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- (d) will sanction a firm or an individual at any time, in accordance with prevailing sanctions procedures, including by publicly declaring such firm or individual ineligible, either indefinitely or for a stated period of time: (i) to be awarded a Government-financed contract, and (ii) to be a nominated<sup>10</sup> sub-consultant, supplier, or service provider of an otherwise eligible firm being awarded a Government-financed contract.

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<sup>10</sup> A nominated sub-consultant, supplier, or service provider is one which has been either (i) included by the consultant in its proposal because it brings specific and critical experience and know-how that are accounted for in the technical evaluation of the consultant's proposal for the particular services; or (ii) appointed by the Borrower.



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## II. Appendices

### APPENDIX A – TERMS OF REFERENCE

*[This Appendix shall include the final Terms of Reference (TORs) worked out by the Municipal Council of Manzini and the Consultant during the negotiations; dates for completion of various tasks; location of performance for different tasks; detailed reporting requirements and list of deliverables against which the payments to the Consultant will be made; Municipal Council of Manzini’s input, including counterpart personnel assigned by the Municipal Council of Manzini to work on the Consultant’s team; specific tasks or actions that require prior approval by the Municipal Council of Manzini.]*

*Insert the text based on the Section 3 (Terms of Reference) of the ITC in the RFP and modified based on the Forms TECH-1 through TECH-5 of the Consultant’s Proposal. Highlight the changes to Section 3 of the RFP]*

.....

### APPENDIX B - KEY EXPERTS

*[Insert a table based on Form TECH-6 of the Consultant’s Technical Proposal and finalized at the Contract’s negotiations. Attach the CVs (updated and signed by the respective Key Experts) demonstrating the qualifications of Key Experts.]*

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### APPENDIX C – BREAKDOWN OF CONTRACT PRICE

**Doc Ref.:** TC-SBD- 002 **Revision Status:** Issue 1 **Revision Date:** 12.07.2023 **Approved by:** CEO

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*[Insert the table with the unit rates to arrive at the breakdown of the lump-sum price. The table shall be based on [Form FIN-3 and FIN-4] of the Consultant's Proposal and reflect any changes agreed at the Contract negotiations, if any. The footnote shall list such changes made to [Form FIN-3 and FIN-4] at the negotiations or state that none has been made.]*

*When the Consultant has been selected under Quality-Based Selection method, also add the following:*

“The agreed remuneration rates shall be stated in the attached Model Form I. This form shall be prepared on the basis of Appendix A to Form FIN-3 of the RFP “Consultants’ Representations regarding Costs and Charges” submitted by the Consultant to the Municipal Council of Manzini prior to the Contract’s negotiations.

Should these representations be found by the Municipal Council of Manzini (either through inspections or audits pursuant to Clause GCC 25.2 or through other means) to be materially incomplete or inaccurate, the Municipal Council of Manzini shall be entitled to introduce appropriate modifications in the remuneration rates affected by such materially incomplete or inaccurate representations. Any such modification shall have retroactive effect and, in case remuneration has already been paid by the Municipal Council of Manzini before any such modification, (i) the Municipal Council of Manzini shall be entitled to offset any excess payment against the next monthly payment to the Consultants, or (ii) if there are no further payments to be made by the Municipal Council of Manzini to the Consultants, the Consultants shall reimburse to the Municipal Council of Manzini any excess payment within thirty (30) days of receipt of a written claim of the Municipal Council of Manzini. Any such claim by the Municipal Council of Manzini for reimbursement must be made within twelve (12) calendar months after receipt by the Municipal Council of Manzini of a final report and a final statement approved by the Municipal Council of Manzini in accordance with Clause GCC 45.1(d) of this Contract.”]

**Disclaimer**

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