



**TENDER NO. LAVUMISA /CONS/004/2022-2024**

**PREPARATION OF THE LAVUMISATOWN  
PLANNING SCHEME**

**Lavumisa Town Board**

**P. O. Box 6**

**Lavumisa**

**Eswatini**

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## Section 1: Letter of Invitation

Dear Tenderer,

1. The Lavumisa Town Board has set aside a budget for the cost of formulating a Town Planning Scheme and intends to apply it to payments under this Contract.
2. The Lavumisa Town Board now invites proposals to provide the following consulting services: Formulation of the Town Planning Scheme for the Lavumisa Urban Area. A detailed Scope of Work is provided in the attached Terms of Reference.
3. A firm will be selected using the Quality and Cost-Based Selection (QCBS) procedure, and procedures described in this Request for Proposals (RFP).
4. The Request for Proposals includes the following documents:

Section 1 - Letter of Invitation	- Page 2 - 17
Section 2 - Information to Tenderers	- Page 18- 23
Section 3 - Technical Proposal - Standard Forms	- Page 24 -37
Section 4 - Financial Proposal - Standard Forms	- Page 38 -45
Section 5 - Terms of Reference	- Page 46 -76

**NJABULO NDZIMANDZE**

**ACTING TOWN CLERK**

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## 1. Introduction

- 1.1 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.
- 1.2 The assignment shall be implemented in accordance with the phasing indicated in the Data Sheet. When the assignment includes several phases, the commencement of a new phase is subject to a written approval of the previous phase indicating that the consultant may proceed with the following phase.
- 1.3 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, tenderers will be required to attend a **mandatory pre-proposal conference at Lavumisa Town Board offices, Lavumisa, at 10.00.a.m. on Wednesday, the 2<sup>nd</sup> of October 2024** before submitting their proposal. The representative of the tendering company may contact the officials named in the Data Sheet to obtain information on the pre-proposal conference.
- 1.4 The tenderers are responsible for obtaining all licenses and permits needed to carry out this assignment.
- 1.5 All costs associated with preparing this tender document, including all site visits are to be borne by the tenderer.

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1.6 The Lavumisa Town Board 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. Tenderers shall not be hired for any assignment that would be in conflict with their prior or current obligations to other clients, or that may place them in a position of not being able to carry out the assignment in the best interest of the Client.

1.6.1 Without limitation on the generality of this rule, tenderers shall not be hired under the circumstances set forth below:

- (a) A firm which has been engaged by the Client to provide goods or works for these Terms of Reference, and any of their affiliates, shall be disqualified from providing consulting services for the same project. Conversely, firms hired to provide consulting services for the preparation or implementation of these Terms of Reference, and any of their affiliates, shall be disqualified from subsequently providing goods or works or services related to the initial assignment (other than a continuation of the firm's earlier consulting services) for the same project.

1.7 It is the Board's policy to require that consultants observe the

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highest standard of ethics during the selection and execution of such contracts. In pursuance of this policy, the Board:

- (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 Board, 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;

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- (d) will declare a firm ineligible, either indefinitely or for a stated period of time, to be awarded a Board-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 Board -financed contract; and
- (e) will have the right to require that, in contracts financed by the Board, a provision be included requiring consultants to permit the Board to inspect their accounts and records relating to the performance of the contract and to have them audited by auditors appointed by the Board.

1.8 Consultants shall not be under a declaration of ineligibility for corrupt and fraudulent practices issued by the Board in accordance with the above sub-para

act. 1.7 (d).

1.9 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.

1.10 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. Clarification

2.1 Tenderers may request a clarification of any of the RFP

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and 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 by email to [ltb@swazi.net](mailto:ltb@swazi.net) and to [njabulondzimandze1@gmail.com](mailto:njabulondzimandze1@gmail.com), to the Client as indicated in the Data Sheet. The Client may respond by email, to such requests and will send written copies of the response (including an explanation of the query but without identifying the source of inquiry) to all invited consultants who intend to submit proposals.

2.2 Ten (10) days before the submission of proposals, the Client may, for any reason, whether at its own initiative or in response to a clarification requested by an invited firm, amend the RFP. Any amendment shall be issued in writing through addenda. Addenda shall be sent by e-mail, to all invited consultants and will be binding on them. The Client may at its discretion extend the deadline for the submission of proposals.

3. Preparation of Proposals 3.1 Tenderers are requested to submit the proposals (para. 1.2) written in the language(s) specified in the Data Sheet.

Technical Proposal 3.2 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.

3.3 While preparing the Technical Proposal, tenderers must give particular attention to the following:

(i) Legally binding Joint Ventures are welcome, only with

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approval of the Client as indicated in the Data Sheet.  
Local participation is also encouraged.

- (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.

3.4 The Technical Proposal shall provide the following information using the attached Standard Forms (Section 3):

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- (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 (not older than 3 months) 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 five (5) 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

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each professional staff team member (Sections 3E & 3G).

(vii) A detailed description of the proposed methodology, staffing, and monitoring of training, if the Data Sheet specifies training as a major component of the assignment.

(viii) Any additional information requested in the Data Sheet.

3.5 The Technical Proposal **shall not** include any financial information.

### **Financial Proposal**

3.6 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, surveys, and training, if it is a major component of the assignment. If appropriate, these costs should be broken down by activity and, **if appropriate**, into local expenditures.

3.7 The Financial Proposal should 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

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permanent residents of the government's country), unless the Data Sheet specifies otherwise.

- 3.8 Consultants should express the price of their services in the **currency of the Kingdom of Eswatini.**
- 3.9 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).
- 3.10 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.

#### **4. Submission, Receipt, and Opening of Proposals**

- 4.1 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 initialled by the persons or person who sign(s) the proposals.
- 4.2 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

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original and the copies of the proposal, the original governs.

4.3 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” 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 TENDER BOARD.”

4.4 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.**

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

### 5. Proposal Evaluation General

5.1 From the time the bids are opened to the time the contract is awarded, if any tenderer wishes to contact the Client on any matter related to its proposal, it should do so in writing at the address indicated in the Data Sheet. Any effort by the firm to influence the Client in the Client’s proposal evaluation, proposal comparison or contract award decisions may result in the rejection of the tenderer’s proposal.

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- 5.2 Evaluators of Technical Proposals shall have **no access** to the Financial Proposals until the technical evaluation, is concluded.
- Evaluation of Technical Proposals** 5.3 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.
- 5.4 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.
- Public Opening And Evaluation Of Financial Proposals** 5.5 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**

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**Proposals.** The opening date shall not be sooner than **two weeks** after the notification date. The notification may be sent by registered letter, facsimile, or hand delivered and evidence of hand delivery be availed.

5.6 **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.

5.7 The evaluation committee will determine whether the Financial Proposals are complete (i.e., whether they have costed all items of the corresponding Technical Proposals; if not, the Client will cost them and add their cost to the initial price), correct any computational errors, and convert prices in various currencies to the single currency specified in the Data Sheet. The official selling rates used, provided by the source indicated in the Data Sheet, will be those in effect on the date indicated in the Data Sheet. The evaluation shall exclude those taxes, duties, fees, levies, and other charges imposed under the applicable law; and to be applied to foreign and non-permanent resident consultants (and to be paid under the contract, unless the tenderer is exempted), and estimated as per para. 3.7.

5.8 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

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indicated in the Data Sheet. Proposals will be ranked according to their combined technical ( $S_t$ ) and financial ( $S_f$ ) 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:  $S = S_t \times T\% + S_f \times P\%$ . The firm achieving the highest combined technical and financial score will be invited for negotiations.

- 5.9. 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.

## 6. Negotiations

- 6.1 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.
- 6.2 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

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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.

- 6.3 The financial negotiations will include a clarification (if any) of the firm's tax liability in the Client'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 (no breakdown of fees) nor other proposed unit rates in the cases of QCBS, Fixed-Budget Selection, and the Least-Cost Selection methods. For other methods, the firm will provide consultants with the information on remuneration rates described in the Appendix to this information.
- 6.4 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.

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6.5 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.

### 7. Award of Contract

7.1 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 and return the unopened Financial Proposals of those consultants who did not pass the technical evaluation (para. 5.3).

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

### 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.

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## Section 2: Information to Tenderers

### DATA SHEET

#### Clause Reference

- 1.0 The name of the Client is: Lavumisa Town Board  
The method of selection is: Quality & Cost-based Selection (QCBS)
- 2.0 Technical and Financial Proposals are requested: Yes
- 3.0 Name of assignment: Lavumisa Town Planning Scheme
- 4.0 The assignment is phased: No
- 5.0 A pre-proposal conference will be held: Yes at the Lavumisa Town Board Offices, Council Chamber, or Hall, at 10.00.a.m. on Wednesday, the 2<sup>nd</sup> October 2024
- The name(s), address(es), and telephone numbers of the Client's official(s) are:
- The Acting Town Clerk  
Lavumisa Town Board  
P. O. Box 6 Lavumisa  
Tel: 23046014
- 6.0 The Client will provide the following inputs:
- ✓ Copies of The Old Lavumisa Town Planning Scheme
  - ✓ Copies of the Lavumisa Integrated Development Plan - 2013
  - ✓ Any other relevant documents available

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## Lavumisa Town Planning Scheme -2024-2034

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The recruited consultant is required to hand over all intellectual property that belongs to the client on completion of the task.

- 7.0 The Client envisages the need for continuity for downstream work: **No**
- 8.0 Clarifications may be requested **ten (10) days** before the submission date.  
The address for requesting clarifications is:  
**The Town Clerk**  
**Lavumisa Town Board**  
**P.O. Box 6**  
**LAVUMISA**  
**EMAIL: [ltb@swazi.net](mailto:ltb@swazi.net) or [njabulondzimandeze1@gmail.com](mailto:njabulondzimandeze1@gmail.com)**
- 9.0 Proposals should be submitted in the following language(s): **English**
- 10.0 (i) Short-listed firm/entity may associate with other short-listed firm:  
**No**
- (ii) The estimated number of professional staff months required for the assignment is: **twelve [12] months**
- (iii) Reports that are part of the assignment must be written in the following language(s): **English**
- 11.0 (vii) Training is a specific component of this assignment: **Yes**  
Refer to Section 5 of this document Number 2.0
- 12.0 Taxes: **The amount payable by the Client to the Consultant under the contract to be subject to local taxation, consult the Department of Taxes for details**
- 13.0 Consultants to state local cost in the national currency: **Yes**

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## Lavumisa Town Planning Scheme -2024-2034

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- 14.0 Proposals must remain valid **ninety [90] days** after the submission date
- 15.0 Consultants must submit **one original and three [3] additional copies** of each proposal: Sealed and marked electronic copies of the proposal should also be submitted, separating the technical and the financial proposals.
- 16.0 The proposal submission address is:  
**The Town Clerk**  
**Lavumisa Town Board**  
**P.O. Box 6**  
**LAVUMISA**
- 17.0 Proposals must be delivered at the Lavumisa Town Board Offices, Lavumisa, not later than **12:00 hours on Monday the 28<sup>th</sup> of October 2024** at which time the tenders will be opened at the same delivery venue.
- 18.0 The following documents must be submitted together with the proposals:
- i. Detailed costs for accomplishing the assignment (Financial Statements should be separate from the Technical Proposal)
  - ii. Valid Certificate of Incorporation
  - iii. Valid Form J from Registrar of Companies
  - iv. Power of Attorney
  - v. Valid and Current Tax Compliance Certificate
  - vi. Valid and Current Trading License
  - vii. Valid and Current Construction Industry Council Certificate
  - viii. Valid Receipts for the purchase of the tender document from the Lavumisa Town Board
  - ix. Professional Indemnity Cover
  - x. Police clearances for Directors
  - xi. Labour Compliance Certificate
  - xii. ENPF Certificate
- 19.0 **The Minimum Technical Qualifying Score is: 70%**

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# Lavumisa Town Planning Scheme -2024-2034

20.0 The number of points to be given under each of the evaluation criteria are:

	<u>Points</u>
i. Specific experience of the tenderer related to the assignment	5
ii. Adequacy of the proposed work plan and methodology in responding to the Terms of Reference	
a) Technical approach and methodology	20
b) Work plan	10
c) Organization and staffing	10
Total points for criterion	45
iii. Qualifications and competence of the key staff for the Assignment	
a) Town & Urban Planner (as Team Leader)	
b) Environmentalist	
c) Community Specialist	
d) Legal Advisor	
e) GIS Expert	
f) Civil Engineer	
Total points for criterion	50
iv. Local participation (as reflected by nationals among key staff presented by foreign and local firms;	5

**Total Points: 100**

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## Lavumisa Town Planning Scheme -2024-2034

The number of points to be given under each evaluation sub-criteria for qualifications of staff are:

	<u>Points</u>
(i) General qualifications	25
(ii) Adequacy for the project	60
(iii) Experience in region & language	15
<b>Total Points:</b>	<b>100</b>
21.0	The financial proposal shall be determined in: <u>SZL (Emalangeni)</u>
22.0	The formula for determining the financial scores is the following: <i>[Either <math>Sf = 100 \times Fm/F</math>, in which <math>Sf</math> is the financial score, <math>Fm</math> is the lowest price and <math>F</math> the price of the proposal under consideration, or another proportional linear formula]</i>
23.0	The weights given to the Technical and Financial Proposals are: <u>T= 0.7, and</u> <u>P= 0.3</u>
24.0	The address for negotiations is: The Town Clerk Lavumisa Town Board P.O. Box 6 LAVUMISA

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# Lavumisa Town Planning Scheme -2024-2034

[Country]

[Project Name: Loan #]

[Title of Consulting Services]

## STANDARD REQUEST FOR PROPOSALS

RFP #

### INFORMATION TO CONSULTANTS

#### BREAKDOWN OF AGREED FIXED RATES<sup>1</sup>

[Currencies:\_\_\_\_\_<sup>2</sup>]

CONSULTANTS		1	2	3	4	5	6	7	8
NAME	POSITION	BASIC RATE <sup>3</sup>	SOCIAL CHARGE (__% OF 1)	OVERHEAD (__% OF 1)	SUB TOTAL	FEE (__% OF 4)	AWAY FROM HEADQUARTERS ALLOWANCE (__ % OF 1)	TOTAL AGREED FIXED RATE	AGREED FIXED RATE (__ % OF 1)
Country Assignment									
Home Office									

Signature of Consultant: \_\_\_\_\_

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

Authorized Representative:\_\_\_\_\_

Name:\_\_\_\_\_

Title:\_\_\_\_\_

<sup>1</sup> This model form is given for negotiation purposes only. It is not part of the proposals (technical or financial).

<sup>2</sup> If different currencies, a different table for each currency should be used.

<sup>3</sup> Per month, day, or hour as appropriate.

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## SECTION 3. TECHNICAL PROPOSAL - STANDARD FORMS

- 3A. Technical Proposal submission form.
- 3B. Firm's references.
- 3C. Comments and suggestions of consultants on the Terms of Reference and on data, services, and facilities to be provided by the Client.
- 3D. Description of the methodology and work plan for performing the assignment.
- 3E. Team composition and task assignments.
- 3F. Format of curriculum vitae (CV) for proposed professional staff.
- 3G. Time schedule for professional personnel.
- 3H. Activity (work) schedule.

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### 3A. TECHNICAL PROPOSAL SUBMISSION FORM

To: The Town Clerk  
Lavumisa Town Board  
P.O. Box 6  
LAVUMISA

Ladies/Gentlemen:

We, the undersigned, offer to provide the consulting services for *The Formulation of the Town Planning for the Lavumisa Urban Area* in accordance with your Request for Proposal dated [Date] and our Proposal. We are hereby submitting our Proposal, which includes this Technical Proposal, and a Financial Proposal sealed under a separate envelope.

If negotiations are held during the period of validity of the Proposal, i.e., before [Date] we undertake to negotiate on the basis of the proposed staff. Our Proposal is binding upon us and subject to the modifications resulting from Contract negotiations.

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

Yours sincerely,

Authorized Signature:

Name and Title of Signatory:

Name of Firm:

Address:

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### 3B. FIRM'S REFERENCES

#### Relevant Services Carried Out in the Last Five Years That Best Illustrate Qualifications

Using the format below, provide information on each assignment for which your firm/entity, either individually as a corporate entity or as one of the major companies within an association, was legally contracted.

ASSIGNMENT NAME:		COUNTRY:
LOCATION WITHIN COUNTRY:		PROFESSIONAL STAFF PROVIDED BY YOUR FIRM/ENTITY(PROFILES):
NAME OF CLIENT:		Nº OF STAFF:
ADDRESS:		Nº OF STAFF-MONTHS; DURATION OF ASSIGNMENT:
START DATE (MONTH/YEAR):	COMPLETION DATE (MONTH/YEAR):	APPROX. VALUE OF SERVICES (IN EMALANGENI OR RANDS)
NAME OF ASSOCIATED CONSULTANTS, IF ANY:		Nº OF MONTHS OF PROFESSIONAL STAFF PROVIDED BY ASSOCIATED CONSULTANTS:
NAME OF SENIOR STAFF (PROJECT DIRECTOR/COORDINATOR, TEAM LEADER) INVOLVED AND FUNCTIONS PERFORMED:		
NARRATIVE DESCRIPTION OF PROJECT:		
DESCRIPTION OF ACTUAL SERVICES PROVIDED BY YOUR STAFF:		

Firm's Name: \_\_\_\_\_

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**3C. COMMENTS AND SUGGESTIONS OF CONSULTANTS ON THE TERMS  
OF REFERENCE AND ON DATA, SERVICES, AND FACILITIES TO BE  
PROVIDED BY THE CLIENT**

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On the Terms of Reference:

- 1.
- 2.
- 3.
- 4.
- 5.

On the data, services, and facilities to be provided by the Client:

- 1.
- 2.
- 3.
- 4.
- 5.

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### 3D. DESCRIPTION OF THE METHODOLOGY AND WORK PLAN FOR PERFORMING THE ASSIGNMENT

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## 3E. TEAM COMPOSITION AND TASK ASSIGNMENTS

1. TECHNICAL/MANAGERIAL STAFF		
NAME	POSITION	TASK

2. SUPPORT STAFF		
NAME	POSITION	TASK

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**3F. FORMAT OF CURRICULUM VITAE (CV) FOR PROPOSED PROFESSIONAL STAFF**

PROPOSED POSITION: \_\_\_\_\_

NAME OF FIRM: \_\_\_\_\_

NAME OF STAFF: \_\_\_\_\_

PROFESSION: \_\_\_\_\_

DATE OF BIRTH: \_\_\_\_\_

YEARS WITH FIRM/ENTITY: \_\_\_\_\_ NATIONALITY: \_\_\_\_\_

MEMBERSHIP IN PROFESSIONAL SOCIETIES: \_\_\_\_\_

\_\_\_\_\_

DETAILED TASKS ASSIGNED: \_\_\_\_\_

\_\_\_\_\_

**Key Qualifications:**

*[Give an outline of staff member's experience and training most pertinent to tasks on assignment. Describe degree of responsibility held by staff member on relevant previous assignments and give dates and locations. Use about half a page.]*

\_\_\_\_\_

**Education:**

*[Summarize college/university and other specialized education of staff member, giving names of schools, dates attended, and degrees obtained. Use about one quarter of a page.]*

# Lavumisa Town Planning Scheme -2024-2034

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## Employment Record:

*[Starting with present position, list in reverse order every employment held. List all positions held by staff member since graduation, giving dates, names of employing organizations, titles of positions held, and locations of assignments. For experience in last ten years, also give types of activities performed and client references, where appropriate. Use about two pages.]*

---

## Languages:

*[For each language indicate proficiency: excellent, good, fair, or poor in speaking, reading, and writing.]*

---

## Certification:

I, the undersigned, certify that to the best of my knowledge and belief, these data correctly describe me, my qualifications, and my experience.

\_\_\_\_\_  
[Signature of staff member and authorized representative of the firm]      Date: \_\_\_\_\_  
Day/Month/Year

Full name of staff member: \_\_\_\_\_

Full name of authorized representative: \_\_\_\_\_

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# Lavumisa Town Planning Scheme -2024-2034

## 3G. TIME SCHEDULE FOR PROFESSIONAL PERSONNEL

			MONTHS (IN THE FORM OF A BAR CHART)												NUMBER OF MONTHS
NAME	POSITION	REPORTS DUE/ ACTIVITIES	1	2	3	4	5	6	7	8	9	10	11	12	
															Subtotal (1)
															Subtotal (2)
															Subtotal (3)
															Subtotal (4)

Full-time: \_\_\_\_\_

Part-time: \_\_\_\_\_

Reports Due: \_\_\_\_\_

Activities Duration: \_\_\_\_\_

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

(Authorized representative)

Full Name: \_\_\_\_\_

Title: \_\_\_\_\_

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

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### 3H. ACTIVITY (WORK) SCHEDULE

#### A. FIELD INVESTIGATION AND STUDY ITEMS

	<i>[1st, 2nd, etc. are months from the start of assignment.]</i>												
	1st	2nd	3rd	4th	5th	6th	7th	8th	9th	10th	11th	12th	
Activity (Work)													
_____													
_____													
_____													
_____													

#### B. COMPLETION AND SUBMISSION OF REPORTS

REPORTS	DATE
1. Inception Report	
2. Interim Progress Report (a) First Status Report (b) Second Status Report	
3. Draft Report	
4. Final Report	

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## SECTION 4. FINANCIAL PROPOSAL - STANDARD FORMS

- 4A. Financial Proposal submission form.
- 4B. Summary of costs.
- 4C. Breakdown of price per activity.
- 4D. Breakdown of remuneration per activity.
- 4E. Reimbursable per activity.
- 4F. Miscellaneous expenses.

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## 4A. FINANCIAL PROPOSAL SUBMISSION FORM

[Location, Date]

To: The Town Clerk  
Lavumisa Town Board  
P.O. Box 6  
LAVUMISA

Ladies/Gentlemen:

We, the undersigned, offer to provide the consulting services for *The Formulation of the Town Planning Scheme for the Lavumisa Urban Area* in accordance with your Request for Proposal dated [Date] and our Proposal (Technical and Financial Proposals). Our attached Financial Proposal is for the sum of [Amount in words and figures]. This amount is exclusive of the local taxes, which we have estimated at [Amount(s) in words and figures].

Our Financial Proposal shall be binding upon us subject to the modifications resulting from Contract negotiations, up to expiration of the validity period of the Proposal, i.e., [Date].

Commissions and gratuities, if any, paid or to be paid by us to agents relating to this Proposal and Contract execution, if we are awarded the Contract, are listed below:

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

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## Lavumisa Town Planning Scheme -2024-2034

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

We remain,

Authorized Signature:

Name and Title of Signatory:

Name of Firm:

Address:

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## 4B. SUMMARY OF COSTS

COSTS	CURRENCY(IES) <sup>4</sup>	AMOUNT(S)
Subtotal		
Local Taxes		
Total Amount of Financial Proposal		

<sup>4</sup> Maximum of three currencies plus the local currency.

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#### 4C. BREAKDOWN OF PRICE PER ACTIVITY

Activity No.: _____	Activity No.: _____	Description: _____
Price Component	Currency(ies)	Amount(s)
Remuneration		
Reimbursable		
Miscellaneous Expenses		
subtotal		_____

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#### 4D. BREAKDOWN OF REMUNERATION PER ACTIVITY

Activity No. _____			Name: _____	
Names	Position	Input <sup>5</sup>	Remuneration Currency(ies) Rate	Amount
Regular staff  Local staff  Consultants  Grand Total				_____

<sup>5</sup> Staff months, days, or hours as appropriate.

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## 4E. REIMBURSABLES PER ACTIVITY

Activity No: \_\_\_\_\_

Name: \_\_\_\_\_

NO.	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE IN	TOTAL AMOUNT IN
1.	International flights _____	Trip			
2.	Miscellaneous travel expenses	Trip			
3.	Subsistence allowance	Day			
4.	Local transportation costs <sup>6</sup>				
5.	Office rent/accommodation/ clerical assistance				
	GRAND TOTAL				_____

<sup>6</sup> Local transportation costs are not included if local transportation is being made available by the Client. Similarly, in the project site, office rent/accommodations/clerical assistance costs are not to be included if being made available by the Client.

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**4F. MISCELLANEOUS EXPENSES**

Activity No. \_\_\_\_\_

Activity Name: \_\_\_\_\_

NO.	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	TOTAL AMOUNT
1.	Communication costs between _____ and _____ (telephone, telegram, telex)				
2.	Drafting, reproduction of reports				
3.	Equipment: vehicles, computers, etc.				
4.	Software				
	GRAND TOTAL				_____

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## SECTION 5

### TERMS OF REFERENCE

#### 1.0 Background

Lavumisa was declared in 1969 through General Notice 8 of 1969 and covers an extent of  $\pm 1002$  hectares. The Town is located on the southern part of the Kingdom of Eswatini, with an estimated daytime population of  $\pm 3200$  people.

Activities in the town consist of residential, commercial, agricultural, industrial, tourism and public facilities. Residents include property owners, and tenants mainly employed in the town. There is an increased interest in residential and commercial development which will increase activities as well as the population in the town. A majority of the population of Lavumisa resides in areas such as the Lavumisa Extension 2, the Town Centre area and informal settlements located on government land such as Zibovini Area, Nhlambamasoka Area and Lavumisa Skom.

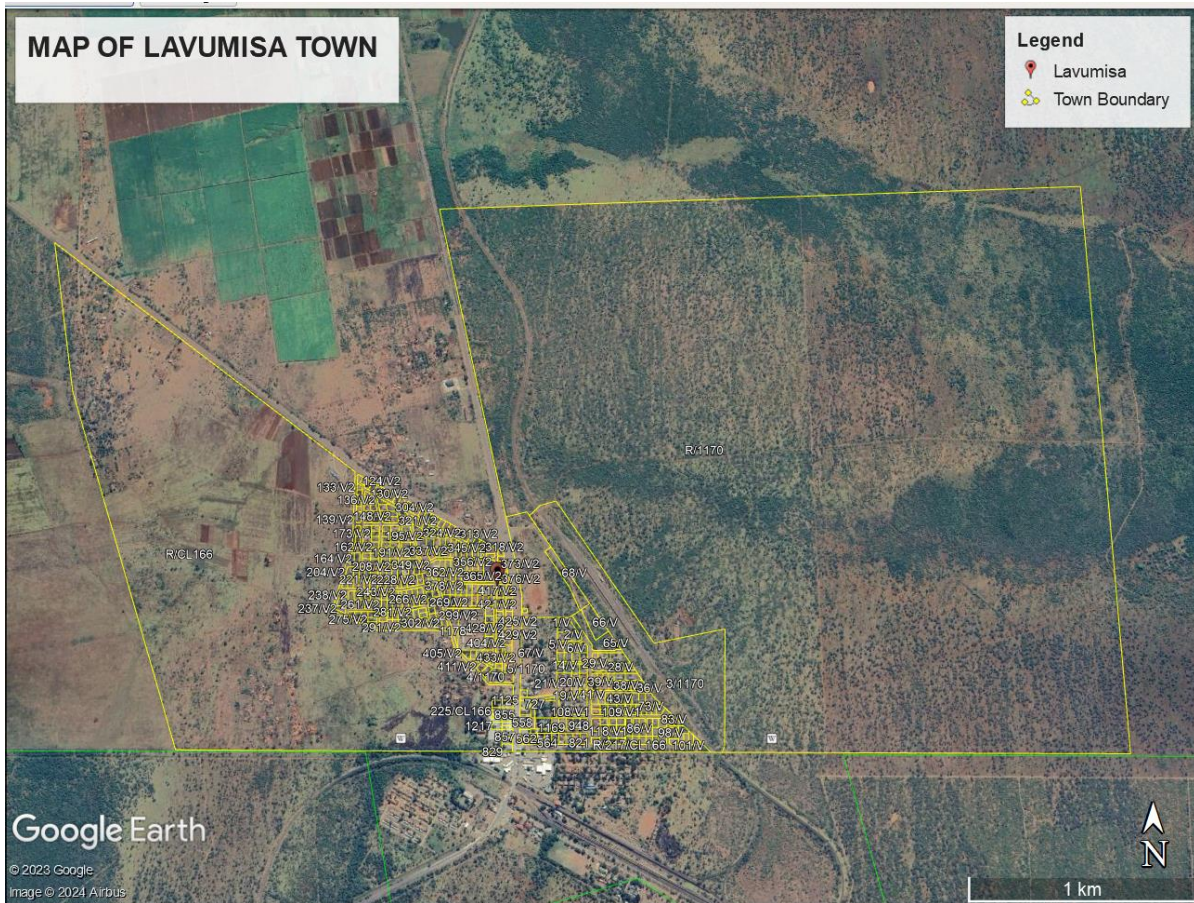
The Town's vision is "To be a self-sufficient town attractive to investors". *The town can easily be accessed through the one of the country's major Roads that is MR8 from Manzini and MR11 from Nhlanguano. Lavumisa is a border town and the Lavumisa Border Gate is located within the urban area. This border is one of the country's biggest and busiest entry point and is sharing the border line with the Republic of South Africa – Kwazulu Natal.* Lavumisa weather conditions are quite favourable with cold winters and extremely hot summers. The town still has vast available undeveloped land, which presents a great development opportunity for the town.

The Lavumisa Local Authority's main challenge is the lack of financial resources to provide the much needed public facilities; infrastructure and urban services that will help facilitate the economic development of the town. The town relies mainly on



# Lavumisa Town Planning Scheme -2024-2034

assistance from Government to sustain its operations and to provide services and maintain existing urban infrastructure.



**Image 1: Map showing Lavumisa Urban Area**

**The most prominent areas within the urban area include the following:**

- Lavumisa Extension 1
- Lavumisa Extension 2
- Lavumisa Skom (Informal Settlement)
- Ezibovini Informal Settlement
- Nhlabamasoka Informal Settlement
- Eswatini Railway Housing
- Eswatini Revenue Authority
- Lavumisa Border Gate
- etc

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## 1.2 The Need for a Town Planning Scheme

A Town Planning Scheme shall be prepared according to the provision of the Town Planning Act No 45 of 1961. In terms of section 8 (1) (2) of the act, the general purpose of a Town Planning Scheme is stipulated as below;

- (1) “Shall be the co-ordinated and harmonious development of the urban area or other area to which it relates, including where necessary the reconstruction and redevelopment of any part which has already been subdivided, whether there are or are not buildings thereon, in such a way as will most effectively tend to promote health, safety, order, amenity; convenience and general welfare, as well as efficiency and economy in the process of development and the improvement of communications.”
- (2) “Shall contain such provision as may be deemed necessary or expedient for regulating, restricting or prohibiting the development of the area to which the scheme applies and generally carrying out objectives for which the scheme is made, and in particular for dealing with any of the matters mentioned in the Second Schedule of this Act.”

## 1.3 The Need for the Formalisation of Informal Settlement Areas

Lavumisa has three identifiable informal settlement areas. These areas currently have some homesteads which are located on government land. The Local Authority seeks to work towards the formalisation of these areas in order to provide security of tenure for the residents and allow them to be able to develop formal structures and homes as they are currently unable to undertake any developments due to lack of ownership of the properties they occupy.

It is against this background that the Local Authority seeks to engage a consultant to conduct the necessary studies and prepare layout plans for approval by the Humans Settlements Authority (HSA). These studies and layouts are to be prepared for three (3) settlements being:

- i. Zibovini Area with an aerial extent of  $\pm 40$  hectares
- ii. Nhlambamasoka Area with an aerial extent of  $\pm 31$  hectares, and
- iii. Lavumisa Skom with an aerial extent of  $\pm 14$  hectares.

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# Lavumisa Town Planning Scheme -2024-2034

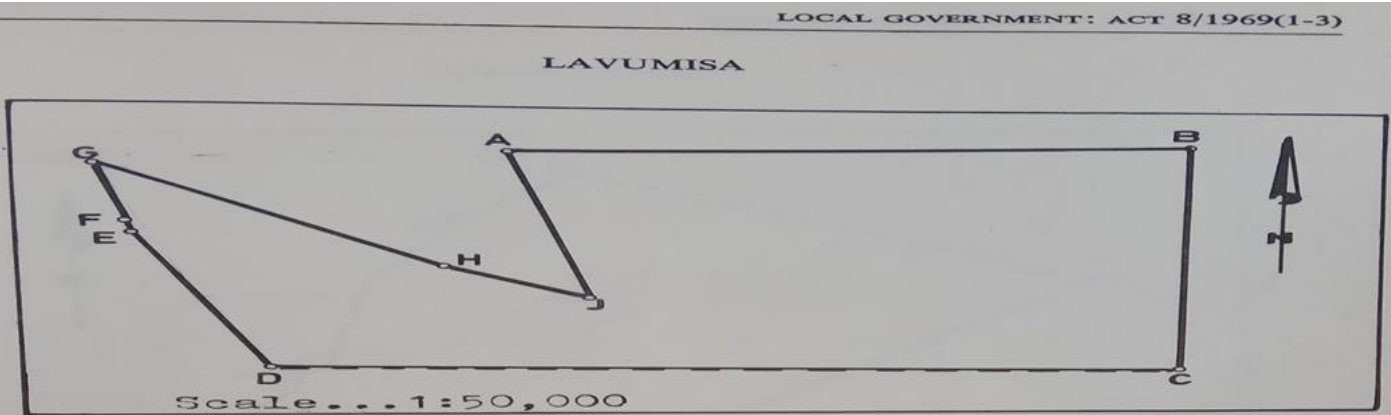
## 2.0 SCOPE OF WORK

### 2.1 Preparation of the Lavumisa Town Planning Scheme which must comprise the following documents:

- Situational Analysis/Background Study of the Lavumisa Urban Area
- Structure Plan accompanied by maps to include GIS layouts
- Development Plan, Institutional and Implementation Plan; and
- Development Code and Standards

### Town Planning Scheme Coverage Area

The Town Planning Scheme preparation will be for the Lavumisa Urban Area boundary as indicated in the map below:



The figure A, B, C, D, E, F, G, H, J, represents the Urban Area of Lavumisa, in extent 1002,3958 hectares, situated in the district of Shiselweni.

CO - ORDINATES Lo. 31°

	Y	X
A	87585,62	3020274,08
B	90673,86	3020170,08
C	90698,94	3022816,27
D	86454,76	3022769,91
E	85903,90	3021206,73
F	85904,30	3021108,52
G	85774,30	3020443,70
H	87244,95	3021556,60
J	87955,49	3021935,28

### Map 2: Town Planning Scheme Area of Coverage

## 2.2 Proposal for the upgrading of Zibovini Area, Nhlabamasoka Area and

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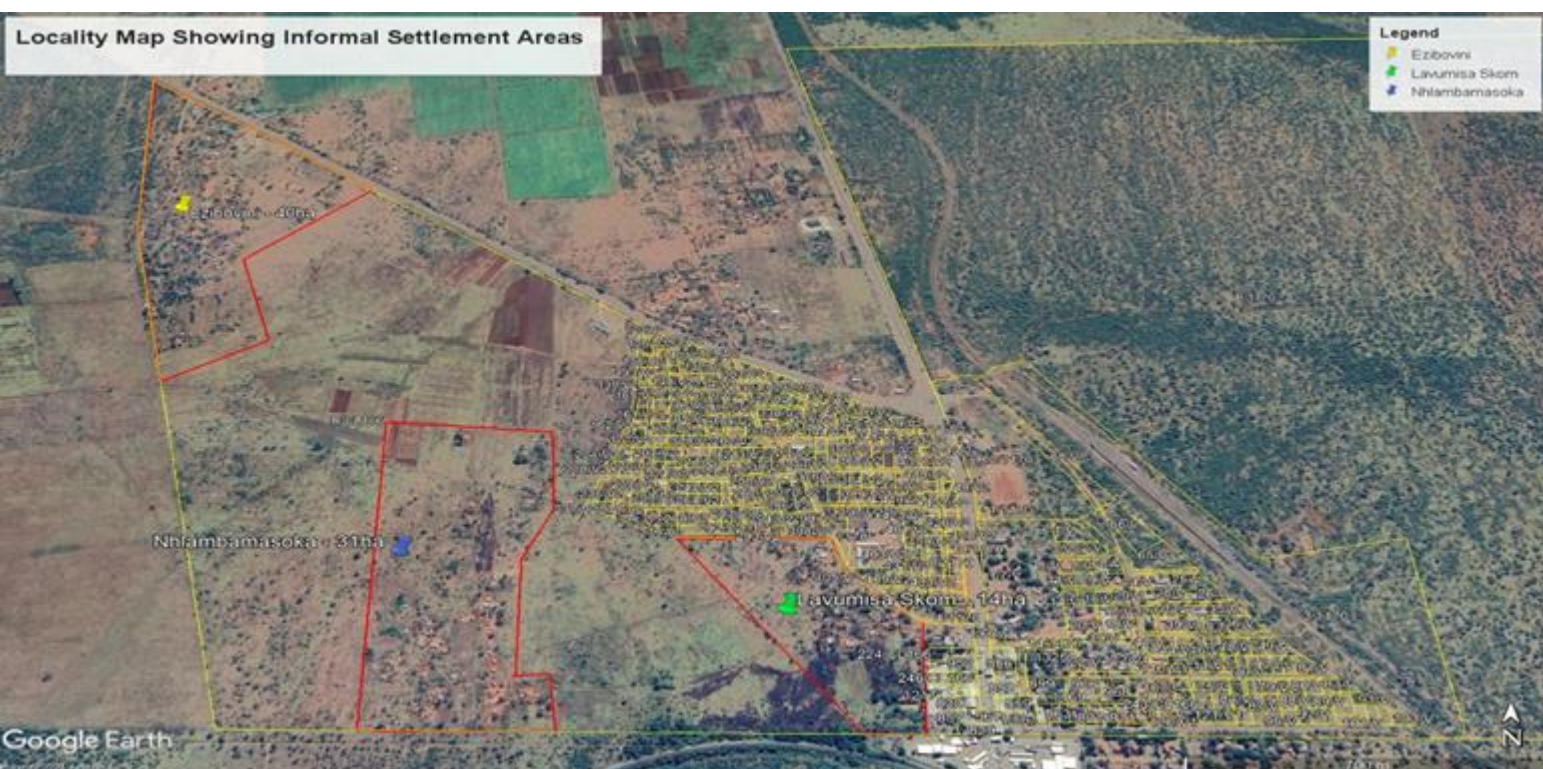


# Lavumisa Town Planning Scheme -2024-2034

## Lavumisa Skom of the following documents:

- i. Situational analysis report containing information for each informal settlement area containing information of the following: number of homesteads and ownership information, economic status, available infrastructure/basic services, amongst other relevant information
- ii. Comprehensive project proposal containing:
  - a. Comprehensive layout plan per township (outlining any structures that will be affected by the project, if there shall be any). The consultant should try by all means to accommodate all existing homesteads into plots to avoid any requirements for relocation and compensation.
  - b. Required infrastructure and associated total costs of development i.e. electricity, water, sewer per township.
  - c. Human Settlements Authority application: The consultant must ensure compliance with all HSA requirements and prepare an application to be tabled before the authority.

## Map 3: Locality showing informal settlement areas



## 2.3 Summary of Scope of Work

The Scope of Work shall ensure that **all the above-mentioned, 'issues to be addressed', are addressed**, hence, the consultant shall make it a point that the following activities mentioned below are attended, but not limited to:

- Continuous consultations with the client for any verification.

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# Lavumisa Town Planning Scheme -2024-2034

- Review of all national, regional, and local relevant documents guiding and promoting development growth of the Lavumisa urban area
- Do a comprehensive SWOT analysis for the Lavumisa urban area, focusing on physiographic, economic, social, institutional and environmental aspects of the urban area.
- The extensive use of Geographic System Information (GIS) in the revision of the Town Planning Scheme is to provide a systematic database on the town and the mapping of thematic issues like land use, demographic analysis, location of services, and other utilities.
- The consultant will be required to train relevant officers on how to:
  - interpret a Town Planning Scheme and
  - understand the township establishment process and be able to present the application in its entirety to the HSA.
- Review and make recommendations on the processes involved for special consent, rezoning, subdivision, consolidation, etc.
- Provided possible future links of the evaluation roll to the mapping system for rating purposes.
- In executing the above tasks, the consultant is expected to **liaise closely and in participation** with the residents, business people, stakeholders, and Lavumisa Town Board.

## 3.0 WORK PLAN

The formulation of the Town Planning Scheme and informal settlements upgrading project proposal/layout plan preparation is expected to take a period of **twelve (12) months**. During the twelve months period, the consultant will be expected to submit draft documents of the Town Planning Scheme and informal settlements project proposal for scrutiny and comments, prior to the completion date of the final documents. The comments will be given to the consultant before the submission of final documents for changes if necessary.

## 4.0 PAYMENT SCHEDULE

The Client shall pay the Consultant the total costs of carrying out the project, under the following arrangements:

- **15% on Submission and approval of Inception Reports by Lavumisa Town Board.**

- **45% upon Submission and approval of the First Draft documents for the Town Planning Scheme and Informal Settlements Upgrading by the Lavumisa Town Board.**

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- **10% On Submission and approval of Final Draft documents for the Town Planning Scheme and Informal Settlements Upgrading Document by the Lavumisa Town Board**
- **15% on submission and approval of the LAVUMISA TOWN PLANNING SCHEME Document by the Town Planning Board**
- **15% on submission and approval of the Informal Settlements Upgrading application (township establishment) by the Human Settlements Authority**

## 5.0 INPUT

### 5.1 Consultants input

The consultant is expected to provide diverse knowledge in the formulation of the Lavumisa Town Planning Scheme.

### 5.2 Supervision role

The consultant shall provide a supervision team acceptable to the client. It is suggested that as a minimum, the team should consist of suitably qualified and experienced individuals. Among the team should be:

- ✓ Qualified Town and Urban Planner, as a team leader.
- ✓ Minimum of ten (10) years' experience in all aspects of Town Planning.
- ✓ Knowledge of the operation of Local Government.
- ✓ Proven record of working on a similar project.

## 6.0 OUTPUT

As a result of this project, the client (Lavumisa Town Board) is expecting the following listed output from the consultant.

- An **Initial Meeting** between the Consultant and Client whereby the Consultant is expected to present the Project Inception Report

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## Lavumisa Town Planning Scheme -2024-2034

- **A preliminary** Background Study, Structure Plan, Development Plan, and Development Code comprising five (5) hard copies and one soft copy of each shall be submitted to the client for scrutiny and comments **before** the completion and submission date of the final document.
- **A preliminary** informal settlement upgrading document/proposal comprising three (3) hard copies and one soft copy inclusive of proposed layout plans **before** the completion and submission date of the final document.
- The Consultant is also expected to present each draft/document in **stakeholder meetings** that will be organized by both the client and the consultant.
- Full-colour electronic Word documents in the Microsoft Office 2010 format must be submitted in a USB Flash Disk. The preferred font is Trebuchet MS, and the font size is twelve (12)
- The report shall include progress reports, minutes of meetings held, list of informants, interview questionnaires, etc.
- A0 as well as A3 size electronic Maps at site-specific levels must be submitted in PDF as well as files provided in kml and kmz formats
- **For the final document**, the consultant will be required to submit Ten (10) full colour neatly bound original copies of the Town Planning Scheme (background study, structure plan, development plan, and development code), which is expected to be comprehensive reflecting a full set of drawings, maps, tables, etc.
- **For the final document**, the consultant will be required to submit five (5) full-coloured neatly bound original copies of the informal settlements upgrading proposal and layout plans inclusive of the HSA application and one soft copy of these documents.
- All maps used within the documentation should be user–friendly, and at an acceptable and readable scale.
- Five copies of each, full-coloured, laminated AO Size, 1: 10 000 maps with the latest orthophoto and cadastral overlay of the final Structure Plan, Development Plan, and Land Use Map should be submitted. On the same maps, at the bottom, there should be a brief but comprehensive and easily understandable

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table with a coloured legend indicating the land use zones and the minimum requirements per land use zone.

- Finally, PowerPoint Presentation material with high-quality visual products that can be used to inform stakeholders of the proposals and interventions brought about by the Town Planning Scheme and informal settlements upgrading proposal must be submitted in a Microsoft Office electronic copy.

## 7.0 PUBLIC PARTICIPATION

The Town Planning Scheme is one important planning and development document at the local level, which encourages full participation of the public or affected community at various stages of the revision of the scheme. Below are some of the stakeholders that should be consulted when undertaking the envisaged works, but the list is not limiting:

- All relevant Government Ministries and Departments e.g. Ministry of Housing and Urban Development, Ministry of Commerce Industry and Trade, Ministry of Agriculture, Ministry of Health, Ministry of Education, Ministry of Tourism Industry and Trade, Ministry of Foreign Affairs, USDF, RSP, Department of Geological Surveys & Mines, Ministry of Home Affairs, Surveyor General's Departments, Deeds Registry, Eswatini National Fire and Emergency Services etc
- All relevant Non-Governmental Organizations (NGOs)
- Lavumisa Town Board
- Other Local Authorities
- The Human Settlements Authority
- The Lavumisa Business Community
- The Lavumisa Property Owners
- The Lavumisa Residents
- The Lavumisa Community
- The Informal Sector
- Financial Institutions
- Parastatals namely: EIPA, EDCO, EEA, SRA Railway, etc.
- Service Providers namely: EEC, EWSC, EPTC
- SCARTA
- ERS
- Rate Payers Association, Residents, and other Relevant Stakeholders.
- etc

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## 8.0 LIAISON

The Lavumisa Town Board will through the form of a letter provide liaison with ratepayers, other agencies, government Ministries, and/or Ministerial departments, in order to introduce the consultant to the different institutions. The appointed consultant shall be responsible for the collection of data and relevant information from the different stakeholders listed in (6.0), to ensure the effectiveness of the Town Planning Scheme for the town and its surroundings.

## 9.0 OBLIGATIONS OF THE CONSULTANT

### 9.1 Taxes and Duties

The consultants and their employees shall be liable for the payment of income and applicable taxes, duties fees, and other imposition as may be levied under the laws and regulations of the Kingdom of Eswatini.

### 9.2 Work Permits

The consultant shall comply with all Labour and Immigration Laws and Regulations of the Kingdom of Eswatini.

## 10.0 CLARIFICATIONS

Requests for clarifications, which must be in writing, should be addressed, via email. The Lavumisa Town Board will strive to promptly respond in writing via email to any requests for clarification up until the Close of Business on the **8<sup>th</sup> October 2024**.

**The Town Clerk**

**Lavumisa Town Board**

**P. O. Box 6**

**LAVUMISA**

**Tel: (0268) 23046014**

**Cell: (0268) 76632413 / 79294186**

**e-mail: [njabulondzimandze1@gmail.com](mailto:njabulondzimandze1@gmail.com)**

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## ANNEXURE 1: DETAILED INFORMATION TO BE CONTAINED IN THE TOWN PLANNING SCHEME

The Lavumisa Town Planning Scheme shall be composed of four volumes: A Background Study of the area; a Structure Plan, a Development Plan; and a Development Code. Below are the objectives and the issues to be addressed in each of the above-mentioned documents.

### 2.2.1 Background Study

The background study entails a detailed overview and observations of the following sectors amongst others:

- i. Location and Size of Town (*Map Required*)
- ii. Historical Overview
- iii. Socio-Economical Overview
- iv. Physiographic Overview (*Diagrams required*)
  - Climate (Wind, Rainfall, Temperature etc)
- v. Soils and Vegetation (*Map Required*)
- vi. Hydrological Overview (*Map Required*)
  - Rivers, Streams, Dams, Canals, Wetlands, etc
- (vii) Population Dynamics
  - Lavumisa Urban Area (Day and Night Population)
  - Lavumisa Peri-urban Area
  - Population Growth Rates
  - Households
  - Migration and Influx
- vii. Land Use
  - Types of Land uses (*Map Required*)
  - Current major land uses by coverage percentages (*Map and Graphs*)
  - Properties and property information (*Table Required*)
  - Current land values
  - Land use conflicts
  - Current land demand
  - Vacant land (*Map Required*)

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- Government land (*Map Required*)
- *Glaring Land use Issues (Informal Settlements, Informal & Non-Serviced Townships, etc)*
- viii. Housing
  - Current housing stock within the urban area, location and ownership (*Map Required*)
  - Housing in neighbouring areas
  - Housing satisfaction, aspiration, need
  - Housing for Factory Workers
- ix. Employment, Unemployment and economic status
  - Formal Sector
  - Informal Sector (Vendors)
- x. Community Facilities and Services (*Map Required*)
  - Border Gate and Related Activities
  - Education & Institutional
  - Health & Social Welfare
  - Police
  - Postal
  - Religious
  - Other Government and Municipal Services
- xi. Engineering Services and Infrastructural Development (*Maps Required*)
  - Roads
  - Drainage
  - Water Supply
  - Sewerage Facilities
  - Electricity Supply
  - Telephone
  - Solid Waste Disposal
  - Energy Supply and Demand
  - Lighting (Street and otherwise)
- xii. Transportation Network (*Map Required*)
  - Road
  - ❖ Hierarchy
  - ❖ Traffic Flow, Circulation and Habits

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- ❖ Public Transportation
- ❖ Pedestrian movement
- ❖ Crossings, culverts & bridges etc
- ❖ Industrial traffic
- ❖ Parking (property, private, public transport, heavy duty vehicles, shopping centers)
- ❖ Traffic management
- Railway Transportation
- Air Transportation, if any

## xiii. Environment

- Vegetation, Animal and Bird Life
- Water courses and Wetlands
- Surface and Ground Water Pollution
- Water Usage
- Air Pollution
- Waste water treatment
- Solid waste and hazardous material

## xiv. Disaster Management

- Identification of most likely events, what would trigger them and where
- Identification of Possible events, what would trigger them and where
- Identification of least likely events, what would trigger them and where

## xv. Tourism

- Current facilities
- Potential

## xvi. Mining Sector

- Current Facilities
- Challenges

### 2.2.1 Structure Plan

A structure plan is a planning tool that sets out a vision for the future development of the city, establishing a planning and management framework to guide development and land-use changes with the aim to achieve environmental, social and economic objectives. The Plan covers the scale and broad

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location of housing, employment, and land, the protection and enhancement of the environment, transport, recreation and tourism, and shopping.

## Issues to be addressed

- Set the strategic framework for the use and development of land, in and around the city, giving clear direction to prospective investors about preferred location for investment.
- Set out strategies to be applied for the physical growth of the present urban area and the proposed extension area.
- Embrace and accommodate the following Town Planning Concepts:
  - i. Development of Nodes (Agglomeration of Compatible Uses)
    - Commercial Neighbourhood nodes
    - Residential
    - Industrial
    - Office Parks
    - etc
  - ii. Identification of Development Precincts to give special identity to areas
    - The Central Business District (CBD) and potential extension area
    - A Government Precinct
    - A Religious Precinct (s)
    - A Recreational Precinct (s)
    - An Entertainment Precinct (s)
    - Etc
  - iii. Identification of Movement Corridors
    - Pedestrian movement corridors
    - Commercial corridors - roadside commercial areas
    - Traffic movement corridors

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- Encourage mixed-use developments within the city as to convey substantial fiscal and economic benefits.
- Identify the main economic growth sectors that will require land for their future development.
- Should make - mention of the proposed Gecko City and all use that area permitted in such areas and ensure a smoothly harmonized and coordinated development with the existing industrial area and the surrounding areas.

Rationalize the major transport network within the Lavumisa urban area and recommend ways of improving it. A road hierarchy system needs to be formulated in this regard, and should be according to certain meaningful categories that will indicate the importance of these roads/ streets within the urban area.

- Recommend strategies to minimize traffic congestion and parking management strategy within the town, particularly its entrance and exit points, and in some areas within the urban area. This study should also embrace some of the findings of the currently on-going Traffic Survey that the Town Board is undertaking, and should also suggest ways to particularly deal with the movement and parking of heavy-duty trucks.
- Identify ways to rationalize formal and informal trading, especially at the Boarder. This should embrace planning advice on the most suitable site for the location of the Lavumisa Bus Rank, Public Market, and Satellite Vending Sites and Bus Stops. It should also consider an expansion plan for these facilities.
- Consider new small and medium business concepts such as the following and suggest where such could be suitably located/ accepted. Businesses such as Home Enterprise, Spaza shops, Motor dealerships, Motor Workshops, Parking Garage, Parking Site, Scrap Yard, Car washes, Cemetery and Crematorium, Funeral Undertakers, etc.

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## Lavumisa Town Planning Scheme -2024-2034

- Provide strategies that will ensure that new development and redevelopment can be done in such a way that it provides environmental, economic, and quality of life benefits to all residents.
- Provide for a variety of development to meet the needs of the community with regards to housing, employment and services, and to facilitate the provision of wide range social and cultural activities within the urban area.
- Provide for the location of Social Amenities that will be in line with the (Day-time) Population of Lavumisa. Such may include the location of Public Open Spaces, Recreation Centres, Show grounds, Sports grounds, Sport and recreation club, Community Hall, Children's homes / soup kitchens, etc
- Provide further integrated land use and transport so that the need to travel is reduced while accessibility to employment, homes, services, facilities and other resources is improved by enhanced sustainable transport choices.
- Extensive analyses on how to improve economic prosperity and employment opportunities by encouraging economic diversification and by providing for a wide range of suitable sites and premises for business.
- Facilitate of informal settlements upgrading projects to promote social inclusion through the regeneration of disadvantaged areas by ensuring that all members of the community have improved access to a wide range of employment, housing, services, education, training, cultural and leisure opportunities.
- Encourage an appropriate balance between economic and social development, conservation of natural environment and improvement of life style and amenity.
- Identify specific visible areas within the urban area that need to decorated either by greening through the planting of trees, flowers and grass or by artificial decorations during certain events or celebrations.

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## Lavumisa Town Planning Scheme -2024-2034

- Relocation of Incompatible uses within the Urban Area and suggested areas for relocation (so that the area can be free for other developments), this may include existing facilities such as the Petrol Depots, Correctional Services Department, Sewer Ponds, Landfill, etc.
- Establish an effective disaster preparedness, mitigation, and management plan and strategy that ensures that resources and capacities of all spheres of government and the public sector are coordinated to prevent disasters where possible, and deal with them effectively where they occur.
- The Town Planning Scheme should identify the urban area's risky spots and disaster-prone areas and should suggest feasible disaster mitigation and management strategies and plans for these areas. It should also identify within the urban area sites that could be reserved and which are suitable for emergency evacuation i.e. airfields, helipads (land and buildings designed for landing and take-off of helicopters, may include a terminal for passengers), etc.
- Plan for developments along the urban area's rivers with particular attention to the urban area's Rivers and Streams. It should also to consider the protection of the urban area's environmentally sensitive areas and historical heritage areas if any.
- The establishment of mechanisms to integrate the informal and formal areas of Lavumisa including those, which may be incorporated into the town at a later date.
- Planning for the development of the urban hinterland and proposing how these could be incorporated just in case the need arises in the near future.
- Consider proposing suggestions for dealing with/ upgrading informal settlements existing within the urban area and in the immediate hinterland.
- Consider proposing suggestions for the provision of Housing for all income groups
- The Town Planning Scheme also has to plan for the newly incorporated areas so as to include issues such as:

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- a. Planning for residential zones, particularly for some Portions of Farm 1007 and Portions of Farm 987.
  - b. Accommodating the concept of urban agricultural zoning particularly because the Ministry of Agriculture and Cooperatives insisted that some of the proposed areas to be incorporated should be reserved for agricultural activities as they have got soils suitable for agriculture. hence define the following: an Agricultural Building, an Agricultural Holding, an Agricultural Industry, etc
  - c. There is also a need for this Town Planning Scheme to assist in the identification of suitable sites for Tourism particularly in the newly incorporated area, and also within the existing urban area. Such concepts and ideas of tourist areas should be considered, and these may include Backpacker's Lodges, Camping Sites, Guest Houses, Lodges, Picnic Places, Places of amusement, Private Clubs, etc
- Finally, the Town Planning Scheme should consider the **anticipated change of the Status of Lavumisa becoming a Town Council. This should identify** commercial activities that the Town Board can engage in to generate some income

### 2.2.3 Development Plan

A development plan presents the short, medium, and long-term strategies to implement the Structure Plan proposals. It guides and facilitates the implementation of projects. This development plan should be accompanied by an Implementation Plan and an Institutional Framework recommended for its implementation.

#### Issues to be addressed

- A 10-year plan with short (3 years), medium (5 years) and long (10 years) term goals, policies and development frameworks focused on promoting and guiding physical development for the Lavumisa Town Board to implement.
- Identify and recommend methods for protecting environmentally sensitive areas and developing a network of parks/open spaces (both passive, and active) within the urban area.

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- An analysis of the environmental impacts of the growth and development of Lavumisa, and the identification of areas, which are particularly vulnerable, as well as proposals for mitigating such impacts.
- An analysis of the needs for decentralized recreational facilities and proposals for their locations around Lavumisa.
- An analysis of the service and infrastructure developments that will be required in Lavumisa over each of the planning periods in order that the Town Board may anticipate and work with service agencies as required providing that which is necessary.
- An implementation strategy and cost implications for the plan.

### 2.2.4 Development Code

The purpose of a Development Code is to establish standards, procedures, and minimum requirements to regulate and enforce the strategies and programs established in the Structure Plan and Development Plan, and to coordinate and integrate development, in an effort to, among other things, insure proper legal description, identification; aid in the coordination of land development throughout the Lavumisa Urban Area and the proposed extension area.

### Issues to be addressed

- General Conditions regarding the following:
  - Overriding Rights of the Municipality
  - Access and Inspection
  - Perusal of Scheme Documents
  - Appeals
  - Contravention of the Scheme
  - Serving of Notices
  - Compliance with Title Deeds, Deeds of Grant and Conditions of Establishment
  - Title/Name of Scheme

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## Lavumisa Town Planning Scheme -2024-2034

- Establishment of a defined process for establishing new townships within the urban area in conjunction with the Human Settlements Authority.
- Establish development standards, procedures, and minimum requirements for the different land use zones within the Lavumisa Urban Area.
  - Outline general conditions applicable to all properties
  - Outline the process of establishing buildings on detrimental soil conditions
  - Outline development conditions applicable per land use zone
  - Determine the method of calculation of Gross Floor Area
  - Determine Calculation of Floor Area ratio
  - Description of Building Height (to be accompanied by diagrams illustrating the following: natural ground level, ground story, basement, the first storey, the second storey, third story, loft, parapet walls, roof, maximum height level, etc)
  - Acceptable Plot Coverage per land use zone (with descriptive table per land use zone, and descriptive illustrative diagrams per land use zone)
  - Make mention of environmental amenities and the appearance of buildings
  - Make mention of acceptable building lines, setbacks, and restrictions
  - Make mention of street building lines, access, and physical barriers
  - Make mention of the closing of streets
  - Prohibition of access
  - Canopies in front of building lines
  - Building lines relative to streets, pavements, road reserves, ERF boundaries, and outbuildings (illustrative diagrams are essential)
- A summary table describing the conditions governing the erection of buildings per land use zone is preferable, and this table should have but is not limited to the following columns: use permitted; use with consent; uses not permitted; density; coverage; minimum and maximum height; floor area ratio; building, lines; parking requirements; paving areas; access to erf; loading and off-loading facilities; physical barriers; health measures; outdoor advertising; etc
- The review of the off-street parking requirement, and loading bay requirements to determine their appropriateness and applicability. This should include a consideration of the different constraints and

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conditions present in the various zones of the town (i.e. CBD, Industrial Zone, Neighbourhood Commercial Zone, etc).

- Review parking requirements for each land use zone, particularly for the following uses
  - Duplex dwellings, flats, and residential buildings,
  - offices,
  - shops,
  - industries,
  - warehouses
  - Business buildings such as
    - fitness centers,
    - medical and dental consulting rooms,
    - banks, building societies, and other financial institutions
    - hairdressers
  - car washes
  - home enterprises
  - institutions
  - charitable institutions
  - clinics
  - hospitals
  - motor workshops
  - places of instruction (primary schools, high schools, colleges, etc)
  - places of childcare
  - places of worship
  - places of refreshment
  - hotels
  - boarding houses and hostels
  - retail industry
  - light industry
  - social halls
  - vehicle sales rooms
  - public garages and filling stations

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## Lavumisa Town Planning Scheme -2024-2034

- The inclusion of a provision for environmental analysis, Environmental Impact Statements, Mitigation measures, and environmental protection, which guide proposals for development within the Lavumisa urban boundaries and the proposed extension area, taking into account the Eswatini Environmental Authority's legislation.
  - Make mention of developments and conservation areas, detrimental soil conditions, and wetlands
  - Make mention of the use of buildings or land for noxious buildings, how they should be developed, prevention of disasters and disease to neighboring properties, and identify all possible noxious industries
- Identification of Disaster and Hazard Prone areas in Lavumisa, and categorize the disasters into natural and man-made. Also suggest disaster mitigation and management strategies.
- Provide a strategic policy framework for planning and development control by setting out the policies and general proposals for land use within the urban area and the proposed extension area.
- Recommendation with regard to the protection of historical sites and buildings.
- Revision of the number of units per plot in different zonings.
  - Revision of permitted minimum lot sizes per zone
  - Development parameters and/or scheme controls.
  - Ascertain conditions to promote affordable housing whilst not compromising the planning standards.
  - Update supplement chapters included in the code, e.g. advertisement signs, subdivision of land, off-street parking and loading requirement, supplementary zoning regulations (Corner plots, fencing, etc)
  - Determine a holistic approach that will address the management and development of informal trading (street vending).
  - Need to include a clause to permit the scheme to be extended to areas that may be included in the urban boundary in the future.
  - Review the rezoning, subdivision, and special consent procedures
  - Recommend acceptable standards for the establishment of car washes taking into consideration their impact on the environment, and also suggest regulations for their operations

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- Recommend acceptable establishment standards for vehicle sales marts (new and used) and suggest regulations for their operations
- Termination of incompatible land uses
- Give specific and precise definitions of town planning terms and words used in the Development Code to avoid ambiguity. E.g. Spaza phone, guesthouse, conference centres, carwash, vehicle sales mart, Uyibi'ze moyeni etc.

## GENERAL CONTRACT CONDITIONS

**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.

**3.3 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 Board may approve.

**3.4 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 Board under this Contract, including without limitation the receiving of instructions and payments from Board.

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

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3.6 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.

4. **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.

5. **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.

## 6. COMMENCEMENT, COMPLETION, MODIFICATION AND TERMINATION OF CONTRACT

6.1 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.

6.2 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.

6.3 Expiration of Contract Unless terminated earlier pursuant to Clause GCC 6.2, this Contract shall expire at the end of the time period after the Effective Date, as specified in the SCC.

6.4 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

6.5 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. 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

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# Lavumisa Town Planning Scheme -2024-2034

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.

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7.1 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.

7.2 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.

## 8. TERMINATION

8.1 By Board, Board 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 Board 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 Board may have subsequently approved in writing.
- b. If the Consultancy firm becomes insolvent or bankrupt.
- c. If the Consultancy firm, in the judgment of Board 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 Board, 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.

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9. **BY THE CONSULTANCY FIRM** the Consultancy firm(s) may terminate this Contract, by not less than thirty (30) days' written notice to Board, 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 Board 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 Board fails to comply with any final decision reached as a result of arbitration pursuant to Clause GCC 8 hereof.

10. **PAYMENT UPON TERMINATION** Upon termination of this Contract pursuant to Clauses GCC 2.6.1 or GCC 2.6.2, Board 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.

## 11. OBLIGATIONS OF THE CONSULTANCY FIRM

### 11.1 General

### 11.2 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 Board, and shall at all times support and safeguard Board's legitimate interests in any dealings with Sub-Consultancy firm(s) or third Parties.

### 11.3 Conflict of Interests

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

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11.4 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.

11.5 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.

11.6 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.

11.7 Confidentiality Except with the prior written consent of Board, 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.

11.8 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

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but on terms and conditions approved by Board, insurance against the risks, and for the coverage, as shall be specified in the SCC; and

(b) at Board's request, shall provide evidence to Board showing that such insurance has been taken out and maintained and that the current premiums have been paid.

11.9 Consultancy firm's Actions Requiring Agency's Prior Approval. The Consultancy firm shall obtain Board'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.

## 12. REPORTING OBLIGATIONS

(a) The Consultancy firm shall submit to Board 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 softcopy in addition to the hard copies specified in said Appendix.

(c) The consultant will work closely and report periodically to the Corporate Services Manager and Heads of Department when necessary.

12.1 Documents Prepared by the Consultancy firm to be the Property of Board

(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 Board, and the Consultancy firm shall, not later than upon termination or expiration of this Contract, deliver all such documents to Board, 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.

## 13. CONSULTANCY FIRM'S PERSONNEL

13.1 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 is hereby approved by Board.

13.2 Removal and/or Replacement of Personnel Except as Board may otherwise agree, no changes shall be made in the Key Personnel. If, for any reason beyond the reasonable

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control of the Consultancy firm, such as retirement, death, medical incapacity, among others, it becomes necessary to replace any of the Key Personnel.

Consultancy firm shall provide as a replacement a person of equivalent or better qualifications.

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

## 14. OBLIGATIONS OF BOARD

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

14.2 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.

14.3 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.

14.4 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 Board 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 Board specifying the amount due.

14.5 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.

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## 15. SETTLEMENTS OF DISPUTES

15.1 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.

15.2 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

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