



## **MATSAPHA TOWN COUNCIL**

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**REQUEST FOR PROPOSALS FOR THE PROVISION OF JOB EVALUATION AND  
SALARY SURVEY SERVICES FOR MATSAPHA TOWN COUNCIL**

**TENDER NUMBER: 20 OF 2022-23**

**01<sup>st</sup> MARCH 2022**



# ADVERTISEMENT

## REQUEST FOR PROPOSALS (RFP): PROVISION OF JOB EVALUATION AND SALARY SURVEY

### SERVICES FOR MATSAPHA TOWN COUNCIL

TENDER NO: 20 OF 2022-2023

Matsapha Town Council invites sealed Proposals from reputable consultancy firms for the Provision of Consultancy Services to undertake Job Evaluation and Salary Survey Services for the Matsapha Town Council. The 'Request for Proposals' document can be obtained at the Council Civic Offices, Treasury Department, Corner Airport Road and Police College Road.

Tenderers are expected to submit separate completed Technical and Financial Tender Proposals, signed and sealed, marked "**Technical Proposals for Development of the Matsapha Salary Review Exercise**" and "**Financial Proposal for Job Evaluation and Salary Survey**". The two envelopes must be enclosed in a sealed outer envelope, which shall be marked: "**Request for Proposal: Provision of Consultancy for the Job Evaluation and Salary Survey, TENDER NUMBER:20 OF 2022-23** and addressed to "**Chief Executive Officer, Matsapha Town Council, Corner Police College and Airport Road, Matsapha**". Failure to mark the envelope clearly and accurately may result in rejection of the application.

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; Company profile, Certified copy of valid Trading License, a valid and current Tax Compliance Certificate, certified copy of a current Labour Compliance Certificate, Certified copy of SNPF Certificate, Certified copy of Form J and Form C (Company Ownership and Shareholding), Financial Statements for the previous year , Names and Contacts of at least (5) Reference Customers , Certified copy of a Certificate of Incorporation , Police Clearance for **All** company Directors, Certified copy of proof of Legal Joint Venture (where necessary) and General receipt (**E400.00**) for payment of the tender document.

The Proposal must be deposited in the Tender Box situated at the **Matsapha Town Council, Corner Police College and Airport Road, Matsapha** at the latest by **10:00am (Eswatini time) on the 29<sup>th</sup> March 2022**. 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 Council's Offices on the **29<sup>th</sup> March 2022 at 10:00 am (Eswatini time)**.

Requests for clarifications, which must be in writing, should be addressed, via email, to **procurement@matsapha.co.sz**. Council will strive to promptly respond in writing via e-mail to any requests for clarification up until Close of Business on **22<sup>th</sup> March 2022**. Written copies of Councils response (including an explanation of the query but without identifying the source of inquiry) will be sent to all prospective Bidders.



# TERMS OF REFERENCE

## PROVISION OF JOB EVALUATION AND SALARY SURVEY SERVICES

Matsapha Town Council is a constitutional body established in terms of the Urban Government Act, 1969. The Constitution mandates the Council to control, manage and administer the town; maintain and cleanse all public streets and open spaces vested in the Council or committed to its management; abate all public nuisances; safeguard public health, and provide sanitary services for the removal and disposal of night soil, rubbish, carcasses of dead animals and all kinds of refuse; establish or take over and maintain, subject to the extent of its resources, any public utility service which it is authorized or required to maintain under any law and which is required for the welfare, comfort or convenience of the public; develop, control and manage any land vested in, owned or leased by the Council; establish or take over and administer, subject to the extent of its resources, housing schemes for the inhabitants of the municipality; generally promote the public health, welfare and convenience, and the development, sanitation and amenities of the Town.

### 1. Project Overview

Currently MTC employs approximately 127 staff. In line with the evolving needs of the organization, MTC now needs to re-align and redefine its current job grading system and salary scales. Therefore, MTC is requesting proposals from qualified firms to undertake a comprehensive management compensation package, including a salary grid. The overall goal of the review is to attract and retain the staff the Council needs to carry out its business through, in part, the institution of an appropriate overall compensation plan for the MTC management and staff.

### 2. Objectives and Purpose of the Assignment

**The first objective of the Consultancy is:**

- a. To develop a logical and consistent Job Evaluation framework upon which MTC can base future job grading decisions;
- b. The framework will be comprehensive, including competencies and other relevant criteria, and will respond to the new realities of the organization; and
- c. It will also be suitable for further expansions of the MTC workforce and roles

### 3. The second objective is to:

- a. Ensure fairness and equality, in terms of job grading, between staff members currently employed, and in comparison with newly recruited staff members;



- b. Undertake an alignment exercise, adjusting the job levels of current staff to address inequities and disparities between roles in the same job family and across the organization, and fully recognising roles and responsibilities undertaken; and
- c. To facilitate a smooth transition into the new job evaluation framework.

**4. The third objective is to:**

- a. Carry out a salary survey to compare MTC salaries with suitable local, regional and global comparators;
- b. Make proposals for adjustments to the salary scales, and draft an implementation plan

**5. Scope and focus of the assignment**

It is expected that the Job Evaluation and salary survey exercise will provide MTC with:

- a. A rational basis for making justifiable decisions on job grades;
- b. A consistent approach for the determination and management of relativities between jobs;
- c. The basis for developing an equitable pay structure across MTC based on a logical method of measuring relative job scope and size; and
- d. A strategic framework with which rational decisions can be made in response to changing organization structure and roles and to market rate pressures.
- e. A salary survey methodology that provides reliable and appropriate comparators

**6. The key tasks are as follows:**

- Conduct a remuneration survey in Swaziland with similar comparable organisations and other critical benchmark companies. The consultant can include other companies in the survey other than similar comparable organisations.
- Analyse the current remuneration structure currently tenable at MTC together with the related benefits to determine if the company is still competitive in the Eswatini pay market and to make appropriate recommendations in this regard. This must of necessity include a review of the remuneration gaps in the various departments (internal pay equity and fairness), taking into account both the existing as well as the proposed grading system (Patterson Job Grading System) - and to make any appropriate recommendations in this regard.
- To examine and rationalise gaps existing between salary scales and grades in all cadres and determine whether consistency and a smooth transition from one grade to the next, exists.
- To examine and address all current pay levels with regards to compatibility with the recommended pay levels. In this respect, a clear action plan must be recommended on how current pay levels that are outside the new pay scales will be managed and addressed to be brought in line with the overall company norm. In addition, it is MTC’s intention that the new pay scales will cover contract employees, permanent staff as well as trainees.
- Establish a Job Evaluation quality assurance methodology.
- Salary Benchmark structure should be broken according to the Total Cost To Company (TCTC) system as per the job levels indicated below:

Lower	Mid	Upper
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- Reviewing remuneration practices as depicted in the Staff Standing Orders to be in line with the recommended remuneration structure.
- Reviewing current benefits/allowances (special project, operator allowance, standby allowance) and recommending any changes.
- Analyse and validate job profiles, according to the set KPI's and industry and recommend changes where necessary.
- Preview council employment approaches (contract and permanent) and recommend feasible approaches where necessary. This should be done taking into cognisant employee retention to curb staff turnover.

## 7. Deliverables

The key expected outputs/deliverables of this exercise will include:

- a. A comprehensive new job evaluation framework that is appropriate for the MTC and allows fair and equitable evaluation of current and future jobs, upholding the principle of equal pay for equal work.
- b. An evaluation of all current updated jobs, against the new job evaluation framework, with recommendations for job grade alignments.
- c. A change management plan to allow the MTC to implement the recommendations for job grade changes.
- d. A salary survey against which current salaries can be reviewed, and a salary survey methodology that can be used for future surveys.
- e. Monitoring and progress controls, including reporting requirements

The consulting firm's work progress will be monitored primarily through periodic review meetings, the precise schedule of which is to be determined based on consultation with the consulting firm. The consulting firm is also expected to produce, upon MTC's request, a formal progress report for the internal management committee that includes: an overview of the project, a narrative description of project activities, detailed information on project objectives and milestones, actual achievements made against the timeline initially set, etc.

- f. Consultant will be required to present his final report to the Executive Management, Steering Committee and finally to Council.

## 8. Monitoring and progress controls, including reporting requirements

The consulting firm's work progress will be monitored primarily through periodic review meetings, the precise schedule of which is to be determined based on consultation with the consulting firm. The consulting firm is also expected to produce, upon MTC's request, a formal progress report for the internal management committee that includes: an overview of the project, a narrative description of project activities, detailed information on project objectives and milestones, actual achievements made against the timeline initially set, etc.



**Milestone # 1 - In the initial phase of this assignment, the selected Consultant will advise MTC as to the current management compensation and job evaluation system such that it can be revised and streamlined through an analysis of:**

The MTC Mission and Vision as appropriate, in relation to the Management job evaluation process. Process for job description updates/development to ensure the duties and responsibilities of the jobs within management are captured and job

Descriptions are kept up-to-date.

**Milestone # 2 - The second phase of the work shall consist of the development of specific**

Modifications to the existing job evaluation system and salary grid, which may include, but are not limited to:

The addition, deletion or modification of the existing compensable factors to Streamline the evaluation process and to capture the duties and responsibilities of Management. Assign weightings to the factors to better align with the MTC mission and values, as appropriate.

- Identifying and addressing any notable system deficiencies.
- Provision of a questionnaire for management staff regarding compensable factors and accompanying instruction to ensure the consistent interpretation and rating of the responses being provided.
- To review industry compensation to ensure that MTC's compensation is competitive and sustainable and to adjust salary grid as appropriate.
- Review the resulting point factor scores in the context of the existing or modified salary scheme.
- Revise as necessary.

**Milestone # 3 - The third phase of the work shall consist of:**

- Reviewing current benefits and recommending any changes necessary to align with benefits negotiated with in-scope staff and identifying any others that are more appropriate for management staff.
- On delivery of the report familiarizing board and management team members with the outcomes and the processes underlying them.
- Being available to advise on implementation and any staff concerns.

To ensure the MTC Management Compensation Plan meets the goal of the MTC, to be an employer of choice, reflects the MTC strategic plan and values, is based on best practices and is sustainable.

Evaluation Criteria Table

- 1)Company Profile
  - (a) Ownership & affiliations



- (b) Number of years in the HR Consulting space/business.
- (c) Listing proposed team members' /key personnel to service MTC account, including background and experience (CVs)
- (d) Availability of staff and support capabilities

**2) Technical/Professional Competence**

- (a) Compliance to tender Specifications
- (b) Customer Service
- (c) Capability
- (d) Past Performance
- (e) Strategy to complete the project

**Service Profile/Qualifications**

- a) Expertise and Resources
- b) Significant experience with a project of this scope
- c) Comprehensive knowledge of system proposed
- d) Service methodology and maintenance approach as noted in Scope of Work
- e) Expected response time for all on-site service

**Pricing**

- a) Milestone #1
- b) Milestone #2
- c) Milestone #3
- d) Communication costs
- e) Hourly Rate for support
- f) Any and all other charges

**4) References**

- a) List of public and not for profit sector customer base
- b) Minimum of 3 customer references
- c) Include services delivered, size of group
- d) How long you have serviced these accounts.

The TOR seeks to identify an individual or firm to conduct an independent survey for purposes of reviewing current job and salary levels of the Matsapha Town Council in line with prevailing market rates for similar work of comparable quality, complexity and difficulty. Upon completion of the survey, the results will be shared with the management and organized labour to reach a consensus on the optimum rates that should be applied to Matsapha Town Council employees.



#### **4 Scope of assignment**

The selected individual or firm will be guided by the Related Regulations (Staff Regulations and Urban Government Act) and Matsapha Town Council Staff Standing Orders and other relevant internal policy documents; any applicable laws and sector benchmarks; and established practices.

#### **5 Methodology**

In conducting the survey, the consultant shall employ suitable methodology which must include:

5.1 Collecting and analyzing salary structures and associated benefits (including typical allowances and benefits, both monetary and non-monetary) of selected Public Enterprise Entities and comparator organizations.

5.2 The consultant shall present a draft analysis report to MTC EXCO, organized labour and Council, that must have recommendations on the proposed salary scale.

5.3 The Consultant shall prepare a draft final report, incorporating comments from the Matsapha Town Council internal stakeholders. The individual or firm shall maintain complete confidentiality of all data and documents provided by selected comparator employers and by that of the Matsapha Town Council; and shall not be shared with any third party individual or agency without the Matsapha Town Council Management's prior written consent.

#### **7 Instrumental arrangements**

7.1 The work of an individual or firm that will be engaged will be supervised by the Corporate Services Manager or equivalent, and as such, submission of all reports will be coursed through the Corporate Services Manager or equivalent;

7.2 The final confirmation of the acceptability of the report and its contents will be undertaken by the Corporate Services Manager or equivalent; and

7.3 The CSM shall, upon receipt of the report by consultants, engage EXCO and organized labour at the Matsapha Town Council with a view of evaluating implementation of the recommendations of the report.



## **8 Duration of Assignment**

The exercise is expected to be completed within 8 (eight) weeks from the date of signing of the contract. The consultant therefore is required to prepare and submit the proposal that allows the achievement of all deliverables within an 8 (eight) week period.

## **9 Duty station**

The selected individual or firm shall not be required to work from Matsapha Town Council offices but may work from his/her offices with coordinated visits to the Matsapha Town Council. As and when required, the consultant should visit comparators in the course of undertaking the assignment.

## **10 Qualifications and experience**

The successful consultant shall meet the following criteria:

10.1 Minimum Honors Degree in fields related to Human Resource Management/Organizational Development/Industrial Psychology etc.

10.2 A Master's Degree Specialization in Remuneration Practices is desirable;

10.3 Membership to HR Professional Body (IPM/SABPP)

10.4 Patterson Job Grading System Certification or equivalent

10.5 Proven track record in the area of compensation and benefit analysis, preferably for a public sector organization;

10.6 Experience in the field of human resource management;

10.7 Past experience in undertaking salary reviews for public sector organizations;

10.8 Excellent writing and presentation skills; and

10.9 Familiarity with the Urban Government (Staff) Regulations, Local Labour Laws, Local Municipal Council employment policies etc. will be an advantage.

**NB: Failure to provide required documents will result in disqualification**



## **11. INFORMATION REQUIRED FROM TENDERERS**

The Council will require the tenderers to submit the following information alongside the tender documents:

- Company profile,
- Certified copy of valid Trading License,
- a valid/original and current Tax Compliance Certificate,
- Certified copy of current Labour Compliance Certificate,
- Certified copy of SNPF Certificate
- Certified copy of Form J and Form C (Company Ownership and Shareholding),
- Financial Statements for the previous year
- Names and Contacts of at least (5) Reference Customers
- Certified copy of a Certificate of Incorporation
- Certified copy of Police Clearance for All company Directors,
- Certified copy of proof of Legal Joint Venture (where necessary)
- General receipt (E400) for payment of the tender document.

**12. Payments for the tender fee should be made to Matsapha town Council BANK ACCOUNTS listed in the table below or at the Matsapha Town Council Treasury Department. The REFERENCE to be used when making payment is: T20 of 2022/23.**

**ACCOUNT NAME: Matsapha Town Council**

**BANK NAME: Standard Bank (Matsapha Branch)**

**ACCOUNT NO: 9110003235915**

**BRANCH CODE: 663464**

**FAX NO: 2518 6646**

**Tenders submitted by Fax, Telex or e-mail will not be accepted**

## **13. CONTRACT AWARD PROCEDURES**

The awarding of contract shall be recommended to the best evaluated tenderer, as determined by the evaluation methodology and criteria specified in the invitation document.



The contract award decision shall be taken by the appropriate approvals authority, but the award decision does not constitute a contract.

Following the contract award decision, the procuring entity shall prepare a notice indicating the name of the best evaluated tenderer, the value of the proposed contract and any evaluation scores. The notice shall be-

- a. Sent directly to all tenderers who submitted tenders by letter and where appropriate, by fax or email; and,
- b. b) Council shall allow a period of at least ten working days to elapse from the date of dispatch of the notice before a contract is awarded.



## SECTION 1

### INSTRUCTIONS TO CONSULTANCY FIRMS

#### DEFINITIONS

- (a) “Council” means Matsapha Town Council or MTC.
- (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) “Collusive” practices mean a scheme or arrangement between two or more Consultancy firms, with or without the knowledge of the procuring entity, designed to establish tender prices at artificial, non-competitive levels.
- (d) “Consultancy” means any entity or person that may provide or provides the Services to Council under the Contract.
- (e) “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.
- (f) “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.
- (g) “Data Sheet” means such part of the Instructions to Consultancy firm(s) used to reflect specific assignment conditions.
- (h) “Day” means calendar day.
- (i) “Fraudulent practice” means a misrepresentation or omission of facts in order to influence a procurement process or the execution of a contract.
- (j) “Government” means the government of Swaziland.
- (k) “Instructions to Consultancy firm s” means the document which provides Consultancy firm(s) with all information needed to prepare their Proposals.
- (l) “Personnel” means professionals and support staff provided by the Consultancy firm or by any Sub-Audit firm and 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; “Local Personnel” means such professionals and support staff who at the time of being so provided had their domicile inside Swaziland.
- (m) “Proposal” means the Technical Proposal and the Financial Proposal.
- (n) “RFP” means this Request for Proposals.



- (o) “Services” means the work to be performed by the Consultancy firm pursuant to the Contract.
- (p) “Sub-Consultancy Firm” means any person or entity with whom the Consultancy firm subcontracts any part of the Services.
- (q) “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 Council and the Consultancy firm, and expected results and deliverables of the assignment.

## **1. INTRODUCTION**

- 2.1 The tenderers are invited to submit for this assignment a Technical Proposal and a Financial Proposal, separately, as specified in the Data Sheet for consulting services required. The proposal will be the basis for contract negotiations and ultimately for a signed contract with the selected firm.
- 2.2 The assignment shall be implemented within a period as stated in the Data Sheet.
- 2.3 The tenderers must familiarize themselves with the local conditions and take them into account in preparing their proposals. To obtain first-hand information on the assignment and on the local conditions. The representative of the tendering company may contact the officials named in the Data Sheet to obtain information on the pre-proposal conference.
- 2.4 The tenderers are responsible for obtaining all licenses and permits needed to carry out this assignment.
- 2.5 All costs associated with preparing this tender document, including all site visits are to be borne by the tenderer.
- 2.6 The Matsapha Town Council requires that tenderers provide professional, objective, and impartial advice and at all times hold the Client’s interests paramount, without any consideration for future work, and strictly avoid conflicts with other assignments or their own corporate interests.
- 2.7 It is the Council’s policy to require that Consultants observe the highest standard of ethics during the selection and execution of such contracts. In pursuance of this policy, the Council:
  - a) Defines, for the purposes of this provision, the terms set forth below as follows:
    - i. “corrupt practice” means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official in the selection process or in contract execution; and



- ii. “fraudulent practice” means a misrepresentation of facts in order to influence a selection process or the execution of a contract to the detriment of the Council, and includes collusive practices among consultants (prior to or after submission of proposals) designed to establish prices at artificial, non-competitive levels and to deprive the Council of the benefits of free and open competition.
- b) will reject a proposal for award if it determines that the firm recommended for award has engaged in corrupt or fraudulent activities in competing for the contract in question;
- c) will cancel the Contract with the firm’s if at any time determines that corrupt or fraudulent practices were engaged in by representatives of the firm during the selection process or the execution of that contract;
- d) will declare a firm ineligible, either indefinitely or for a stated period of time, to be awarded a Council-financed contract if it at any time determines that the firm has engaged in corrupt or fraudulent practices in competing for, or in executing, a Council -financed contract; and
- e) Will have the right to require that, in contracts financed by the Council, a provision be included requiring consultants to permit the Council to inspect their accounts and records relating to the performance of the contract and to have them audited by auditors appointed by the Council.

2.8 Consultants shall not be under a declaration of ineligibility for corrupt and fraudulent practices issued by the Council in accordance with the above sub para. 2.7 (d).

2.9 Consultants shall furnish information as described in the Financial Proposal submission form (Section 4A) on commissions and gratuities, if any, paid or to be paid to agents relating to this proposal, and to execute the work if the firm is awarded the contract.

2.10 Consultants shall be aware of the provisions on fraud and corruption stated in the Standard Contract under the clauses indicated in the Data Sheet.

## **2. PREPARATION OF PROPOSALS**

2.1 Tenderers are requested to submit the proposals (para. 1.2) written in the language(s) specified in the Data Sheet.



### 3. TECHNICAL PROPOSAL

- 3.1 In preparing the Technical Proposal, tenderers are expected to examine the documents constituting this RFP in detail. Material deficiencies in providing the information requested may result in rejection of a proposal.
- 3.2 While preparing the Technical Proposal, tenderers must give particular attention to the following:
- (i) Legally binding Joint Ventures are welcome, only with approval of the Client as indicated in the Data Sheet.
  - (ii) For assignments on a staff-time basis, the estimated number of professional staff-months is given in the Data Sheet. The proposal shall, however, be based on the number of professional staff-months estimated by the firm.
  - (iii) It is desirable that the majority of the key professional staff proposed be permanent employees of the firm or have an extended and stable working relationship with it.
  - (iv) Proposed professional staff must, at a minimum, have the experience indicated in the Data Sheet, preferably working under conditions similar to those prevailing in the country of the assignment.
  - (v) Alternative professional staff shall not be proposed, and only one curriculum vitae (CV) may be submitted for each position.
  - (vi) Reports to be issued by the tenderer as part of this assignment must be in the language(s) specified in the Data Sheet. It is desirable that the firm's personnel have a working knowledge of the Client's national language.
- 3.3 The Technical Proposal shall provide the following information using the attached Standard Forms (Section 3):
- (i) A brief description of the firm's organization and an outline of recent experience on assignments (Section 3B) of a similar nature. For each assignment, the outline should indicate, inter alia, the profiles of the staff proposed, duration of the assignment, contract amount, and firm's involvement.
  - (ii) Any comments or suggestions on the Terms of Reference and on the data, a list of services, and facilities to be provided by the Client (Section 3C).
  - (iii) A description of the methodology and work plan for performing the assignment (Section 3D).



- (iv) The list of the proposed staff team by specialty, the tasks that would be assigned to each staff team member, and their timing (Section 3E).
- (v) CVs recently signed by the proposed professional staff and the authorized representative submitting the proposal (Section 3F). Key information should include number of years working for the firm/entity and degree of responsibility held in various assignments during the last ten (10) years.
- (vi) Estimates of the total staff input (professional and support staff; staff time) needed to carry out the assignment, supported by bar chart (or an appropriate variation of this) diagrams showing the time proposed for each professional staff team member (Sections 3E & 3G).
- (vii) A detailed description of the proposed methodology, staffing.
- (viii) Any additional information requested in the Data Sheet.

3.4 The Technical Proposal shall not include any financial information.

#### **4. FINANCIAL PROPOSAL**

- 4.1 In preparing the Financial Proposal, tenderers are expected to take into account the requirements and conditions outlined in the RFP documents. The Financial Proposal should follow Standard Forms (Section 4). It lists all costs associated with the assignment, including (a) remuneration for staff (foreign and local, in the field and at headquarters), and (b) reimbursable expenses such as subsistence (per diem, housing), transportation (international and local, for mobilization and demobilization), services and equipment (vehicles, office equipment, furniture, and supplies), office rent, insurance, printing of documents and surveys. If appropriate, these costs should be broken down by activity and, if appropriate, into foreign and local expenditures.
- 4.2 The Financial Proposal should clearly estimate, as a separate amount, the local taxes, duties, fees, levies, and other charges imposed under the applicable law, on the tenderers, the companies in joint venture with, and their personnel (other than nationals or permanent residents of the government's country), unless the Data Sheet specifies otherwise.
- 4.3 Consultants should express the price of their services in the currency of the Kingdom of Eswatini.
- 4.4 Commissions and gratuities, if any, paid or to be paid by tenderers and related to the assignment will be listed in the Financial Proposal submission form (Section 4A).



4.5 The Data Sheet indicates how long the proposals must remain valid after the submission date. During this period, the tenderer is expected to keep available the professional staff proposed for the assignment. The Client will make its best effort to complete negotiations within this period. If the Client wishes to extend the validity period of the proposals, the tenderers who do not agree have the right not to extend the validity of their proposals.

## **5. SUBMISSION, RECEIPT, AND OPENING OF PROPOSALS**

5.1 The original proposal (Technical Proposal and, if required, Financial Proposal; see para. 1.2) shall be prepared in indelible ink. It shall contain no interlineations or overwriting, except as necessary to correct errors made by the firm itself. Any such corrections must be initialed by the persons or person who sign(s) the proposals.

5.2 For each proposal, the consultants shall prepare the number of copies indicated in the Data Sheet. Each Technical Proposal and Financial Proposal shall be marked “ORIGINAL” or “COPY” as appropriate. If there are any discrepancies between the original and the copies of the proposal, the original governs.

5.3 The original and all copies of the Technical Proposal shall be placed in a sealed envelope clearly marked “Technical Proposal,” and the original and all copies of the Financial Proposal in a sealed envelope clearly marked “**FINANCIAL PROPOSAL;**” **name of company** and warning: “**DO NOT OPEN WITH THE TECHNICAL PROPOSAL.**” Both envelopes shall be placed into an outer envelope and sealed. This outer envelope shall bear the submission address and other information indicated in the Data Sheet and be clearly marked, “**DO NOT OPEN, EXCEPT IN PRESENCE OF THE EVALUATION COMMITTEE.**”

5.4 The completed Technical and Financial Proposals must be delivered at the submission address on or before the time and date stated in the Data Sheet. Any proposal received after the closing time for submission of proposals shall be returned unopened.

5.5 After the deadline for submission of proposals, the Technical Proposal shall be opened immediately by the evaluation committee. The Financial Proposal shall remain sealed until the evaluation of the Technical Proposal is completed.

## **6. EVALUATION OF TECHNICAL PROPOSALS**

6.1 The evaluation committee, appointed by the Client as a whole, and each of its members individually, evaluates the proposals on the basis of their 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 Terms of Reference or if it fails to achieve the minimum technical score indicated in the Data Sheet.

- 6.2 In the case of Quality-Based Selection, Selection Based on Tenderer's Qualifications, and Single-Source Selection, the highest ranked firm or firm selected on a single-source basis is invited to negotiate its proposal and the contract on the basis of the Technical Proposal and the Financial Proposal submitted in accordance with the instructions given in para. 1.2 And the Data Sheet.
- 6.3 Public Opening and Evaluation of Financial Proposals, after the evaluation of quality is completed, the Client shall notify those consultants whose proposals did not meet the minimum qualifying mark or were considered non-responsive to the RFP and Terms of Reference, indicating that their Financial Proposals will be returned unopened after completing the selection process. The Client shall simultaneously notify the consultants that have secured the minimum qualifying mark, indicating the date and time set for opening the Financial Proposals.
- 6.4 The Financial Proposals shall be opened publicly in the presence of the consultants' representatives who choose to attend. The name of the consultant, the qualifying scores, and the proposed prices shall be read aloud and recorded when the Financial Proposals are opened. The Client shall prepare minutes of the public financial proposal opening.
- 6.5 The evaluation committee will determine whether the Financial Proposals are complete (i.e., whether they have costed all items of the corresponding Technical Proposals), correct any computational errors, and convert prices in various currencies to the single currency specified in the Data Sheet.
- 6.6 In case of QCBS, the lowest Financial Proposal (Fm) will be given a 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. The firm achieving the highest combined technical and financial score will be invited for negotiations.



6.7 In the case of Fixed-Budget Selection, the Client will select the firm that submitted the highest ranked Technical Proposal within the budget (“evaluated” price). Proposals that exceed the indicated budget will be rejected. In the case of the Least-Cost Selection, the Client will select the lowest proposal (“evaluated” price) among those that passed the minimum technical score. In both cases the selected firm is invited for negotiations.

## **7. AWARD OF CONTRACT**

- 7.1 Negotiations the contract will be awarded following negotiations. After negotiations are completed, the Client will promptly notify other consultants on the shortlist that they were unsuccessful.
- 7.2 The firm is expected to commence the assignment on the date and at the location specified in the Data Sheet.
- 7.3 Negotiations will be held at the address indicated in the Data Sheet. The aim is to reach agreement on all points and sign a contract.
- 7.4 Negotiations will include a discussion of the Technical Proposal, the proposed methodology (work plan), staffing and any suggestions made by the firm to improve the Terms of Reference. The Client and firm will then work out final Terms of Reference, staffing, and bar charts indicating activities, staff, periods in the field and in the home office, staff-months, logistics, and reporting. The agreed work plan and final Terms of Reference will then be incorporated in the “Description of Services” and form part of the contract. Special attention will be paid to getting the most the firm can offer within the available budget and to clearly defining the inputs required from the Client to ensure satisfactory implementation of the assignment.
- 7.5 Having selected the firm on the basis of, among other things, an evaluation of proposed key professional staff, the Client expects to negotiate a contract on the basis of the experts named in the proposal. Before contract negotiations, the Client will require assurances that the experts will be actually available. The Client will not consider substitutions during contract negotiations unless both parties agree that undue delay in the selection process makes such substitution unavoidable or that such changes are critical to meet the objectives of the assignment. If this is not the case and if it is established that key staff were offered in the proposal without confirming their availability, the firm may be disqualified.
- 7.6 The negotiations will conclude with a review of the draft form of the contract. To complete negotiations the Client and the firm will initial the agreed contract. If negotiations fail, the



Client will invite the firm whose proposal received the second highest score to negotiate a Contract.

## 8. CONFIDENTIALITY

8.1 Information relating to evaluation of proposals and recommendations concerning awards shall not be disclosed to the consultants who submitted the proposals or to other persons not officially concerned with the process, until the winning firm has been notified that it has been awarded the contract.

## DATA SHEET

Paragraph Reference	
1.	a) Name of the Client: <u>Matsapha Town Council</u> b) Project Name: <u>The Job Evaluation and Review of Salaries for Matsapha Town Council Employees</u> c) Tender Number: <u>20 OF 2022-2023</u> d) Method of selection: <u>Quality &amp; Cost -based Selection (QCBS)</u>
2.	Financial Proposal to be submitted together with Technical Proposal: <u>Yes</u> (but these should be in two separate envelopes, one clearly marked “ <b>Technical Proposal</b> ” and the other “ <b>Financial Proposal</b> ”)
3.	Name of the assignment: <u>The Job Evaluation and Review of Salaries for Matsapha Town Council Employees</u>
4.	An optional pre-proposal conference will be held: <u>No</u>



5.	<p>The name(s), address(es), and telephone numbers of the Client’s official(s) are:</p> <p><b>The Tender Board Chairperson</b></p> <p><b>Matsapha Town Council</b></p> <p><b>P. O. Box 1790 Matsapha Swaziland</b></p> <p><b>Tel: + 268 2518 6637 / 8</b></p> <p><b>Fax: + 268 2518 6646</b></p> <p><b>Email: <a href="mailto:procurement@matsapha.co.sz">procurement@matsapha.co.sz</a></b></p>
6.	<p>The Client will provide the following outputs:</p> <ul style="list-style-type: none"> <li>• <b>Matsapha Town Council Job Evaluation and Salary Review Report</b></li> </ul> <p>The recruited Consultant is required to handover all intellectual property that belongs to the Client on completion of the task.</p>
7.	<p>The Client envisages the need for continuity for downstream work: <b><u>No</u></b></p>
8.	<p>Taxes: All Consultancy firm(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)</p> <p>Information on taxes may be obtained from the following:</p> <p><b>The Commissioner General</b></p> <p><b>P.O. Box 186</b></p> <p><b>Mbabane</b></p> <p><b>Swaziland</b></p> <p><b>Tel. +268 2406 4050 (Contact Centre)</b></p>
9.	<p>Clarifications may be requested seven (7) days before the submission date. All clarification shall be delivered or emailed to the person below;</p>



	<p>The Tender Board Chairperson</p> <p>Matsapha Town Council</p> <p>P. O. Box 1790</p> <p>MATSAPHA</p> <p>Swaziland</p> <p>Tel: + 268 2518 6637 / 8</p> <p>Fax: + 268 2518 6646</p> <p>Email: <a href="mailto:procurement@matsapha.co.sz">procurement@matsapha.co.sz</a></p>
10.	Proposals should be submitted in the following language(s): <b><u>English</u></b>
11.	<p>a) Short-listed firm/entity may associate with other short-listed firm: <b><u>No</u></b></p> <p>b) The estimated number of professional staff-months required for the assignment is: <b><u>six [6] weeks</u></b></p> <p>c) Reports that are part of the assignment must be written in the following language(s): <b><u>English</u></b></p> <p>d) Training is a specific component of this assignment: <b><u>No</u></b></p>
12.	Taxes: <b><u>The amount payable by the Client to Consultant under the contract to be subject to local taxation</u></b>
13.	Consultants to state local cost in the national currency SZL: <b><u>Yes</u></b>
14.	Proposals must remain valid <b><u>ninety [90] days</u></b> after the submission date
15.	Consultants must submit <b><u>1 original and 2 additional copies</u></b> of each proposal: separating the technical and the financial proposals.



16.	<p>The proposal submission address is:</p> <p><b>The Tender Board Chairperson</b></p> <p><b>Matsapha Town Council</b></p> <p><b>Corner Police College Road and Airport Road</b></p> <p><b>P.O. Box 1790</b></p> <p><b>Matsapha</b></p> <p><b>Swaziland</b></p>
17.	<p>Proposals must be delivered at Matsapha Town Council Offices Corner Police College and Airport Road, not later than <b>10:00am</b> on <b>29<sup>th</sup> March 2022</b> at which time the technical proposal will be opened at the same delivery venue.</p>
18.	<p>The following documents must be submitted together with the proposals:</p> <ul style="list-style-type: none"> <li>a) Company profile</li> <li>b) Certified copy of valid Trading License</li> <li>c) A valid/Original and current Tax Clearance Certificate</li> <li>d) Certified copy of current Labour Compliance Certificate</li> <li>e) Certified copy of SNPF Certificate</li> <li>f) Certified copy of Form J and Form C (Company Ownership and Shareholding).</li> <li>g) Financial Statements for the previous year</li> <li>h) Names and Contacts of at least (5) Reference Customers</li> <li>i) Certified copy of Certificate of Incorporation</li> <li>j) Certified copy of Police Clearance for All company Directors</li> <li>k) Certified copy of Proof of Legal Joint Venture (where necessary)</li> <li>l) General receipt (<b>E400</b>) for payment of the tender document</li> </ul>
19.	<p>The Minimum Technical Qualifying Score is: <b>70%</b></p>
20.	<p>The number of points to be given under each of the evaluation criteria are:</p>



Criteria	<u>Points</u>
Specific experience of the tenderer related to the assignment in the last five years	30
Total points for criterion	30
Adequacy of the proposed work plan and methodology in responding to the Terms of Reference	
a) Methodology for performing the assignment (20)	40
b) Task Assignment per staff (10)	
c) Timelines or proposed work schedule (10)	
Total points for criterion	40
Qualifications and competence of the key staff for the Assignment (accompanied by CVs & certificates)	20
a) Team Leader, with Post Graduate qualifications in the relevant field (10)	20
b) Project Manager with Post Graduate qualifications in the relevant field (5)	
c) Remuneration specialist (5)	
Total points for criterion	20
Understanding of Assignment	10
Total points for criterion	10
Total points	100
The minimum technical score (St) required to pass is 70%	



21.	The financial proposal shall be denominated in <b>SZL (Emalangeni)</b>
22.	The formula for determining the financial scores is the following: <i>[Either <math>S_f = 100 \times F_m / F</math>, in which <math>S_f</math> is the financial score, <math>F_m</math> is the lowest price and <math>F</math> the price of the proposal under consideration, or another proportional linear formula]</i>
23.	The weights given to the Technical and Financial Proposals are:  <b><u>T= 0.8, and</u></b>  <b><u>F= 0.2</u></b>
24.	Expected date for commencement of consulting services: <b><u>from the day after the issuance of Notice to Proceed.</u></b>



## SECTION 2

### TECHNICAL PROPOSAL - STANDARD FORMS

Paragraph 9 of 'Instructions to Consultancy firm(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 Firm, Questionnaire

TECH-3 Professional Team Assigned

TECH-4 Proposed Methodology, Questionnaire

TECH-5 Timelines

TECH-6 Documents comprising proposal

TECH-7 Declaration of Eligibility



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

To: **The Tender Board Chairperson**  
**Matsapha Town Council**  
**Corner Airport Road and Police College Road**  
**MATSAPHA**

Dear Sirs:

I, the undersigned, offer to provide **Consultancy services to Matsapha Town Council** in accordance with your Request for Proposal dated 01<sup>st</sup> March 2022 and our Proposal. We are hereby submitting our Proposal, which includes this Technical Proposal, and a Financial Proposal sealed under a separate envelope.

I hereby declare that all the information and statements made in this Proposal are true and accept that any misinterpretation contained in it may lead to disqualification.

If negotiations are held during the period of validity of the Proposal, i.e., before the date indicated in Paragraph Reference 2.1 of the Data Sheet, we undertake to negotiate on the basis of the proposal. My Proposal is binding upon us and subject to the modifications resulting from Contract negotiations.

We undertake, if my Proposal is accepted, to initiate the Consultancy services related to the assignment not later than the date indicated in Paragraph Reference 22.1 of the Data Sheet.

We understand that Matsapha Town Council is not bound to accept the lowest or any proposal.

We remain,

Yours sincerely,



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

Name and Title of Signatory: \_\_\_\_\_

Name of Consultancy Firm: \_\_\_\_\_

Address: \_\_\_\_\_

[Stamp of the Firm]

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*FORM TECH-2:*

**CONSULTANCY FIRM'S OVERALL CAPABILITIES**

OVERALL CAPABILITIES OF THECONSULTANCY	RESPONSE
1. What is the size of the firm from which the Consultancy would be performed? Please provide information on the number for each level of professional staff in the firm, partner/staff ratio. The number of Consultancies performed annually by the office.	
2. How many clients does the firm have? In what sectors does the client base predominate?	
3. What experience does the firm have in Consultancy <u>public enterprises</u> especially those involved in policy formulation and implementation or similar endeavours such as central government ministries	
4. What experience does the firm have in relation to such clients, where the clients must report in accordance with its establishing Act and International Financial Reporting Standards?	



<p>5. What is the consultancy’s internal quality control procedures for specific Consultancy assignments and the firm’s quality assurance program? When was the consultancy last subject to an independent quality assurance review and what was the nature of the review?</p>	
<p>6. What is the nature of the consultancy’s affiliation with its worldwide consultants? If it has.</p>	
<p>7. What is the nature of the consultancy’s access to the worldwide firm’s knowledge base, quality assurance system, professional development and other resources to support its work?</p>	
<p>8. Does the consultancy have an internal staff rotation policy? If so what is the period of rotation of partner/managers/consultants in charge for assignments in your firm?</p>	
<p>9. What arrangements does the firm have to ensure that if key personnel (partners, managers, Consultants in charge, specialist Consultants) proposed for the Consultancy cannot be made available, must be substituted during the course of the engagement, or must rotate in accordance with the firm’s rotation policy, that similarly qualified and experienced staff can be assigned in their place in a timely fashion?</p>	
<p>10. Are there any legal actions or potential conflicts of interest relating to the firm that may impact the ability of the consultancy to provide services to Council</p>	
<p>11. Can the firm provide client references to support its proposal? Please state three recent references with contact persons and contact details.</p>	



*FORM TECH-3:*

*PROFESSIONAL TEAM ASSIGNED*

1. Please provide the organogram structure of the organization in relation to the team to be assigned for the services	
2. Please provide the CVs of the proposed partners, managers, Consultants-in-charge and any specialist Consultants. Note the professional and academic qualifications, years of external Consultancy experience, recent professional development activities, experience with Consultancy of public enterprises entities, experience with Consultancy against international financial reporting standards, and any experience with the Consultancy of any category A public enterprise in Swaziland	
3. What is the time allocation for the various proposed members of the professional team? Please provide a time breakdown by interim and final Consultancy phases.	
4. What would be the nature and extent of the involvement of the proposed partners and managers and any specialist Consultants in the performance of Council Consultations in the interim and final Consultancy phases?	

**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 Consultancy services. I understand that any wilful misstatement described herein may lead to the firm’s disqualification or dismissal, if engaged.

\_\_\_\_\_ Date: \_\_\_\_\_

*(Signature of staff member or authorized representative)*

*(Day/Month/Year)*



FORM TECH-4:

PROPOSED METHODOLOGY

1. What is the consultancy's approach to incorporating risk assessment into the planning and conduct of the exercise? How would this be expected to integrate with Council's own risk management processes?	
2. What is the consultancy's approach to incorporating reviews of the corporate governance arrangements of Council and the control environment - against good international practices - into the planning and conduct of the Internal Audit exercise?	
3. What is the Consultancy firm's proposed approach to training Council and Management on good corporate governance practices?	
4. What is the Consultancy firm's proposed approach in addressing Management's action in addressing weaknesses	
5. What is the Consultancy firm's proposed approach in providing a quality assurance program to Management?	
6. How will the Consultancy firm ensure adequate monitoring of Council's internal control systems?	
7. How will the Consultancy firm adequately test and review Council's information systems	
8. How will procedures to determine the reliability of information produced and the effectiveness of internal policies and procedures be determined?	
9. How will the Consultancy firm derive an audit plan and procedures manual for audit work programs and, if applicable, risk-based auditing or risk assessment	
10. How will the Consultancy firm derive an audit charter or mission statement that set forth the audit purpose, objectives, organisation, authority and responsibilities?	



TECH: 5

PROPOSED TIMELINES

ACTIVITY	TIMEFRAME	START AND COMPLETION DATE



## FORM TECH-7: DECLARATION OF ELIGIBILITY

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

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

To: **The Town Clerk**  
**Matsapha Town Council**  
**Corner Airport Road and Police College Road**  
**P.O. Box 1790**  
**MATSAPHA**

Dear Sirs,

**RE: TENDER NUMBER: 20 OF 2022/23**

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.

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 Consultancy firm s' section.

FIN-1 Financial Proposal Submission Form

FIN-2 Summary of Proposal or Activity Costs



## FORM FIN-1: FINANCIAL PROPOSAL SUBMISSION FORM

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*[Note to Consultancy firm s: This Financial Proposal Submission Form should be on the letterhead of the Consultancy firm(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 Consultancy firm in its financial proposal.]*

[>>>Location>>>]

[>>>Date>>>]

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

To: [>>>Name and address of Procuring Entity>>>]

Dear Sirs:

We, the undersigned, declare that:

- (a) We offer to provide the consulting 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;

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

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*[Note to Consultancy firm s: Consultancy firm(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 Consultancy firm(s) and related to the assignment should be listed]*

Cost item	Cost (SZL)
Fees (provide detailed rates and descriptions)	
Reimbursable costs <sup>1</sup> (provide detailed rates and descriptions)	
% fee increases in subsequent years, describe basis for increase (if applicable)	
Local taxes (provide detailed rates and descriptions)	
<b>Total</b>	

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

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<sup>1</sup> Local transportation costs are not to be included, if local transportation is being made available by the Agency. Similarly, the project site, office rent/accommodations/clerical assistance costs are not to be included if being made available by the Agency.



# GENERAL CONDITIONS OF CONTRACT

## 1. Law Governing Contract

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

## 2. 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.

## 3. Notices

### 3.1 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.

### 3.2 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.

## 4. Location

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

## 5. Authority of Member in Charge

In case the Consultancy firm 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 Consultancy firm's rights and obligations towards Council under this Contract, including without limitation the receiving of instructions and payments from Council.



## **6. Authorized Representatives**

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

## **7. Taxes and Duties**

The Consultancy firm, Sub-Consultancy firm's, 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.

## **8. Fraud and Corruption**

Consultancy firm(s) should be aware that a Consultancy firm who engages in corrupt, collusive or fraudulent practices will have their proposals rejected or Contract terminated in accordance with Clause 12 GCC (c), and may further be subject to prosecution under the laws of Eswatini.

## **9. Commission and Fees**

It is required that the successful Consultancy firm 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.

## **10. Commencement, Completion, Modification and Termination of Contract**

### **10.1 Effectiveness of Contract**

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

### **10.2 Commencement of Services**

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

### **10.3 Expiration of Contract**

Unless terminated earlier pursuant to Clause GCC 8, this Contract shall expire at the end of the time period after the Effective Date, as specified in the SCC.



#### **10.4 Modifications or Variations**

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

### **11. Force Majeure**

#### **11.5 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.

#### **11.6 No Breach of Contract**

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

#### **11.7 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.

#### **11.8 Payments**

During the period of their inability to perform the Services as a result of an event of Force Majeure, the Consultancy firm 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.



## 12. Termination

Council may terminate this Contract in case of the occurrence of any of the events specified in paragraphs (a) through (f) of this Clause GCC 12. In such an occurrence Council shall give not less than thirty (30) days' written notice of termination to the Consultancy firm , and sixty (60) days' in the case of the event referred to in (e).

- a. If the Consultancy firm does not remedy a failure in the performance of their obligations under the Contract, within thirty (30) days after being notified or within any further period as Council may have subsequently approved in writing.
- b. If the Consultancy firm becomes insolvent or bankrupt.
- c. If the Consultancy firm, in the judgment of Council has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.
- d. If, as the result of Force Majeure, the Consultancy firm are unable to perform a material portion of the Services for a period of not less than sixty (60) days.
- e. If Council, in its sole discretion and for any reason whatsoever, decides to terminate this Contract.
- f. If the Consultancy firm fails to comply with any final decision reached as a result of arbitration proceedings pursuant to Clause GCC 8 hereof.

## 13. By the Consultancy Firm

The Consultancy firm(s) may terminate this Contract, by not less than thirty (30) days' written notice to Council, such notice to be given after the occurrence of any of the events specified in paragraphs (a) through (c) of this Clause GCC 12:

- a) If Council fails to pay any money due to the Consultancy firm pursuant to this Contract and not subject to dispute pursuant to Clause GCC 8 hereof within forty-five (45) days after receiving written notice from the Consultancy firm that such payment is overdue.
- b) If, as the result of Force Majeure, the Consultancy firm is unable to perform a material portion of the Services for a period of not less than sixty (60) days.
- c) If Council fails to comply with any final decision reached as a result of arbitration pursuant to Clause GCC 8 hereof.

## 14. Payment Upon Termination

Upon termination of this Contract pursuant to Clauses GCC 10.3 or GCC 10.4, Council shall make the following payments to the Consultancy firm:



- a) Payment pursuant to Clause GCC 10.3 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 12 GCC, **reimbursement** of any reasonable cost incidental to the prompt and orderly termination of the Contract, including the cost of the return travel of the Personnel and their eligible dependents.

## **15. Obligations of the Consultancy Firm**

### **15.1 Standard of Performance**

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

### **15.2 Conflict of Interests**

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

### **15.3 Consultancy firm is Not to Benefit from Commissions, Discounts, etc.**

The payment of the Consultancy firm pursuant to Clause GCC 10 shall constitute the Consultancy firm's only payment in connection with this Contract or the Services, and the Consultancy firm 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 Consultancy firm shall use their best efforts to ensure that the Personnel, any Sub-Consultancy firm s, and agents of either of them similarly shall not receive any such additional payment.



#### **15.4 Consultancy firm and Affiliates Not to be Otherwise Interested in Project.**

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

#### **15.5 Prohibition of Conflicting Activities**

The Consultancy firm shall not engage, and shall cause their Personnel as well as their Sub-Consultancy firm(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.

#### **15.6 Confidentiality**

Except with the prior written consent of Council, the Consultancy firm 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 Consultancy firm and the Personnel make public the recommendations formulated in the course of, or as a result of, the Services.

#### **15.7 Insurance to be Taken Out by the Consultancy firm**

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

#### **15.8 Consultancy firm 's Actions Requiring Agency's Prior Approval**

The Consultancy firm shall obtain Council's prior approval in writing before taking any of the following actions:

- (a) Entering into a subcontract for the performance of any part of the Services,
- (b) Appointing such members of the Personnel not listed by name in Appendix C, and



(c) Any other action that may be specified in the SCC.

## 15.9 Reporting Obligations

- (a) The Consultancy firm shall submit to Council 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.
- (c) The consultant will work closely and report periodically to the Town Clerk and Heads of Department when necessary.

## 15.10 Documents Prepared by the Consultancy firm to be the Property of Council

- (a) All plans, drawings, specifications, designs, reports, other documents and software submitted by the Consultancy firm under this Contract shall become and remain the property of Council, and the Consultancy firm shall, not later than upon termination or expiration of this Contract, deliver all such documents to Council, together with a detailed inventory thereof.
- (b) The Consultancy firm 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.

## 16. Consultancy firm 's Personnel

### 16.1 Description of Personnel

The Consultancy firm shall employ and provide such qualified and experienced Personnel and Sub-Consultancy firm(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 Consultancy firm's Key Personnel are described in Appendix C. The Key Personnel and Sub-Consultancy firm(s) listed by title as well as by name in Appendix C are hereby approved by Council.

### 16.2 Removal and/or Replacement of Personnel

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



- (b) If Council 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 Consultancy firm shall, at Council's written request specifying the grounds thereof, provide as a replacement a person with qualifications and experience acceptable to Council.
- (c) The Consultancy firm shall have no claim for additional costs arising out of or incidental to any removal and/or replacement of Personnel.

## **17. Obligations of Council**

### **17.3 Assistance**

Council shall use its best efforts to provide the Consultancy firm such assistance as specified in the SCC.

### **17.4 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 Consultancy firm in performing the Services, then the remuneration and reimbursable expenses otherwise payable to the Consultancy firm 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 14 (a) or (b), as the case may be.

### **17.5 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.

### **17.6 Payment for Additional Services**

For the purpose of determining the remuneration due for additional services as may be agreed under Clause 2.4, a breakdown of the unit prices and reimbursable is provided in Appendices D and E.

## **18. Terms and Conditions of Payment**

Payments will be made to the account of the Consultancy firm 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 Consultancy firm of an advance payment



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

## **19. 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.

## **20. Settlement of Disputes**

### **20.1 Amicable Settlement**

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

### **20.2 Dispute Resolution**

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

