



PIGG'S PEAK

TOWN COUNCIL

P.O. Box 479, Pigg's Peak, Swaziland

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**IMPROVEMENT IN SERVICES AND
QUALITY OF LIFE THROUGH UNITY**

REQUEST FOR PROPOSALS

**THE PREPARATION OF THE 2018/2019 GENERAL VALUATION ROLL FOR PIGG'S
PEAK TOWN COUNCIL RFP 5 OF 2018/19**



ADVERTISEMENT

REQUEST FOR PROPOSALS (RFP) THE PREPARATION OF THE GENERAL VALUATION ROLL FOR PIGG’S PEAK TOWN COUNCIL RFP 5 OF 2018/19

The (Pigg’s Peak Town Council or “Local Authority”) invites sealed Proposals for the **THE PREPARATION OF THE GENERAL VALUATION ROLL** for Pigg’s Peak Town Council. The ‘Request for Proposals’ document can be obtained at the finance department of Pigg’s Peak Town Council, as from **3rd May 2018** for a non-refundable fee of **E500.00** per set. The method of payment shall be cash or bank guaranteed cheque payable to Pigg’s Peak Town Council Civic Centre offices.

The Local Authority seeks to engage a service provider which is registered with the Registrar of Companies in Swaziland to provide the service of the Preparation of the General Valuation Roll to Pigg’s Peak Town Council for this financial year ending 31st March 2019.

The purpose of this Request for Proposals (RFP) is to establish a service agreement to cover a period of nine (9) months. Detailed information regarding the terms of reference is available in the ‘Request for Proposals’ document. The Local Authority shall continuously review the performance of the service provider and, if the performance of the service provider is not satisfactory, Pigg’s Peak Town Council shall have the right to terminate the service agreement in line with the agreed terms and conditions.

The Proposal shall consist of a Technical Proposal and a Financial Proposal, one **original** copy and **3(three)** copies of both Technical and Financial proposals which shall be in separate sealed envelopes marked “**Technical Proposal – RFP 5 of 2018/2019**” and “**Financial Proposal - RFP 5 of 2018/2019**”, respectively. The Financial proposal must be marked ‘**do not open with Technical proposal**’. The two envelopes must be enclosed in a sealed outer envelope, which shall be marked: “**Request for Proposal: PREPARATION OF THE GENERAL VALUATION ROLL FOR PIGG’S PEAK TOWN COUNCIL RFP 5 OF 2018/19 - Do Not Open before 12:00 noon (Swaziland time) on 14th June 2018**” and addressed to “**The Town Clerk/The CEO, Plot 1471 Civic Centre RP Stephen next to Library, P.O Box 479, PIGG’S PEAK**”. Failure to mark the envelope clearly and accurately may result in rejection of the application.



Section 2: Technical Proposal – Standard Forms

To be eligible for consideration for this proposal, a tenderer should provide in its proposal the documents specified in

“Instructions to Tenderers”, including the following;

- i) **Registered as a property valuer by the Ministry of Housing and Urban Development**
- ii) **Certified copy of a valid Trading Licence,**
- iii) **Certified copy of a valid Tax Clearance Certificate,**
- iv) **Form ‘J’**
- v) **Form C**
- vi) **Certificate of Incorporation**
- vii) **Company Profile**
- viii) **SNPF Certificate**
- ix) **Labour Compliance Certificate**
- x) **Proof of Competence from Similar Business (3)**
- xi) **Proof of official purchase and payment of the Tender document**

The Proposal must be submitted in the Tender Box situated at the **Plot 1471 Civic Centre RP Stephen next to Library, P.O Box 479, PIGG’S PEAK**, at the latest by **12:00pm (Swaziland time) on 14th June 2018**. Late tenders, as well as tenders received by telegram, facsimile, email or similar medium will not be considered. Tenders received in time by the latest date and time for submission will be opened at the Pigg’s Peak Civic Centre Offices at **12:00pm on the 14th June 2018**.

Requests for clarifications, which must be in writing, should be addressed, via email, to mndzinisa@piggspeak.org.sz or vdube@piggspeak.org.sz or vilakatin@piggspeak.org.sz. The Council will strive to promptly respond in writing via e-mail to any requests for clarification up until Close of



Section 2: Technical Proposal – Standard Forms

Business on the **1st June 2018** Written copies of the Agency’s response (including an explanation of the query but without identifying the source of inquiry) will be sent to all prospective Bidders.

For administrative and technical enquiries, please contact Town Engineer or Town Treasurer by sending your request for clarification at mndzinisa@piggspeak.org.sz or vdube@piggspeak.org.sz or vilakatin@piggspeak.org.sz.



TERMS OF REFERENCE

1. BACKGROUND

Pigg’s Peak Town Council is one of the Municipalities situated in the Northern region of Hhohho district. This municipality delivers basic services to the populace around the Hhohho region. Its strategic development is being guided by the five year Integrated Development Plan 2014-2019 which is the major yard stick for performance management of the municipality which cuts across all role players from the politicians (councillors) to all employee categories. According to the Urban Government Act 8, of 1969, the duties of the municipality is to;

- i) Control, manage and administer the municipality
- ii) Maintain and cleanse all public streets and open spaces vested in municipalities
- iii) Abate all public nuisances
- iv) Safe guard Public health and provide sanitary services
- v) Removal and disposal of night soil, rubbish carcasses, all dead animals and all kinds of refuse.
- vi) Establish or take and maintain subject to the extent of its resources any public utility service which is authorised for the welfare,, comfort or convenience of the public
- vii) Develop control and manage and land vested, owned or leased by the municipality
- viii) Establish or take over and administer to the extent of its resources, housing schemes for the inhabitants if the municipality.
- ix) Generally promote the public health, welfare and convenience and the development, sanitation and amenities of the municipality

The Local Authority requires the services of a reputable Firm support) to provide the service of preparing the Valuation Roll at Pigg’s Peak Town Council.

2. GENERAL OBJECTIVES

The objective of outsourcing the services is to promote transparency in the valuation process of all the properties in the Urban Area as the valuer is the independent professional, who works alone without the interference of the Council.



The Local Authority is looking to enter into a long term agreement of nine (9) months with a service provider to minimize the administrative burden and other transactional costs for the Local Authority. In this regard, the selected service provider will be expected to provide the services from the date of award.

3. SCOPE OF WORK

The work shall be conducted in accordance with the Pigg’s Peak Town Council Programmes based on council properties in Urban Area. The scope of work shall include the following;

The successful service provider shall produce a General Valuation roll comprising all immovable properties within the Pigg’s Peak Urban Area. The service provider will be expected to consult the office of the Surveyor General for information on approved subdivisions. The service provider will be expected to visit and take pictures as evidence of all properties visited as well as give clear location of the property on the picture itself. The service provider will also be expected to include the Surveyor General’s identification number of the properties.

3.2 The service provider shall be required to provide an experienced **manager** and **supervisors** to monitor the day to day application of the duties. Their CVs must be submitted as part of the tender process.

3.3. Successful service provider’s personnel will be required to undergo a vetting and background check prior to assignment to Council. Officers with a criminal record will not be accepted to work at the Council and regular checks will be made to ensure that the officers are still free from criminal liability.

PRESENTATION OF DATA

1. Hard copy Version Arrangement

The General Valuation Roll shall be prepared to conform to the provision of Section 12 of the Rating Act of 1995. The Valuation Roll shall be arranged in a way that the reader can easily find an individual



listed property seriatim in numerical order, starting with the lowest and gradually build onto the highest number. All pages in the document serially numbered and should provide an index of all townships and a summary of the lots listed on each page.

Multiple lots on a single Building

Where a single building is situated on more than one plot the valuation roll shall list all the constituent lots and the valuation of the one with the highest value in a manner that is consistent with Annexure 1.

2. 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 referred to Section 2 of the Pigg's Peak Town Council Town Planning Scheme draft 2017.

3. COMPUTERISED VERSION

A computerised version of the Valuation roll shall also be provided on an Excel spread sheet.

4. PREPARATION OF VALUATION NOTICES TO PROPERTY OWNERS AS PER SECTION 17

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 a sealed and addressed envelopes (without postage stamps.) where an individual organisation or person owns a number of properties, the said notice shall be sent in a single package containing notices of all properties owned by that person or organization. The Council will provide a pro forma for the notice at the commencement of the contract.

5. COMPLETION OF WORKING PAPERS

The Service provider shall prepare a field sheet for every property and submit 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 a signature and



full names of the owner or occupier of a developed or improved property who was present when the inspection was done. A specimen of the field data sheet is provided on Annexure 2

6. SUMMARIES Annexure 1

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 Service provider will liaise with Treasury department in order to obtain the information.

Residential (low density) R-1

Residential (medium density) R-2

Residential (High density) R-3

Residential (High density upgrading) R-3U

Residential (high rise) R-4

Central Business District – C1

Secondary Business District C- 2

Service Industry I-1

Light Industry I-2

Public facilities PF

Active Open Space O-1

Regulated Open Space O-2

Passive Open Space O-3

Utility Services US

Special Residential Use R-5

Agricultural residential R-6

PROPOSAL CHANGES AND ADDITIONS ANNEXURE 2

- a) Under physical location the Consultant shall state the location of the plot as well as the street.
- b) The Consultant should separate the street e.g. Sedco, Killarney and CBD from the Central Business District.
- c) The Consultant should separate the Townships under the Township entry summary e.g. Mhlatane, Nazarene, Malanda, Mangwaneni, Glen, Macambeni and CBD.
- d) The Consultant shall verify the postal address.
- e) The Consultant is expected to add a column for deed numbers registration for properties.



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The above zoning is in terms of Pigg’s Peak Town Council Town Planning Scheme draft of 2017.

LAND USE ZONES

Residential 1	R1
Residential 2	R2
Residential 3	R3
Business 1	B1
Business 2	B2
Business 3	B3
Special	S
Industrial 1	I1
Industrial 2	I2
Industrial 3	I3
Commercial	C
Education 1	E1
Education 2	E2
Education 3	E3
Government	G
Existing public road	PR
Swazi Nation	SN

Actual Uses:

The Consultant should record the actual use that individual plots are used in the course of their research of their Valuation roll. The following is a guide to the classification:



Section 2: Technical Proposal – Standard Forms

For properties that are used for non-exempt purposes and are therefore taxable (T)

Vacant (V)	TV
Flats /apartment (F)	TRF
Houses (H)	TRH
COMMERCIAL (C)	
Offices (O)	TCO
Industrial (L)	TCI
Warehouse (W)	TCW
Shop (S)	TCS
Hotel (H)	TCH

For properties that are used for exempt purposes (X)

Public Worship (W)	XRW
School (S)	XRS
Charity ©	XRC
Health (H)	XRH
Cemetery (H)	XRC
Library (L)	XRL
Public space (P)	XRP

For properties that are used for exempt purposes

For properties that are owned by exempt organization (Z)

Ngwenyama / Ndlovukazi (N)

- Vacant ZVN
- Residential ZRN



Section 2: Technical Proposal – Standard Forms

- Commercial ZCN

Rateable status:

The rateable status codes are merely to summarise the type of classification given to the property and its owner:

Non-exempt taxable (T)

Vacant TV

Residential TR

Commercial TC

Exempt/non-taxable (X)

Residential X

Residential XR

Commercial XC

Where this is the case the valuer should not anticipate the completion of the works. Instead the value of the plot prior to completion of the current work should be assessed. The valuer should however indicate in the comments column that the property should be subject to a valuation in the following years. In the General valuation roll this should be noted by the abbreviation “SVR”.

DATA SHEET

The Council intends to use the General Valuation roll information as a basis for calculating rates bill for the 2019/20 Financial Year and the subsequent years subject to updated information from General Valuations for affected properties where by the Council will prepare a Supplementary Valuation roll. The service provider shall provide a detailed timetable as in TECH 5 for carrying out this assignment and how they propose dealing with the following activities not limited to these ones assuming the commencement date of the assignment is 1st August 2018.



Section 2: Technical Proposal – Standard Forms

- a) Consultant briefed by Pigg’s Peak Town Council Management
- b) Consultant provides a schedule setting out time for visits to Townships:
- c) Issuance of inspection permits to the Consultant per section 14 of the Rating Act of 1995.
- d) Consultant provides a list of all postal addresses of all property owners in the Urban area (Mangwaneni).
- e) Consultant delivers the draft Valuation roll to the Council
- f) Review of the draft General Valuation roll by the Council (maximum 30 days)
- g) Submission of amendments to Valuation roll draft.
- h) Submission of Section 17 notices to the Council ready for posting to property owners.
- i) Gazette notice prepared and submitted by the Council
- j) Consultant’s attendance of Valuation Court hearing (within 60 sixty days of Gazette notice).
- k) Revision of all pursuant to Court rulings.
- l) Certification of the General Valuation roll
- m) Submission of the working papers to the Council.

It is the intention of Council that the certification of the General Valuation roll be submitted on or before the 28th February 2019.

7. AT TENDER STAGE

Where possible the Council will assist in the provision of information tenders that are preparing their proposals. All requests to view the 2013/14 General Valuation and 2015/16 Supplementary Valuation, the previous valuers working papers, zoning plans and details of the new urban areas and all information on sub-divided and improved properties should be directed to the Town clerk.

8. DURING ASSIGNMENT

Whilst Council officer would have gathered all the information that they believe will help tenderers formulate their submissions, it is inevitable that some specific details may have been over-looked. The Council will undertake to make sure that its officers are available to assist in specific aspects of the Consultant’s assignment where it can be shown that information of properties is exclusively in the possession of the Council. Where possible tenders should identify the assistance they will require from Council staff in the event they are selected to undertake the work.

9. INFORMATION REQUIRED FROM TENDERERS

As Council is heavily dependent on income from property rates, it is crucial that this assignment is undertaken to a high standard. Council intends to select a Consultant that can demonstrate a clear



understanding of the issues affecting the satisfactory completion of the work and has relevant experience of similar assignments.

10. RELEVANT EXPERIENCE

Tenderers shall furnish evidence of valuation work undertaken in Swaziland during the last 36 months and of similar assignments their firm might have undertaken, stating their approximate size (in terms of numbers of properties valued) and the date of completion. Tenderers shall also provide details of the address, contact name and telephone at least three recent i.e. three years and less clients who can be contacted in order to obtain a reference.

11. TENDERER'S STAFF

Tenderers shall list all the individuals that will be involved on the assignment and describe their professional and/or academic background as well as their relevant experience to help them carry out this assignment.

The Consultant shall attend hearings and give evidence before the Valuation court in the event of property owners objecting to the assessed valuations. Tenderers shall furnish the name of the person (s) who shall be responsible for attending such hearings. Tenderers shall ensure that such person (s) are fully qualified to make presentations before the said court.

12. PROFESSIONAL STANDARDS AND CONDUCT

Tenderers should provide details of professional standards that apply operation of their firm and its staff. In the case of Tenderers from overseas firms and those that include individual with qualifications awarded by overseas professional bodies the relevant codes should be enclosed.

Details of Professional Indemnity Insurance Policy cover held by Tenderers should also be submitted setting out the name of the insurer and the level of cover. Any current or recent legal actions regarding professional conduct either pending or completed should also be declared.

ATTACHMENTS

Annexure 2 Specimen field data



4. EXPECTED OUTPUTS

4.1. Monthly Reports

Apart from regular daily reports, a monthly report should clearly state the security provider's security related observations and shall also include the following;

- a) Operational overview
- b) The list of attendance register
- c) The list of incidents reported during each month
- d) Challenges encountered during each month
- e) Recommendations (if any)

5. INDEPENDENCE, QUALIFICATIONS, KNOWLEDGE AND EXPERIENCE

- a) The Services provider should not, during the period covered by the contract nor during the undertaking of the services, be employed by, serve as Director for, or have any financial or close business relationships with any Senior member in the management of the Council.
- b) The Services provider should disclose any relationship that might possibly compromise their independence.
- c) The service provider should have experience in applying valuation standards
- d) The service provider should employ adequate staff with appropriate professional qualifications and suitable experience in the application of valuation controls.



- e) Due to the technical understanding required in the application of valuation controls to Council, the Services provider must provide valuation officers with required qualifications.
- f) Curriculum Vitae (CVs) for *managers* and *supervisors* should be provided to Council by the Director/s
- g) Any legal actions or reputational issues relating to the Services provider or its proposed professional staff that may impact on the ability of the provider to provide services to the Council.
- h) Feedback on performance from other clients.

SECTION 1

INSTRUCTIONS SERVICE PROVIDER

DEFINITIONS

- (a) “Local Authority” means Pigg’s Peak Town Council.
- (b) “Coercive practices” means harming or threatening to harm, directly or indirectly, persons, or their property, to influence their participation in a procurement process or affect the execution of a contract.
- (c) “Services Provider” means any entity or person that may provide or provides the Services to the Local Authority under the Contract.
- (d) “Contract” means the Contract signed by the Parties and all the attached documents, i.e. the General Conditions (GCC), the Special Conditions (SCC), and the Appendices.
- (e) “Corrupt practice” means the offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence the action of a public officer in the procurement process or in contract execution.
- (f) “Day” means calendar day.



Section 2: Technical Proposal – Standard Forms

- (g) “Fraudulent practice” means a misrepresentation or omission of facts in order to influence a procurement process or the execution of a contract.
- (h) “Government” means the government of Swaziland.
- (i) “Instructions Service providers” means the document which provides Service Provider (s) with all information needed to prepare their Proposals.
- (j) “Personnel” means professionals and support staff provided by the service provider or by any assigned to perform the Services or any part thereof; “Foreign Personnel” means such professionals and support staff who at the time of being so provided had their domicile outside Swaziland;
- (k) “Local Personnel” means such professionals and support staff who at the time of being so provided had their domicile inside Swaziland.
- (l) “Proposal” means the Technical Proposal and the Financial Proposal.
- (m) “RFP” means this Request For Proposals.
- (n) “Services” means the work to be performed by the Service provider pursuant to the Contract.
- (o) “Terms of Reference” (TOR) means the document included in the RFP which explains the objectives, scope of work, activities, tasks to be performed, respective responsibilities of the Local Authority and the service provider, expected results and deliverables of the assignment.

1. Introduction

1.1 The Local Authority will select a Service provider or organization in accordance with the method of selection specified in the Data Sheet.



Section 2: Technical Proposal – Standard Forms

- 1.2 The Service provider(s) are invited to submit a Technical Proposal and a Financial Proposal for Preparation of the General Valuation Roll required for the assignment named in the Data Sheet. The Proposal will be the basis for contract negotiations and ultimately for a signed Contract with the selected Service provider.
- 1.3 The service provider(s) should familiarize themselves with local conditions and take them into account in preparing their Proposals.
- 1.4 The Local Authority will make timely available relevant data, information and reports upon signing of contract.
- 1.5 The Service provider(s) shall bear all costs associated with the preparation and submission of their proposals and contract negotiation. The Local Authority 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(s).

2. Conflict of Interest:

In accordance with Section 40 and 41 of the Procurement Act, 2011, the bidder is requested to fully comply with the requirements stated below.

2.1 The Service provider(s) are required to provide professional, objective, and impartial service at all times and hold the Local Authority's interests paramount, strictly avoid conflicts with other assignments or their own corporate interests and act without any consideration for future work.

2.2 Without limitation on the generality of the foregoing service, the service provider(s), and any of their affiliates, shall be considered to have a conflict of interest and shall not be eligible for selection, under any of the circumstances set forth below:

- (i) The service provider(s) (including its Personnel and Sub- Services 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 to be executed for the same or for another Local Authority. For example, a consultant hired to prepare engineering design for an



infrastructure project shall not be engaged to prepare an independent environmental assessment for the same project, and a consultant assisting the Local Authority in the privatization of public assets shall not purchase, nor advise purchasers of such assets. Similarly, a consultant hired to prepare Terms of Reference for an assignment shall not be hired for the assignment in question.

- (ii) The Service provider(s) (including its Personnel) that has a business or family relationship with a member of the Local Authority's staff who is directly or indirectly involved in any part of (i) the preparation of the Terms of Reference of the assignment, (ii) the selection process for such assignment, or (iii) supervision of the Contract, may not be awarded a Contract.

2.3 The Service provider(s) have an obligation to disclose any situation of actual or potential conflict that impacts their capacity to serve the best interest of the Local Authority, 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 the Contract.

3. Association

- 3.1 If a shortlisted Service provider could derive a competitive advantage from having provided services related to the assignment in question, the Local Authority shall make available to all shortlisted service provider(s) together with this RFP all information that would in that respect give service provider any competitive advantage over competing service provider(s).

4. Commissions

- 4.1 The Service provider(s) shall furnish information on commissions and gratuities, if any, paid or to be paid to agents relating to this proposal and during execution of the assignment if the service provider is awarded the Contract, as requested in the Financial Proposal submission form.



5. One Proposal

5.1 The Service provider(s) shall submit one proposal only and the required number of copies including individual experts, to more than one proposal for this RFP.

6. Validity

6.1 The Data Sheet indicates how long service provider(s) Proposals must remain valid after the submission date. During this period service provider(s) shall maintain the availability of Professional staff nominated in the Proposal. The Local Authority will make its best effort to complete negotiations within this period. Should the need arise, however, the Local Authority may request service provider(s) to extend the validity period of their proposals.

The Service provider(s) who agrees to such extension shall confirm that they maintain the availability of the Professional staff nominated in the Proposal, or in their confirmation of extension of validity of the Proposal, service provider(s) can submit new staff in replacement, which would be considered in the final evaluation for contract award. Service provider(s) who does not agree has the right to refuse to extend the validity of their Proposals.

7. Clarification and Amendment of RFP Documents

7.1 The Service provider(s) may request a clarification of any of the RFP documents up to the number of days indicated in the Data Sheet before the proposal submission date. Any request for clarification must be sent in writing, through standard electronic means to the Local Authority's e-mail address indicated in the Data Sheet. The Local Authority will respond in writing or by standard electronic means and will send written or electronic copies of the response (including an explanation of the query but without identifying the source of inquiry) to all service provider(s) that have shown interest to submit a proposal. Should the Local Authority deem it necessary to amend the RFP as a result of a clarification, it shall do so following the procedure detailed below.

8. Preparation of Proposals



8.1 The Proposal, as well as all related correspondence exchanged by the service provider(s) and the Local Authority, shall be written in the English language.

8.2

In preparing their Proposal, service providers (s) are expected to examine in detail the documents comprising the RFP. Material deficiencies in providing the information requested may result in rejection of a Proposal.

9. Preparation of the Technical Proposal

9.1 As required in Form TECH-2, Part C, tenderers who service providers are to submit the specified documents which must be attached to the Technical Proposal as Appendices.

9.2 The Service provider(s) are required to submit a Full Technical Proposal. The Technical Proposal shall provide the information indicated in the following paragraphs, from (a) to (g) using the attached Standard Forms:

- a) Form TECH-1 requires the tenderer to complete the tender submission form and append the authorised signature of service provider.
- b) Form TECH-2 requires the tenderer to provide adequate and concise responses to the questionnaire regarding the service provider(s) overall capabilities.
- c) Form TECH-3 requires the tenderer to provide the company organogram relating to the proposed staff to be assigned as well as signed CV.
- d) Form TECH-4 requires the tenderer to give a description of the approach, methodology to be applied for conducting services.
- e) Form TECH-5 requires the tenderer to give timelines (in days) for completion of different activities for the assigned services.
- f) Form TECH-6 requires the tenderer to include certified copies of: trading licence, tax clearance certificate, form 'J' and form 'C' and Labour certificate.



- 9) Form TECH-7 requires the tenderer to complete the Declaration of Eligibility confirming that the service provider meets the criteria for eligibility to participate in public procurement.

10. Preparation of the Financial Proposal

- 10.1 The Financial Proposal shall be prepared using the attached Standard Forms, which prescribe the required minimum data and information. The Service provider(s) may provide additional details if appropriate. It shall list all costs associated with the assignment (excluding venue and conferencing costs for training workshop), including, but not necessarily limited to: (a) remuneration for service provider and (b) reimbursable expenses. If appropriate, these costs should be broken down by activity and, if appropriate, into foreign and local expenditures.
- 10.2 All activities and items described in the Technical Proposal must be priced separately; activities and items described in the Technical Proposal but not priced, shall be assumed to be included in the prices of other activities or items.
- 10.3 The Service provider shall be subject to local taxes (such as: value added or sales tax, social charges or income taxes on non-resident Foreign Personnel, duties, fees, and levies) on amounts payable by the Local Authority under the Contract.
- 10.4 The service provider(s) must express the price of their services in Emalangenzi unless otherwise specified in the Data Sheet. Commissions and gratuities, if any, paid or to be paid by service) service provider(s) and related to the assignment will be listed in the Financial Proposal Form FIN-1.

11. Packing and Submission of Proposal

- 11.1 The original proposal (Technical Proposal and Financial Proposal) shall contain no interlineations or overwriting, except as necessary to correct errors made by the service provider(s) themselves. The person who signed the proposal must initial such corrections. Submission letters for both Technical and Financial Proposals should respectively be in the format of TECH-1 and FIN-1



Section 2: Technical Proposal – Standard Forms

- 11.2 An authorized representative of the service provider(s) shall initial all pages of the original Technical and Financial Proposals. The authorization shall be in the form of a written power of attorney accompanying the Proposal or in any other form demonstrating that the representative has been dully authorized to sign. The signed Technical and Financial Proposals shall be marked “Original”.
- 11.3 The Technical Proposal shall be marked “Original” or “Copy” as appropriate. All required copies of the Technical Proposal are to be made from the original. If there are discrepancies between the original and the copies of the Technical Proposal, the origins governs.
- 11.4 If the Financial Proposal is not submitted in a separate sealed envelope duly marked as indicated in the Data Sheet, this will constitute grounds for declaring the Proposal non-responsive.

12. Latest Date for Submission

- 12.1 The Proposals must be sent to the address/addresses indicated in the Data Sheet and received by the Local Authority no later than the date and time indicated in the Data Sheet or any extension to this date. Any proposal received by the Local Authority after the deadline for submission shall be returned unopened.

13. Opening of Technical Proposals

- 13.1 The Local Authority shall open the Technical Proposal immediately after the deadline for their submission. The envelopes with the Financial Proposal shall remain sealed and securely stored.
- 13.2 From the time the Proposals are opened to the time the Contract is awarded, the service provider(s) should not contact the Local Authority on any matter related to its Technical and/or Financial Proposal. Any effort by the service provider(s) to influence the Authority in the examination, evaluation, ranking of Proposals, and recommendation for award of Contract may result in the rejection of the Security service providers’ Proposal. Evaluators of Technical Proposals shall have no access to the Financial Proposals until the technical evaluation is concluded.



14. Evaluation of the Technical Proposals

The evaluation committee shall evaluate the Technical Proposals on the basis of their

14.1 responsiveness to the Terms of Reference, applying the evaluation criteria, sub-criteria, and point system specified in the Data Sheet. Each responsive Proposal will be given a technical score (St).

A Proposal shall be rejected at this stage if it does not respond to important aspects of the RFP, and particularly the Terms of Reference or if it fails to achieve the minimum technical score indicated in the Data Sheet.

14.2 After the technical evaluation is completed and the Entity Tender Board has provided its approval, the Local Authority shall inform the service provider(s) who have submitted proposals the technical scores obtained by their Technical Proposals, and shall notify those service provider(s) whose Proposals did not meet the minimum qualifying mark or were considered non responsive to the RFP and TOR, that their Financial Proposals will be returned unopened after completing the selection process.

14.3. The Local Authority shall simultaneously notify in writing the service provider(s) that have secured the minimum qualifying mark, the date, time and location for opening the Financial Proposals. The opening date should allow the service provider(s) sufficient time to make arrangements for attending the opening. The service provider's attendance at the opening of Financial Proposals is optional.

15. Opening of Financial Proposals

15.1 Financial Proposals shall be opened publicly in the presence of the Service provider's representatives who choose to attend. The name of the service provider(s) and the technical scores of the service provider's shall be read aloud. The Financial Proposal of the service provider(s) who met the minimum qualifying mark 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. A Copy of the record shall be sent to all service provider(s) who request it.



16. Evaluation of Financial Proposals

16.1 The Evaluation Committee will correct any computational errors. When correcting computational errors, in case of discrepancy between a partial amount and the total amount, or between word and figures the formers will prevail. Activities and items described in the Technical Proposal but not priced, shall be assumed to be included in the prices of other activities or items. In case an activity or line item is quantified in the Financial Proposal differently from the Technical Proposal, no corrections are applied to the Financial Proposal in this respect.

16.2 The Evaluation Committee will convert prices in various currencies to the single currency specified in the Data Sheet. The official currency exchange rates used, provided by the source indicated in the Data Sheet, will be those in effect on the date indicated in the Data Sheet. The evaluation shall exclude those taxes, duties, fees, levies, and other charges imposed under the applicable law; and to be applied to foreign and non-permanent resident the service provider(s)(and to be paid under the contract, unless the service provider is exempted).

17. Evaluation of Quality and Cost based Proposals

17.1 The lowest evaluated Financial Proposal (Fm) will be given the maximum financial score (Sf) of 100 points. The financial scores (Sf) of the other Financial Proposals will be computed as indicated in the Data Sheet. Proposals will be 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) indicated in the Data Sheet : $(s) = St \times T\% + Sf \times P\%$. The company achieving the highest combined technical and financial score will be invited for negotiations.

18. Intention to award

18.1 All bidders are required to provide their email addresses to the Local Authority through which they will be notified of the intention to award on the day that the intention is sent to Swaziland Public Procurement Regulatory Agency (SPPRA).



19. Place and Time for Negotiations

19.1 Negotiations will be held at the date and address indicated in the Data Sheet. The invited service provider will, as a pre-requisite for attendance at the negotiations, confirm availability of all Professional staff. Failure in satisfying such requirements may result in the Local Authority proceeding to negotiate with the next-ranked service provider. Representatives conducting negotiations on behalf of the service provider must have written Local authority to negotiate and conclude a Contract.

20. Technical Negotiations

20.1 Negotiations will include a discussion of the Technical Proposal, the proposed technical approach and methodology, work plan, and organization and staffing, and any suggestions made by the service provider to improve the Terms of Reference. The Local Authority and the service provider(s) will finalize the Terms of Reference, staffing schedule, work schedule, logistics, and reporting. These documents will then be incorporated in the Contract as “Description of Services”. Special attention will be paid to clearly defining the inputs and facilities required from the Local Authority to ensure satisfactory implementation of the assignment. The Local Authority shall prepare minutes of negotiations which will be signed by the Local Authority and the service provider.

21. Financial Negotiations

21.1 If applicable, it is the responsibility of the service provider, before starting financial negotiations, to contact the local tax authorities to determine the local tax amount to be paid by the service provider under the Contract. The financial negotiations will include a clarification (if any) of the service provider’s tax liability in the Local Authority’s country, and the manner in which it will be reflected in the Contract; and will reflect the agreed technical modifications in the cost of the services. Unless there are exceptional reasons, the financial negotiations will involve neither the remuneration rates for staff nor other proposed unit rates.

21.2 Having selected the service provider on the basis of, among other things, an evaluation of proposed Professional staff, the Local Authority expects to negotiate a Contract on



the basis of the Professional staff named in the Proposal. Before contract negotiations, the Local Authority will require assurances that the Professional staff will be actually available.

The Local Authority will not consider substitutions during contract negotiations unless both parties agree that undue delay in the selection process makes such substitution unavoidable or for reasons such as death or medical incapacity. If this is not the case and if it is established that Professional staff were offered in the proposal without confirming their availability, the service provider may be disqualified. Any proposed substitute shall have equivalent or better qualifications and experience than the original candidate and shall be submitted by the service provider within the period of time specified in the letter of invitation to negotiate.

21.3 Negotiations will conclude a review of the draft Contract. To complete negotiations the Local Authority and the service provider will initial the agreed Contract. If negotiations fail, the Local Authority will invite the service provider whose proposal received the second highest score to negotiate a Contract.

21.4 After completing negotiations the Local Authority shall award the Contract to the selected service provider and after Contract signature, promptly notify all service provider(s) who have submitted proposals.

21.5 Information relating to evaluation of Proposals and recommendations concerning awards shall not be disclosed to the service provider(s) who submitted the Proposals or to other persons not officially concerned with the process, until the publication of the award of Contract.

22. Commencement of Assignment

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

23. Corrupt, collusive, fraudulent or coercive practices

23.1 The Service provider(s) should be aware that any service provider who engages in corrupt, collusive, fraudulent or coercive practices will have their proposals rejected and may further be subject to the prosecution under the laws of Swaziland.



ANNEXTURE 1.

Section 1 : Submission Checklist

Requirement	Available/not available (Please tick <input type="checkbox"/> or cross x as appropriate)
A. Certified copy of Form ‘J’ and ‘C’	
B. Certified copy of the Labour Compliant Certificate.	
C. E500.00 Receipt for payment of Tender document.	
D. Names and contact details of a least three (3) reference customers.	
E. Police clearance for Company Directors.	
F. Proof of registration with Ministry of Housing and Urban Development as property valuer	
G. Trading License.	
H. Tax Clearance.	
I. SNPF Compliance Certificate.	



INSTRUCTIONS TO SERVICE PROVIDERS

Proposal Data Sheet

Paragraph Reference	
	Definitions
	Name of the Agency: Pigg’s Peak Town Council (PPKTC) Method of selection : Least Cost Selection Method
	Name of Assignment: PREPARING GENERAL VALUATION ROLL FOR PPKTC
	Validity
	Proposals must remain valid for 90 (ninety) days after the submission date.
	Clarification and Amendment of RFP Documents
	Clarifications may be requested in writing (email only), but not later than 3 rd April 2018 The address for requesting clarifications is: mndzinisa@piggspeak.org.sz or vilakatin@piggspeak.org.sz or vdube@piggspeak.org.sz
	Preparation of the Technical Proposal



Section 2: Technical Proposal – Standard Forms

<p>As required in Form TECH-6, the following documents shall be included as Appendices to the Technical Proposal if a Service provider is tendering (in case of a joint venture or consortium each member must provide the documents): <input type="checkbox"/> Signed Declaration of Eligibility (TECH-7 below);</p> <ul style="list-style-type: none">• Certified copy of a valid Trading Licence;• Certified copy of a valid Tax Clearance Certificate;• Certified copy of an official statement of the Directors and alternative directors (i.e. Form 'J') or owner/s in the case of unincorporated persons;• Certified copy of an official statement of the annual summary of share capital and shares (i.e. Form 'C' or equivalent) for incorporated persons; and• Certified copy of Labour Compliant Certificate (if tenderer is an employer).
Preparation of the Financial Proposal
<p>Taxes: All Service provider(s) must take note that a withholding tax of 15% on the gross amount paid shall be levied on payment made to non-Swazi residents companies/contractors in respect of services performed in Swaziland and 10% on Swazi resident companies/contractors unless the company/contractor has a tax exemption certificate from the Commissioner of Taxes (Refer to Income Tax Order No. 21 of 1975 as amended) Information on taxes may be obtained from the following:</p>

<p>Swaziland Revenue Authority P.O. Box 5628 MBABANE H100 Tel. +268 2406 4000</p>
Packing and Submission of the Proposal
<p>The Service provider must submit One (1) original and three (3) copies of the Technical Proposal, and One (1) original and three (3) copies of the Financial Proposal.</p>



The proposal shall consist of a Technical Proposal and a Financial Proposal, which shall be in separate sealed envelopes marked “**Technical Proposal – RFP 5 of 2018/2019**” and Name of tenderer and “**Financial Proposal – RFP 5 of 2018/2019**”, and Name of tenderer respectively. The Financial proposal must be marked ‘do not open together with Technical proposal’. The two envelopes must be enclosed in a sealed outer envelope, which shall be marked: “**Request for Proposal: PREPARATION OF VALUATION ROLL FOR PPKTC – RFP 5 of 2018/2019 - Do Not Open before 12:00pm (Swaziland time) on the 14th June 2018**” and addressed to:

The Pigg’s Peak Town Council
P.O. Box 479
Pigg’s Peak

Failure to mark the envelope clearly and accurately may result in rejection of the application.

The Proposal should be submitted at Pigg’s Peak Town Council Civic Centre at the latest by **12:00pm (Swaziland time) on the 14th June 2018**. Late applications will not be considered.

Evaluation of the Technical Proposals

Criteria, sub-criteria and point system for the evaluation of Full Technical Proposals are:

Technical Criteria	Technical Sub-criteria	Maximum Points
Overall Response	<ul style="list-style-type: none"> • Completeness of response • Overall concurrence between RFP requirements and proposal 	
Maximum Points		10
Company and Key Personnel	<ul style="list-style-type: none"> • Range and depth of experience with similar project, including with other Local Government Authorities • Client references • Relevant experience and qualifications 	
Maximum Points		40
Proposed Methodology and Approach	<ul style="list-style-type: none"> • Methodologies and Timelines proposed Project management, monitoring and quality assurance process 	
Maximum Points		50
Total Maximum		100

The price/cost of each of the technically compliant proposals shall be considered only after evaluation of the above technical criteria.

The minimum Technical Score (St) required to pass is: **70 (seventy)**

Evaluation of the Financial Proposals



<p>Foreign currency rate will be converted to Lilangeni (SZL) at the official selling rate published by the Central Bank of Swaziland on the day of the latest submission date of the tender.</p> <p>Evaluation will take place in Lilangeni (SZL) only.</p>
<p>Evaluation of Quality Cost Based Proposals</p>
<p>The lowest evaluated Financial Proposal (Fm) will be given the maximum financial score (Sf) of 100 points. The financial scores (Sf) of the other Financial Proposals will be computed as follows: $Sf = 100 \times Fm / F$, in which Sf is the financial score, Fm is the lowest price and F the price of the proposal under consideration.</p> <p>Proposals will be 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) indicated in the Data Sheet: $S = St \times T\% + Sf \times P\%$. The Service provider achieving the highest combined technical and financial score will be invited for negotiations.</p> <p>The weights given to the Technical and Financial Proposals are: T = 0.6 P = 0.4</p>
<p>Negotiations</p>
<p>Expected address for contract negotiations: Pigg’s Peak Town Council.</p>
<p>Commencement of Assignment</p>
<p>The assignment is expected to commence on the day of award (subject to confirmation by the Council).</p>



SECTION 2

TECHNICAL PROPOSAL - STANDARD FORMS

Paragraph 9 of 'Instructions to Service Provider's informs about the format in which the Technical Proposal shall be submitted.

TECH-1 Technical Proposal Submission Form

TECH-2 Overall Capabilities of the Service Provider, Questionnaire

TECH-3 Professional Team Assigned

TECH-4 Proposed Methodology, - description of approach, Methodology and Work plan for performing the assignment

TECH-5 Timelines

TECH-6 Documents comprising proposal

TECH-7 Declaration of Eligibility



[Stamp of the Service Provider]

FORM TECH-2:

THE SERVICE PROVIDER OVERALL CAPABILITIES

OVERALL CAPABILITIES OF THE SERVICE PROVIDER	RESPONSE
1. What is the size of company? Please provide information on the number for each level of professional staff in the company.	
2. How many clients does the service provider have? In what sectors does the client base predominate?	
3. What experience does the service provider have in providing the service for Local Government Authorities and implementation or similar endeavours?	
4. What experience does the service provider have in relation to such clients, where the clients must report in accordance with its establishing Act and International Standards?	
5. What are the Information Technology Services (Maintenance support) service provider’s internal quality control procedures for application of Information Technology Services (Maintenance support) assignments and the provider’s quality assurance program? Does the provider constantly carry out quality control activities?	
6. Is there a training policy in place? Are your personnel trained on services and if yes by who and for how long? (external source/ training is done internally)	
7. Is there a policy on staff development? if not, how do you ensure that your staff are up to date with the threat situation around the country?	



Section 2: Technical Proposal – Standard Forms

8. Does the service provider adhere to the requirement of staff rotation, leave taking, and off days taking? At what interval does your staff takes day off per month?	
9. What arrangements does your service provider have to ensure that if key personnel (managers, supervisor, and officers) cannot be made available?	
10. Are there any legal actions or potential conflicts of interest relating to service provider that may impact the ability of provider to provide services to Council?	
11. Can service provider provide references to support its proposal? Please state three recent references with contact persons and contact details.	

FORM TECH-3:

PROFESSIONAL TEAM ASSIGNED

1. Please provide the organogram structure of the organisation in relation to the team to be assigned for the services	
2. Please provide the CVs of the proposed partners, managers , and supervisors . Note the professional and academic qualifications, years of experience, recent professional development activities, and experience of public Local Government Authorities and enterprises entities.	
3. What is the time allocation for the various proposed members of the professional team in the provision of service provider?	
4. What would be the nature and extent of the involvement of the proposed partners and managers in the provision of the service provider?	



Certification:

I, the undersigned, certify that to the best of my knowledge and belief, these CVs correctly describes the qualifications, and experience of the team to be assigned for the services. I understand that any wilful misstatement described herein may lead to service providers’ disqualification or dismissal, if engaged.

_____ Date: _____
(Signature of staff member or authorized representative) *(Day/Month/Year)*



FORM TECH-4:

**PROPOSED METHODOLOGY – DESCRIPTION OF APPROACH,
METHODOLOGY AND WORK PLAN FOR PERFORMING THE ASSIGNMENT**



TECH: 5
PROPOSED TIMELINES

ACTIVITY	TIMEFRAME	START AND COMPLETION DATE



TECH: 6

Documents Comprising the Proposal (for Company)

The Technical Proposal must include the following documents:

- Signed Declaration of Eligibility (TECH-7 below);
- Proof of being appointed by the Ministry into the panel of eligible valuers
- Certified copy of a valid Trading Licence;
- Certified copy of a valid Tax Clearance Certificate;
- Certified copy of an official statement of the Directors and alternative directors (i.e. Form ‘J’) or owner/s in the case of unincorporated persons;
- Certified copy of an official statement of the annual summary of share capital and shares (i.e. Form ‘C’ or equivalent) for incorporated persons; and
- Certified copy of Labour Compliant Certificate (if tenderer is an employer).

[>>Company ’s Name and Stamp: _____>>]



SECTION 3

FINANCIAL PROPOSAL - STANDARD FORMS

Financial Proposal Standard Forms shall be used for the preparation of the Financial Proposal in accordance with instructions provided under paragraph 10 of the ‘Instructions to service provider’s section.

FIN-1 Financial Proposal Submission Form

FIN-2 Summary of Proposal or Activity Costs



FORM TECH-7: DECLARATION OF ELIGIBILITY

*[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 Town Clerk/ The CEO**
Pigg's Peak Town Council
Plot 1471 Civic Centre RP Stephen next to Library
P.O. Box 479
PIGG'S PEAK

Dear Sirs,

Re RFP 5 OF 2018/19- PREPARATION OF GENERAL VALUATION ROLL

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;



Section 2: Technical Proposal – Standard Forms

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

Signed

Authorised Representative

Date

.....



SECTION 3

FINANCIAL PROPOSAL - STANDARD FORMS

Financial Proposal Standard Forms shall be used for the preparation of the Financial Proposal in accordance with instructions provided under paragraph 10 of the 'Instructions to service provider's section.

FIN-1 Financial Proposal Submission Form

FIN-2 Summary of Proposal or Activity Costs



FORM FIN-1: FINANCIAL PROPOSAL SUBMISSION FORM

[Note to Service providers: This Financial Proposal Submission Form should be on the letterhead of the service provider(s) and should be signed by a person with the proper authority to sign documents that are binding on the entity. It should be included by the service provider in its financial proposal.]

[>>>Location>>>]

[>>>Date>>>]

Procurement Reference No: [>>>insert Proposal Reference number>>>]

To: **The Town Clerk/ The CEO**
Pigg's Peak Town Council
Plot 1471 Civic Centre RP Stephen next to Library
P.O. Box 479
PIGG'S PEAK

Dear Sirs:

We, the undersigned, declare that:

(a) We offer to provide the services for [>>insert a brief description of the Services>>] in conformity with your Request for Proposals and our technical and financial proposals; (b) The schedule of prices of our proposal is attached.

(c) Our proposal shall be valid for a period of [>>specify the number of calendar days>>] days from the date fixed for the proposal submission deadline in accordance with the Request for Proposals, and it shall remain binding upon us, subject to any modifications resulting from negotiations, and may be accepted at any time before the expiration of that period;

(d) We understand that you are not bound to accept any proposal that you receive;



Section 2: Technical Proposal – Standard Forms

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

Name: *[insert complete name of person signing the proposal]*

In the capacity of *[insert legal capacity of person signing the proposal]*

Signed: *[signature of person whose name and capacity are shown above]*

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

FORM FIN-2: Summary of Proposal or Activity Cost

[Note to service providers: service provider(s) may reproduce this form in landscape format with additional columns, rows or fields]

[Commissions and gratuities, if any, paid or to be paid to agents by service provider(s) and related to the assignment should be listed]

Cost item	Cost (SZL)
Fees (provide detailed rates and descriptions)	
Reimbursable costs ¹ (provide detailed rates and descriptions)	
Local taxes (provide detailed rates and descriptions)	
Total	

[The above table may be expanded to include more categories and types of relevant data and information as appropriate]

Terms of Reference



SECTION 4

GENERAL CONDITIONS OF CONTRACT

1.1 General Provisions

1.2 Definitions

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

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



Section 2: Technical Proposal – Standard Forms

venture/consortium/association, and “Members” means all these entities.

- j) “Party” means the Local Authority or the service provider, as the case may be, and “Parties” means both of them.
- k) “Personnel” means persons hired by the service provider or by any Sub- service provider(s) and assigned to the performance of the Services or any part thereof.
- l) “SCC” means the Special Conditions of Contract by which the GCC may be amended or supplemented.
- m) “Services” means the work to be performed by the service provider pursuant to this Contract, as described in Appendix A hereto.
- n) “Sub-Service providers” means any person or entity to whom/which the service provider subcontracts any part of the Services.
- o) “In writing” means communicated in written form with proof of receipt.

1.3 Law Governing Contract

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

1.4 Language

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



1.5 Notices

1.5.1 Delivery of Notice

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

1.5.2 Change of Address

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

1.6 Location

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

1.7 Local Authority of Member in Charge

In case the service provider consists of a joint venture/ consortium/ association of more than one entity, the Members hereby authorize the entity specified in the SCC to act on their behalf in exercising all the service



provider's rights and obligations towards the Authority under this Contract, including without limitation the receiving of instructions and payments from the Local Authority.

1.8 Authorized Representatives

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

1.9 Taxes and Duties

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

2. Fraud and Corruption

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

2.1 Commission and Fees

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



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

3. Commencement, Completion, Modification and Termination of Contract

3.1 Effectiveness of Contract

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

4. Commencement of Services

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

5. Expiration of Contract

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

6. Modifications or Variations

Any modification or variation of the terms and conditions of this Contract, including any modification or variation of the Scope of the Services, may



only be made by written agreement between the Parties. However, each Party shall give due consideration to any proposals for modification or variation made by the other Party.

7. Force Majeure

7.1 Definition

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

7.2 No Breach of Contract

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

7.3 Extension of Time

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



7.4 Payments

The Service provider shall submit an invoice for 50% of the contract sum following the satisfaction of the following conditions:

- (a) The first draft Valuation Roll has been submitted for review by the Council and has attended to all queries raised by the review
- (b) An invoice of 25% shall follow after the review of the second draft Valuation Roll and all parties are ready for submission to Valuation court.
- (c) The computer database has been installed on the Municipality's computer and has been demonstrated as satisfying the prescribed standards
- (d) The remaining 25% will be paid within 30 days of signing of the valuation Roll in accordance with the Rating Act of 1995 and after Council has received the Consultant's working papers and the computer database has been installed on the Council's computer system and has demonstrated as satisfying the prescribed standards. Tenderers should therefore reflect this pattern of payment in their tender price.
- (e) Fees for attending the Valuation Court shall be invoiced by the Consultant after completion of the final hearing.

During the period of their inability to perform the Services as a result of an event of Force Majeure, the service provider shall be entitled to continue to be paid under the terms of this Contract, as well as to be



reimbursed for additional costs reasonably and necessarily incurred by them during such period for the purposes of the Services and in reactivating the Service after the end of such period.

7.5 Termination

7.5.1 By the Local Authority

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

- a)** If the service provider does not remedy a failure in the performance of their obligations under the Contract, within thirty (30) days after being notified or within any further period as the Local Authority may have subsequently approved in writing.
- b)** If the service provider becomes insolvent or bankrupt.
- c)** If the service provider, in the judgment of the Local Authority has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.
- d)** If, as the result of Force Majeure, the service provide rare unable to perform a material portion of the Services for a period of not less than sixty (60) days.
- e)** If the Local Authority, in its sole discretion and for any



reason whatsoever, decides to terminate this Contract.

- f) If the Service provider fails to comply with any final decision reached as a result of arbitration proceedings pursuant to Clause GCC 8 hereof.

7.5.2 By the service provider

The service provider(s) may terminate this Contract, by not less than thirty (30) days' written notice to the Local Authority, such notice to be given after the occurrence of any of the events specified in paragraphs (a) through (c) of this Clause GCC 2.6.2:

- a) If the Local Authority fails to pay any money due to the service provider pursuant to this Contract and not subject to dispute pursuant to Clause GCC 7 hereof within forty-five (45) days after receiving written notice from 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) days.
- c) If the Local Authority fails to comply with any final decision reached as a result of arbitration pursuant to Clause GCC 8 hereof.

7.6 Payment upon Termination



Upon termination of this Contract pursuant to Clauses GCC 2.6.1 or GCC 2.6.2, the Local Authority shall make the following payments to the service provider:

- a) Payment pursuant to Clause GCC 6 for Services satisfactorily performed prior to the effective date of termination;
- b) Except in the case of termination pursuant to paragraphs (a) through (c), and (f) of Clause **GCC** , **reimbursement** of any reasonable cost incident to the prompt and orderly termination of the Contract, including the cost of the return travel of the Personnel and their eligible dependents.

8. The service provider's Personnel

Obligations of the service provider

8.1 General

8.1.1 Standard of Performance

The service provider shall perform the Services and carry out their obligations hereunder with all due diligence, efficiency and economy, in accordance with generally accepted professional standards and practices, and shall observe sound management practices, and employ appropriate methods of preparing the General Valuation. The service provider shall always act, in respect of any matter relating to this contract or to the Service, as faithful advisors to the Local Authority and shall all times support and safe guard the Local Authority legitimate interests in any dealings with Sub-service Provider or third Parties.



8.1.2 Conflict of Interests

The service provider shall hold the Local Authority's interests paramount, without any consideration for future work, and strictly avoid conflict with other assignments or their own corporate interests.

8.1.3 The Service provider is Not to Benefit from Commissions, Discounts, etc.

The payment of the service provider pursuant to Clause GCC 6 shall constitute the service provider's only payment in connection with this Contract or the Services, and the service provider shall not accept for their own benefit any trade commission, discount, or similar payment in connection with activities pursuant to this Contract or to the Services or in the discharge of their obligations under the Contract, and the service provider shall use their best efforts to ensure that the Personnel, any Sub-service providers, and agents of either of them similarly shall not receive any such additional payment.

8.1.4 Service provider and Affiliates Not to be Otherwise Interested in Project.

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



preparation or implementation of the project.

8.1.5 Prohibition of Conflicting Activities

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

8.1.6 Confidentiality

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

8.1.7 Insurance to be Taken Out by service provider

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



the current premiums have been paid.

8.1.The Services provider’s Actions Requiring Local Authority’s Prior Approval

The service provider shall obtain the Local Authority’s prior approval in writing before taking any of the following actions:

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

8.1.9 Reporting Obligations

- (a) The service provider shall submit to the Local Authority the reports and documents specified in Appendix B hereto, in the form, in the numbers and within the time periods set forth in the said Appendix.
- (b) Final reports shall be delivered in CD ROM in addition to the hard copies specified in said Appendix.

8.1.10 Documents Prepared by the service provider to be the Property of the Local Authority

- (a) All plans, drawings, specifications, designs, reports, other documents and software submitted by the service provider under this Contract shall become and remain the property



of the Local Authority, and the service provider shall, not later than upon termination or expiration of this Contract, deliver all such documents to the Agency, together with a detailed inventory thereof.

- (b) The service provider may retain a copy of such documents and software. Restrictions about the future use of these documents, if any, shall be specified in the SCC.

8.1.11.1 Description of Personnel

The service provider shall employ and provide such qualified and experienced Personnel and Sub-service provider(s) as are required to carry out the Services. The titles, agreed job descriptions, minimum qualifications, and estimated periods of engagement in the carrying out of the Services of the service provider's Key Personnel are described in Appendix C. The Key Personnel and Sub service provider(s) listed by title as well as by name in Appendix C are hereby approved by the Authority.

8.1.11.2 Removal and/or Replacement of Personnel

Except as the Local Authority may otherwise agree, no changes shall be made in the Key Personnel. If, for any reason beyond the reasonable control of the Services provider, such as retirement, death, medical incapacity, among others, it becomes necessary to replace any of the Key Personnel, the service provider shall provide as a replacement a person of equivalent or better qualifications.



- (a) If the Local Authority finds that any of the Personnel have (i) committed serious misconduct or have been charged with having committed a criminal action, or (ii) have reasonable cause to be dissatisfied with the performance of any of the Personnel, then the service provider shall, at the Local Authority's written request specifying the grounds thereof, provide as a replacement a person with qualifications and experience acceptable to the Local Authority.
- (b) The service provider shall have no claim for additional costs arising out of or incidental to any removal and/or replacement of Personnel.

9. Obligations of the Local Authority

9.1 Assistance

The Local Authority shall use its best efforts to provide the service provider such assistance as specified in the SCC.

9.2 Change in the Applicable Law Related to Taxes and Duties

If, after the date of this Contract, there is any change in the Applicable Law with respect to taxes and duties which increases or decreases the cost incurred by the service provider in performing the Services, then the remuneration and reimbursable expenses otherwise payable to service provider under this Contract shall be increased or decreased accordingly by agreement between the Parties, and corresponding adjustments shall be made to the amounts referred to in



Clauses GCC 6.2 (a) or (b), as the case may be.

9.3 Payments to the service provider

Payment shall be based on agreed fee rates for nominated personnel and certain type or grade of personnel and reimbursable items, using either actual expenses or the agreed unit prices.

9.4 Contract Unit Prices and Reimbursable

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

(b) The unit price and reimbursable payable in local currency is set forth in the SCC.

9.5 Payment for Additional Services

For the purpose of determining the remuneration due for additional services as may be agreed, a breakdown of the unit prices and reimbursable is provided in Appendices D and E.

9.6 Terms and Conditions of Payment

Payments will be made to the account of the service provider and according to the payment schedule stated in the SCC. Unless otherwise stated in the SCC, the first payment shall be made against the provision by the Information Technology Services (Maintenance support) service provider of an advance payment guarantee for the



same amount, and shall be valid for the period stated in the SCC. Such guarantee shall be in the form set forth in Appendix G hereto, or in such other form, as the Local Authority shall have approved in writing. Any other payment shall be made after the conditions listed in the SCC for such payment have been met, and the service provider has submitted an invoice to the Local Authority specifying the amount due.

9.7 Good Faith

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

9.8 Amicable Settlement

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

9.9 Dispute Resolution

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



ANNEX 2: SPECIMEN FIELD DATA SHEET

Location:

Township ----- Plot number: -----

-

Ownership details:

Name of owner (as registered at Deeds Office) -----

Deeds Registration Number-----

Postal address of owner: -----

Tel No. (If possible) : -----

-

Email (If possible):-----

Signature of owner / occupant: -----

Property details:

Area of plot: ----- Area of improved structure -----

Land use zoning (code) ----- Actual use (code) -----

-



Section 2: Technical Proposal – Standard Forms

Comments on property that impact on the value (e.g. condition, locality etc)

Valuation details:

Value of land ----- Value per s.q.m. -----

Value of improvement ----- Value per s.q.m -----

Supporting material:

Diagram showing the situation of the property and the dimensions of the building(s) in sketch form is stapled to this sheet (see overleaf).

Inspected by:-----

Checked by (qualified valuer) :-----

Date:-----

ANNEXURE 3

SECOND SCHEDULE

Section 16(d); Section 17(1); Section 24(5)



FORM A

(Regulation 3 (1))

**NOTICE OF OBJECTION IN RESPECT OF PARTICULARS
INSERTED IN OR OMITTED**

FROM THE DRAFT SUPPLEMENATARY

ROLL

Address

.....

.....

Date

The Clerk to valuation Court

C/o Town Clerk

.....

.....

**The following entry has been made in the valuation roll for Matsapha
Town Council 2012-13**

DESCRIPTION OF THE LAND	AREA	SITUATION	USE	VALUE OF LAND (E)	VALUE OF IMPROVEME NTS (E)	AGRICU RAL CERTIFI E (E)

**I do hereby object to the entry shown above and ask that the following
should be substituted for the above:**

DESCRIPTION OF THE LAND	AREA	SITUATION	USE	VALUE OF	VALUE OF IMPROVEMENTS	AGRICUL RAL



Section 2: Technical Proposal – Standard Forms

				LAND (E)	(E)	CERTIFIC E (E)

On ground that:

.....
.....
.....
.....
.....
.....
.....

(Objector must here state the reason why he considers the entry should be altered)

.....

(Objector)

Finding of the valuation court:

.....
.....
.....
.....
.....
.....

.....

President



Section 2: Technical Proposal – Standard Forms

