



MATSAPHA TOWN COUNCIL

REQUEST FOR PROPOSALS FOR THE PROVISION OF CONSULTANCY SERVICES ON THE REVIEW OF FINANCIAL POLICIES AND PROCEDURES

TENDER NUMBER: 25 OF 2022/23

01st MARCH 2022



ADVERTISEMENT
REQUEST FOR PROPOSALS (RFP)
PROVISION OF CONSULTANCY SERVICES FOR THE REVIEW OF FINANCIAL POLICIES &
PROCEDURES
TENDER NUMBER 25 OF 2022/23

Matsapha Town Council (MTC or “Council”) invites sealed Proposals for the Provision of Consultancy for the Review of Financial Policies & Procedures. The ‘Request for Proposals’ document can be obtained at the Council Civic Offices, Treasury Department, Corner Airport Road and Police College Road.

Council seeks to engage a reputable consultancy firm which to provide consultancy services to Matsapha Town Council for the Review of Financial Policies & Procedures

The purpose of this Request for Proposals (RFP) is to establish a service agreement to cover a period of one (1) year. Detailed information regarding the terms of reference is available in the ‘Request for Proposals’ document. Council shall continuously review the performance of the service provider and, if the performance of the service provider is not satisfactory, Council shall have the right to terminate the service agreement in line with the agreed terms and conditions.

Proposals will be evaluated on a **Quality and Cost basis** and the resulting contract will be a Unit Price contract (i.e. agreed fee rates for a specified period of time for either nominated personnel or a certain type or grade of personnel or type of service, with reimbursable items being on the basis of actual expenses or agreed unit prices).

The Proposal shall consist of a Technical Proposal and a Financial Proposal, which shall be in separate sealed envelopes marked “**Technical Proposal - TENDER NUMBER: 25 OF 2022/23**” and “**Financial Proposal - TENDER NUMBER: 25 OF 2022/23**”, respectively. The two envelopes must be enclosed in a sealed outer envelope, which shall be marked: “**Request for Proposal: Provision of Consultancy for the Review of Financial manual and Procedures, TENDER NUMBER: 25 OF 2022/23- Do Not Open before 10:00am (Swaziland time) on 29th MARCH 2022**” 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; **Certified copy of a valid Trading Licence, Valid/Original Tax Compliance 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**

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 (Swaziland time) on 29th 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 at 10.00am on the 29TH MARCH 2022. Tenderers may attend the opening procedure.

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 22nd 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

1. PREAMBLE

The Matsapha Town Council requires a competent and reputable consultant to assist in the Review of Financial Manual and Procedures). This process will ensure that Council's financial procedures are clearly documented, strengthened and robust. The Consultant will ensure that the Financial Manual is updated and in line with all legislative regulations and Acts that guide the operations of a Local Government.

2. SCOPE OF WORK

- a) The Consultant will carry out an assessment of the existing operational procedures and practices and identify gaps and areas which may require improvement and strengthening.

3. FORM OF COMPLETED WORK

The deliverables of this consultancy are:

- 3.1 3 hard copies of the Final Financial Manual and a soft copy;
- 3.2 Soft Copy of the Financial Manual and procedures report.

4. CONSULTANCY REPORT

The consultancy report should include the following;

- a) The scope and methodology used including the description and the nature of the consultancy referencing; professional standards that have been applied and indicate the effect of any deviations from these standards if any;
- b) The work of the Consultant performed.
- c) The Consultant may expand the report to include other information and explanations not intended as a reservation.
- d) Consultancy reports will be provided in English language.

5. TIMETABLE FOR THE COMPLETION OF ASSIGNMENT

The Council's timetable is as detailed below, it is up to the Consultant to then prepare and present their proposed work plan:

ACTIVITY	IDEAL COMPLETION DATE
Receiving of the old Manual and procedures from management	
Internal Control System Review	
Presentation of 1 st Draft Report to Management	
Incorporation of Management Comments	
Submission of Final Draft to Management	
Presentation to Council	

6. COUNCIL ASSISTANCE IN PROVIDING RELEVANT INFORMATION

The consultant will be availed with the following information:

- Matsapha Town Council Finance Policy



- The Public Finance Management Act, 2012
- Public Procurement Act 7, 2011
- Procurement Regulations, 2020
- Urban Government Act, 1969
- Rating Act
- Any other information that the Consultant may require.

The Council will avail these documents to the successful Consultant, which documents must be returned to Council after the exercise.

7. INFORMATION REQUIRED FROM TENDERERS

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

i) Relevant Experience

A detailed reference list stating examples of similar work undertaken, stating the size of the establishment and the total cost of the work done.

The reference list must be a detailed listing of a contact name, address and telephone numbers of at least two recent (i.e. three years and less) clients who can be contacted in order to obtain a reference.

ii) Ownership of Consultancy

Ownership of the Consultancy firm shall need to be stated by way of producing relevant documents - Current Form J and Certificate of Incorporation.

iii) Qualification of Staff to be assigned

Tenderers shall list all individuals that will be involved in this assignment and describe, in brief, their professional and/or academic background as well as their experience in executing similar projects.

8. 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,
- Valid/Original 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.

9. 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: T25 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



SECTION 1

INSTRUCTIONS TO CONSULTANCY FIRMS

DEFINITIONS

- (a) “Council” means Matsapha 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) “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.
“Fraudulent practice” means a misrepresentation or omission of facts in order to influence a procurement process or the execution of a contract.
- (i) “Government” means the government of Swaziland.
- (j) “Instructions to Consultancy firm s” means the document which provides Consultancy firm(s) with all information needed to prepare their Proposals.
- (k) “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.
- (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 Consultancy firm pursuant to the Contract.
- (o) “Sub-Consultancy Firm” means any person or entity with whom the Consultancy firm subcontracts any part of the Services.
- (p) “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

- 1.1 Council will select a consultancy firm or organization in accordance with the method of selection specified in the Data Sheet.
- 1.2 Consultancy firm (s) are invited to submit a Technical Proposal and a Financial Proposal for the provision of consultancy for the review of financial manual and procedures 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 Consultancy firm.
- 1.3 Consultancy firm (s) should familiarize themselves with local conditions and take them into account in preparing their Proposals.
- 1.4 Council will make timely available relevant data, information and reports upon signing of contract.
- 1.5 Consultancy firm (s) shall bear all costs associated with the preparation and submission of their proposals and contract negotiation. Council 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 Consultancy firm (s).



2. Conflict of Interest

The bidder is requested to fully comply with the requirements stated below.

2.1 Consultancy firm (s) are required to provide professional, objective, and impartial service at all times and hold Councils 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, Consultancy firm (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) Consultancy firm (s) (including its Personnel and Sub-Consultancy firm s) 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 Consultancy firm to be executed for the same or for another Agency. 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 Council in the privatization of public assets shall not purchase, nor advice 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) Consultancy firm (s) (including its Personnel and Sub-Consultancy firm s) that has a business or family relationship with a member of Council'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 Consultancy firm (s) have an obligation to disclose any situation of actual or potential conflict that impacts their capacity to serve the best interest of Council, or that may reasonably be perceived as having this effect. Failure to disclose said situations may lead to the disqualification of the Consultancy firm or the termination of the Contract.

3. Association

3.1 If a shortlisted Consultancy firm could derive a competitive advantage from having provided Consultancy services related to the assignment in question, Council shall make available to all shortlisted Consultancy firm (s) together with this RFP all information that would in that respect give such Consultancy firm any competitive advantage over competing Consultancy firm (s).

4. Commissions

4.1 Consultancy firm (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 Consultancy firm is awarded the Contract,



as requested in the Financial Proposal submission form.

5. One Proposal

- 5.1 Consultancy firm (s) shall submit one proposal only and the required number of copies. However, this does not limit the participation of the same Sub-Consultancy firm, including individual experts, to more than one proposal for this RFP.

6. Validity

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

Consultancy firm (s) who agree 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, Consultancy firm (s) can submit new staff in replacement, who would be considered in the final evaluation for contract award. Consultancy firm (s) who do not agree have the right to refuse to extend the validity of their Proposals.

7. Clarification and Amendment of RFP Documents

- 7.1 Consultancy firm (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 Council's e-mail address indicated in the Data Sheet. Council 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 Consultancy firm (s) that have shown interest to submit a proposal. Should Council deem it necessary to amend the RFP as a result of a clarification, it shall do so following the procedure detailed below.
- 7.2 At any time before the submission of Proposals, Council may amend the RFP by issuing an addendum in writing or by standard electronic means. To give Consultancy firm (s) reasonable time in which to take an amendment into account in their Proposals Council may, if the amendment is substantial, extend the deadline for the submission of Proposals.

8. Modification or withdrawal of tenders

- (1) Tenderers may modify, or withdraw the tender prior to the deadline for the submission of tenders.
- (2) The modification or notice of withdrawal shall be effective if it is received by council prior to the deadline for submission of tenders

9. Preparation of Proposals

- 9.1 The Proposal, as well as all related correspondence exchanged by the Consultancy firm (s) and Council, shall be written in the English language.



- 9.2 In preparing their Proposal, Consultancy firm (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.

10.Preparation of the Technical Proposal

- 10.1 As required in Form TECH-2, Part C, tenderers who are firms are to submit the specified documents which must be attached to the Technical Proposal as Appendices.
- 10.2 Consultancy firm (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 the Consultancy firm.
 - b) Form TECH-2 requires the tenderer to provide adequate and concise responses to the questionnaire regarding the Consultancy firms overall capabilities.
 - c) Form TECH-3 requires the tenderer to provide the firms organogram relating to the proposed staff to be assigned as well as signed CV and hours to be spent for each proposed staff member/partner
 - d) Form TECH-4 requires the tenderer to give a description of the approach, methodology to be applied for conducting Consultancy services.
 - e) Form TECH-5 requires the tenderer to give timelines (in days) for completion of different activities for the Consultancy 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.
 - g) Form TECH-7 requires the tenderer to complete the Declaration of Eligibility confirming that the Consultancy firm meets the criteria for eligibility to participate in public procurement.

11.Preparation of the Financial Proposal

- 11.1 The Financial Proposal shall be prepared using the attached Standard Forms, which prescribe the required minimum data and information. Consultancy firm (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 Consultancy firm and (b) reimbursable expenses. If appropriate, these costs should be broken down by activity and, if appropriate, into foreign and local expenditures.
- 11.2 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.

- 11.3 The Consultancy firm 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 Council under the Contract.
- 11.4 Consultancy firm(s) must express the price of their services in Emalangeni unless otherwise specified in the Data Sheet. Commissions and gratuities, if any, paid or to be paid by Consultancy firm(s) and related to the assignment will be listed in the Financial Proposal Form FIN-1.

12.Packing and Submission of Proposal

- 12.1 The original proposal (Technical Proposal and Financial Proposal) shall contain no interlineations or overwriting, except as necessary to correct errors made by the Consultancy firm(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
- 12.2 An authorized representative of the Consultancy firm(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 fully authorized to sign. The signed Technical and Financial Proposals shall be marked "Original".
- 12.3 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 original governs.
- 12.4 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.

13.Latest Date for Submission

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

14.Opening of Technical Proposals

- 14.1 Council shall open the Technical Proposal immediately after the deadline for their submission. The envelopes with the Financial Proposal shall remain sealed and securely stored.
- 14.2 From the time the Proposals are opened to the time the Contract is awarded, the Consultancy firm(s) should not contact Council on any matter related to



its Technical and/or Financial Proposal. Any effort by Consultancy firm(s) to influence Council in the examination, evaluation, ranking of Proposals, and recommendation for award of Contract may result in the rejection of the Consultancy firm s' Proposal.

Evaluators of Technical Proposals shall have no access to the Financial Proposals until the technical evaluation is concluded.

15. Evaluation of the Technical Proposals

- 15.1 The evaluation committee shall evaluate the Technical 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 RFP, and particularly the Terms of Reference or if it fails to achieve the minimum technical score indicated in the Data Sheet.
- 15.2 After the technical evaluation is completed and the Entity Tender Board has provided it's approval, Council shall inform the Consultancy firm(s) who have submitted proposals the technical scores obtained by their Technical Proposals, and shall notify those Consultancy firm(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.

16. Opening of Financial Proposals

- 16.1 Financial Proposals shall be opened publicly in the presence of the Consultancy firm s' representatives who choose to attend. The name of the Consultancy firm(s) and the technical scores of the Consultancy firm's shall be read aloud. The Financial Proposal of the Consultancy firm(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 Consultancy firm(s) who request it.

17. Evaluation of Financial Proposals

- 17.2 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

18. Evaluation of Quality and Cost based Proposals



- 18.1 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 firm achieving the highest combined technical and financial score will be invited for negotiations.

19. Contract Award Procedures

- 19.1 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.
- 19.2 The contract award decision shall be taken by the appropriate approvals authority, but the award decision does not constitute a contract.
- 19.3 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,
- 19.4 Council shall allow a period of at least ten working days to elapse from the date of despatch of the notice before a contract is awarded.

20. Place and Time for Negotiations

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

21. Technical Negotiations

- 21.1 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 Consultancy firm to improve the Terms of Reference. Council and the Consultancy firm(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 Council to ensure satisfactory implementation of the assignment. Council shall prepare minutes of



negotiations which will be signed by Council and the Consultancy firm.

22. Financial Negotiations

- 22.1 If applicable, it is the responsibility of the Consultancy firm, before starting financial negotiations, to contact the local tax authorities to determine the local tax amount to be paid by the Consultancy firm under the Contract. The financial negotiations will include a clarification (if any) of the firm's tax liability in Council'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.
- 22.2 Having selected the Consultancy firm on the basis of, among other things, an evaluation of proposed Professional staff, Council expects to negotiate a Contract on the basis of the Professional staff named in the Proposal. Before contract negotiations, Council will require assurances that the Professional staff will be actually available.
- Council 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 Consultancy firm may be disqualified. Any proposed substitute shall have equivalent or better qualifications and experience than the original candidate and shall be submitted by the Consultancy firm within the period of time specified in the letter of invitation to negotiate.
- 22.3 Negotiations will conclude a review of the draft Contract. To complete negotiations Council and the Consultancy firm will initial the agreed Contract. If negotiations fail, Council will invite the Consultancy firm whose Proposal received the second highest score to negotiate a Contract.
- 22.4 After completing negotiations Council shall award the Contract to the selected Consultancy firm and after Contract signature, promptly notify all Consultancy firm(s) who have submitted proposals.
- 22.5 Information relating to evaluation of Proposals and recommendations concerning awards shall not be disclosed to the Consultancy firm(s) who submitted the Proposals or to other persons not officially concerned with the process, until the publication of the award of Contract.

23. Commencement of Assignment

- 23.1 The Consultancy firm is expected to commence the assignment on the date and at the location specified in the Data Sheet.

24. Corrupt, collusive, fraudulent or coercive practices



24.1 Consultancy firm(s) should be aware that a consultancy firm 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.



INSTRUCTIONS TO CONSULTANCY FIRMS

Proposal Data Sheet

Paragraph Reference	
	Definitions
	Name of Council: Matsapha Town Council Method of selection: Quality and Cost Based Selection (QCBS)
	Name of Assignment: Provision of Consultancy for Review of Financial Policies & Procedures
	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 22nd MARCH 2022 . The address for requesting clarifications is: procurement@matsapha.co.sz
	Preparation of the Technical Proposal
	As required in Form TECH-6, the following documents shall be included as Appendices to the Technical Proposal if a firm is tendering (in case of a joint venture or consortium each member must provide the documents): <ul style="list-style-type: none"> • Signed Declaration of Eligibility (TECH-7 below); • Certified copy of a valid Trading Licence; • Valid/Original Tax Compliance 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; • General receipt (E400) for payment of the tender document • Certified copy of Labour Compliant Certificate (if tenderer is an employer). • Certified copy of police clearance
	Preparation of the Financial Proposal
	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)

Information on taxes may be obtained from the following:

The Commissioner General
P.O. Box 186
Mbabane
Swaziland
Tel. +268 2406 4050 (contact centre)

Packing and Submission of the Proposal

The Consultancy firms must submit One (1) original and two (2) copies of the Technical Proposal, and One (1) original and two (2) copies of the Financial Proposal.

The proposal shall consist of a Technical Proposal and a Financial Proposal, which shall be in separate sealed envelopes marked “**Technical Proposal - Tender No. 25 of 2022/23**” and Name of tenderer and “**Financial Proposal - Tender No. 25 of 2022/23**”, and Name of tenderer respectively. The two envelopes must be enclosed in a sealed outer envelope, which shall be marked: “**Request for Proposal: Provision of Consultancy Review Financial Manual & Procedures - Tender Number 25 of 2022/23 - Do Not Open before 10.00am (Swaziland time) on the 29th March 2022**” and addressed to:

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

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

The Proposal should be deposited in the Tender Box situated at the **Civic Offices, Matsapha Town Council, and Treasury Department** at the latest by **10.00am (Swaziland time) on the 29th March 2022**. 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 Consultancies including with other public enterprises • 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
<p>The price/cost of each of the technically compliant proposals shall be considered only after evaluation of the above technical criteria.</p>		
<p>The minimum Technical Score (St) required to pass is: 70 (seventy)</p>		
Evaluation of the Financial Proposals		
<p>Evaluation will take place in Lilangeni (SZL) only.</p>		
Evaluation of Quality Cost Based Proposals		
<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 firm 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>		
Negotiations		
<p>Expected address for contract negotiations: Matsapha Town Council, Civic Centre, Corner Police College and Airport Road, Matsapha</p>		
Commencement of Assignment		
<p>The assignment is expected to commence subject to confirmation by Council.</p>		



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



FORM TECH-1: TECHNICAL PROPOSAL SUBMISSION FORM

[>>>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 **01st March 2022** 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]



FORM TECH-2:

CONSULTANCY FIRM'S OVERALL CAPABILITIES

OVERALL CAPABILITIES OF THE CONSULTANCY	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?	
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's last subject to an independent quality assurance review and what was the nature of the review?	
6. What is the nature of the consultancy's affiliation with its worldwide consultants? If it has.	
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?	
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?	
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	



<p>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-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 practice - into the planning and conduct of IDP formulation?	
3. What is the Consultancy firm's proposed approach to interaction with the activity of Council?	
4. What is the Consultancy firm's proposed approach in Council's stakeholders' engagement?	
5. What is the Consultancy firm's proposed approach in internal and external environmental scanning and analysis?	
6.	
7.	
8.	
9.	



TECH: 5
PROPOSED TIMELINES

ACTIVITY	TIMEFRAME	START AND COMPLETION DATE



TECH: 6

Documents Comprising the Proposal (for Consultancy firms)

CRUCIAL DOCUMENTS AT TENDER OPENING

At tender opening the Council will consider the following:

- 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).
- Certified copy of police clearance

The above stated documents must be submitted in a separate envelope for clear identification.

[>>Firm 's Name and Stamp: _____>>]



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 Tender Board Chairperson
Matsapha Town Council
Corner Airport Road and Police College Road
P.O. Box 1790
MATSAPHA**

Dear Sirs,

(1) Re **TENDER NUMBER: 25 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

[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

[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 ¹ (provide detailed rates and descriptions)	
% fee increases in subsequent years, describe basis for increase (if applicable)	
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]

¹ 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

1.1 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) “Consultancy firm” means any private or public entity that will provide the Services to Council under the Contract.
- c) “Contract” means the Contract signed by the Parties and all the attached documents listed in its Clause 1, i.e. these General Conditions (GCC), the Special Conditions (SCC), and the Appendices.
- d) “Contract Price” means the price to be paid for the performance of the Services, in accordance with Clause 6;
- e) “Effective Date” means the date on which this Contract comes into force and effect pursuant to Clause GCC 2.1.
- f) “GCC” means these General Conditions of Contract.
- g) “Government” means the Government of Swaziland.
- h) “Local Currency” means Lilangeni (SZL).
- i) “Member” means any of the entities that make up the joint venture/consortium/association, and “Members” means all these entities.
- j) “Party” means Council or the Consultancy firm, as the case may be, and “Parties” means both of them.
- k) “Personnel” means persons hired by the Consultancy firm or by any Sub-Consultancy firm(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 Consultancy firm pursuant to this Contract, as described in Appendix A hereto.
- n) “Sub-Consultancy firm s” means any person or entity to whom/which the Consultancy firm 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 Council may approve.

1.7 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.

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 Council or the Consultancy firm may be taken or executed by the officials specified in the SCC.

1.9 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.

2. 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 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 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.

Commencement, Completion, Modification and Termination of Contract

3. 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 Consultancy firm 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 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.

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

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.

7.5 Termination

7.5.1 By Council

Council may terminate this Contract in case of the occurrence of any of the events specified in paragraphs (a) through (f) of this Clause GCC 2.6.1. In such an occurrence Council shall give not less than thirty (30) days’ written notice of termination to the



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.

7.5.2 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 2.6.2:

- 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 7 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.

7.6 Payment upon Termination

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



- 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. Obligations of the Consultancy firm

8.1 General

8.1.1 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.

8.1.2 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.

8.1.3 Consultancy firm is Not to Benefit from Commissions, Discounts, etc.

The payment of the Consultancy firm pursuant to Clause GCC 6 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.

8.1.4 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.

8.1.5 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.

8.1.6 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.

8.1.7 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.

8.1.8 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.
- (d)

8.1.9 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.

8.1.10 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.

8.1.11 Consultancy firm 's Personnel

8.1.11.1 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.

8.1.11.2 Removal and/or Replacement of Personnel

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.

- (a) 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.
- (b) The Consultancy firm shall have no claim for additional costs arising out of or incidental to any removal and/or replacement of Personnel.



9. Obligations of Council

9.1 Assistance

Council shall use its best efforts to provide the Consultancy firm 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 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 6.2 (a) or (b), as the case may be.

9.3 Payments to the Consultancy firm

The Consultant shall be paid as follows:

- (a) 30% upon submission and approval of the 1st Draft IDP;
- (b) 50% after the Management and Council retreat;
- (c) 20% upon submission and approval of the final Draft IDP

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 under Clause 2.4, 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 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.

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.

10. Settlement Of Disputes

10.1 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.

10.2 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.

