



REQUEST FOR PROPOSALS

RFP No: MCMz112 OF 2024/2025

**SELECTION OF CONSULTING SERVICES FOR: GENERAL
VALUATION ROLL**

**MUNICIPAL COUNCIL OF MANZINI
ESWATINI**

ISSUED ON: 17 September 2024

Letter of Invitation

RFP No. MCMz112 OF 2024/2025

Municipal Council of Manzini

P O Box 418

Manzini

20 September 2024

Dear Mr. /Ms.

1. The Municipal Council of Manzini invites proposals from local reputable, experienced service providers for the Provision of General Valuation Roll services for a contract period of one (1) year.
2. The successful company will be selected through the Quality-Cost Based method utilizing the evaluation criteria discussed in the RFP document.
3. The RFP includes the following documents:
 - Section 1 - Letter of Invitation
 - Section 2 - Instructions to Service providers and Data Sheet
 - Section 3 – Terms of Reference
 - Section 4 - Technical Proposal Standard Forms
 - Section 5 - Financial Proposal Standard Forms
 - Section 6 – Corrupt and Fraudulent Practices
4. Bidders will be required to pay a non-refundable tender fee of **E500.00** at the Municipal Council of Manzini Civic Offices, Rates Hall or through EFT at:

A/C Name: Municipal Council of Manzini

Bank: Ned Bank (Manzini)

Account: 40000431593

Branch Code: 360264 (Manzini)

Type: Current Account

REF: Company name & Tender No.

5. Tenders must be delivered to and placed in a tender box in the Manzini Civic offices on or before **1000hrs local time on 17th October 2024**. Tenders must be appropriately sealed and labelled and later tenders will be rejected. Tender will be opened in the presence of the tenders' representatives who chose to attend in person at address below immediately after **1015hrs local time on 17th October 2024**. All tenders be accompanied by a tender securing declaration form.

The addresses referred to above is:

Municipal Council of Manzini

CIVIC Offices, P O Box 418

Between Ngwane & Nkosuluhlaza Street, Manzini, Eswatini

Municipal Council of Manzini
Chief Executive Officer

Instructions to Service providers and Data Sheet

A. General Provisions

1. Definitions

- (a) “Affiliate(s)” means an individual or an entity that directly or indirectly controls, is controlled by, or is under common control with the Service provider.
- (b) “Applicable Regulations” means the Public Procurement Regulations, 2020 governing the selection and Contract award process as set forth in this RFP.
- (c) “Applicable Law” means the Laws of Eswatini and any other instruments having the force of law in Eswatini as they may be issued and in force from time to time.
- (d) “Service provider” means a legally-established professional consulting firm or an entity that may provide or provides the Services to the Municipal Council of Manzini under the Contract.
- (e) “Contract” means a legally binding written agreement signed between the Municipal Council of Manzini and the Service provider and includes all the attached documents listed in its Clause 1 (the General Conditions of Contract (GCC), and the Appendices).
- (f) “Data Sheet” means an integral part of the Instructions to Service providers (ITC) Section 2 that is used to reflect specific country and assignment conditions to supplement, but not to over-write, the provisions of the ITC.
- (g) “Day” means a calendar day.

- (h) “Experts” means, collectively, Key Experts, Non-Key Experts, or any other personnel of the Service provider, Sub-service provider or Joint Venture member(s).
- (i) “Government” means the government of the Kingdom of Eswatini, any Municipal Council of Manzini or the relevant approvals authority as defined in the Public Procurement Act of 2011.
- (j) “Joint Venture (JV)” means an association with or without a legal personality distinct from that of its members, of more than one Service provider where one member has the authority to conduct all business for and on behalf of any and all the members of the JV, and where the members of the JV are jointly and severally liable to the Municipal Council of Manzini for the performance of the Contract.
- (k) “Key Expert(s)” means an individual professional whose skills, qualifications, knowledge and experience are critical to the performance of the Services under the Contract and whose CV is taken into account in the technical evaluation of the Service provider’s proposal.
- (l) “ITC” (this Section 2 of the RFP) means the Instructions to Service providers that provides the shortlisted Service providers with all information needed to prepare their Proposals.
- (m) “LOI” (this Section 1 of the RFP) means the Letter of Invitation being sent by the Municipal Council of Manzini to the shortlisted Service providers.
- (n) “Non-Key Expert(s)” means an individual professional provided by the Service provider or its Sub-service provider and who is assigned

to perform the Services or any part thereof under the Contract and whose CVs are not evaluated individually.

- (o) “Proposal” means the Technical Proposal and the Financial Proposal of the Service provider.
- (p) “RFP” means the Request for Proposals to be prepared by the Municipal Council of Manzini for the selection of service providers, based on the SRFP.
- (q) “SRFP” means the Standard Request for Proposals, which must be used by the Municipal Council of Manzini as the basis for the preparation of the RFP.
- (r) “Services” means the work to be performed by the Service provider pursuant to the Contract.
- (s) “Sub-service provider” means an entity to whom the Service provider intends to subcontract any part of the Services while remaining responsible to the Municipal Council of Manzini during the performance of the Contract.
- (t) “TORs” (this Section 7 of the RFP) means the Terms of Reference that explain the objectives, scope of work, activities, and tasks to be performed, respective responsibilities of the Municipal Council of Manzini and the Service provider and expected results and deliverables of the assignment.

2. Introduction

2.1 The Municipal Council of Manzini intends to engage a reputable and experienced company for the General Evaluation Roll through the Quality-Cost Based Selection Method.

2.2 Interested and eligible service providers are invited to submit a Technical Proposal and a Financial Proposal, as specified in the **Data Sheet**, for the General Valuation Roll to the municipality. The Proposal will be the

basis for negotiating and ultimately signing the Contract with the selected Service provider.

2.3 The Service providers should familiarize themselves with the local conditions and take them into account in preparing their Proposals, including attending a pre-proposal conference if one is specified in the **Data Sheet**. Attending any such pre-proposal conference is optional and is at the Service providers' expense.

2.4 The Municipal Council of Manzini will timely provide, at no cost to the Service providers, the inputs, relevant project data, and reports required for the preparation of the Service provider's Proposal as specified in the **Data Sheet**.

3. Conflict of Interest

3.1 The Service provider is required to provide professional, objective, and impartial advice, at all times holding the Municipal Council of Manzini's interests paramount, strictly avoiding conflicts with other assignments or its own corporate interests, and acting without any consideration for future work.

3.2 The Service provider has an obligation to disclose to the Municipal Council of Manzini any situation of actual or potential conflict that impacts its capacity to serve the best interest of its Municipal Council of Manzini. Failure to disclose such situations may lead to the disqualification of the Service provider or the termination of its Contract and/or sanctions by ESPPRA.

3.2.1 Without limitation on the generality of the foregoing, and unless stated otherwise in the **Data Sheet**, the Service provider shall not be hired under the circumstances set forth below:

a. Conflicting activities

(i) Conflict between consulting activities and procurement of goods, works or non-consulting services: a firm that has been engaged by the Municipal Council of Manzini to provide goods, works, or

non-consulting services for a project shall be disqualified from providing consulting services resulting from or directly related to those goods, works, or non-consulting services. Conversely, a firm hired to provide consulting services for the preparation or implementation of a project shall be disqualified from subsequently providing goods or works or non-consulting services resulting from or directly related to the consulting services for such preparation or implementation.

b. Conflicting assignments

(ii) Conflict among consulting assignments: a Service provider (including its Experts and Sub-service providers) or any of its Affiliates shall not be hired for any assignment that, by its nature, may be in conflict with another assignment of the Service provider for the same or for another Municipal Council of Manzini.

c. Conflicting relationships

(iii) Relationship with the Municipal Council of Manzini’s staff: a Service provider that has a close business or family relationship with a professional staff of the Municipal Council of Manzini (or of the Municipal Council of Manzini, or of implementing agency, or of a recipient of a part of the Government’s financing) who are directly involved in any part of (i) the preparation of the Terms of Reference for the assignment, (ii) the selection process for the Contract, or (iii) the supervision of the Contract, may not be awarded a Contract, unless the conflict stemming from this relationship has been resolved in a manner acceptable to the Government throughout the selection process and the execution of the Contract.

4. Unfair Competitive Advantage

4.1 Fairness and transparency in the selection process require that the Service providers or their Affiliates competing for a specific assignment do not derive a competitive advantage from having provided consulting services related to the assignment in question. To that end, the Municipal

Council of Manzini shall indicate in the **Data Sheet** and make available to all shortlisted Service providers together with this RFP all information that would in that respect give such Service provider any unfair competitive advantage over competing Service providers.

5. Corrupt and Fraudulent Practices

5.1 The Government requires compliance with its policy in regard to corrupt and fraudulent practices as set forth in Section 6.

5.2 In further pursuance of this policy, Service provider shall permit and shall cause its agents, Experts, Sub-service providers, sub-contractors, services providers, or suppliers to permit the Government to inspect all accounts, records, and other documents relating to the submission of the Proposal and contract performance (in case of an award), and to have them audited by auditors appointed by the Government.

6. Eligibility

6.1 The Act permits service providers (individuals and firms, including Joint Ventures and their individual members) from all countries to offer consulting services for Government-financed projects.

6.2 Furthermore, it is the Service provider's responsibility to ensure that its Experts, joint venture members, Sub-service providers, agents (declared or not), sub-contractors, service providers, suppliers and/or their employees meet the eligibility requirements as established by the Government.

6.3 As an exception to the foregoing Clauses 6.1 and 6.2 above:

a. Sanctions

6.3.1 A firm or an individual sanctioned by ESPPRA in accordance with Sections fifty-five (55), fifty-six (56) and fifty-seven (57) of the Public Procurement Act of 2011 and in accordance with regulations 16, 17 and 18 of the Public Procurement Regulations of 2020., shall be ineligible to be awarded a Government-financed contract, or to benefit from a Government-financed contract, financially or otherwise, during such period of time as ESPPRA shall

determine. The list of debarred firms and individuals is available at the electronic address specified in the **Data Sheet**.

b. Prohibitions

6.3.2 Firms and individuals of a country or goods manufactured in a country may be ineligible if so indicated in Section 5 (Eligible Countries) and:

- (a) as a matter of law or official regulations, the Government prohibits commercial relations with that country, provided that Cooperating Partners involved are satisfied that such exclusion does not preclude effective competition for the provision of Services required; or

c. Restrictions for Government-owned Enterprises

6.3.3 A statutory corporation or body or company in which Government has a majority or controlling interest shall be eligible only if they meet the provisions of Section 92 of the Public Procurement Regulations 2020.

To establish eligibility, the government-owned enterprise or institution should provide all relevant documents (including its charter) sufficient to demonstrate that it meets the provisions of Section 92 of the Public Procurement Regulations 2020

d. Restrictions for public employees

6.3.4 Public Officials of Eswatini are not eligible to be included as Experts in the Service provider's Proposal unless such engagement does not conflict with any employment or other laws, regulations, or policies of Eswatini, and they:

- (i) are on leave of absence without pay, or have resigned or retired;
- (ii) are not being hired by the same agency they were working for before going on leave of absence without pay, resigning, or retiring

(in case of resignation or retirement, for a period of at least 6 (six) months, or the period established by statutory

provisions applying to civil servants or government employees in Eswatini, whichever is longer. Experts who are employed by the government-owned universities, educational or research institutions are not eligible unless they have been full time employees of their institutions for a year or more prior to being included in Service provider's Proposal.; and

(iii) their hiring would not create a conflict of interest.

B. Preparation of Proposals

7. General Considerations

7.1 In preparing the Proposal, the Service provider is expected to examine the RFP in detail. Material deficiencies in providing the information requested in the RFP may result in rejection of the Proposal.

8. Cost of Preparation of Proposal

8.1 The Service provider shall bear all costs associated with the preparation and submission of its Proposal, and the Municipal Council of Manzini shall not be responsible or liable for those costs, regardless of the conduct or outcome of the selection process. The Municipal Council of Manzini is not bound to accept any proposal and reserves the right to annul the selection process at any time prior to Contract award, without thereby incurring any liability to the Service provider.

9. Language

9.1 The Proposal, as well as all correspondence and documents relating to the Proposal exchanged between the Service provider and the Municipal Council of Manzini, shall be written in **English**.

10. Documents Comprising the Proposal

10.1 The Proposal shall comprise the documents and forms listed in the **Data Sheet**.

10.2 If specified in the **Data Sheet**, the Service provider shall include a statement of an undertaking of the Service provider to observe, in competing

for and executing a contract, the Municipal Council of Manzini country's laws against fraud and corruption (including bribery).

10.3 The Service provider shall furnish information on commissions, gratuities, and fees, if any, paid or to be paid to agents or any other party relating to this Proposal and, if awarded, Contract execution, as requested in the Financial Proposal submission form (Section 4).

11. Only One Proposal

11.1 The Service provider (including the individual members of any Joint Venture) shall submit only one Proposal, either in its own name or as part of a Joint Venture in another Proposal. If a Service provider, including any Joint Venture member, submits or participates in more than one proposal, all such proposals shall be disqualified and rejected. This does not, however, preclude a Sub-service provider, or the Service provider's staff from participating as Key Experts and Non-Key Experts in more than one Proposal when circumstances justify and if stated in the **Data Sheet**.

12. Proposal Validity

12.1 **The Data Sheet** indicates the period during which the Service provider's Proposal must remain valid after the Proposal submission deadline.

12.2 During this period, the Service provider shall maintain its original Proposal without any change, including the availability of the Key Experts, the proposed rates, and the total price.

12.3 If it is established that any Key Expert nominated in the Service provider's Proposal was not available at the time of Proposal submission or was included in the Proposal without his/her confirmation, such Proposal shall be disqualified and rejected for further evaluation and may be subject to sanctions in accordance with Clause 5 of this ITC.

a. Extension of Validity Period

12.4 The Municipal Council of Manzini will make its best effort to complete the negotiations within the proposal's validity period. However, should the need arise, the Municipal Council of Manzini may request, in

writing, all Service providers who submitted Proposals prior to the submission deadline to extend the Proposals' validity.

12.5 If the Service provider agrees to extend the validity of its Proposal, it shall be done without any change in the original Proposal and with the confirmation of the availability of the Key Experts.

12.6 The Service provider has the right to refuse to extend the validity of its Proposal in which case such Proposal will not be further evaluated.

b. Substitution of Key Experts at Validity Extension

12.7 If any of the Key Experts become unavailable for the extended validity period, the Service provider shall provide a written adequate justification and evidence satisfactory to the Municipal Council of Manzini together with the substitution request. In such case, a replacement Key Expert shall have equal or better qualifications and experience than those of the originally proposed Key Expert. The technical evaluation score, however, will remain to be based on the evaluation of the CV of the original Key Expert.

12.8 If the Service provider fails to provide a replacement Key Expert with equal or better qualifications, or if the provided reasons for the replacement or justification are unacceptable to the Municipal Council of Manzini, such Proposal will be rejected.

c. Sub-Contracting

12.9 The Service provider shall not subcontract the whole of the Services.

13. Clarification and Amendment of RFP

13.1 The Service provider may request a clarification of any part of the RFP during the period indicated in the **Data Sheet** before the Proposals' submission deadline. Any request for clarification must be sent in writing, or by standard electronic means, to the Municipal Council of Manzini's address indicated in the **Data Sheet**. The Municipal Council of Manzini will respond in writing, or by standard electronic means, and will send written copies of the response (including an explanation of the query but without

identifying its source) to all shortlisted Service providers. Should the Municipal Council of Manzini deem it necessary to amend the RFP as a result of a clarification, it shall do so following the procedure described below:

13.1.1 At any time before the proposal submission deadline, the Municipal Council of Manzini may amend the RFP by issuing an amendment in writing or by standard electronic means. The amendment shall be sent to all shortlisted Service providers and will be binding on them. The shortlisted Service providers shall acknowledge receipt of all amendments in writing.

13.1.2 If the amendment is substantial, the Municipal Council of Manzini may extend the proposal submission deadline to give the shortlisted Service providers reasonable time to take an amendment into account in their Proposals.

13.2 The Service provider may submit a modified Proposal or a modification to any part of it at any time prior to the proposal submission deadline. No modifications to the Technical or Financial Proposal shall be accepted after the deadline.

14. Preparation of Proposals – Specific Considerations

14.1 While preparing the Proposal, the Service provider must give particular attention to the following:

14.1.1 If a shortlisted Service provider considers that it may enhance its expertise for the assignment by associating with other service providers in the form of a Joint Venture or as Sub-service providers, it may do so with either (a) non-shortlisted Service provider(s), or (b) shortlisted Service providers if permitted in the **Data Sheet**. In all such cases a shortlisted Service provider must obtain the written approval of the Municipal Council of Manzini prior to the submission of the Proposal. When associating with non-

shortlisted firms in the form of a joint venture or a sub-consultancy, the shortlisted Service provider shall be a lead member. If shortlisted Service providers associate with each other, any of them can be a lead member.

14.1.2 The Municipal Council of Manzini may indicate in the **Data Sheet** the estimated Key Experts' time input (expressed in person-month) or the Municipal Council of Manzini's estimated total cost of the assignment, but not both. This estimate is indicative, and the Proposal shall be based on the Service provider's own estimates for the same.

14.1.3 If stated in the **Data Sheet**, the Service provider shall include in its Proposal at least the same time input (in the same unit as indicated in the **Data Sheet**) of Key Experts, failing which the Financial Proposal will be adjusted for the purpose of comparison of proposals and decision for award in accordance with the procedure in the **Data Sheet**.

14.1.4 For assignments under the Fixed-Budget selection method, the estimated Key Experts' time input is not disclosed. Total available budget, with an indication whether it is inclusive or exclusive of taxes, is given in the **Data Sheet**, and the Financial Proposal shall not exceed this budget.

15. Technical Proposal Format and Content

15.1 The Technical Proposal shall not include any financial information. A Technical Proposal containing material financial information shall be declared non-responsive.

15.1.1 Service provider shall not propose alternative Key Experts. Only one CV shall be submitted for each Key Expert position. Failure to comply with this requirement will make the Proposal non-responsive.

15.2 Depending on the nature of the assignment, the Service provider is required to submit a Full Technical Proposal (FTP), or a Simplified Technical Proposal (STP) as indicated in the **Data Sheet** and using the Standard Forms provided in Section 3 of the RFP.

16. Financial Proposal

16.1 The Financial Proposal shall be prepared using the Standard Forms provided in Section 4 of the RFP. It shall list all costs associated with the assignment, including (a) remuneration for Key Experts and Non-Key Experts, (b) reimbursable expenses indicated in the **Data Sheet**.

a. Price Adjustment

16.2 For assignments with a duration exceeding 18 months, a price adjustment provision for foreign and/or local inflation for remuneration rates applies if so stated in the **Data Sheet**.

b. Taxes

16.3 The Service provider and its Sub-service providers and Experts are responsible for meeting all tax liabilities arising out of the Contract unless stated otherwise in the **Data Sheet**. Information on taxes in Eswatini is provided in the **Data Sheet**.

c. Currency of Proposal

16.4 The Service provider may express the price for its Services in the currency or currencies as stated in the **Data Sheet**. If indicated in the **Data Sheet**, the portion of the price representing local cost shall be stated in the national currency.

d. Currency of Payment

16.5 Payment under the Contract shall be made in the currency or currencies in which the payment is requested in the Proposal.

C. Submission, Opening and Evaluation

17. Submission, Sealing, and Marking of Proposals

17.1 The Service provider shall submit a signed and complete Proposal comprising the documents and forms in accordance with Clause 10 (Documents Comprising Proposal). The submission can be done by mail

or by hand. If specified in the **Data Sheet**, the Service provider has the option of submitting its Proposals electronically.

17.2 An authorized representative of the Service provider shall sign the original submission letters in the required format for both the Technical Proposal and, if applicable, the Financial Proposal and shall initial all pages of both. The authorization shall be in the form of a written power of attorney attached to the Technical Proposal.

17.2.1 A Proposal submitted by a Joint Venture shall be signed by all members to be legally binding on all members, or by an authorized representative who has a written power of attorney signed by each member's authorized representative.

17.3 Any modifications, revisions, interlineations, erasures, or overwriting shall be valid only if they are signed or initialed by the person signing the Proposal.

17.4 The signed Proposal shall be marked "ORIGINAL", and its copies marked "COPY" as appropriate. The number of copies is indicated in the **Data Sheet**. All copies shall be made from the signed original. If there are discrepancies between the original and the copies, the original shall prevail.

17.5 The original and all the copies of the Technical Proposal shall be placed inside of a sealed envelope clearly marked "**TECHNICAL PROPOSAL**", "**General Evaluation Roll**", reference number, name and address of the Service provider, and with a warning "**DO NOT OPEN UNTIL [INSERT THE DATE AND THE TIME OF THE TECHNICAL PROPOSAL SUBMISSION DEADLINE]**."

17.6 Similarly, the original Financial Proposal (if required for the applicable selection method) shall be placed inside of a sealed envelope

clearly marked “**FINANCIAL PROPOSAL**” followed by the name of the assignment, reference number, name, and address of the Service provider, and with a warning “**DO NOT OPEN WITH THE TECHNICAL PROPOSAL.**”

17.7 The sealed envelopes containing the Technical and Financial Proposals shall be placed into one outer envelope and sealed. This outer envelope shall bear the submission address, RFP reference number, the name of the assignment, Service provider’s name, and the address, and shall be clearly marked “**DO NOT OPEN BEFORE** [insert the time and date of the submission deadline indicated in the Data Sheet]”.

17.8 If the envelopes and packages with the Proposal are not sealed and marked as required, the Municipal Council of Manzini will assume no responsibility for the misplacement, loss, or premature opening of the Proposal.

17.9 The Proposal or its modifications must be sent to the address indicated in the **Data Sheet** and received by the Municipal Council of Manzini no later than the deadline indicated in the **Data Sheet**, or any extension to this deadline. Any Proposal or its modification received by the Municipal Council of Manzini after the deadline shall be declared late and rejected, and promptly returned unopened.

18. Confidentiality

18.1 From the time the Proposals are opened to the time the Contract is awarded, the Service provider should not contact the Municipal Council of Manzini on any matter related to its Technical and/or Financial Proposal. Information relating to the evaluation of Proposals and award recommendations shall not be disclosed to the Service providers who submitted the Proposals or to any other party not officially concerned with the process, until the publication of the Contract award information.

18.2 Any attempt by shortlisted Service providers or anyone on behalf of the Service provider to influence improperly the Municipal Council of Manzini in the evaluation of the Proposals or Contract award decisions may result in the rejection of its Proposal and may be subject to the application of prevailing sanctions procedures.

18.3 Notwithstanding the above provisions, from the time of the Proposals' opening to the time of Contract award publication, if a service provider wishes to contact the Municipal Council of Manzini or ESPPRA on any matter related to the selection process, it should do so only in writing.

19. Opening of Technical Proposals

19.1 The Municipal Council of Manzini's tender opening committee shall conduct the opening of the Technical Proposals in the presence of the shortlisted Service providers' authorized representatives who choose to attend (in person, or online if this option is offered in the **Data Sheet**). The opening date, time and the address are stated in the **Data Sheet**. The envelopes with the Financial Proposal shall remain sealed and shall be securely stored with a reputable public auditor or independent authority until they are opened in accordance with Clause 23 of the ITC.

19.2 At the opening of the Technical Proposals the following shall be read out: (i) the name and the country of the Service provider or, in case of a Joint Venture, the name of the Joint Venture, the name of the lead member and the names and the countries of all members; (ii) the presence or absence of a duly sealed envelope with the Financial Proposal; (iii) any modifications to the Proposal submitted prior to proposal submission deadline; and (iv) any other information deemed appropriate or as indicated in the **Data Sheet**.

20. Proposals Evaluation

20.1 Subject to provision of Clause 15.1 of the ITC, the evaluators of the Technical Proposals shall have no access to the Financial Proposals until the technical evaluation is concluded and approved.

20.2 The Service provider is not permitted to alter or modify its Proposal in any way after the proposal submission deadline except as permitted under Clause 12.7 of this ITC. While evaluating the Proposals, the Municipal Council of Manzini will conduct the evaluation solely on the basis of the submitted Technical and Financial Proposals.

21. Evaluation of Technical Proposals

21.1 The Municipal Council of Manzini's evaluation committee shall evaluate the Technical Proposals on the basis of their responsiveness to the Terms of Reference and the RFP, applying the evaluation criteria, sub-criteria, and point system specified in the **Data Sheet**. Each responsive Proposal will be given a technical score. A Proposal shall be rejected at this stage if it does not respond to important aspects of the RFP or if it fails to achieve the minimum technical score indicated in the **Data Sheet**.

22. Financial Proposals for QBS

22.1 Following the ranking of the Technical Proposals, when the selection is based on quality only (QBS), the top-ranked Service provider is invited to negotiate the Contract.

22.2 If Financial Proposals were invited together with the Technical Proposals, only the Financial Proposal of the technically top-ranked Service provider is opened by the Municipal Council of Manzini's evaluation committee. All other Financial Proposals are returned unopened after the Contract negotiations are successfully concluded and the Contract is signed.

23. Public Opening of Financial Proposals (for QCBS, and LCS methods)

23.1 After the technical evaluation is completed and has been approved, the Municipal Council of Manzini shall notify in writing those Service providers that have achieved the minimum overall technical score

and inform them of the date, time and location for the opening of the Financial Proposals. The opening date should allow the Service providers sufficient time to make arrangements for attending the opening. The Service provider's attendance at the opening of the Financial Proposals (in person, or online if such option is indicated in the **Data Sheet**) is optional and is at the Service provider's choice.

23.2 The Financial Proposals shall be opened by the Municipal Council of Manzini's financial opening committee in the presence of the representatives of those Service providers whose proposals have passed the minimum technical score. At the opening, the names of the Service providers, and the overall technical scores, including the break-down by criterion, shall be read aloud. The Financial Proposals will then be inspected to confirm that they have remained sealed and unopened. These Financial Proposals shall be then opened, and the total prices read aloud and recorded. Copies of the record shall be sent to all Service providers who submitted Proposals.

24. Correction of Errors

24.1 Activities and items described in the Technical Proposal but not priced in the Financial Proposal, shall be assumed to be included in the prices of other activities or items, and no corrections are made to the Financial Proposal.

a. Time-Based Contracts

24.1.1 If a Time-Based contract form is included in the RFP, the Municipal Council of Manzini's evaluation committee will (a) correct any computational or arithmetical errors, and (b) adjust the prices if they fail to reflect all inputs included for the respective activities or items in the Technical Proposal. In case of discrepancy between (i) a partial amount (sub-total) and the total amount, or (ii) between the amount derived by multiplication of unit price with quantity and the total price, or (iii) between words and figures, the former will prevail. In case of discrepancy between the Technical

and Financial Proposals in indicating quantities of input, the Technical Proposal prevails and the Municipal Council of Manzini's evaluation committee shall correct the quantification indicated in the Financial Proposal so as to make it consistent with that indicated in the Technical Proposal, apply the relevant unit price included in the Financial Proposal to the corrected quantity, and correct the total Proposal cost.

b. Lump-Sum Contracts 24.2 If a Lump-Sum contract form is included in the RFP, the Service provider is deemed to have included all prices in the Financial Proposal, so neither arithmetical corrections nor price adjustments shall be made. The total price, net of taxes understood as per Clause ITC 25 below, specified in the Financial Proposal (Form FIN-1) shall be considered as the offered price.

25. Taxes 25.1 The Municipal Council of Manzini's evaluation of the Service provider's Financial Proposal shall exclude taxes and duties in Eswatini in accordance with the instructions in the **Data Sheet**.

26. Conversion to Single Currency 26.1 For the evaluation purposes, prices shall be converted to a single currency using the selling rates of exchange, source and date indicated in the **Data Sheet**.

27. Combined Quality and Cost Evaluation

a. Quality- and Cost-Based Selection (QCBS) 27.1 In the case of QCBS, the total score is calculated by weighting the technical and financial scores and adding them as per the formula and instructions in the **Data Sheet**. The Service provider achieving the highest combined technical and financial score will be invited for negotiations.

**b. Fixed-Budget
Selection (FBS)**

27.2 In the case of FBS, those Proposals that exceed the budget indicated in Clause 14.1.4 of the **Data Sheet** shall be rejected.

27.3 The Municipal Council of Manzini will select the Service provider that submitted the highest-ranked Technical Proposal that does not exceed the budget indicated in the RFP and invite such Service provider to negotiate the Contract.

c. Least-Cost Selection

27.4 In the case of Least-Cost Selection (LCS), the Municipal Council of Manzini will select the Service provider with the lowest evaluated total price among those service providers that achieved the minimum technical score and invite such Service provider to negotiate the Contract.

D. Negotiations and Award

28. Negotiations

28.1 The negotiations will be held at the date and address indicated in the **Data Sheet** with the Service provider's representative(s) who must have written power of attorney to negotiate and sign a Contract on behalf of the Service provider.

28.2 The Municipal Council of Manzini shall prepare minutes of negotiations that are signed by the Municipal Council of Manzini and the Service provider's authorized representative.

a. Availability of Key Experts

28.3 The invited Service provider shall confirm the availability of all Key Experts included in the Proposal as a pre-requisite to the negotiations, or, if applicable, a replacement in accordance with Clause 12 of the ITC. Failure to confirm the Key Experts' availability may result in the rejection of the Service provider's Proposal and the Municipal Council of Manzini proceeding to negotiate the Contract with the next-ranked Service provider.

28.4 Notwithstanding the above, the substitution of Key Experts at the negotiations may be considered if due solely to circumstances outside the reasonable control of and not foreseeable by the Service provider, including but not limited to death or medical incapacity. In such case, the Service provider shall offer a substitute Key Expert within the period of time specified in the letter of invitation to negotiate the Contract, who shall have equivalent or better qualifications and experience than the original candidate.

b. Technical negotiations

28.5 The negotiations include discussions of the Terms of Reference (TORs), the proposed methodology, the Municipal Council of Manzini's inputs, the special conditions of the Contract, and finalizing the "Description of Services" part of the Contract. These discussions shall not substantially alter the original scope of services under the TOR or the terms of the contract, lest the quality of the final product, its price, or the relevance of the initial evaluation be affected.

c. Financial negotiations

28.6 The negotiations include the clarification of the Service provider's tax liability in Eswatini and how it should be reflected in the Contract.

28.7 If the selection method included cost as a factor in the evaluation, the total price stated in the Financial Proposal for a Lump-Sum contract shall not be negotiated.

28.8 In the case of a Time-Based contract, unit rates negotiations shall not take place, except when the offered Key Experts and Non-Key Experts' remuneration rates are much higher than the typically charged rates by service providers in similar contracts. In such case, the Municipal Council of Manzini may ask for clarifications and, if the fees are very high, ask to change the rates after consultation with ESPPRA.

The format for (i) providing information on remuneration rates in the case of Quality Based Selection; and (ii) clarifying remuneration rates' structure under Clause 28.8 above, is provided in Appendix A to the Financial Form FIN-3: Financial Negotiations – Breakdown of Remuneration Rates.

29. Conclusion of Negotiations

29.1 The negotiations are concluded with a review of the finalized draft Contract, which then shall be initialed by the Municipal Council of Manzini and the Service provider's authorized representative.

29.2 If the negotiations fail, the Municipal Council of Manzini shall inform the Service provider in writing of all pending issues and disagreements and provide a final opportunity to the Service provider to respond. If disagreement persists, the Municipal Council of Manzini shall terminate the negotiations informing the Service provider of the reasons for doing so. After having obtained approval, the Municipal Council of Manzini will invite the next-ranked Service provider to negotiate a Contract. Once the Municipal Council of Manzini commences negotiations with the next-ranked Service provider, the Municipal Council of Manzini shall not reopen the earlier negotiations.

30. Award of Contract

30.1 After completing the negotiations, the Municipal Council of Manzini shall obtain approval to the negotiated draft Contract, if applicable; sign the Contract; publish the intention to award as per the instructions in the **Data Sheet**; and promptly notify the other shortlisted Service providers.

30.2 The Service provider is expected to commence the assignment on the date and at the location specified in the **Data Sheet**.

31. Standstill Period

31.1 The Contract shall not be signed earlier than the expiry of a Standstill Period of 10 working days to allow any dissatisfied tender to launch a complaint. Where only one Tender is submitted, the Standstill Period shall not apply.

31.2 Where a Standstill Period applies, it shall commence when the Municipal Council of Manzini has transmitted to each Tenderer the Notification of Intention to Enter into a Contract with the successful Tenderer.

32. Debriefing by the Municipal Council of Manzini

32.1 On receipt of the Municipal Council of Manzini's Notification of Intention to Enter into a Contract referred to in ITT 30, an unsuccessful tenderer may make a written request to the Municipal Council of Manzini

for a debriefing on specific issues or concerns regarding their tender. The Municipal Council of Manzini shall provide the debriefing within five days of receipt of the request.

32.2 Debriefings of unsuccessful Tenderers may be done in writing or verbally. The Tenderer shall bear its own costs of attending such a debriefing meeting.

33. Publication of Procurement Contract

Within fourteen days after signing the contract, the Municipal Council of Manzini shall publish the awarded on the Website of the Agency. At the minimum, the notice shall contain the following information:

- a) Name and address of the Municipal Council of Manzini;
- b) Name and reference number of the contract being awarded, a summary of its scope and the selection method used;
- c) The name of the successful Tenderer, the final total contract price, the contract duration.
- d) Dates of signature, commencement and completion of contract;
- e) Names of all Tenderers that submitted Tenders, and their Tender prices as read out at Tender opening.

34. Procurement Related Complaints and Administrative Review

34.1 The procedures for making a Procurement-related Complaint are as **specified in the TDS.**

34.2 An application for administrative review shall be made in accordance with section 48 and 49 of the Act, 2011 using the form provided on the Agency's website <https://www.esppra.co.sz>.

Instructions to Service providers

E. Data Sheet

A. General	
ITC Clause Reference	
2.1	<p>Name of the Procuring Entity: Municipal Council of Manzini</p> <p>Method of selection: Quality Cost Based Selection as per</p> <p>Applicable Regulations: Regulations 77 to 91 of the Public Procurement Regulations, 2020 available on http://www.esppra.co.sz</p>
2.2	<p>Financial Proposal and Technical Proposal should be submitted in two (2) separate envelopes:</p> <p><i>Technical Proposal: (1) Original and (2) Copies should be submitted.</i></p> <p><i>Financial Proposal: (1) Original should be submitted.</i></p> <p>The name of the assignment is: General Evaluation Roll</p>
6.3.1	<p>A list of debarred firms and individuals is available at:</p> <p>http://www.esppra.co.sz</p>
B. Preparation of Proposals	
10.1	<p>The Proposal shall comprise the following:</p> <p style="text-align: center;"><u>FULL TECHNICAL PROPOSAL (FTP):</u></p> <p style="text-align: center;">1st Inner Envelope with the Technical Proposal:</p>

	<p>(1) TECH-1 (2) TECH-2 (3) TECH-3 (4) TECH-4 (5) TECH-5 (6) TECH-6</p> <p>2d Inner Envelope with the Financial Proposal:</p> <p>(1) FIN-1 (2) FIN-2</p>
10.2	Statement of Undertaking is required and is obtainable in paragraph(e) in Form TECH-1.
11.1	Participation of Sub-service providers, Key Experts and Non-Key Experts in more than one Proposal is not permissible.
12.1	Proposals must remain valid for 90 calendar days after the proposal submission deadline.
13.1	<p>Clarifications may be requested no later than 5 days prior to the submission deadline.</p> <p>The contact information for requesting clarifications is: Email: ps@manznicity.co.sz cc; aord @manznicity.co.sz df@manznicity.co.sz, fa@manznicity.co.sz</p>
14.1.1	Shortlisted Service providers may not associate with other shortlisted Service providers.
15.2	<p>The format of the Technical Proposal to be submitted is:</p> <p>Full Technical Proposal</p>

	<p><i>Technical Proposal: (1) Original and (2) Copies should be submitted .</i></p> <p><i>Financial Proposal: (1) Original.</i></p> <p>Submission of the Technical Proposal in an incorrect format or combining the technical and financial evaluation reports may result in the Proposal being considered non-responsive to the RFP requirements therefore disqualified.</p>
16.2	A price adjustment provision is not applicable for the duration of this contract.
16.4	The Financial Proposal shall be stated in local costs in Eswatini Emalangeni.
C. Submission, Opening and Evaluation	
17.1	The Service providers shall not have the option of submitting their Proposals electronically.
17.4	<p>The Service provider must submit:</p> <p>(a) Technical Proposal: one (1) original and (2) copies</p> <p>(b) Financial Proposal: one (1) original.</p>
17.7 and 17.9	<p>The Proposals must be submitted no later than:</p> <p>Date: 17 October 2024</p> <p>Time: 10:00am Eswatini local time.</p> <hr/> <p><i>Add translation of the warning marking [“Do not open before 1000hrs, 17 October 2024”] to the outer sealed envelope]</i></p> <p>The Proposal submission address is:</p> <p><i>Reception Area, Civic Offices</i></p> <p><i>Municipal Council of Manzini</i></p> <p><i>Nkoseluhlaza/Ngwane Street.</i></p>

<p>19.1</p>	<p>An online option of the opening of the Technical Proposals shall not be offered.</p>
<p>19.2</p>	<p>The Tenderer shall submit the following additional/ equivalent documents in its proposal and the documents shall be evaluated in the preliminary evaluation stage:</p> <ol style="list-style-type: none"> 1. Original and Valid Tax Compliance Certificate 2. Copy of Certificate of Incorporation 3. Certified Copy of a Valid Trading License 4. Certified Copy of Labour Compliance Certificate 5. Police Clearance for all Company Directors 6. Copy of a Form J 7. Copy of Form C 8. Company Independent Reviewed Annual Financial Statements for the past 2 years 9. Proof of payment and Council Receipt E500.00 10. Copy of a Valid ENPF Compliance Certificate 13. Signed Tender Securing Declaration Form 14. Signed Declaration of Eligibility Form 15. Current Government Gazette – Approved Panel of valuers <p>Note: The Municipal Council of Manzini will use a YES/NO to evaluate this section **** The Municipal Council of Manzini may disqualify a tenderer for missing documents deemed as a material deviation.</p>
<p>21.1 (for FTP)</p>	<p>Criteria, sub-criteria, and point system for the evaluation of the Full Technical Proposals:</p> <p style="text-align: right;"><u>Points</u></p>

	<p>(i) Profile and experience of the Firm (at least 4 relevant or equivalent projects in local Government for past two (2) years) Assignment: [15]</p> <p>(ii) Adequacy and quality of the proposed methodology, and work plan in responding to the Terms of Reference (TORs):</p> <p>a) Understanding and Comments on the Terms of Reference [05]</p> <p>b) Technical approach and methodology [25]</p> <p>c) Workplan [15]</p> <p>(iii) Supervisors and Operations Managers qualifications and competence for the Assignment (<i>Attach certificates and CVs</i>):</p> <p>a) Team Leader must possess Masters/Degree in Land Economy\Valuation\Property Management/Real Estate degree [10]</p> <p>b) Team Leader experience (at least 5-10 years relevant experience) [10]</p> <p>c) Staff members must possess Degree/Diploma in Land Economy/Valuation/Property Management/Real Estate/Finance/Economics from reputable institutions and relevant experience) [05]</p> <p>iv) Availability of Resources Availability of resources required for tender as per Independently Reviewed financials and/or proof of source of funds to finance the tender. [10]</p> <p>v) Demonstration and understanding of SHERQ (Safety Health Environment Risk Quality) standards. [05]</p> <p>Total points for the three criteria: 100</p> <p>.....</p>
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	<p>The minimum technical score (St) required to pass is: 70%.</p> <p><i>The firm that scores above 70% qualifies for the financial Evaluation.</i></p>
<p>23.1</p>	<p>An online option of the opening of the Financial Proposals shall not be offered.</p>
<p>27.1 (QCBS only)</p>	<p>The lowest evaluated Financial Proposal (Fm) is given the maximum financial score (Sf) of 100.</p> <p>The formula for determining the financial scores (Sf) of all other Proposals is calculated as following:</p> <p>Sf = 100 x Fm/ F, in which “Sf” is the financial score, “Fm” is the lowest price, and “F” the price of the proposal under consideration.</p> <p>The weights given to the Technical (T) and Financial (P) Proposals are:</p> <p>T = _____ [0.7], and</p> <p>P = _____ [0.3]</p> <p>Proposals are ranked according to their combined technical (St) and financial (Sf) scores using the weights (T = the weight given to the Technical Proposal; P = the weight given to the Financial Proposal; T + P = 1) as following: $S = St \times T\% + Sf \times P\%$.</p>
	<p>D. Negotiations and Award</p>
<p>28.1</p>	<p>Expected date and address for contract negotiations:</p> <p>Date: TBA</p> <p>Address: TBA</p>

30.1	The publication of the contract award information following the completion of the evaluation process will be done as follows: https://www.esppra.co.sz
30.2	Expected date for the commencement of the Services: soon after contract signing <i>at Municipal Council of Manzini</i>
<i>NB: Numbering in the above is informed by section 2, instructions to service provider and data sheet.</i>	

Section 3. Terms of Reference

1.0 BACKGROUND

The Municipal Council of Manzini (MCM) is a public sector entity established in terms of the Urban Government Act No. 8 of 1969. The Municipality's primary mandate is to facilitate the provision of basic municipal services for the citizens of Manzini at community level and managing development within the City through the Urban Government Act, 1969.

The Manzini City is located in the central regions of Eswatini, about 35km Southeast of Mbabane, along the Main Road (MR3), sitting on an area size of about 2,447 hectares, with a night population size of about 28,700 (currently estimated at 40,000) people and day-time population of over 120 000 people.

The organization has an unwavering commitment to serve the people of Manzini and as such has adopted a service centric approach of utilizing good governance, sound judgment and customer centred management to deliver relevant quality services. The Council is guided by its values of being Innovative, Accountability, Integrity and Inclusion. Our values-based approach to business is an important element of both our continued success and our organizational culture.

The municipality has four (4) departments namely, Technical Services, Finance, Corporate Services and Community Services.

2.0 OBJECTIVES OF THE ASSIGNMENT

Preparing the 2025/2026 General Valuation Roll involves several key objectives to ensure the process is effective, transparent, and compliant with regulations. Here are the main objectives:

2.1 Accuracy of Property Valuation

Ensure all properties are accurately assessed based on current market conditions.

Implement thorough data collection methods to verify property details.

2.2 Compliance with Legislation

Adhere to local and national property valuation laws and regulations.

Ensure all processes align with relevant standards and guidelines.

2.3 Transparency and Fairness

Maintain an open process to build trust among property owners and the community. Establish clear criteria for valuation to ensure fairness in assessments.

2.4 Use of Technology

Leverage technology for data collection, analysis, and valuation processes. Implement Geographic Information Systems (GIS) for better spatial analysis of properties.

2.5 Timely Completion

Develop a realistic timeline for the valuation process to ensure the roll is completed on schedule. Monitor progress regularly to address any delays or issues promptly.

These objectives will help guide the preparation of the General Valuation Roll, ensuring it meets the needs of the community while adhering to best practices in property valuation.

3.0 SCOPE OF WORK

- 3.1 The successful Consultants/ Property Valuer shall produce a General Valuation Roll comprising of all immovable property within Manzini Urban Boundaries.
- 3.2 The Property Valuer shall consult the Surveyor General Office for information on approved subdivisions and consolidations. Information about the transfer of current owner shall be obtained from the Registrar of Deeds office.
- 3.3 Property Valuers shall visit all developed properties and take pictures of all properties visited and give clear location of the property on the picture itself.
- 3.4 The service provider is expected to include the Surveyor General's identification number of the properties. No pre-proposal conference will be held but the service provider may obtain clarification from the Town Clerk's office.
- 3.5 The service provider will be expected to appendix a Council KYC form for collection of current property owner information required by Council.

4.0 EXPECTED OUTPUTS

- ✓ **Presentation of data** – The General Valuation Roll must be presented in both hard copies and computerised version with clear serial numbering matching the cadastre as per

surveyor diagram, and Council Financial system data. The computerised version must be in Excel spreadsheet and have the summary of all computations made on the entire Valuation Roll.

- ✓ **Arrangement** - The General Valuation roll shall be prepared to conform to the provisions of Section 24 of the Rating Act of 1995. The Valuation roll shall be arranged in a way that the reader can easily find an individually listed property serialim in numerical order, starting with the lowest and gradually build onto the highest number. All pages in the document shall be serially numbered and should provide an index of all townships and a summary of the lots listed on each page.
- ✓ **Registered Owners** - The name of the owner, as registered at the Deeds Office, shall be recorded in the Valuation roll. Unregistered subdivisions shall not make their way to the Valuation roll. Information on the land use zoning (details of which will be provided by the Council) and the actual use description shall also be entered with respect to each plot. For an indicative schedule of township names, abbreviations and land use zoning, service providers are to use the Municipal Council of Manzini Town Planning Scheme of 2013 (Currently under Revision).
- ✓ **Computerised Version** -a computerised version of the General Valuation must be presented in Excel spreadsheet with clear serial number matching the cadastre as per surveyor diagram, Council Financial system data, and must have a summary of the Following:

I. Privately owned Land

- ✓ Developed Residential Properties- Land and Improvement
- ✓ Developed Commercial Properties- Land and Improvement
- ✓ Undeveloped Properties – Residential and Commercial
- ✓ Developed and undeveloped - Urban Farmland

II. Government Properties - Developed Land, Improvements and Vacant Land

III. Exempt Properties – Land and Improvements

IV. Preparation of Section 17 Notices (Draft Valuation Notices to Property owners)

- ✓ The successful service provider shall prepare, on behalf of the Council, all draft valuation notices required under section 17 of the Rating Act of 1995 and place them in unsealed and addressed envelopes (without postage stamps). Where an individual organization or person owns a number of properties, the said notice shall be sent in a single package containing notices of all of the properties owned by that person or organization. The Council will provide a pro forma for the notice at the commencement of the contract. All statutory advertisement costs shall be carried by the consultant.

V. Completion of Work Papers

- ✓ The Consultant shall prepare a field sheet for each property and submit them to the Council on completion of the assignment.
- ✓ The sheet should be placed in loose ring binders and indexed in a manner consistent with the Valuation roll. The field data sheet must further have on it the signature and full names of the owner or occupier of a developed or improved property who was present when the inspection was done

4.1 Summaries

The Valuation Roll must contain a summary of both government and private rateable and non-rateable immovable properties as well as a summary of the following land use zones. The consultant must use our 2013 Town Planning scheme (Under review) and consult with our Community Services department for any rezoned properties.

- ✓ Primary Central Business District (C1)
- ✓ Secondary General Business District (C2)
- ✓ Neighbourhood Service Centre (C3)
- ✓ Service Industrial Districts (I-1)
- ✓ Light Industrial District (I-2)
- ✓ Low Density Residential (R-1)
- ✓ Medium Density Residential (R-2)
- ✓ High Density Residential A (R-3A)
- ✓ High Density Residential B (R-3B)
- ✓ High Density Residential Upgrading (R-3U)

- ✓ High Density High Rise Residential (R-4)
- ✓ Agricultural Residential Districts (AR)
- ✓ Public Facility Districts (PF)
- ✓ Active Open Space Areas (O-1)
- ✓ Public Open Spaces (O-2)
- ✓ Public Open Spaces (O-3)
- ✓ Utility Service Districts (US)

4.2 Data sheet

The Council intends to use the General Valuation roll information as a basis for calculating rates bills for the 2026/2027 Financial Year and subsequent years subject to updated information from General Valuations for affected properties. The Consultant shall provide a detailed time timetable for carrying out this assignment and how they propose dealing with the following activities, though not limited to these ones assuming the commencement date of the assignment is 01 April 2025. It is the intention of the Council that the whole assignment should be completed by 28th February 2026.

- ✓ Consultant briefed by the Municipal Council of Manzini Management.
- ✓ Consultant provides a schedule setting out the times for visits to Townships;
- ✓ Issuance of inspection permits to the Consultant per Section 14 of the Rating Act of 1995;
- ✓ Consultant provides a list of all postal addresses of property owners in the new urban areas;
- ✓ Consultant delivers the draft Valuation Roll to Council.
- ✓ Review of the Draft General Valuation Roll by the Council (maximum of 30 days);
- ✓ Submission of amendments to draft roll.
- ✓ Submission of Section 17 notices to the Municipal Council ready for posting to property owners.
- ✓ Gazette Notice prepared and submitted by the Council
- ✓ Team Leader's attendance of Valuation Court hearings (within 60 days of Gazette notice).
- ✓ Revision of roll pursuant to court rulings.
- ✓ Certification of the General Valuation Roll.
- ✓ Submission of working papers to the Municipal Council

4.3 Service Provider Equipment Requirements;

The valuer must ensure that they prepare the following gadgets for the exercise.

4.3.1 Computing Equipment

Laptop or Desktop Computer: Reliable device with sufficient processing power and RAM. Dual

Monitors: For enhanced productivity and multitasking capabilities.

4.3.2 Software Requirements

Valuation Software: Specialized programs for property appraisal (e.g., Argus, CoStar).

Spreadsheet Software: For data analysis and report generation (e.g., Microsoft Excel). GIS

Software: Geographic Information Systems for mapping and spatial analysis (e.g., ArcGIS).

4.3.3 Data Collection Tools

Digital Cameras: High-quality cameras for property images and documentation. Measuring

Devices: Laser measuring tools for accurate property dimensions. Drones (if applicable): For aerial assessments of large properties or difficult to access areas.

4.3.4 Communication Tools

Mobile Phone: For communication with clients and stakeholders. Collaboration Software: Tools for communication and project management (e.g., Microsoft Teams, Slack).

4.3.5 Documentation Tools

For field data collection and notetaking. Portable Printers: For onsite document printing if required.

4.3.6 Transportation Equipment

Vehicle: Reliable transportation for site visits and property inspections.

4.3.7 Personal Protective Clothing for site safety

4.3.8 Identification: Name tag with Valuer and Council Logos, Letter of entry with Council Logo signed by the CEO

5.0 Team Composition & Qualification Requirements for the Key Experts

- ✓ Team Leader Qualifications must possess Masters/Degree in Land Economy\Valuation\Property Management/Real Estate or any other related field from reputable institutions and relevant experience)
- ✓ Staff members Qualifications must possess Degree/Diploma Land Economy\Valuation\Property Management\Real Estate/Finance/Economics or any other related field from reputable institutions and relevant experience)

6.0 Reporting Requirements and Time Schedule for Deliverables

- a) Consultant delivers the 1st draft Valuation Roll to Council
- b) Review of the Draft General Valuation Roll by the Council
- c) Submission of amendments and 2nd draft Valuation Roll to Council
- d) Submission of Section 17 notices to the Municipal Council ready for posting to property owners
- e) Gazette Notice prepared and submitted by the Council
- f) Consultant's (Team Leader) attendance of Valuation Court hearings
- g) Revision of roll pursuant to court rulings and final draft submission
- h) Certification of the final draft General Valuation Roll
- i) Submission of working papers to the Municipal Council

Tender-Securing Declaration

Date: *[insert date] of Tender Submission*

ONT No.: *[insert number of Tendering process]*

Alternative No.: *[insert identification No if this is a Tender for an alternative]*

To: Municipal Council of Manzini

We, the undersigned, declare that:

1. We understand that, according to your conditions, Tenders must be supported by a Tender-Securing Declaration.
2. We accept that we will automatically be suspended from being eligible for Tendering in any contract with the Municipal Council of Manzini for the period of time of **One (1) year starting on 17th October 2024**, if we are in breach of our obligation(s) under the Tender conditions, because we:
 - (a) have withdrawn our Tender during the period of Tender validity specified by us in the Tendering Data Sheet; or
 - (b) having been notified of the acceptance of our Tender by the Procuring Entity during the period of Tender validity, (i) fail or refuse to execute the Contract, if required, or (ii) fail or refuse to furnish the Performance Security, in accordance with the ITT.
3. We understand this Tender Securing Declaration shall expire if we are not the successful Tenderer, upon the earlier of (i) our receipt of a copy of your notification of the name of the successful Tenderer; or (ii) twenty-eight days after the expiration of our Tender.
4. We understand that if we are a Joint Venture, the Tender Securing Declaration must be in the name of the Joint Venture that submits the Tender. If the Joint Venture has not been legally constituted at the time of Tendering, the Tender Securing Declaration shall be in the names of all future partners as named in the letter of intent.

Signed: *[insert signature of person whose name and capacity are shown]* In the capacity of *[insert legal capacity of person signing the Tender Securing Declaration]*

Name: *[insert complete name of person signing the Tender Securing Declaration]*

Duly authorized to sign the Tender for and on behalf of: *[insert complete name of Tenderer]*

Dated on _____ day of _____, _____ *[insert date of signing]*

DECLARATION OF ELIGIBILITY FORM

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

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

To:

THE CHIEF EXECUTIVE OFFICER

MUNICIPAL COUNCIL OF MANZINI

P.O.BOX 418

NKOSELUHLAZA STREET

MANZINI

Dear Madam,

Re: TENDER NO: MCMz112 of 2024/2025 – GENERAL EVALUATION ROLL

I/We hereby declare that: -

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

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

Sincerely yours,

Signed

Authorized Representative

Date

Section 4. Technical Proposal – Standard Forms

CHECKLIST OF REQUIRED FORMS

All pages of the original Technical and Financial Proposal shall be initialed by the same

Required for FTP or STP (v)		FORM	DESCRIPTION	Page Limit
FTP	STP			
v	v	TECH-1	Technical Proposal Submission Form.	
“v” If applicable		TECH-1 Attachment	If the Proposal is submitted by a joint venture, attach a letter of intent or a copy of an existing agreement.	
“v” If applicable		Power of Attorney	No pre-set format/form. In the case of a Joint Venture, several are required: a power of attorney for the authorized representative of each JV member, and a power of attorney for the representative of the lead member to represent all JV members	
v		TECH-2	Service provider’s Organization and Experience.	
v		TECH-2A	A. Service provider’s Organization	
v		TECH-2B	B. Service provider’s Experience	
v		TECH-3	Comments or Suggestions on the Terms of Reference and on Counterpart Staff and Facilities to be provided by the Municipal Council of Manzini.	
v		TECH-3A	A. On the Terms of Reference	
v		TECH-3B	B. On the Counterpart Staff and Facilities	
v	v	TECH-4	Description of the Approach, Methodology, and Work Plan for Performing the Assignment	
v	v	TECH-5	Work Schedule and Planning for Deliverables	
v	v	TECH-6	Team Composition, Key Experts Inputs, and attached Curriculum Vitae (CV)	

authorized representative of the Service provider who signs the Proposal.

FORM TECH-1

TECHNICAL PROPOSAL SUBMISSION FORM

{Location, Date}

To: Municipal Council of Manzini
P O Box 419
Manzini

Dear Sirs:

We, the undersigned, offer to provide the services for **General Evaluation Roll** in accordance with your Request for Proposals dated *[Insert Date]* and our Proposal. *[Select appropriate wording depending on the selection method stated in the RFP: “We are hereby submitting our Proposal, which includes this Technical Proposal and a Financial Proposal sealed in a separate envelope” or, if only a Technical Proposal is invited “We hereby are submitting our Proposal, which includes this Technical Proposal only in a sealed envelope.”]*

{If the Service provider is a joint venture, insert the following: We are submitting our Proposal a joint venture with: {Insert a list with full name and the legal address of each member, and indicate the lead member}. We have attached a copy {insert: “of our letter of intent to form a joint venture” or, if a JV is already formed, “of the JV agreement”} signed by every participating member, which details the likely legal structure of and the confirmation of joint and severable liability of the members of the said joint venture.

{OR

If the Service provider's Proposal includes Sub-service providers, insert the following: We are submitting our Proposal with the following firms as Sub-service providers: {Insert a list with full name and address of each Sub-service provider.}

We hereby declare that:

- (a) All the information and statements made in this Proposal are true and we accept that any misinterpretation or misrepresentation contained in this Proposal may lead to our disqualification by the Municipal Council of Manzini and/or may be sanctioned by ESPPRA.
 - (b) Our Proposal shall be valid and remain binding upon us for the period of time specified in the Data Sheet, Clause 12.1.
 - (c) We have no conflict of interest in accordance with ITC 3.
 - (d) We meet the eligibility requirements as stated in ITC 6, and we confirm our understanding of our obligation to abide by the Public Procurement Act in regard to corrupt and fraudulent practices as per ITC 5.
- e) I/We, [Bidder Name], hereby declare and undertake that:
- I/We have carefully read and understood all the terms, conditions, and specifications of the tender document.
 - I/We agree to abide by all the terms and conditions set forth in the tender document and any additional conditions that may be communicated to us during the tender process.
 - I/We certify that all information provided in our bid is true, accurate, and complete to the best of our knowledge.
 - I/We have the necessary expertise, resources, and financial capacity to fulfill the requirements of the tender if awarded the contract.
 - I/We will comply with all applicable laws, regulations, and standards in the performance of the contract.

- I/We understand that any false statements or misrepresentations made in our bid may result in disqualification or termination of the contract.
- I/We commit to providing the goods/services in accordance with the specifications and within the specified timeframe.
- I/We understand that the award of the contract is at the discretion of the tendering authority and that no reasons need to be given for the rejection of our bid.

(f) Except as stated in the Data Sheet, Clause 12.1, we undertake to negotiate a Contract on the basis of the proposed Key Experts. We accept that the substitution of Key Experts for reasons other than those stated in ITC Clause 12 and ITC Clause 28.4 may lead to the termination of Contract negotiations.

(g) Our Proposal is binding upon us and subject to any modifications resulting from the Contract negotiations.

We undertake, if our Proposal is accepted and the Contract is signed, to initiate the Services related to the assignment no later than the date indicated in Clause 30.2 of the Data Sheet.

We understand that the Municipal Council of Manzini is not bound to accept any Proposal that the Municipal Council of Manzini receives.

We remain,

Yours sincerely,

Authorized Signature {In full and initials}: _____

Name and Title of Signatory: _____

Name of Service provider (company's name or JV's name):

In the capacity of: _____

Address: _____

Contact information (phone and e-mail): _____

{For a joint venture, either all members shall sign or only the lead member, in which case the power of attorney to sign on behalf of all members shall be attached}.

FORM TECH-2 (FOR FULL TECHNICAL PROPOSAL ONLY)

SERVICE PROVIDER’S ORGANIZATION AND EXPERIENCE

Form TECH-2: a brief description of the Service provider’s organization and an outline of the recent experience of the Service provider that is most relevant to the assignment. In the case of a joint venture, information on similar assignments shall be provided for each partner. For each assignment, the outline should indicate the names of the Service provider’s Key Experts and Sub-service providers who participated, the duration of the assignment, the contract amount (total and, if it was done in a form of a joint venture or a sub-consultancy, the amount paid to the Service provider), and the Service provider’s role/involvement.

A - Service provider’s Organization

1. Provide here a brief description of the background and organization of your company, and – in case of a joint venture – of each member for this assignment.

B - Service provider’s Experience

1. List only previous similar assignments successfully completed in the last 5 years.
2. List only those assignments for which the Service provider was legally contracted by the Municipal Council of Manzini as a company or was one of the joint venture partners. Assignments completed by the Service provider’s individual experts working privately or through other consulting firms cannot be claimed as the relevant experience of the Service provider, or that of the Service provider’s partners or sub-service providers, but can be claimed by the Experts themselves in their CVs. The Service provider should be prepared to substantiate the claimed experience by presenting copies of relevant documents and references if so requested by the Municipal Council of Manzini.

Section 3. Technical Proposal – Standard Forms

Duration	Assignment name/& brief description of main deliverables/outputs	Name of Municipal Council of Manzini & Country of Assignment	Approx. Contract value (in SZL/ Amount paid to your firm)	Role on the Assignment
{e.g., Jan.2009–Apr.2010}	{e.g., “Improvement quality of.....”: designed master plan for rationalization of; }	{e.g., Ministry of, country }	{e.g., SZL1 mil/SZL0.5 mil }	{e.g., Lead partner in a JV A&B&C }
{e.g., Jan-May 2011 }	{e.g., “Support to sub-national government.....” : drafted secondary level regulations on..... }	{e.g., municipality of....., country }	{e.g., SZL0.2 mil/SZL0.2 mil }	{e.g., sole Service provider }

FORM TECH-3 (FOR FULL TECHNICAL PROPOSAL)

**COMMENTS AND SUGGESTIONS ON THE TERMS OF REFERENCE, COUNTERPART
STAFF, AND FACILITIES TO BE PROVIDED BY THE MUNICIPAL COUNCIL OF
MANZINI**

Form TECH-3: comments and suggestions on the Terms of Reference that could improve the quality/effectiveness of the assignment; and on requirements for counterpart staff and facilities, which are provided by the Municipal Council of Manzini, including: administrative support, office space, local transportation, equipment, data, etc.

A - On the Terms of Reference

{improvements to the Terms of Reference, if any}

B - On Counterpart Staff and Facilities

{comments on counterpart staff and facilities to be provided by the Municipal Council of Manzini. For example, administrative support, office space, local transportation, equipment, data, background reports, etc., if any}

FORM TECH-4 (FOR FULL TECHNICAL PROPOSAL ONLY)

DESCRIPTION OF APPROACH, METHODOLOGY, AND WORK PLAN IN RESPONDING TO THE TERMS OF REFERENCE

Form TECH-4: a description of the approach, methodology and work plan for performing the assignment, including a detailed description of the proposed methodology and staffing for training, if the Terms of Reference specify training as a specific component of the assignment.

{Suggested structure of your Technical Proposal (in FTP format):

- a) Technical Approach and Methodology
- b) Work Plan
- c) Organization and Staffing }

- a) **Technical Approach and Methodology.** {Please explain your understanding of the objectives of the assignment as outlined in the Terms of Reference (TORs), the technical approach, and the methodology you would adopt for implementing the tasks to deliver the expected output(s), and the degree of detail of such output. Please do not repeat/copy the TORs in here.}

- b) **Work Plan.** {Please outline the plan for the implementation of the main activities/tasks of the assignment, their content and duration, phasing and interrelations, milestones (including interim approvals by the Municipal Council of Manzini), and tentative delivery dates of the reports. The proposed work plan should be consistent with the technical approach and methodology, showing your understanding of the TOR and ability to translate them into a feasible working plan. A list of the final documents (including reports) to be delivered as final output(s) should be included here. The work plan should be consistent with the Work Schedule Form. }

- c) **Organization and Staffing.** {Please describe the structure and composition of your team, including the list of the Key Experts, Non-Key Experts and relevant technical and administrative support staff.}

n													

- 1 List the deliverables with the breakdown for activities required to produce them and other benchmarks such as the Municipal Council of Manzini’s approvals.
For phased assignments, indicate the activities, delivery of reports, and benchmarks separately for each phase.
- 2 Duration of activities shall be indicated in a form of a bar chart.
3. Include a legend, if necessary, to help read the chart.

FORM TECH-6
(CONTINUED)

CURRICULUM VITAE (CV)

Position Title and No.	{e.g., K-1, TEAM LEADER}
Name of Expert:	{Insert full name}
Date of Birth:	{day/month/year}
Country of Citizenship/Residence	

Education: {List college/university or other specialized education, giving names of educational institutions, dates attended, degree(s)/diploma(s) obtained}

Employment record relevant to the assignment: {Starting with present position, list in reverse order. Please provide dates, name of employing organization, titles of positions held, types of activities performed and location of the assignment, and contact information of previous Municipal Council of Manzini’s and employing organization(s) who can be contacted for references. Past employment that is not relevant to the assignment does not need to be included.}

Period	Employing organization and your title/position. Contact information for references	Country	Summary of activities performed relevant to the Assignment
[e.g., May 2005-present]	[e.g., Ministry of, advisor/service provider to...]		

	For references: Tel...../e-mail.....; Mr. Hbbbb, deputy minister]		

Membership in Professional Associations and Publications:

Language Skills (indicate only languages in which you can work):

Adequacy for the Assignment:

Detailed Tasks Assigned on Service provider’s Team of Experts:	Reference to Prior Work/Assignments that Best Illustrates Capability to Handle the Assigned Tasks
{List all deliverables/tasks as in TECH- 5 in which the Expert will be involved)	

Experts contact information: (e-mail, phone.....)

Certification:

I, the undersigned, certify that to the best of my knowledge and belief, this CV correctly describes myself, my qualifications, and my experience, and I am available to undertake the assignment in case of an award. I understand that any misstatement or misrepresentation described herein may lead to my disqualification or dismissal by the Municipal Council of Manzini, and/or sanctions by ESPPRA.

{ day/month/year }

Name of Expert

Signature

Date

{ day/month/year }

Name of authorized

Signature

Date

Representative of the Service provider

(the same who signs the Proposal)

Section 5. Financial Proposal - Standard Forms

Financial Proposal Standard Forms shall be used for the preparation of the Financial Proposal according to the instructions provided in Section 2.

FIN-1 Financial Proposal Submission Form

FIN-2 Summary of Costs

FORM FIN-1
FINANCIAL PROPOSAL SUBMISSION FORM

{Location, Date}

To: **Municipal Council of Manzini**
P O Box 419
Manzini

Dear Sirs:

We, the undersigned, offer to provide the consulting services for [Insert title of assignment] in accordance with your Request for Proposal dated [Insert Date] and our Technical Proposal.

Our attached Financial Proposal is for the amount of {Indicate the corresponding to the amount(s) currency(ies)} {Insert amount(s) in words and figures}, [Insert “including” or “excluding”] of all indirect local taxes in accordance with Clause 25.1 in the Data Sheet. The estimated amount of local indirect taxes is {Insert currency} {Insert amount in words and figures} which shall be confirmed or adjusted, if needed, during negotiations. {Please note that all amounts shall be the same as in Form FIN-2}.

Our Financial Proposal shall be binding upon us subject to the modifications resulting from Contract negotiations, up to expiration of the validity period of the Proposal, i.e. before the date indicated in Clause 12.1 of the Data Sheet.

Commissions and gratuities paid or to be paid by us to an agent or any third party relating to preparation or submission of this Proposal and Contract execution, paid if we are awarded the Contract, are listed below:

Name and Address of Agents	Amount and Currency	Purpose of Commission or Gratuity
_____	_____	_____
_____	_____	_____

{If no payments are made or promised, add the following statement: “No commissions or gratuities have been or are to be paid by us to agents or any third party relating to this Proposal and Contract execution.”}

We understand you are not bound to accept any Proposal you receive.

We remain,

Yours sincerely,

Authorized Signature {In full and initials}: _____

Name and Title of Signatory: _____

In the capacity of: _____

Address: _____

E-mail: _____

{For a joint venture, either all members shall sign or only the lead member/service provider, in which case the power of attorney to sign on behalf of all members shall be attached}

FORM FIN-2 SUMMARY OF COSTS

Item	Cost			
	{Service provider must state the proposed Costs in accordance with Clause 16.4 of the Data Sheet ; delete columns which are not used}			
	<i>{Insert Foreign Currency # 1}</i>	<i>{Insert Foreign Currency # 2, if used}</i>	<i>{Insert Foreign Currency # 3, if used}</i>	<i>{Insert Local Currency, if used}</i>
Cost of the Financial Proposal				
Including:				
(1) Remuneration				
(2) Reimbursables				
<u>Total Cost of the Financial Proposal:</u> {Should match the amount in Form FIN-1}				
Indirect Local Tax Estimates – to be discussed and finalized at the negotiations if the Contract is awarded				
(i) {insert type of tax: e.g., VAT or sales tax}				
(ii) {e.g., income tax on non-resident experts}				
(iii) {insert type of tax}				
<u>Total Estimate for Indirect Local Tax:</u>				

Footnote: Payments will be made in the currency(ies) expressed above (Reference to ITC 16.4). Please take note; Court sitting are paid as per Government gazette/scale.

Section 6. Corrupt and Fraudulent Practice

“Fraud and Corruption

1.23 Section 60, 61 and 62 of the Public Procurement Act, 2011, require that Procuring Entities (including beneficiaries of Government funds), service providers, and their agents (whether declared or not), sub-contractors, sub-service providers, service providers, or suppliers, and any personnel thereof, observe the highest standard of ethics during the selection and execution of Government-financed contracts [footnote: In this context, any action taken by a service provider or any of its personnel, or its agents, or its sub-service providers, sub-contractors, services providers, suppliers, and/or their employees, to influence the selection process or contract execution for undue advantage is improper.]. In pursuance of this policy, the Act:

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

- (i) “corrupt practice” is the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party¹;
- (ii) “fraudulent practice” is any act or omission, including misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain financial or other benefit or to avoid an obligation²;
- (iii) “collusive practices” is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party³;

¹ For the purpose of this sub-paragraph, “another party” refers to a public officer acting in relation to the selection process or contract execution. In this context “public officer” means any officer employed in the public service including in procuring entities, requesting entities, the Agency and the Tender Boards.

² For the purpose of this sub-paragraph, “party” refers to a public officer; the terms “benefit” and “obligation” relate to the selection process or contract execution; and the “act or omission” is intended to influence the selection process or contract execution.

³ For the purpose of this sub-paragraph, “parties” refers to participants in the procurement or selection process (including public officers) attempting either themselves, or through another person or entity not participating in

- (iv) “coercive practices” is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party⁴;
- (v) “obstructive practice” is
 - (aa) deliberately destroying, falsifying, altering, or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede a Government investigation into allegations of a corrupt, fraudulent, coercive, or collusive practice; and/or threatening, harassing, or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation, or
 - (bb) acts intended to materially impede the exercise of the Government’s inspection and audit rights;
- (b) will reject a proposal for award if it determines that the service provider recommended for award or any of its personnel, or its agents, or its sub-service providers, sub-contractors, services providers, suppliers, and/or their employees, has, directly or indirectly, engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices in competing for the contract in question;
- (c) will declare misprocurement and cancel the portion of the funds allocated to a contract if it determines at any time that representatives of the Municipal Council of Manzini or of a recipient of any part of the proceeds were engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices during the selection process or the implementation of the contract in question, without the Municipal Council of Manzini having taken timely and appropriate action satisfactory to the Government to address such practices when they

the procurement or selection process, to simulate competition or to establish prices at artificial, non-competitive levels, or are privy to each other’s bid prices or other conditions.

⁴ For the purpose of this sub-paragraph, “party” refers to a participant in the selection process or contract execution.

occur, including by failing to inform the Government in a timely manner they knew of the practices;

(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 nominated⁵ sub-service provider, supplier, or service provider of an otherwise eligible firm being awarded a Government-financed contract.

⁵ A nominated sub-service provider, supplier, or service provider is one which has been either (i) included by the service provider in its proposal because it brings specific and critical experience and know-how that are accounted for in the technical evaluation of the service provider's proposal for the particular services; or (ii) appointed by the Borrower.

I. General Conditions of Contract

A. GENERAL PROVISIONS

1. Definitions

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

- (a) “Applicable Regulations” means Public Procurement Regulations, 2022.
- (b) “Applicable Law” means the Laws of Eswatini and any other instruments having the force of law in Eswatini, as they may be issued and in force from time to time.
- (c) “Municipal Council of Manzini” means the Municipal Council of Manzini or implementing agency that signs the Contract for the Services with the Selected Service provider.
- (d) “Service provider” means a legally-established professional consulting firm or entity selected by the Municipal Council of Manzini to provide the Services under the signed Contract.
- (e) “Contract” means the legally binding written agreement signed between the Municipal Council of Manzini and the Service provider and which includes all the attached documents listed in its paragraph 1 of the Form of Contract (the General Conditions (GCC)).
- (f) “Day” means a working day unless indicated otherwise.
- (g) “Effective Date” means the date on which this Contract comes into force and effect pursuant to Clause GCC 11.
- (h) “Experts” means, collectively, Key Experts, Non-Key Experts, or any other personnel of the Service provider, Sub-service

provider or JV member(s) assigned by the Service provider to perform the Services or any part thereof under the Contract.

- (i) “Foreign Currency” means any currency other than the currency of Eswatini.
- (j) “GCC” means these General Conditions of Contract.
- (k) “Government” means the government of Eswatini.
- (l) “Joint Venture (JV)” means an association with or without a legal personality distinct from that of its members, of more than one entity where one member has the authority to conduct all businesses for and on behalf of any and all the members of the JV, and where the members of the JV are jointly and severally liable to the Municipal Council of Manzini for the performance of the Contract.
- (m) “Key Expert(s)” means an individual professional whose skills, qualifications, knowledge and experience are critical to the performance of the Services under the Contract and whose Curricula Vitae (CV) was taken into account in the technical evaluation of the Service provider’s proposal.
- (n) “Local Currency” means the currency of Eswatini.
- (o) “Non-Key Expert(s)” means an individual professional provided by the Service provider or its Sub-service provider to perform the Services or any part thereof under the Contract.
- (p) “Party” means the Municipal Council of Manzini or the Service provider, as the case may be, and “Parties” means both of them.

- (q) “Services” means the work to be performed by the Service provider pursuant to this Contract, as described in Appendix A hereto.
- (r) “Sub-service providers” means an entity to whom/which the Service provider subcontracts any part of the Services while remaining solely liable for the execution of the Contract.
- (s) “Third Party” means any person or entity other than the Government, the Municipal Council of Manzini, the Service provider or a Sub-service provider.

2. Relationship between the Parties

2.1. Nothing contained herein shall be construed as establishing a relationship of master and servant or of principal and agent as between the Municipal Council of Manzini and the Service provider. The Service provider, subject to this Contract, has complete charge of the Experts and Sub-service providers, if any, performing the Services and shall be fully responsible for the Services performed by them or on their behalf hereunder.

3. Law Governing Contract

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

4. Language

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

5. Headings

5.1. The headings shall not limit, alter or affect the meaning of this Contract.

6. Communications

6.1. Any communication required or permitted to be given or made pursuant to this Contract shall be in writing in the language specified in Clause GCC 4. 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 communication is addressed,

7. Location

7.1. 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 the Government's country or elsewhere, as the Municipal Council of Manzini may approve.

**8. Authority of
Member in
Charge**

8.1. In case the Service provider is a Joint Venture, the members hereby authorize the member specified in the **GCC** to act on their behalf in exercising all the Service provider's rights and obligations towards the Municipal Council of Manzini under this Contract, including without limitation the receiving of instructions and payments from the Municipal Council of Manzini.

**9. Authorized
Representatives**

9.1. Any action required or permitted to be taken, and any document required or permitted to be executed under this Contract by the Municipal Council of Manzini or the Service provider may be taken or executed by the officials specified in the **GCC**.

**10. Corrupt and
Fraudulent
Practices**

10.1. The Government requires compliance with its policy in regard to corrupt and fraudulent practices as set forth in **Attachment 1** to the **GCC**.

**a. Commissions
and Fees**

10.2. The Municipal Council of Manzini requires the Service provider to disclose any commissions, gratuities or fees that may have been paid or are to be paid to agents or any other party 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 or other party, the amount and currency, and the purpose of the commission, gratuity or fee. Failure to disclose such commissions,

gratuities or fees may result in termination of the Contract by the Municipal Council of Manzini and/or sanctions by ESPPRA.

B. COMMENCEMENT, COMPLETION, MODIFICATION AND TERMINATION OF CONTRACT

- 11. Effectiveness of Contract** 11.1. This Contract shall come into force and effect on the date (the “Effective Date”) after the contract signing of the Municipal Council of Manzini’s notice to the Service provider instructing the Service provider to begin carrying out the Services.
- 12. Termination of Contract for Failure to Become Effective** 12.1. If this Contract has not become effective within such time period after the date of Contract signing, either Party may, by not less than twenty eight (28) days written notice to the other Party, declare this Contract to be null and void, and in the event of such a declaration by either Party, neither Party shall have any claim against the other Party with respect hereto.
- 13. Commencement of Services** 13.1. The Service provider shall confirm availability of Key Experts and begin carrying out the Services not later than the number of days after the Effective Date.
- 14. Expiration of Contract** 14.1. Unless terminated earlier pursuant to Clause GCC 19 hereof, this Contract shall expire at the end of such time period after the Effective Date .
- 15. Entire Agreement** 15.1. This Contract contains all covenants, stipulations and provisions agreed by the Parties. No agent or representative of either Party has authority to make, and the Parties shall not be bound by or be liable for, any statement, representation, promise or agreement not set forth herein.

16. Modifications or Variations

16.1. 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.

16.2. In cases of substantial (20% and above) modifications or variations, the prior written consent of ESPPRA is required.

17. Force Majeure**a. Definition**

17.1. For the purposes of this Contract, “Force Majeure” means an event which is beyond the reasonable control of a Party, is not foreseeable, is unavoidable, and makes a Party’s performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible under the circumstances, and subject to those requirements, includes, but is not limited to, war, riots, civil disorder, earthquake, fire, explosion, storm, flood or other adverse weather conditions, strikes, lockouts or other industrial action confiscation or any other action by Government agencies.

17.2. Force Majeure shall not include (i) any event which is caused by the negligence or intentional action of a Party or such Party’s Experts, Sub-service providers or agents or employees, nor (ii) any event which a diligent Party could reasonably have been expected to both take into account at the time of the conclusion of this Contract, and avoid or overcome in the carrying out of its obligations hereunder.

17.3. Force Majeure shall not include insufficiency of funds or failure to make any payment required hereunder.

b. No Breach of Contract 17.4. The failure of a Party to fulfill any of its obligations hereunder 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 has taken all reasonable precautions, due care and reasonable alternative measures, all with the objective of carrying out the terms and conditions of this Contract.

c. Measures to be Taken 17.5. A Party affected by an event of Force Majeure shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall take all reasonable measures to minimize the consequences of any event of Force Majeure.

17.6. A Party affected by an event of Force Majeure shall notify the other Party of such event as soon as possible, and in any case not later than fourteen (14) calendar days following the occurrence of such event, providing evidence of the nature and cause of such event, and shall similarly give written notice of the restoration of normal conditions as soon as possible.

17.7. 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.

17.8. During the period of their inability to perform the Services as a result of an event of Force Majeure, the Service provider, upon instructions by the Municipal Council of Manzini, shall either:

- (a) demobilize, in which case the Service provider shall be reimbursed for additional costs they reasonably and

necessarily incurred, and, if required by the Municipal Council of Manzini, in reactivating the Services; or

- (b) continue with the Services to the extent reasonably possible, in which case the Service provider shall continue to be paid under the terms of this Contract and be reimbursed for additional costs reasonably and necessarily incurred.

17.9. In the case of disagreement between the Parties as to the existence or extent of Force Majeure, the matter shall be settled according to Clauses GCC 44 & 45.

18. Suspension

18.1. The Municipal Council of Manzini may, by written notice of suspension to the Service provider, suspend all payments to the Service provider hereunder if the Service provider fails to perform any of its obligations under this Contract, including the carrying out of the Services, provided that such notice of suspension (i) shall specify the nature of the failure, and (ii) shall request the Service provider to remedy such failure within a period not exceeding thirty (30) calendar days after receipt by the Service provider of such notice of suspension.

19. Termination

19.1. This Contract may be terminated by either Party as per provisions set up below:

a. By the Municipal Council of Manzini

19.1.1. The Municipal Council of Manzini may terminate this Contract in case of the occurrence of any of the events specified in paragraphs (a) through (f) of this Clause. In such an occurrence the Municipal Council of Manzini shall give at least thirty (30) calendar days' written notice of termination to the Service provider in case of the events referred to in (a) through (d); at least sixty (60) calendar days' written notice in case of the event referred to in (e); and at least five (5) calendar days' written notice in case of the event referred to in (f):

- (a) If the Service provider fails to remedy a failure in the performance of its obligations hereunder, as specified in a notice of suspension pursuant to Clause GCC 18;
- (b) If the Service provider becomes (or, if the Service provider consists of more than one entity, if any of its members becomes) insolvent or bankrupt or enter into any agreements with their creditors for relief of debt or take advantage of any law for the benefit of debtors or go into liquidation or receivership whether compulsory or voluntary;
- (c) If the Service provider fails to comply with any final decision reached as a result of arbitration proceedings pursuant to Clause GCC 45.1;
- (d) If, as the result of Force Majeure, the Service provider is unable to perform a material portion of the Services for a period of not less than sixty (60) calendar days;
- (e) If the Municipal Council of Manzini, in its sole discretion and for any reason whatsoever, decides to terminate this Contract;
- (f) If the Service provider fails to confirm availability of Key Experts as required in Clause GCC 13.

19.1.2. Furthermore, if the Municipal Council of Manzini determines that the Service provider has engaged in corrupt, fraudulent, collusive, coercive or obstructive practices, in competing for or in executing the Contract, then the Municipal Council of Manzini may, after giving fourteen (14) calendar days

written notice to the Service provider, terminate the Service provider's employment under the Contract.

**b. By the
Service
provider**

19.1.3. The Service provider may terminate this Contract, by not less than thirty (30) calendar days' written notice to the Municipal Council of Manzini, in case of the occurrence of any of the events specified in paragraphs (a) through (d) of this Clause.

- (a) If the Municipal Council of Manzini fails to pay any money due to the Service provider pursuant to this Contract and not subject to dispute pursuant to Clause GCC 45.1 within forty-five (45) calendar days after receiving written notice from the Service provider that such payment is overdue.
- (b) If, as the result of Force Majeure, the Service provider is unable to perform a material portion of the Services for a period of not less than sixty (60) calendar days.
- (c) If the Municipal Council of Manzini fails to comply with any final decision reached as a result of arbitration pursuant to Clause GCC 45.1.
- (d) If the Municipal Council of Manzini is in material breach of its obligations pursuant to this Contract and has not remedied the same within forty-five (45) days (or such longer period as the Service provider may have subsequently approved in writing) following the receipt by the Municipal Council of Manzini of the Service provider's notice specifying such breach.

**c. Cessation of
Rights and
Obligations**

19.1.4. Upon termination of this Contract pursuant to Clauses GCC 12 or GCC 19 hereof, or upon expiration of this Contract pursuant to Clause GCC 14, all rights and obligations of the

Parties hereunder shall cease, except (i) such rights and obligations as may have accrued on the date of termination or expiration, (ii) the obligation of confidentiality set forth in Clause GCC 22, (iii) the Service provider's obligation to permit inspection, copying and auditing of their accounts and records set forth in Clause GCC 25, and (iv) any right which a Party may have under the Applicable Law.

d. Cessation of Services

19.1.5. Upon termination of this Contract by notice of either Party to the other pursuant to Clauses GCC 19a or GCC 19b, the Service provider shall, immediately upon dispatch or receipt of such notice, take all necessary steps to bring the Services to a close in a prompt and orderly manner and shall make every reasonable effort to keep expenditures for this purpose to a minimum. With respect to documents prepared by the Service provider and equipment and materials furnished by the Municipal Council of Manzini, the Service provider shall proceed as provided, respectively, by Clauses GCC 27 or GCC 28.

e. Payment upon Termination

19.1.6. Upon termination of this Contract, the Municipal Council of Manzini shall make the following payments to the Service provider:

- (a) payment for Services satisfactorily performed prior to the effective date of termination; and
- (b) in the case of termination pursuant to paragraphs (d) and (e) of Clause GCC 19.1.1, reimbursement of any reasonable cost incidental to the prompt and orderly termination of this Contract, including the cost of the return travel of the Experts.

C. OBLIGATIONS OF THE SERVICE PROVIDER

20. General

- a. Standard of Performance**
- 20.1 The Service provider shall perform the Services and carry out the Services 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 Service provider shall always act, in respect of any matter relating to this Contract or to the Services, as a faithful adviser to the Municipal Council of Manzini, and shall at all times support and safeguard the Municipal Council of Manzini's legitimate interests in any dealings with the third parties.
- 20.2 The Service provider shall employ and provide such qualified and experienced Experts and Sub-service providers as are required to carry out the Services.
- 20.3 The Service provider may subcontract part of the Services to an extent and with such Key Experts and Sub-service providers as may be approved in advance by the Municipal Council of Manzini. Notwithstanding such approval, the Service provider shall retain full responsibility for the Services.
- b. Law Applicable to Services**
- 20.4 The Service provider shall perform the Services in accordance with the Contract and the Applicable Law and shall take all practicable steps to ensure that any of its Experts and Sub-service providers, comply with the Applicable Law.
- 20.5 Throughout the execution of the Contract, the Service provider shall comply with the import of goods and services prohibitions in Eswatini when

- (a) as a matter of law or official regulations, the Government prohibits commercial relations with that country; or
- (b) by an act of compliance with a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations, the Government prohibits any import of goods from that country or any payments to any country, person, or entity in that country.

20.6. The Municipal Council of Manzini shall notify the Service provider in writing of relevant local customs, and the Service provider shall, after such notification, respect such customs.

21. Conflict of Interests

21.1. The Service provider shall hold the Municipal Council of Manzini's interests paramount, without any consideration for future work, and strictly avoid conflict with other assignments or their own corporate interests.

a. Service provider Not to Benefit from Commissions, Discounts, etc.

21.1.1 The payment of the Service provider pursuant to GCC F (Clauses GCC 38 through 42) shall constitute the Service provider's only payment in connection with this Contract and, subject to Clause GCC 21.1.3, the Service provider shall not accept for its own benefit any trade commission, discount or similar payment in connection with activities pursuant to this Contract or in the discharge of its obligations hereunder, and the Service provider shall use its best efforts to ensure that any Sub-service providers, as well as the Experts and agents of either of them, similarly shall not receive any such additional payment.

21.1.2 Furthermore, if the Service provider, as part of the Services, has the responsibility of advising the Municipal Council of Manzini on the procurement of goods, works or services, the Service provider shall comply with the Applicable Regulations,

and shall at all times exercise such responsibility in the best interest of the Municipal Council of Manzini. Any discounts or commissions obtained by the Service provider in the exercise of such procurement responsibility shall be for the account of the Municipal Council of Manzini.

b. Service provider and Affiliates Not to Engage in Certain Activities

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

c. Prohibition of Conflicting Activities

21.1.4 The Service provider shall not engage, and shall cause its Experts as well as its Sub-service providers not to engage, either directly or indirectly, in any business or professional activities that would conflict with the activities assigned to them under this Contract.

d. Strict Duty to Disclose Conflicting Activities

21.1.5 The Service provider has an obligation and shall ensure that its Experts and Sub-service providers shall have an obligation to disclose any situation of actual or potential conflict that impacts their capacity to serve the best interest of their Municipal Council of Manzini, or that may reasonably be perceived as having this effect. Failure to disclose said situations may lead to the disqualification of the Service provider or the termination of its Contract.

22. Confidentiality

22.1 Except with the prior written consent of the Municipal Council of Manzini, the Service provider and the Experts shall not at any time communicate to any person or entity any confidential

information acquired in the course of the Services, nor shall the Service provider and the Experts make public the recommendations formulated in the course of, or as a result of, the Services.

23. Liability of the Service provider

23.1 Subject to additional provisions, if any, the Service provider's liability under this Contract shall be provided by the Applicable Law.

24. Insurance to be Taken out by the Service provider

24.1 The Service provider (i) shall take out and maintain, and shall cause any Sub-service providers to take out and maintain, at its (or the Sub-service providers', as the case may be) own cost but on terms and conditions approved by the Municipal Council of Manzini, insurance against the risks, and (ii) at the Municipal Council of Manzini's request, shall provide evidence to the Municipal Council of Manzini showing that such insurance has been taken out and maintained and that the current premiums therefore have been paid. The Service provider shall ensure that such insurance is in place prior to commencing the Services as stated in Clause GCC 13.

25. Accounting, Inspection and Auditing

25.1 The Service provider shall keep, and shall make all reasonable efforts to cause its Sub-service providers to keep, accurate and systematic accounts and records in respect of the Services and in such form and detail as will clearly identify relevant time changes and costs.

25.2 The Service provider shall permit and shall cause its Sub-service providers to permit, the Government and/or persons appointed by the Government to inspect the Site and/or all accounts and records relating to the performance of the Contract and the submission of the Proposal to provide the Services, and to have such accounts and records audited by auditors appointed by the Government if requested by the Government. The Service provider's attention is drawn to Clause GCC 10 which provides, inter alia, that acts intended to materially impede the exercise of the Government's inspection and audit rights provided for under this Clause GCC25.2 constitute a

prohibited practice subject to contract termination (as well as to a determination of ineligibility under ESPPRA's prevailing sanctions procedures.)

**26. Reporting
Obligations**

26.1 The Service provider shall submit to the Municipal Council of Manzini the reports and documents specified in **Appendix A**, in the form, in the numbers and within the time periods set forth in the said Appendix.

**27. Proprietary Rights
of the Municipal
Council of Manzini
in Reports and
Records**

27.1 All reports and relevant data and information such as maps, diagrams, plans, databases, other documents and software, supporting records or material compiled or prepared by the Service provider for the Municipal Council of Manzini in the course of the Services shall be confidential and become and remain the absolute property of the Municipal Council of Manzini. The Service provider shall, not later than upon termination or expiration of this Contract, deliver all such documents to the Municipal Council of Manzini, together with a detailed inventory thereof. The Service provider may retain a copy of such documents, data and/or software but shall not use the same for purposes unrelated to this Contract without prior written approval of the Municipal Council of Manzini.

27.2 If license agreements are necessary or appropriate between the Service provider and third parties for purposes of development of the plans, drawings, specifications, designs, databases, other documents and software, the Service provider shall obtain the Municipal Council of Manzini's prior written approval to such agreements, and the Municipal Council of Manzini shall be entitled at its discretion to require recovering the expenses related to the development of the program(s) concerned.

**28. Equipment,
Vehicles and
Materials**

28.1 Equipment, vehicles and materials made available to the Service provider by the Municipal Council of Manzini, or purchased by the Service provider wholly or partly with funds provided by the Municipal Council of Manzini, shall be the property of the Municipal Council of Manzini and shall be marked accordingly. Upon termination or expiration of this Contract, the Service provider shall make available to the Municipal Council of Manzini an inventory of such equipment, vehicles and materials and shall dispose of such equipment, vehicles and materials in accordance with the Municipal Council of Manzini's instructions. While in possession of such equipment, vehicles and materials, the Service provider, unless otherwise instructed by the Municipal Council of Manzini in writing, shall insure them at the expense of the Municipal Council of Manzini in an amount equal to their full replacement value.

28.2 Any equipment or materials brought by the Service provider or its Experts into Eswatini for the use either for the project or personal use shall remain the property of the Service provider or the Experts concerned, as applicable.

D. SERVICE PROVIDER'S EXPERTS AND SUB-SERVICE PROVIDERS**29. Description of Key
Experts**

29.1 The title, agreed job description, minimum qualification and estimated period of engagement to carry out the Services of each of the Service provider's Key Experts are described in **Appendix B**.

**30. Replacement of Key
Experts**

30.1 Except as the Municipal Council of Manzini may otherwise agree in writing, no changes shall be made in the Key Experts.

30.2 Notwithstanding the above, the substitution of Key Experts during Contract execution may be considered only based on the Service provider's written request and due to circumstances outside

the reasonable control of the Service provider, including but not limited to death or medical incapacity. In such case, the Service provider shall forthwith provide as a replacement, a person of equivalent or better qualifications and experience, and at the same rate of remuneration.

**31. Removal of Experts
or Sub-service
providers**

31.1 If the Municipal Council of Manzini finds that any of the Experts or Sub-service provider has committed serious misconduct or has been charged with having committed a criminal action, or shall the Municipal Council of Manzini determine that Service provider's Expert or Sub-service provider have engaged in corrupt, fraudulent, collusive, coercive or obstructive practice while performing the Services, the Service provider shall, at the Municipal Council of Manzini's written request, provide a replacement.

31.2 In the event that any of Key Experts, Non-Key Experts or Sub-service providers is found by the Municipal Council of Manzini to be incompetent or incapable in discharging assigned duties, the Municipal Council of Manzini, specifying the grounds therefore, may request the Service provider to provide a replacement.

31.3 Any replacement of the removed Experts or Sub-service providers shall possess better qualifications and experience and shall be acceptable to the Municipal Council of Manzini.

31.4 The Service provider shall bear all costs arising out of or incidental to any removal and/or replacement of such Experts.

E. OBLIGATIONS OF THE MUNICIPAL COUNCIL OF MANZINI

**32. Assistance and
Exemptions**

32.1 The Municipal Council of Manzini shall use its best efforts to:

- (a) Assist the Service provider with obtaining work permits and such other documents as shall be necessary to enable the Service provider to perform the Services.
- (b) Assist the Service provider with promptly obtaining, for the Experts and, if appropriate, their eligible dependents, all necessary entry and exit visas, residence permits, exchange permits and any other documents required for their stay in the Municipal Council of Manzini's country while carrying out the Services under the Contract.
- (c) Facilitate prompt clearance through customs of any property required for the Services and of the personal effects of the Experts and their eligible dependents.
- (c) Issue to officials, agents and representatives of the Government all such instructions and information as may be necessary or appropriate for the prompt and effective implementation of the Services.
- (d) Assist the Service provider and the Experts and any Sub-service providers employed by the Service provider for the Services with obtaining exemption from any requirement to register or obtain any permit to practice their profession or to establish themselves either individually or as a corporate entity in Eswatini according to the applicable law in Eswatini.
- (e) Assist the Service provider, any Sub-service providers and the Experts of either of them with obtaining the privilege, pursuant to the applicable law in Eswatini, of bringing into Eswatini reasonable amounts of foreign currency for the purposes of the Services or for the personal use of the Experts and of

withdrawing any such amounts as may be earned therein by the Experts in the execution of the Services.

(f) Provide to the Service provider any such other assistance.

33. Access to Project Site

33.1 The Municipal Council of Manzini warrants that the Service provider shall have, free of charge, unimpeded access to the project site in respect of which access is required for the performance of the Services. The Municipal Council of Manzini will be responsible for any damage to the project site or any property thereon resulting from such access and will indemnify the Service provider and each of the experts in respect of liability for any such damage, unless such damage is caused by the willful default or negligence of the Service provider or any Sub-service providers or the Experts of either of them.

34. Change in the Applicable Law Related to Taxes and Duties

34.1 If, after the date of this Contract, there is any change in the applicable law in Eswatini with respect to taxes and duties which increases or decreases the cost incurred by the Service provider in performing the Services, then the remuneration and reimbursable expenses otherwise payable to the Service provider under this Contract shall be increased or decreased accordingly by agreement between the Parties hereto, and corresponding adjustments shall be made to the Contract price amount specified in Clause GCC 38.1

35. Services, Facilities and Property of the Municipal Council of Manzini

35.1 The Municipal Council of Manzini shall make available to the Service provider and the Experts, for the purposes of the Services and free of any charge, the services, facilities and property described in the Terms of Reference (**Appendix A**) at the times and in the manner specified in said **Appendix A**.

36. Counterpart Personnel

36.1 The Municipal Council of Manzini shall make available to the Service provider free of charge such professional and support counterpart personnel, to be nominated by the Municipal Council of

Manzini with the Service provider's advice, if specified in **Appendix A**.

36.2 Professional and support counterpart personnel, excluding Municipal Council of Manzini's liaison personnel, shall work under the exclusive direction of the Service provider. If any member of the counterpart personnel fails to perform adequately any work assigned to such member by the Service provider that is consistent with the position occupied by such member, the Service provider may request the replacement of such member, and the Municipal Council of Manzini shall not unreasonably refuse to act upon such request.

**37. Payment
Obligation**

37.1 In consideration of the Services performed by the Service provider under this Contract, the Municipal Council of Manzini shall make such payments to the Service provider for the deliverables specified in **Appendix A** and in such manner as is provided by GCC F below.

F. PAYMENTS TO THE SERVICE PROVIDER

38. Contract Price

38.1 The Contract price is fixed. The Contract price breakdown is provided in **Appendix C**.

38.2 Any change to the Contract price specified in Clause 38.1 can be made only if the Parties have agreed to the revised scope of Services pursuant to Clause GCC 16 and have amended in writing the Terms of Reference in **Appendix A**.

39. Taxes and Duties

39.1 The Service provider, Sub-service providers and Experts are responsible for meeting any and all tax liabilities arising out of the Contract unless it is stated otherwise.

39.2 As an exception to the above and as stated, all local identifiable indirect taxes (itemized and finalized at Contract negotiations) are reimbursed to the Service provider or are paid by the Municipal Council of Manzini on behalf of the Service provider.

40. Currency of Payment

40.1 Any payment under this Contract shall be made in the currency(ies) of the Contract.

41. Mode of Billing and Payment

41.1 The total payments under this Contract shall not exceed the Contract price set forth in Clause GCC 38.1.

41.2 The payments under this Contract shall be made in lump-sum installments against deliverables specified in **Appendix A**. The payments will be made according to the payment schedule stated.

41.2.1 Advance payment: Unless otherwise indicated, an advance payment shall be made against an advance payment bank guarantee acceptable to the Municipal Council of Manzini in an amount (or amounts) and in a currency (or currencies) specified. Such guarantee (i) is to remain effective until the advance payment has been fully set off, and (ii) is to be in the form set forth in **Appendix D**, or in such other form as the Municipal Council of Manzini shall have approved in writing. The advance payments will be set off by the Municipal Council of Manzini in equal portions against the lump-sum installments specified until said advance payments have been fully set off.

41.2.2 The Lump-Sum Installment Payments. The Municipal Council of Manzini shall pay the Service provider within sixty (60) days after the receipt by the Municipal Council of Manzini of the deliverable(s) and the cover invoice for the related lump-sum installment payment. The payment can be withheld if the Municipal Council of Manzini does not approve the submitted

deliverable(s) as satisfactory in which case the Municipal Council of Manzini shall provide comments to the Service provider within the same sixty (60) days period. The Service provider shall thereupon promptly make any necessary corrections, and thereafter the foregoing process shall be repeated.

41.2.3 *The Final Payment*. The final payment under this Clause shall be made only after the final report I have been submitted by the Service provider and approved as satisfactory by the Municipal Council of Manzini. The Services shall then be deemed completed and finally accepted by the Municipal Council of Manzini. The last lump-sum installment shall be deemed approved for payment by the Municipal Council of Manzini within ninety (90) calendar days after receipt of the final report by the Municipal Council of Manzini unless the Municipal Council of Manzini, within such ninety (90) calendar day period, gives written notice to the Service provider specifying in detail deficiencies in the Services, the final report. The Service provider shall thereupon promptly make any necessary corrections, and thereafter the foregoing process shall be repeated. 41.2.4 All payments under this Contract shall be made to the accounts of the Service provider specified.

41.2.4 With the exception of the final payment under 41.2.3 above, payments do not constitute acceptance of the whole Services nor relieve the Service provider of any obligations hereunder.

42. Interest on Delayed Payments

42.1 If the Municipal Council of Manzini had delayed payments beyond fifteen (15) days after the due date stated in Clause GCC 41.2.2, interest shall be paid to the Service provider on any amount due by,

not paid on, such due date for each day of delay at the annual rate stated.

G. FAIRNESS AND GOOD FAITH

43. Good Faith

43.1 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.

H. SETTLEMENT OF DISPUTES

44. Amicable Settlement

44.1 The Parties shall seek to resolve any dispute amicably by mutual consultation.

44.2 If either Party objects to any action or inaction of the other Party, the objecting Party may file a written Notice of Dispute to the other Party providing in detail the basis of the dispute. The Party receiving the Notice of Dispute will consider it and respond in writing within fourteen (14) days after receipt. If that Party fails to respond within fourteen (14) days, or the dispute cannot be amicably settled within fourteen (14) days following the response of that Party, Clause GCC 49.1 shall apply.

45. Dispute Resolution

45.1 Any dispute between the Parties arising under or related to this Contract that cannot be settled amicably may be referred to by either Party to the adjudication/arbitration in accordance with the provisions specified.

II. General Conditions

Attachment 1: Corrupt and Fraudulent Practices

(the text in this Attachment 1 shall not be modified)

“Fraud and Corruption

1.23 Section 60, 61 and 62 of the Public Procurement Act, 2011, to require that Procuring Entities (including beneficiaries of Government funds), service providers, and their agents (whether declared or not), sub-contractors, sub-service providers, service providers, or suppliers, and any personnel thereof, observe the highest standard of ethics during the selection and execution of Government-financed contracts [footnote: In this context, any action taken by a service provider or any of its personnel, or its agents, or its sub-service providers, sub-contractors, services providers, suppliers, and/or their employees, to influence the selection process or contract execution for undue advantage is improper.]. In pursuance of this policy, the Government:

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

- (i) “corrupt practice” is the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party⁶;
- (ii) “fraudulent practice” is any act or omission, including misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain financial or other benefit or to avoid an obligation⁷;

⁶ For the purpose of this sub-paragraph, “another party” refers to a public officer acting in relation to the selection process or contract execution. In this context “public officer” means any officer employed in the public service including in procuring entities, requesting entities, the Agency and the Tender Boards.

⁷ For the purpose of this sub-paragraph, “party” refers to a public officer; the terms “benefit” and “obligation” relate to the selection process or contract execution; and the “act or omission” is intended to influence the selection process or contract execution.

- (iii) “collusive practices” is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party⁸;
- (iv) “coercive practices” is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party⁹;
- (v) “obstructive practice” is
 - (aa) deliberately destroying, falsifying, altering, or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede a Government investigation into allegations of a corrupt, fraudulent, coercive, or collusive practice; and/or threatening, harassing, or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation, or
 - (bb) acts intended to materially impede the exercise of the Government’s inspection and audit rights;
- (b) will reject a proposal for award if it determines that the service provider recommended for award or any of its personnel, or its agents, or its sub-service providers, sub-contractors, services providers, suppliers, and/or their employees, has, directly or indirectly, engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices in competing for the contract in question;
- (c) will declare misprocurement and cancel the portion of the funds allocated to a contract if it determines at any time that representatives of the Municipal Council of Manzini or of a recipient of any part of the proceeds were engaged in corrupt, fraudulent, collusive,

⁸ For the purpose of this sub-paragraph, “parties” refers to participants in the procurement or selection process (including public officers) attempting either themselves, or through another person or entity not participating in the procurement or selection process, to simulate competition or to establish prices at artificial, non-competitive levels, or are privy to each other’s bid prices or other conditions.

⁹ For the purpose of this sub-paragraph, “party” refers to a participant in the selection process or contract execution.

coercive, or obstructive practices during the selection process or the implementation of the contract in question, without the Municipal Council of Manzini having taken timely and appropriate action satisfactory to the Government to address such practices when they occur, including by failing to inform the Government in a timely manner they knew of the practices;

- (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 nominated¹⁰ sub-service provider, supplier, or service provider of an otherwise eligible firm being awarded a Government-financed contract.

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