failure by the contractor to provide necessary PPE for the employees
  - Five hundred emalangeni (E500.00) for the first occurrence per employee, escalating by two hundred Emalangeni (E200,00) for each employee further occurrence to a maximum of monthly rental.
- c) Any proven deviation from the operating permit conditions, which includes the adherence to the relevant legislation:
  - Two thousand Emalangeni (E2, 000.00) for the first occurrence, escalating by one thousand Emalangeni (E1, 000.00) for each further occurrence to a maximum of the monthly rental.

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- d) Unacceptable attendance to all reasonable customer complaints from the public (direct or channelled through the Contract Management Officer) within 8 working hours of occurrence:
- Two thousand Emalangeni (E2, 000.00) for the first occurrence, escalating by five hundred Emalangeni (E500.00) for each occurrence to a maximum of five thousand Emalangeni (E5, 000.00) per occurrence.
- e) Inadequate nuisance control like litter control, odour control, rodents, and vector control:
- One thousand Emalangeni (E1, 000.00) for the first day of notice, escalating by five hundred Emalangeni (E500.00) for each day to a maximum of the monthly rental.

If there is a need for application of more than one penalty, the Employer shall apply penalties concurrently. Employer reserves the right to terminate the contract if the contractor is in breach of the contract and fails to rectify such breach of contract after a second written warning was issued to the contractor without the necessary remedial action being taken.

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