



Municipal Council of Mbabane

Procurement of

**TENDER FOR THE PROVISION OF GEOGRAPHIC INFORMATION SYSTEM
SERVICES**

TENDER NO. 16 OF 2024/2025

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PROVISION O GEOGRAPHIC INFORMATION SYSTEM SERVICES

Summary

PART 1 – BIDDING PROCEDURES

Section I: Instructions to Bidders (ITB)

This Section provides relevant information to help Bidders prepare their Bids. Information is also provided on the submission, opening, and evaluation of Bids and on the award of Contracts.

Section II. Bidding Data Sheet (BDS)

This Section consists of provisions that are specific to each procurement and that supplement the information or requirements included in Section I, Instructions to Bidders.

Section III: Bidding Forms

This Section contains the forms which are to be completed by the Bidder and submitted as part of his Bid.

PART 2 – CONDITIONS OF CONTRACT AND CONTRACT FORMS

Section V. Special condition of Contract and Performance Specifications and Drawings (Terms of Reference)

This section contains Specifications that are intended only as information for the Employer or the person drafting the bidding documents.

PART 3 – ACTIVITY SCHEDULE

Section IV. Activity Schedule (Bill of Quantities)

This Section contains the activity schedule.

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Part I – Bidding Procedures

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Section I. Instructions to Bidders

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32. Performance Security 20
33. Corrupt or Fraudulent Practices 20

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Instructions to Bidders (ITB)

A. General

1. **Scope of Bid**
 - 1.1 The **Municipal Council of Mbabane (MCM)**, invites Bids for the Services, as described in Appendix A to the Contract.
 - 1.2 The successful Bidder will be expected to complete the performance of the Services by the Intended Completion Date **provided in the Bidding Data Sheet (BDS)**.
2. **Eligible Bidders**
 - 2.1 This Invitation for Bids is open to all Bidders, who are registered with the Registrar of Companies in the Kingdom of Eswatini.
 - 2.2 All Bidders shall provide in Section III, Bidding Forms, a statement that the Bidder (including all members of a Joint Venture [JV] and subcontractors) is not associated, nor has been associated in the past, directly or indirectly, with the consultant or any other entity that has prepared the design, specifications, and other documents for the Project or being proposed as Project Manager for the Contract. A firm that has been engaged by MCM to provide Consultant Services for the preparation or supervision of the Services, and any of its affiliates, shall not be eligible to Bid.
 - 2.3 Bidders shall not be under a declaration of ineligibility for corrupt and fraudulent practices issued by the Government of Eswatini.
3. **Qualification of the Bidder**
 - 3.1 All Bidders shall provide in Section III, Bidding Forms, a preliminary description of the proposed work to be undertaken in the provision of the Geographic Information System Services etc. as necessary.
 - 3.2 All Bidders shall include the following information and documents with their Bids in Section III, unless otherwise stated in the **BDS**:
 - (a) copies of original documents defining the constitution or legal status, place of registration, and principal place of business; written power of attorney of the signatory of the Bid to commit the Bidder;
 - (b) total monetary value of Services performed for each of the last five years;

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- (c) experience in Services of a similar nature and size for each of the last five years, and details of Services under way or contractually committed; and names and address of clients who may be contacted for further information on those contracts;
 - (d) list of major items of equipment proposed to carry out the Contract;
 - (e) qualifications and experience of key site management and technical personnel proposed for the Contract;
 - (i) information regarding any litigation, current or during the last five years, in which the Bidder is involved, the parties concerned, and disputed amount; and
 - (j) proposals for subcontracting components of the Services amounting to more than 10 percent of the Contract Price.
- 3.3 Bids submitted by a Joint Venture of two or more firms as partners shall comply with the following requirements, unless otherwise stated in the **BDS**:
- (a) the Bid shall include all the information listed in ITB Sub-Clause 3.2 above for each Joint Venture partner;
 - (b) the Bid shall be signed so as to be legally binding on all partners;
 - (c) the Bid shall include a copy of the agreement entered into by the Joint Venture partners defining the division of assignments to each partner and establishing that all partners shall be jointly and severally liable for the execution of the Contract in accordance with the Contract terms; alternatively, a Letter of Intent to execute a Joint Venture agreement in the event of a successful Bid shall be signed by all partners and submitted with the Bid, together with a copy of the proposed agreement;
 - (d) one of the partners shall be nominated as being in charge, authorised to incur liabilities, and receive instructions for and on behalf of any and all partners of the Joint Venture; and
 - (e) the execution of the entire Contract, including payment, shall be done exclusively with the partner in

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charge.

3.4 To qualify for award of the Contract, Bidders must meet the following minimum qualifying criteria:

- (a) annual volume of Services of at least the amount **specified in the BDS;**
- (b) experience as primeservice provider in the provision of at least two service contracts of a nature and complexity equivalent to the Services over the last 5 years (to comply with this requirement, Services contracts cited should be at least 70 percent complete) **as specified in the BDS;**
- (c) proposals for the timely acquisition (own, lease, hire, etc.) of the essential equipment **listed in the BDS;**
- (d) a Contract Manager with five years' experience in Services of an equivalent nature and volume, including no less than three years as Manager or supervisor; and
- (e) liquid assets and/or credit facilities, net of other contractual commitments and exclusive of any advance payments which may be made under the Contract, of no less than the amount specified in the **BDS.**

A consistent history of litigation or arbitration awards against the Applicant or any partner of a Joint Venture may result in disqualification.

- 4. **One Bid per Bidder**
 - 4.1 Each Bidder shall submit only one Bid, either individually or as a partner in a Joint Venture. A Bidder who submits or participates in more than one Bid (other than as a subcontractor or in cases of alternatives that have been permitted or requested) will cause all the proposals with the Bidder's participation to be disqualified.
- 5. **Cost of Bidding**
 - 5.1 The Bidder shall bear all costs associated with the preparation and submission of his Bid, and the Employer will in no case be responsible or liable for those costs.
- 6. **Site Visit**
 - 6.1 The Bidder, at the Bidder's own responsibility and risk, is compelled to visit and examine the Sites of required Services and its surroundings and obtain all information that may be necessary for preparing the Bid and entering into a contract for the Services. The costs of visiting the

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Site shall be at the Bidder's own expense.

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B. Bidding Documents

- 7. Content of Bidding Documents**
- 7.1 The set of bidding documents comprises the documents listed in the table below and addenda issued in accordance with ITB Clause 10:
- | | |
|-------------|--|
| Section I | Instructions to Bidders |
| Section II | Bidding Data Sheet |
| Section III | Bidding Forms |
| Section IV | Activity Schedule (Bill of Quantities) |
| Section V | Special Conditions of Contract and Performance specification |
- 7.2 The Bidder is expected to examine all instructions, forms, terms, and specifications in the bidding documents. Failure to furnish all information required by the bidding documents or to submit a Bid not substantially responsive to the bidding documents in every respect will be at the Bidder's risk and may result in the rejection of its Bid. Sections III and IV should be completed and returned with the Bid in the number of copies specified in the **BDS**.
- 8. Clarification of Bidding Documents**
- 8.1 A prospective Bidder requiring any clarification of the bidding documents may notify the Employer in writing at the Employer's address indicated in the invitation to Bid. The Employer will respond to any request for clarification received earlier than 14 days prior to the deadline for submission of Bids. Copies of the Employer's response will be forwarded to all purchasers of the bidding documents, including a description of the inquiry, but without identifying its source.
- 9. Amendment of Bidding Documents**
- 9.1 Before the deadline for submission of Bids, the Employer may modify the bidding documents by issuing addenda.
- 9.2 Any addendum thus issued shall be part of the bidding documents and shall be communicated in writing to all purchasers of the bidding documents. Prospective Bidders shall acknowledge receipt of each addendum by cable to the Employer.
- 9.3 To give prospective Bidders reasonable time in which to take an addendum into account in preparing their Bids, the Employer shall extend, as necessary, the deadline for submission of Bids, in accordance with ITB

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Sub-Clause 18.2 below.

C. Preparation of Bids

- 10. Language of Bid** 10.1 The Bid prepared by the Bidder, as well as all correspondence and documents relating to the Bid exchanged by the Bidder and the Employer shall be written in English.
- 11. Documents Comprising the Bid** 11.1 The Bid submitted by the Bidder shall comprise the following:
- (a) The Form of Bid (in the format indicated in Section III);
 - (b) Bid Security;
 - (c) Priced Activity Schedule (Bill of Quantities);
 - (d) Qualification Information Form and Documents;
 - (e) Alternative offers where invited;
- and any other materials required to be completed and submitted by Bidders, as **specified in the BDS**.
- 11.2 Bidders bidding for this contract together with other contracts stated in the IFB to form a package will so indicate in the Bid together with any discounts offered for the award of more than one contract
- 12. Bid Prices** 12.1 The Contract shall be for the Services, as described in the Specifications, Section V, based on the priced Activity Schedule, Section IV, submitted by the Bidder.
- 12.2 The Bidder shall fill in rates and prices for all items of the Services described in the Specifications (or Terms of Reference), Section V and listed in the Activity Schedule, Section IV. Items for which no rate or price is entered by the Bidder will not be paid for by the Employer when executed and shall be deemed covered by the other rates and prices in the Activity Schedule.
- 12.3 All duties, taxes, VAT, and other levies payable by the Service Provider under the Contract, or for any other cause, as of the date 28 days prior to the deadline for submission of Bids, shall be included in the total Bid price submitted by the Bidder.

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12.4 For the purpose of determining the remuneration due for additional Services, a breakdown of the lump-sum price shall be provided by the Bidder in the form of Appendices D and E to the Contract

13. Bid Validity

13.1 Bids shall remain valid for 90 days.

13.2 In exceptional circumstances, the Employer may request that the Bidders extend the period of validity for a specified additional period. The request and the Bidders' responses shall be made in writing. A Bidder may refuse the request without forfeiting the Bid Security. A Bidder agreeing to the request will not be required or permitted to otherwise modify the Bid, but will be required to extend the validity of Bid Security for the period of the extension, and in compliance with ITB Clause 14 in all respects.

13.3 In the case of contracts in which the Contract Price is fixed (not subject to price adjustment), if the period of Bid validity is extended by more than 60 days, the amounts payable shall be increased by applying a component of the payments, the factors specified in the request for extension, for the period of delay beyond 60 days after the expiry of the initial Bid validity, up to the notification of award. Bid evaluation will be based on the Bid prices without taking the above correction into consideration.

14. Bid Security

14.1 The Bidder shall furnish, as part of the Bid, a Bid Security or a Bid-Securing Declaration, if required, as **specified in the BDS**.

14.2 The Bid Security shall be in the amount **specified in the BDS** and denominated in Emalangen Currency.

- (a) at the Bidder's option, be in the form of either a bank guarantee from a banking institution, or a bond issued by a surety;
- (b) be issued by a reputable institution selected by the Bidder and located in the Kingdom of Eswatini.
- (c) be substantially in accordance with one of the forms of Bid Security included in Contract Forms, or other form approved by the Employer prior to Bid submission;
- (d) be payable promptly upon written demand by the Employer in case the conditions listed in ITB Sub-

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Clause 14.5 are invoked;

- (e) be submitted in its original form; copies will not be accepted;
- (f) remain valid for a period of 28 days beyond the validity period of the Bids, as extended, if applicable, in accordance with ITB Sub-Clause 13.2;

14.3 If a Bid Security or a Bid-Securing Declaration is required in accordance with ITB Sub-Clause 14.1, any Bid not accompanied by a substantially responsive Bid Security or Bid Securing Declaration in accordance with ITB Sub-Clause 14.1, shall be rejected by the Employer as non-responsive.

14.4 The Bid Security of unsuccessful Bidders shall be returned as promptly as possible upon the successful Bidder's furnishing of the Performance Security pursuant to ITB Clause 31.

14.5 The Bid Security may be forfeited or the Bid Securing Declaration executed:

- (a) if a Bidder withdraws its Bid during the period of Bid validity specified by the Bidder on the Bid Submission Form, except as provided in ITB Sub-Clause 13.2; or
- (b) if the successful Bidder fails to:
 - (i) Sign the Contract in accordance with ITB Clause 30;
 - (ii) Furnish a Performance Security in accordance with ITB Clause 32.

14.6 The Bid Security or Bid-Securing Declaration of a JV must be in the name of the JV that submits the Bid. If the JV has not been legally constituted at the time of bidding, the Bid Security or Bid-Securing Declaration shall be in the names of all future partners as named in the letter of intent to constitute the JV.

15. Alternative Proposals by Bidders

15.1 **Unless otherwise indicated in the BDS**, alternative Bids shall not be considered.

15.2 When alternative times for completion are explicitly invited, a statement to that effect will be **included in the BDS**, as will the method of evaluating different times for

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completion.

15.3 Except as provided under ITB Sub-Clause 15.4 below, Bidders wishing to offer technical alternatives to the requirements of the bidding documents must first submit a Bid that complies with the requirements of the bidding documents, including the scope, basic technical data, graphical documents and specifications. In addition to submitting the basic Bid, the Bidder shall provide all information necessary for a complete evaluation of the alternative by the Employer, including calculations, technical specifications, breakdown of prices, proposed work methods and other relevant details. Only the technical alternatives, if any, of the lowest evaluated Bidder conforming to the basic technical requirements shall be considered by the Employer. Alternatives to the specified performance levels shall not be accepted.

15.4 When Bidders are **permitted in the BDS** to submit alternative technical solutions for specified parts of the Services, such parts shall be described in the Specifications (or Terms of Reference) and Drawings, Section VIII. In such case, the method for evaluating such alternatives will be as **indicated in the BDS**.

16. Format and Signing of Bid

16.1 The Bidder shall prepare one original of the documents comprising the Bid as described in ITB Clause 11 of these Instructions to Bidders, bound with the volume containing the Form of Bid, and clearly marked "ORIGINAL." In addition, the Bidder shall submit copies of the Bid, in the number **specified in the BDS**, and clearly marked as "COPIES." In the event of discrepancy between them, the original shall prevail.

16.2 The original and all copies of the Bid shall be typed or written in indelible ink and shall be signed by a person or persons duly authorised to sign on behalf of the Bidder, pursuant to Sub-Clauses 3.2(a) or 3.3(b). All pages of the Bid where entries or amendments have been made shall be initialed by the person or persons signing the Bid.

16.3 The Bid shall contain no alterations or additions, except those to comply with instructions issued by the Employer, or as necessary to correct errors made by the Bidder, in which case such corrections shall be initialed by the person or persons signing the Bid.

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D. Submission of Bids

- 17. Sealing and Marking of Bids**
- 17.1 The Bidder shall seal the original and all copies of the Bid in two inner envelopes and one outer envelope, duly marking the inner envelopes as **“ORIGINAL”** and **“COPIES”**.
- 17.2 The inner and outer envelopes shall
- (a) be addressed to the Employer at the address **provided in the BDS;**
 - (b) bear the name and identification number of the Contract as **defined in the BDS** and Special Conditions of Contract; and
 - (c) Provide a warning not to open before the specified time and date for Bid opening as **defined in the BDS.**
- 17.3 In addition to the identification required in ITB Sub-Clause 17.2, the inner envelopes shall indicate the name and address of the Bidder to enable the Bid to be returned unopened in case it is declared late, pursuant to ITB Clause 19.
- 17.4 If the outer envelope is not sealed and marked as above, the Employer will assume no responsibility for the misplacement or premature opening of the Bid.
- 18. Deadline for Submission of Bids**
- 18.1 Bids shall be delivered to the Employer at the address specified above no later than the time and date **specified in the BDS.**
- 18.2 The Employer may extend the deadline for submission of Bids by issuing an amendment in accordance with ITB Clause 9, in which case all rights and obligations of the Employer and the Bidders previously subject to the original deadline will then be subject to the new deadline.
- 19. Late Bids**
- 19.1 Any Bid received by the Employer after the deadline prescribed in ITB Clause 18 will be returned unopened to the Bidder.
- 20. Modification and Withdrawal of Bids**
- 20.1 Bidders may modify or withdraw their Bids by giving notice in writing before the deadline prescribed in ITB Clause 18.
- 20.2 Each Bidder’s modification or withdrawal notice shall be prepared, sealed, marked, and delivered in accordance

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with ITB Clauses 16 and 17, with the outer and inner envelopes additionally marked “MODIFICATION” or “WITHDRAWAL,” as appropriate.

- 20.3 No Bid may be modified after the deadline for submission of Bids.
- 20.4 Withdrawal of a Bid between the deadline for submission of Bids and the expiration of the period of Bid validity specified in the BDS or as extended pursuant to ITB Sub-Clause 13.2 may result in the forfeiture of the Bid Security pursuant to ITB Clause 14.
- 20.5 Bidders may only offer discounts to, or otherwise modify the prices of their Bids by submitting Bid modifications in accordance with this Clause, or included in the original Bid submission.

E. Bid Opening and Evaluation

21. Bid Opening

- 21.1 The Employer will open the Bids, including modifications made pursuant to ITB Clause 20, in the presence of the Bidders’ representatives who choose to attend at the time and in the place **specified in the BDS**.
- 21.2 Envelopes marked “WITHDRAWAL” shall be opened and read out first. Bids for which an acceptable notice of withdrawal has been submitted pursuant to ITB Clause 20 shall not be opened.
- 21.3 The Bidders’ names, the Bid prices, the total amount of each Bid and of any alternative Bid (if alternatives have been requested or permitted), any discounts, Bid modifications and withdrawals, the presence or absence of Bid Security, and such other details as the Employer may consider appropriate, will be announced by the Employer at the opening. No Bid shall be rejected at Bid opening except for the late Bids pursuant to ITB Clause 19; Bids, and modifications, sent pursuant to ITB Clause 20 that are not opened and read out at Bid opening will not be considered for further evaluation regardless of the circumstances. Late and withdrawn Bids will be returned unopened to the Bidders.
- 21.4 The Employer will prepare minutes of the Bid opening, including the information disclosed to those present in accordance with ITB Sub-Clause 21.3.

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- 22. Process to Be Confidential**
- 22.1 Information relating to the examination, clarification, evaluation, and comparison of Bids and recommendations for the award of a contract shall not be disclosed to Bidders or any other persons not officially concerned with such process until the award to the successful Bidder is notified of the award. Any effort by a Bidder to influence the Employer's processing of Bids or award decisions may result in the rejection of his Bid.
- 22.2 If, after notification of award, a Bidder wishes to ascertain the grounds on which its Bid was not selected, it should address its request to the Employer, who will provide written explanation. Any request for explanation from one Bidder should relate only to its own Bid; information about the Bid of competitors will not be addressed.
- 23. Clarification of Bids**
- 23.1 To assist in the examination, evaluation, and comparison of Bids, the Employer may, at the Employer's discretion, ask any Bidder for clarification of the Bidder's Bid, including breakdowns of the prices in the Activity Schedule, and other information that the Employer may require. The request for clarification and the response shall be in writing, but no change in the price or substance of the Bid shall be sought, offered, or permitted except as required to confirm the correction of arithmetic errors discovered by the Employer in the evaluation of the Bids in accordance with ITB Clause 25.
- 23.2 Subject to ITB Sub-Clause 23.1, no Bidder shall contact the Employer on any matter relating to its Bid from the time of the Bid opening to the time the contract is awarded. If the Bidder wishes to bring additional information to the notice of the Employer, he should do so in writing.
- 23.3 Any effort by the Bidder to influence the Employer in the Employer's Bid evaluation or contract award decisions may result in the rejection of the Bidder's Bid.
- 24. Examination of Bids and Determination of Responsiveness**
- 24.1 Prior to the detailed evaluation of Bids, the Employer will determine whether each Bid (a) meets the eligibility criteria defined in ITB Clause 3; (b) has been properly signed; (c) is accompanied by the required securities; and (d) is substantially responsive to the requirements of the bidding documents.
- 24.2 A substantially responsive Bid is one which conforms to all the terms, conditions, and specifications of the bidding documents, without material deviation or reservation. A

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material deviation or reservation is one (a) which affects in any substantial way the scope, quality, or performance of the Services; (b) which limits in any substantial way, inconsistent with the bidding documents, the Employer's rights or the Bidder's obligations under the Contract; or (c) whose rectification would affect unfairly the competitive position of other Bidders presenting substantially responsive Bids.

24.3 If a Bid is not substantially responsive, it will be rejected by the Employer, and may not subsequently be made responsive by correction or withdrawal of the nonconforming deviation or reservation.

25. Correction of Errors

25.1 Bids determined to be substantially responsive will be checked by the Employer for any arithmetic errors. Arithmetical errors will be rectified by the Employer on the following basis: if there is a discrepancy between unit prices and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail, and the total price shall be corrected; if there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; if there is a discrepancy between the amounts in figures and in words, the amount in words will prevail.

25.2 The amount stated in the Bid will be adjusted by the Employer in accordance with the above procedure for the correction of errors and, with the concurrence of the Bidder, shall be considered as binding upon the Bidder. If the Bidder does not accept the corrected amount, the Bid will be rejected, and the Bid Security may be forfeited in accordance with ITB Sub-Clause 14.5(b).

26. Evaluation and Comparison of Bids

26.1 The Employer will evaluate and compare only the Bids determined to be substantially responsive in accordance with ITB Clause 24 and as per the criterion in the **BDS**.

26.2 In evaluating the Bids, the Employer will determine for each Bid the evaluated Bid price by adjusting the Bid price as follows:

- (a) making any correction for errors pursuant to ITB Clause 25;
- (b) excluding provisional sums and the provision, if any, for contingencies in the Activity Schedule, Section IV, but including Day work, when requested in the

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Specifications (or Terms of Reference) Section VI;

- (c) making an appropriate adjustment for any other acceptable variations, deviations, or alternative offers submitted in accordance with ITB Clause 15; and
- (d) making appropriate adjustments to reflect discounts or other price modifications offered in accordance with ITB Sub-Clause 20.5.

26.3 The Employer reserves the right to accept or reject any variation, deviation, or alternative offer. Variations, deviations, and alternative offers and other factors, which are in excess of the requirements of the bidding documents or otherwise result in unsolicited benefits for the Employer will not be taken into account in Bid evaluation.

26.4 The estimated effect of any price adjustment conditions under Clause 5 of the General Conditions of Contract, during the period of implementation of the Contract, will not be taken into account in Bid evaluation.

27. Preference for former employees of Council which were affected by the re-structuring

27.1 All companies shall be evaluated equally with no special preference to any company such as those from former employees.

F. Award of Contract

28. Financial Negotiations

28.1 Council reserves the right to negotiate all the rates in the Bidding documents before the contract is awarded.

28.2 Council may reject a Bid if there is no agreement during the negotiations without having to give any explanation whatsoever to the bidding Service Provider.

29. Award Criteria

29.1 Subject to ITB Clause 30, the Employer will award the Contract to the Bidder whose Bid has been determined to be substantially responsive to the bidding documents and who has offered the highest scoring evaluated Bid, provided that such Bidder has been determined to be (a) eligible in accordance with the provisions of ITB Clause 2,

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and (b) qualified in accordance with the provisions of ITB Clause 3.

29.2 If, pursuant to ITB Sub-Clause 11.2 this contract is being let on a “slice and package” basis, the highest scoring evaluated Bid will be determined when evaluating this contract in conjunction with other contracts to be awarded concurrently. Taking into account any discounts offered by the Bidders for the award of more than one contract.

29.3 Council does not bind itself to accept the lowest bidder.

30. Employer’s Right to Accept any Bid and to Reject any or all Bids

30.1 Notwithstanding ITB Clause 29, the Employer reserves the right to accept or reject any Bid, and to cancel the bidding process and reject all Bids, at any time prior to the award of Contract, without thereby incurring any liability to the affected Bidder or Bidders or any obligation to inform the affected Bidder or Bidders of the grounds for the Employer’s action.

31. Intention to Award

31.1 An intention to award will be published through the regulator for ten (10) working days. Any objections must be forwarded in writing to:

The Controlling Officer

Municipal Council of Mbabane

Mahlukohla street

32. Notification of Award and Signing of Agreement

32.1 The Bidder whose Bid has been accepted will be notified of the award by the Employer prior to expiration of the Bid validity period by a letter. This letter (hereinafter and in the Conditions of Contract called the “Letter of Acceptance”) will state the sum that the Employer will pay the Service Provider in consideration of the execution, completion, and maintenance of the Services by the Service Provider as prescribed by the Contract (hereinafter and in the Contract called the “Contract Price”).

32.2 The notification of award will constitute the formation of the Contract.

32.3 The Bidder shall commence with the works within period specified in the **BDS** after the award of the contract. Failure to commence with the works within the specified

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period will result in Council withdrawing the award without notice.

33.4 The Contract, in the form provided in the bidding documents, will incorporate all agreements between the Employer and the successful Bidder. It will be signed by the Employer and sent to the successful Bidder. Within 21 days of receipt of the Contract, the successful Bidder shall sign the Contract and return it to the Employer, together with the required performance security pursuant to Clause 31.

33.5 The Employer will promptly notify the unsuccessful Bidders the name of the winning Bidder and that their Bid Security will be returned as promptly as possible, with a notice which shall be published in the Council Website page.

33.6 If, after notification of award, a Bidder wishes to ascertain the grounds on which its Bid was not selected, it should address its request to the Employer within seven days of the first day of the published notice. The Employer will promptly respond in writing to the unsuccessful Bidder.

34. Performance Security

34.1 Within 21 days after receipt of the Letter of Acceptance, the successful Bidder shall deliver to the Employer a Performance Security in the amount and in the form (Bank Guarantee and/or Performance Bond) **stipulated in the BDS.**

34.2 If the Performance Security is provided by the successful Bidder in the form of a Bank Guarantee, it shall be issued at the Bidder's option, by a bank located in the Kingdom of Eswatini

34.3 If the Performance Security is to be provided by the successful Bidder in the form of a Bond, it shall be issued by a surety which the Bidder has determined to be acceptable to the Employer.

34.4 Failure of the successful Bidder to comply with the requirements of ITB Sub-Clause 32.1 shall constitute sufficient grounds for cancellation of the award and forfeiture of the Bid Security.

35. Corrupt or Fraudulent Practices

35.1 It is the Council's policy to require that Bidders, suppliers, and contractors and their subcontractors, observe the highest standard of ethics during the procurement and

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execution of such contracts. ¹ In pursuance of this policy, Council:

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

(i) “corrupt practice”² is the offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party;

(ii) “fraudulent practice”³ is any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation;

(iii) “collusive practice”⁴ is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party;

(iv) “coercive practice”⁵ is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;

(v) “obstructive practice” is

(aa) deliberately destroying, falsifying, altering or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede an investigation into allegations of a corrupt, fraudulent, coercive or collusive practice; and/or threatening, harassing or intimidating any party to prevent it from disclosing its

¹ In this context, any action taken by a Bidder, supplier, contractor, or a sub-contractor to influence the procurement process or contract execution for undue advantage is improper.

² For the purpose of these SBDs, “another party” refers to a public official acting in relation to the procurement process or contract execution. In this context, “public official” includes World Bank staff and employees of other organisations taking or reviewing procurement decisions.

³ For the purpose of these SBDs, “party” refers to a public official; the terms “benefit” and “obligation” relate to the procurement process or contract execution; and the “act or omission” is intended to influence the procurement process or contract execution.

⁴ For the purpose of these SBDs, “parties” refers to participants in the procurement process (including public officials) attempting to establish Bid prices at artificial, non-competitive levels.

⁵ For the purpose of these SBDs, “party” refers to a participant in the procurement process or contract execution.

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knowledge of matters relevant to the investigation or from pursuing the investigation; or

- (bb) acts intended to materially impede the exercise of Council's inspection and audit rights provided for under para. 1.14 (e) of the Bank's Procurement Guidelines.
- (b) will reject a proposal for award if it determines that the Bidder recommended for award has, directly or through an agent, engaged in corrupt, fraudulent, collusive, coercive or obstructive practices in competing for the contract in question;
- (c) will sanction a firm or individual, including declaring them ineligible, either indefinitely or for a stated period of time, to be awarded a contract if it at any time determines that they have, directly or through an agent, engaged in corrupt, fraudulent, collusive, coercive or obstructive practices in competing for, or in executing, a contract; and
- (d) will have the right to require that a provision be included in bidding documents and in contracts for Council to inspect the Bidders accounts and records and other documents relating to the Bid submission and contract performance and to have them audited by auditors appointed by Council.

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Section II. Bidding Data Sheet

Instructions to Bidders Clause Reference

A. General	
1.1	The Employer is MUNICIPAL COUNCIL OF MBABANE . The name and identification number of the Contract is Provision of Geographic Information System Services .
1.2	Duration of Contract (24 Months /2 Years)
3.2	The Qualification Information and Bidding forms to be submitted are as follows: <ul style="list-style-type: none"> a. Certified copy of Certificate of Incorporation b. Certified copy of Form J c. Certified copy of Form C d. Certified copy of valid Trading License e. Original valid Tax Compliance Certificate f. Copy of ENPF compliance g. Copy of labour compliance h. Police Clearance for all directors i. Tender Receipt (E500) j. Bid security (E5000) k. Power of Attorney l. Declaration of eligibility
3.3	The information needed for Bids submitted by Joint Ventures in addition to 3.2 above: <ul style="list-style-type: none"> a. A copy of the Joint Venture agreement or a letter of intent to execute a Joint Venture agreement in the case the Bid is successful
B. Bidding Data	
7.2 and 16.1	The number of copies of the Bid to be completed and returned shall be Three (1 original + 3 copies)

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C. Preparation of Bids	
10.1	Language of the Bid: English
11.1	The additional materials required to be completed and submitted are: <ul style="list-style-type: none"> a. The Form of Bid b. Bid Security c. Prices Activity Schedule (Bill of Quantities) d. Qualification Information Form and documents e. Alternative offers where invited. f. Tender Receipt
13.1	The period of Bid validity shall be Ninety days after the deadline for Bid submission specified in the BDS.
14.1	The Bidder shall provide: A Bid Security or a Bid-Security Declaration
14.2	The amount of Bid Security shall be Five Thousand Emalangeneni (E5,000) bank Guarantee or Bid bond.
15.1	Alternative Bids are permitted.
D. Submission of Bids	
17.2	The Employer's address for the purpose of Bid submission is 1st Mahlokohla street Municipal Council of Mbabane P.O. Box 1 Mbabane. For identification of the Bid the envelopes should indicate: Contract: Provision of GEOGRAPHIC INFORMATION SYSTEM SERVICES Bid / Contract Number:
E. Bid Opening and Evaluation	
21.1	Bids will be opened at 12:00 of the day Friday, 14th February 2025 , at the following address: <u>Council Civic Offices, 1 Mahlokohla Street, Mbabane.</u>

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26. The evaluation criteria shall be as follows;

a. *Tender Evaluation Points will be calculated as:*

$$T = N_F + N_P + N_Q$$

b. *Where is*

i. *T is the final Bid evaluation points which will be a total of 100 points*

ii. *N_F is the financial proposal point which has a total of 20 points and the lowest priced tender will be awarded the total points maximum with the highest bidder getting 0 points*

N_P = N_S + N_E + N_G

iii. *N_Q Quality Points (N_Q) will be scored based on the technical criteria of the project which include company experience, Key personnel, and methodology. The maximum points shall be 80 points. The points will be allocated as follows.*

Criteria	Available Points (P _A)	Comments
1. <i>Company Experience in executing works of similar nature (completed similar works)</i>	20	<ul style="list-style-type: none"> • <i>experience > 5 years = 20 points</i> • <i>experience => 3 < 5 years = 15</i> • <i>experience => 1 < 3 years = 10</i>
2. <i>Key Personnel</i>	20	<ul style="list-style-type: none"> • GIS (Specialist) • <i>Qualification (Minimum Degree - Bsc/B.) = 12</i> • <i>Qualification and with traceable minimum 5 years' experience of similar work = 8</i> <i>Attach CV and Certs</i>
3. <i>Experience of staff</i>	15	<ul style="list-style-type: none"> • IT (System Analysts/Administrator) – • Qualification = 10 • <i>with traceable minimum 5 years' experience of similar work = 5</i> <i>Attach CV and Certs</i>
4. <i>Experience of</i>	15	<ul style="list-style-type: none"> • Town Planner –

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	<i>staff</i>		Qualifications with a minimum BSc/B./BA. <ul style="list-style-type: none"> • = 10 • - with traceable minimum 5 years' work experience of similar work =5 Attach CV and Certs
	5. <i>Methodology and Work Plan</i>	25	<ul style="list-style-type: none"> • <i>Methodology of how work will be carried out = 10</i> • <i>Work Plan- Outlining of the turn-around time of the provision of critical services as outlined in the activity schedule = 15</i>
	6. <i>Nationality of Key Staff</i>	5	<ul style="list-style-type: none"> • <i>Eswatini Nationals = 5</i>
	<i>Total points</i>	100	

F. Award of Contract

31.2	<p>The bidder shall commence work within one week of the award of the contract.</p> <p>Council reserves the right to withdraw the award without any notice if the bidder fails to commence with the works within four weeks of award.</p>
32.1	<p>The Performance Security acceptable to the Employer shall be in the Standard Form of a performance bond or bank guarantee.</p>

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Section III. Bidding Forms

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Service Provider's Bid

[date]

To: [name and address of Employer]

Having examined the bidding documents including addenda No, we offer to execute the [name and identification number of Contract] in accordance with the Conditions of Contract, specifications, drawings and activity schedule accompanying this Bid for the Contract Price of [amount in numbers], [amount in words]

This Bid and your written acceptance of it shall constitute a binding Contract between us. We understand that you are not bound to accept the lowest or any Bid you receive.

We hereby confirm that this Bid complies with the Bid validity and Bid Security required by the bidding documents and specified in the Bidding Data Sheet.

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

Name and address of agent	Amount and Currency	Purpose of Commission or gratuity
_____	_____	_____
_____	_____	_____
_____	_____	_____

(if none, state "none")

Authorised Signature: _____
 Name and Title of Signatory: _____
 Name of Bidder: _____
 Address: _____

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Qualification Information

- 1. Individual Bidders or Individual Members of Joint Ventures**
- 1.1 Company Registration Certificate/Certificate of incorporation of Bidder: *[attach copy]*
- 1.2 Power of attorney of signatory of Bid: *[attach]*
- 1.3 Total annual volume of Services performed in five years, in the internationally traded currency specified in the BDS: *[insert]*
- 1.4 Services performed as prime Service Provider on the provision of Services of a similar nature and volume over the last five years. Also list details of work under way or committed, including expected completion date.

Project name and country	Name of employer and contact person	Type of Services provided and year of completion	Value of contract
(a)			
(b)			

- 1.5 Major items of Service Provider's Equipment proposed for carrying out the Services. List all information requested below. Refer also to ITB Sub-Clause 3.3(c).

Item of equipment	Description, make, and age (years)	Condition (new, good, poor) and number available	Owned, leased, or to be purchased
(a)			
(b)			

- 1.6 Qualifications and experience of key personnel proposed for administration and execution of the Contract. Attach biographical data. Refer also to ITB Sub-Clause 3.2(e) and SLA Clause 8.2 and 9. 3.

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Position	Name	Years of experience (general)	Years of experience in proposed position
(a)			
(b)			

1.7 Proposed subcontracts and firms involved.

Sections of the Services	Value of subcontract	Subcontractor (name and address)	Experience in providing similar Services
(a)			
(b)			

1.8 Financial reports for the last five years: balance sheets, profit and loss statements, auditors' reports, etc. List below and attach copies (*not applicable to Council ex-employee formed company*).

1.9 Evidence of access to financial resources to meet the qualification requirements: cash in hand, lines of credit, etc. List below and attach copies of support documents. We certify/confirm that we comply with eligibility requirements as per ITB Clause 3.

1.10 Name, address, and telephone, telex, and facsimile numbers of banks that may provide references if contacted by the Employer.

1.11 Information regarding any litigation, current or within the last five years, in which the Bidder is or has been involved.

Other party(ies)	Cause of dispute	Details of litigation award	Amount involved
(a)			
(b)			

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- 1.12 Statement of compliance with the requirements of ITB Sub-Clause 2.2.
- 1.13 Proposed Program (service work method and schedule), to comply with the requirements of the bidding documents.
- 2. Joint Ventures**
- 2.1 The information listed in 1.1 - 1.11 above shall be provided for each partner of the Joint Venture.
- 2.2 The information in 1.12 above shall be provided for the Joint Venture.
- 2.3 Attach the power of attorney of the signatory(ies) of the Bid authorising signature of the Bid on behalf of the Joint Venture.
- 2.4 Attach the Agreement among all partners of the Joint Venture (and which is legally binding on all partners), which shows that
- (a) all partners shall be jointly and severally liable for the execution of the Contract in accordance with the Contract terms;
 - (b) one of the partners will be nominated as being in charge, authorised to incur liabilities, and receive instructions for and on behalf of any and all partners of the Joint Venture; and
 - (c) the execution of the entire Contract, including payment, shall be done exclusively with the partner in charge.
- 3. Additional Requirements**
- 3.1 Bidders should provide any additional information required in the BDS and to fulfill the requirements of ITB Sub-Clause 3.1, if applicable.

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Letter of Acceptance
[letter head paper of the Employer]

[date]

To: *[name and address of the Service Provider]*

**LETTER OF ACCEPTANCE
FOR**

This is to notify you that your Bid dated _____ for the provision of is hereby accepted by Council.

You are hereby instructed to proceed with the execution of the said services in accordance with the submitted response to request for proposals.

The contract is being prepared for signature but unless and until the contract is signed, your proposal and this letter of acceptance by us shall be binding upon us.

Yours Faithfully,

CHIEF EXECUTIVE OFFICER

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Bid Security (Bank Guarantee)

[The Bank shall fill in this Bank Guarantee Form in accordance with the instructions indicated.]

Beneficiary: _____

Date: _____

BID GUARANTEE No.: _____

We have been informed that _____ (hereinafter called "the Bidder") has submitted to you its Bid dated (hereinafter called "the Bid") for the execution of _____ under Invitation for Bids No. _____

Furthermore, we understand that, according to your conditions, Bids must be supported by a bank guarantee.

At the request of the Bidder, we _____ hereby irrevocably undertake to pay you any sum or sums not exceeding in total an amount of _____ (_____) upon receipt by us of your first demand in writing accompanied by a written statement stating that the Bidder is in breach of its obligation(s) under the Bid conditions, because the Bidder:

- (a) has withdrawn its Bid during the period of Bid validity specified by the Bidder in the Form of Bid; or
- (b) having been notified of the acceptance of its Bid by the Purchaser during the period of Bid validity, (i) fails or refuses to execute the Contract Form; or (ii) fails or refuses to furnish the performance security, if required, in accordance with the Instructions to Bidders.

This guarantee will expire: (a) if the Bidder is the successful Bidder, upon our receipt of copies of the contract signed by the Bidder and the performance security issued to you upon the instruction of the Bidder; or (b) if the Bidder is not the successful Bidder, upon the earlier of (i) our receipt of a copy of your notification to the Bidder of the name of the successful Bidder; or (ii) twenty-eight days after the expiration of the Bidder's Bid.

Consequently, any demand for payment under this guarantee must be received by us at the office on or before that date.

[Signature(s)]

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Bid Security (Bid Bond)

[The Surety shall fill in this Bid Bond Form in accordance with the instructions indicated.]

BOND NO. _____

BY THIS BOND _____ as Principal (hereinafter called "the Principal"), and _____, **authorised to transact business in** _____, as Surety (hereinafter called "the Surety"), are held and firmly bound unto _____ as Obligee (hereinafter called "the Purchaser") in the sum of _____, for the payment of which sum, well and truly to be made, we, the said Principal and Surety, bind ourselves, our successors and assigns, jointly and severally, firmly by these presents.

WHEREAS the Principal has submitted a written Bid to the Purchaser dated the _____ day of _____, 20____, for the construction of _____ (hereinafter called the "Bid").

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that if the Principal:

- (a) withdraws its Bid during the period of Bid validity specified in the Form of Bid; or
- (b) having been notified of the acceptance of its Bid by the Purchaser during the period of Bid validity; (i) fails or refuses to execute the Contract Form; or (ii) fails or refuses to furnish the Performance Security, if required, in accordance with the Instructions to Bidders;

then the Surety undertakes to immediately pay to the Purchaser up to the above amount upon receipt of the Purchaser's first written demand, without the Purchaser having to substantiate its demand, provided that in its demand the Purchaser shall state that the demand arises from the occurrence of any of the above events, specifying which event(s) has occurred.

The Surety hereby agrees that its obligation will remain in full force and effect up to and including the date 28 days after the date of expiration of the Bid validity as stated in the Invitation to Bid or extended by the Purchaser at any time prior to this date, notice of which extension(s) to the Surety being hereby waived.

IN TESTIMONY WHEREOF, the Principal and the Surety have caused these presents to be executed in their respective names this _____ day of _____ 20____.

Principal: _____ Surety: _____

Corporate Seal (where appropriate)

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(Signature)
(Printed name and title)

(Signature)
(Printed name and title)

SEE PROFORMA CONTRACT ATTACHED APPENDIX 1

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Bid-Securing Declaration

[The Bidder shall fill in this Form in accordance with the instructions indicated.]

Date: _____
 Bid No.: _____
 Alternative No.: _____

To: _____

We, the undersigned, declare that:

We understand that, according to your conditions, Bids must be supported by a Bid-Securing Declaration.

We accept that we will automatically be suspended from being eligible for bidding in any contract with the Municipal Council of Mbabane for the period of time of five years starting on _____, if we are in breach of our obligation(s) under the Bid conditions, because we:

- (a) have withdrawn our Bid during the period of Bid validity specified in the Form of Bid; or
- (b) having been notified of the acceptance of our Bid by the Purchaser during the period of Bid validity, (i) fail or refuse to execute the Contract; or (ii) fail or refuse to furnish the Performance Security, if required.

We understand this Bid-Securing Declaration shall expire if we are not the successful Bidder, upon the earlier of (i) our receipt of your notification to us of the name of the successful Bidder; or (ii) twenty-eight days after the expiration of our Bid.

Signed: _____

In the capacity of: _____

Name: _____

Duly authorised to sign the Bid for and on behalf of: _____

Dated on _____ day of _____, _____

Corporate Seal (where appropriate)

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DECLARATION OF ELIGIBILITY

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

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

To: The Chief Executive Officer
Municipal Council of Mbabane
Mahlokohla street
P.O. Box 1, Mbabane

Dear Sirs,

RE: TENDER NUMBER:

We hereby declare that:-

- a) I/We, including any joint venture partners or consortium partners, are a legal entity and have the legal capacity to enter into the contract;
- b) I/We are not insolvent, in receivership, bankrupt or being wound up, our affairs are not being administered by a court or a judicial officer, our business activities have not been suspended, and we are not the subject of legal proceedings for any of the foregoing;
- c) I/We have fulfilled our obligations to pay taxes and social security contributions;
- d) I/We have not, and our directors or officers have not, been convicted of any criminal offence related to our/their professional conduct or the making of false statements or misrepresentations as to their qualifications to enter into a contract within a period of five years preceding the commencement of the procurement proceedings; and
- e) I/We do not have a conflict of interest in relation to the procurement requirement.
- f) I/We do not have any of its directors or officers, have not been convicted of any criminal offence relating to professional conduct or the making of false statements or misrepresentations as to its qualifications to enter into a procurement contract within a period of five years preceding the commencement of procurement proceedings;
- g) I/We are not subject to suspension in accordance with section 55, and none

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of its directors or officers have been involved in a tenderer or supplier currently subject to suspension.

Signed
Authorized Representative

Date.....

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Part II – Special Condition of Contract and Specifications

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Section V. Special Conditions of Contract and Performance Specifications

1. INTRODUCTION

The Municipal Council of Mbabane is established and governed in terms of the Urban Government Act of 1969. The Municipal Council of Mbabane is a local government entity located in the capital city of Eswatini, Mbabane. The key strategic thrusts of the organisation include the provision of Community Services and Technical Services. The Municipal Council of Mbabane is ultimately accountable for the governance of the municipal area living up to the ideals and values of the Municipal Council of Mbabane to ensure that Mbabane demonstrates “Responsive, Quality Service on Time”.

2. BACKGROUND

Municipal Council of Mbabane at the beginning of 2011 as part of the Geographic Information System (GIS) development plan engaged ESRI (South Africa) to assist with the reinstallation or reconfiguration of the GIS on a newly acquired machine in order to upgrade the system to the latest version (Arc GIS 10), thereafter an officer from the Surveyor General's office was engaged to do detailed assessment of the existing system. It must be noted that the assessment report came up with a number of proposals aimed at ensuring that the GIS is fully operational. Over the years the municipality has updated datasets in the system. In 2017 Council resolved that this function be outsourced to GIS consultants who can provide support and carry out the GIS function for Council and further capacitate Council staff on the use of GIS.

In the 2018/19 Financial Year, Council conducted phase 1 of the GIS outsourcing and the recommendations from the assessment were implemented with major activities being that of moving from ESRI GIS to an open source GIS platform.

Council engaged a service provider for the management of the GIS and the current system installed with the support of the service provider is QGIS. The

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QGIS supports all GIS functions of Council and Council intends to continue using this system as it comes with added benefits of cost savings. Most Council GIS users have been trained on how to use QGIS.

Council also piloted the introduction of a web based GIS application which would be used by Council's staff and clients to access Council's services requiring clients to submit physical applications. This web-based service was unfortunately suspended due to financial constraints. Council is still open to the idea of having a web based portal for clients to submit applications such as building plans, rezoning and special consent applications.

In addition, some of Council staff have a mobile QGIS application on their smart phones and tablets, and this application helps staff to navigate property information during site visits. This application runs on android operating systems and the QGIS application is downloaded for free and then customized to Council's staff needs. The application was prepared in-house and has pre-set templates layered on cadastre and the aerial images of the city. The features that can be viewed on the application include property ownership, zoning, street names etc. Council would like to continue running and maintaining this application and the consultant is expected to familiarize themselves with the application to support staff when required.

Council further, purchased a drone and training was undertaken to officers so that they can be able to monitor sites using the drone. Council intends to train more officers on drone usage so that the use of the equipment increases.

3. SCOPE OF WORK

The Scope of Service for this Request for Proposal (RFP) that must be adhered to is to provide Geographic Information System Services within the Municipal Council of

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Mbabane's municipal area through the following services: Tasks may include, but not necessarily limited to, the following:

- a) Service Provider manage the Open Source GIS Platform being QGIS which is currently installed on Council's servers and computers.
- b) Advise Council of how to optimally use the GIS platform on the IT infrastructure.
- c) To develop a metric house numbering and physical addressing system aligned with the Eswatini National Geographic Information Standard and Municipal Council of Mbabane of house numbering system on a open source based GIS platform and linking to the Municipal GIS system. The system must be cost-effective, easy to maintain, semi-automatic and based on open-source software. The system must be able to provide geographic addresses for six address classes: a street address, an informal settlement address, a complex address, a rural address, a postbox address, and a postal home (postcode) delivery address.
- d) To develop a QGIS open-source application to be used by staff and clients and to develop a mobile application for staff use based on QGIS.
- e) Provide Technical Support to Council relating to Mapping Work.
- f) Train staff on the use of applications and equipment.
- g) The training of staff must be differentiated according to level of training need i.e. basic, intermediate or advanced GIS use training.
- h) Linking of city records; like the obtaining valuation roll, supplementary valuation roll, town planning maps, with the latest cadastre and uploading the latest files onto the GIS servers, computers, tablets, and smartphones.
- i) Build and maintain a solid understanding of field officials' needs and job functions as it relates field data collection.
- j) Maintenance of networked disconnected maps on mobile devices for city officials.
- k) Maintenance and update all existing GIS data.

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- l) Identify Gaps within the Mbabane existing systems that aim to improve interaction effective service provision.

5. EXPECTED DELIVERABLES

It is expected that the Service Provider would:

- Describe in the proposal the resources, equipment and tools that will be used for the work to be carried out.
- Provide evidence of the availability of the necessary/identified resources, tools and equipment.
- Be fully responsible for all work and services performed by its personnel, provide and execute everything necessary for the fulfilment of the Geographic Information System Services in accordance with the Municipal Council of Mbabane's defined standards and norms and in terms of the prevailing determinations and industry acceptable training levels, and any other relevant regulations, including, but not necessarily limited to:
 - The provision of all equipment, qualified, competent and well-trained personnel and supervision thereof, required for the fulfilment of the Geographic Information System Services.
 - The preparation and submission of detailed invoices for verification and approval.
 - The completion and submission of checklist.
 - Ensuring response times/submission times in respect of the Geographic Information Systems Services and/or invoices will at all times be in accordance with the requirements of the Municipal Council of Mbabane.
 - All complaints must be actioned and addressed within 48 hours of receipt of the complaint/report
 - All Service Provider employees must further have a valid Police Clearance Report.
- Provide Monthly Status Reports no later than the 20th day of the month
- The preparation and submission of detailed invoices for verification

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and approval.

- Ensuring response times in respect of the Geographic Information System Services will be in accordance with the requirements of the Municipal Council of Mbabane.
- Preparation of a monthly work schedule to be approved by Council.

6. INDEMNITY

The Service Provider shall indemnify the Municipal Council of Mbabane against any claim for compensation in terms of Workmen's Compensation Legislation and/or any other public liability claim for any loss which the Service Provider is liable for.

7. EVALUATION PROCESS

In order to facilitate a transparent selection process that allows equal opportunity to all Service Providers, the Municipal Council of Mbabane will adhere to its policy on the appointment of Service Providers and the provisions in the BDS.

8. GENERAL

8.1 Below are compulsory requirements for this service:

- It is important to note that the successful person will work under the supervision of a Municipal Council of Mbabane representative, abide by Municipal Council of Mbabane Code of Conduct, and other organisational guidelines.
- The Service Provider must submit together with the Bid:
 - Valid original Tax Clearance Certificate;
 - Certificate of Cooperation / Registration.
 - Form J

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- All documents stated in the BDS

8.2 Further information regarding Supply Chain or Technical matters and queries can be sent via email to:

Tenders@mbabane.org.sz copied to chaziled@mbabane.org.sz

- All quotations/price proposals must be valid for the duration of the service and rates will be subject to inflation adjustment annually with rate determined by Council.
-

8.3 All electrically operated equipment, supplies and materials should be registered either with the Eswatini Standards Authority (ESWASA/SWASA) or South African Bureau of Standards (SABS).

9. TERMS AND CONDITIONS

9.1 Municipal Council of Mbabane undertakes to pay in full within thirty (30) days, all valid claims for work done to its satisfaction upon presentation of a substantiated claim/invoice.

9.2 No payments will be made where there is outstanding information / work by Service Providers.

10. SUBMISSION OF PROPOSAL

10.1 Proposals should be submitted on or before the **Friday 14th February 2025** by no later than **12:00noon** and deposited in the Tender Box at the Reception area on ground floor of the Civic Centre offices of the Municipal Council of Mbabane in the following address:

Attention: The Head of Department – Community Services

Municipal Council of Mbabane

Civic Centre

1 Mahlokohla Street

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MBABANE

- 10.2 The selection of the qualifying proposal will be at the Municipal Council of Mbabane's sole discretion. The Municipal Council of Mbabane **does not bind itself to accept any particular Bid / proposal**, and the Municipal Council of Mbabane reserves the right not to appoint the Service Provider.

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Part III – Activity Schedule

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Section V. Activity Schedule (Bill of Quantities)

Description Of Items	Unit of Measure	Unit Price (E.)	Council Item Code
1. QGIS Training Basics per group of less than 10	Per Person Per day		
2. QGIS Training Basics per group of less than 20	Per Person Per day		
3. QGIS Training Basics	Per Person Per day		
4. QGIS Training Intermediate	Per Person Per day		
5. QGIS Training Advanced	Per Person Per day		
6. Linking of latest GIS Cadastre, with latest Valuation Roll, latest Supplementary Valuation Roll etc	Per day		
7. GIS Database development and customization to Council staff needs	Per hour		
8. QGIS web and mobile application development, customization, maintenance and related services	Per hour		
9. GIS data upgrade, synchronization and loading onto GIS computers and data system integration	Per hour		
10. Remote sensing and image analysis and uploading of updated aerial photographs onto GIS computers.	Per hour		
11. GIS modeling and geospatial	Per hour		

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analysis			
12. Obtaining Cadastre Updates of GIS from SG office and uploading and updating the Council GIS	Per day		
13. Spatial data collection and processing	Per hour		
14. Linking of data from Council reports, studies, consultancy work into the GIS of Council.	Per hour		
15. Map formulation and printing of sizes:	Per hour		
16. Printing of A0 Map – Color	Per map		
17. Printing of A1 Map - Color	Per map		
18. Printing of A2 Map - Color	Per map		
19. Printing of A3 Map - Color	Per map		
20. Preparation of Updating Street Guide Map	Per hour		
21. Preparation of various types of Maps on request by Council	Per hour		
22. Street house numbering implementation	Per day		

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APPENDIX 1 (Sample contract)

SERVICE LEVEL AGREEMENT

BETWEEN

MUNICIPAL COUNCIL OF MBABANE

AND

.....

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SERVICE LEVEL AGREEMENT

BETWEEN

THE MUNICIPAL COUNCIL OF MBABANE

A statutory body established in terms of Part II of the Urban Government Act No. 8 of 1969, represented herein by..... in his capacity as Town Clerk (Chief Executive Officer) and duly authorised thereto by the Council.

AND

.....

A Service Provider engaged by Council to provide Geographic Information System Services represented herein by**(name)** in his capacity as Managing Director and duly authorised thereto by the “Service Provider”.

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1. STATEMENT OF INTENT

WHEREAS, the Council is desirous to ensure that Council Geographic Systems is fully operational and off-site assistance is given to Council;

AND WHEREAS, the Council is also desirous to ensure that necessary precaution is taken to guarantee that there is no flouting of any laws in the process of providing the Services;

AND WHEREAS, the Council is further desirous to ensure efficient Interaction with stakeholders on Spatial data within the Mbabane Municipality or as may be stated in the annexures attached hereon;

AND WHEREAS, the Council wishes to engage (company name), as an independent Service Provider to provide Geographic Information System Services to the Municipal Council of Mbabane on the terms and conditions set out in this agreement, and the Service Provider is willing to accept such engagement or appointment;

THEREFORE, THE PARTIES HEREBY AGREE AS FOLLOWS:

2. DEFINITIONS AND INTERPRETATIONS

In this agreement, clause headings are for convenience and shall not be used in its interpretation and, unless the context clearly indicates a contrary intention, the following expressions shall bear the meanings assigned to them below and cognate expressions bear corresponding meanings:

“Agreement” means this Service Level Agreement between the Council and the Service Provider.

“Auditors” means a firm of auditors duly registered according to the rules and requirements of the Eswatini Institute of Accountants.

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- “Anniversary”** means the end of the 12th month in the 1st year, the 24th month in the 2nd year from the commencement date of this agreement.
- “Commencement date”** means the date agreed between the Service Provider and Council
- “Confidential information”** means proprietary information made available to a party pertaining to the other party or its business, which includes, but is not limited to all information that has a commercial value and is not available to the public;
- “Council”** means the Municipal Council of Mbabane statutory body duly incorporated according to the laws of the Kingdom of Eswatini.
- “Community”** means and include among others individuals, companies, locals, foreigners, private citizens, government employees, private or public entities employees, municipal employees within the Mbabane City.
- “Services”** means provision of Geographic Information System Services as specified in the Minimum Service Level Standards and in any part of this agreement and its attachments and the Bidding Documents.
- “Service Provider”** means a company duly incorporated according to the laws of Eswatini with registration number and engaged under this agreement by the Municipal Council of Mbabane for the provision of Geographic Information System Services

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“Signature Date” means the date on which this Agreement is signed by the party that signs it last;

“Geographic Information System Services” means the provision of Off-Site Mapping and analysis of spatial framework of Mbabane Urban Area

“Termination Date” means the date on which this Agreement is terminated in terms of Clause 4, 13 and 14.

For the purposes of this agreement, unless the context requires otherwise:

- The singular shall include the plural and vice versa;
- A reference to any one gender, whether masculine, feminine or neuter, includes the other two; and
- Any word or expression defined in and for the purposes of this Agreement shall, if expressed in the singular, include the plural and vice versa and a cognate word expression shall have a corresponding meaning.
- A Party includes a reference to that Party’s successors in title and assigns allowed at law; and
- A reference to a consecutive series of two or more clauses is deemed to be inclusive of both the first and last mentioned clauses.
- Any substantive provision, conferring rights or imposing obligations on a Party and appearing in any of the definitions in this Clause 2 or elsewhere in this Agreement, shall be given effect to as if it were a substantive provision in the body of the Agreement.
- Words and expressions defined in any clause shall, unless the application of any such word or expression is specifically limited to that clause, bear the meaning assigned to such word or expression throughout this Agreement.

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- Unless otherwise provided, defined terms appearing in this Agreement in title case shall be given their meaning as defined, while the same terms appearing in lower case shall be interpreted in accordance with their English meaning.
- A reference to any statutory enactment shall be construed as a reference to that enactment as at the Signature Date and as amended or substituted from time to time.
- Unless specifically otherwise provided, any number of days prescribed shall be determined by excluding the first and including the last day or, where the last day falls on a day that is not a business day, the next succeeding business day.
- If the due date for performance of any obligation in terms of this Agreement is a day which is not a business day, then (unless otherwise stipulated) the due date for performance of the relevant obligation shall be the immediately preceding business day.
- Where figures are referred to in numerals and in words, and there is any conflict between the two, the words shall prevail, unless the context indicates a contrary intention.

3. ENGAGEMENT FOR SERVICES

The Council hereby appoints the Service Provider, which hereby accepts such appointment, as an independent Service Provider, to render the Services subject to the terms and conditions of this agreement.

Notwithstanding anything to the contrary, this Agreement does not constitute an agreement of employment, partnership, Joint Venture or, serve as expressly stated otherwise, agency between Council and the Service Provider and shall not give rise to any relationship of employer and employee, master

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and servant, save as expressly stated otherwise. Accordingly, neither party shall have power to conclude a contract in the name of the other, to grant or pledge credit of the other, to incur liabilities on behalf of the other, or to employ any person on behalf of the other and neither party shall hold itself out to have such power or purport to exercise any such power.

4. DURATION

4.1 Notwithstanding the date of signature hereof, this Agreement shall commence on the commencement date and shall endure for 24 Months until the

4.2 The contract is not renewable.

5. OBLIGATIONS OF THE SERVICE PROVIDER

Notwithstanding the conditions set in Performance and Standard Outputs (**Appendix A**) attached hereon, the Service Provider shall be expected to:

5.1 Service and Equipment:

5.1.1 Shall provide Geographic Information System services within the Municipal Council of Mbabane boundary.

5.1.2 Shall provide the Geographic Information System services as stated in the Minimum Service Level Standard and the Performance and Standard Output of this Service Level Agreement.

5.1.3 Provide the appropriate equipment, of a standard and quality acceptable to Council, which will be used for the work to be efficiently carried out.

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5.1.4 To render Geographic Information System services within Mbabane by providing the following services:

- The appointed Service Provider will be expected to comply with the following, but not limited to, on a daily/weekly basis. It is expected that assignments will be performed in compliance within specified Municipal Minimum Service Level Standards.

5.1.5 Shall fully be responsible for all work and services performed by its personnel, provide and execute everything necessary for the fulfilment of the Geographic Information System Services in accordance with the Municipal Council of Mbabane's defined standards and norms and in terms of the prevailing determinations and industry acceptable training levels, and any other relevant regulations, The provision of qualified, competent and well-trained personnel and supervision thereof, required for the fulfilment of the Geographic Information System Services.

5.1.6 The preparation and submission of detailed invoices for verification and approval.

5.1.7 Ensuring response times/submission times in respect of the provision of the Services and/or invoices will at all times be in accordance with the requirements of the Municipal Council of Mbabane.

5.1.8 All employees must further have a valid Police Clearance Report.

5.1.9 The Service Provider shall be responsible for ensuring that the Service Provider's employees are properly equipped in terms of training and oriented accordingly in terms of professional

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confidentiality when providing Geographic Information System Services.

5.1.10 Prepare a monthly work schedule to be approved by Council

5.2 Other Obligations

5.2.1 The Service Provider shall ensure that personnel dedicated for serving the Council shall not be moved to other stations outside the Council without the consent of the Council.

5.2.2 All personnel dedicated to service Council should be people of good character, clean and traceable record, of matured mind and loyal.

5.2.3 The Service Provider to formally notify the Council if any of its employees dedicate to service the Council:

5.2.3.1 Is indisposed for a period longer than three (3) working days;

5.2.3.2 Is under investigation for anything or is facing disciplinary case;

5.2.3.3 Has been indicted for any misdemeanor by a competent authority;

5.2.3.4 Has been forthwith dismissed.

5.2.4 The Service Provider to ensure that Council induct each employee who has been assigned to service the Council by formally writing to Council requesting for such an induction before the employee is assigned.

6. OTHER SERVICES

6.1 Nothing contained in this Agreement shall be construed as in any way preventing Service Provider from:

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6.1.1 Operating at its cost and for its own benefit, any other business within the jurisdiction of the Council or anywhere else.

6.1.2 Ceding any or all of its rights in terms of this Agreement to third parties with prior written approval of the Council.

7. OBLIGATION OF COUNCIL

7.1 Council undertakes to pay in full within thirty (30) days, all valid claims for work done to its satisfaction upon presentation of a substantiated claim/invoice.

7.2 No payments will be made where there is outstanding information / work by Service Providers or when there is a dispute of fact regarding the work being invoiced.

7.3 Council shall adjust the unit rates of the Service Provider for inflation annually in at the beginning of the financial year (April).

7.4 Council shall determine the rate of increase of the Service Provider's rates annually and confirm in writing to the Service Provider. The rate will be comparable to the current national inflation rate.

7.5 Council shall ensure that the Service Provider has access to all the places/offices where the services are required during all the required times.

7.6 Council to provide induction to employees of the Service Provider who are dedicated to provide services to Council.

7.7 The service provider shall not be responsible for the safekeeping or maintenance (if theft, loss, damage or malfunction is due to negligence of the Service Provider) of any equipment that may be provided by Council but.

8. CONTRACT APPRAISAL

8.1 The Service Provider shall be subjected to an objective and reasonable 24 months' performance appraisal by the Council to determine the overall

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performance of the Service Provider on agreed deliverables as per attached Appendixes:

8.1.1 The Service Provider shall be subjected to a probation period of nine months (3) during which;

8.1.1.1 The Service Provider shall be alerted of weakness and area for improvement,

8.1.1.2 The Service Provider shall address in full the areas of weakness identified through clause 8.1.1.2 within the specified period,

8.1.1.3 Should the Service Provider fail to meet the set targets or make corrections or improvements as directed by the Council during the second probation appraisal, the Council shall reserve the right to cancel the agreement forthwith.

8.1.2 The Annual Performance appraisals will be done within the first month preceding the yearly anniversary of this agreement.

8.1.3 The minimum performance is an average of 70% the first year, and 85 % the subsequent year.

8.1.4 Performances below the minimum scores in Clause 8.1.3 may lead to Council terminating the Contract with immediate effect.

8.1.5 Council has the right to review the deliverables annually after the appraisal have been conducted for that particular year.

8.2 All Personnel engaged by the Service Provider for the delivery of services sought by Council herein shall all possess the relevant and appropriate minimal training and qualifications or relevant experience of not less than 3 years in the field.

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8.3 All Personnel engaged by the Service Provider for the delivery of services sought by Council shall have an exposure to customer care or shall undertake Customer Care Training within 3 months of the engagement of the Service Provider by Council.

8.3.1 The Council shall have the right to call for an immediate remedying of any flaws found during the inspection in Clause 8.4.1 and also the power to surcharge the Service Provider 5% on the invoice of the next month and subsequent months until such breach or flaw is rectified.

8.4 All reasonable steps will be taken by the Service Provider to attend to all industrial matters of the employees to avoid any industrial action; and it shall remain the Service Provider's responsibility to inform the Council of any threats of an industrial action; and shall further ensure the availability of contingency plans to minimise disruption of services to Council.

9. WARRANTIES

9.1 The Service Provider hereby warrants to the Council that it has the commercial and technical expertise to render the Services to the Council.

9.2 The Service Provider hereby warrants to the Council that it is duly authorised and has obtained all necessary approvals to enter into this agreement.

9.3 The Service Provider hereby warrants to the Council that any person(s) employed by it to execute the services in terms of this Agreement will be qualified and suitable to perform the services and shall perform the services properly, diligently, promptly, efficiently and in compliance with the laws of the Kingdom of Eswatini, generally accepted and reasonable Council's requirements and standards.

9.4 The Service Provider shall do all possible to minimise any disruption of services to Council however caused.

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10. CONFIDENTIAL INFORMATION

10.1 Professional Confidentiality:

10.1.1 The Service Provider is cognizant that it will be providing the required services in offices that contain highly confidential information and as such all its employees who will service such sensitive offices shall be equipped with high sense and appreciation of confidentiality;

10.1.2 The Service Provider remains fully accountable should any of the confidentiality element be compromised by direct or indirect commission or omission by her employees.

10.1.3 The Service Provider's employees are responsible for reporting anything they view as having the potential to compromise confidentiality in their workstations.

10.2 General Confidentiality:

Each party shall:

10.2.1 Keep confidential the confidential information of the other party and use the same care to do so as it uses to protect its own confidential information; and

10.2.2 Not disclose or grant access to the other party's confidential information or any part thereof to any other person unless it is necessary in order to perform its obligations in terms of this Agreement or laws of the Kingdom of Eswatini.

10.3 The obligations set out in Clause 10.1 shall not apply to any:

10.3.1 Confidential information which the receiving party can demonstrate is already in the public domain or becomes available to the public through no breach by the receiving party;

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- 10.3.2 Confidential information which was rightfully in the receiving party's possession without obligation of confidence prior to receipt from the disclosing party, as proven by its written records;
- 10.3.3 Confidential information which can be proven to have been rightfully received by the receiving party from a third party without obligation of confidence;
- 10.3.4 Confidential information which is independently developed by the receiving party as proven by its written records;
- 10.3.5 Confidential information which is approved for release with the prior written consent of the disclosing party; and
- 10.3.6 Disclosure of confidential information which is required by law to be disclosed or must be disclosed in order to comply with a judicial order or decree, provided that the receiving party has (where reasonably possible) given the disclosing party written notice of such request such that the disclosing party has an opportunity to defend, limit or protect such disclosure.
- 10.4 The rights and obligations in terms of this Clause 9 are divisible from the rest of this agreement, and shall remain of full force and effect, notwithstanding termination of this Agreement for any reason whatsoever, and shall continue to be effective indefinitely without limit in time.

11. COPYRIGHT

The ownership of rights in, and pertaining to, any invention, discovery or improvement, which includes ideas, concepts know-how or technique, developed pursuant to this agreement, shall vest in the Council in the event that Council buys the Service Provider's equipment at the end of the contract.

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12. INDEMNITY AND LIMITATION OF LIABILITY

- 12.1 The Service Provider shall accept liability for and indemnify and keep indemnified the Council from and against claims, losses, damages and expenses relating to injury to any persons or loss of or damage to any property which may arise out of any negligent or intentional act or omission by the Service Provider in relation to this Agreement and against all claims, demands, proceedings, damages, costs, charges and expenses whatsoever in respect thereof on in relation thereto.
- 12.2 The Service Provider hereby indemnifies and holds the Council harmless against any claim of any nature relating to any aspect of this Agreement that the Service Provider or any of its employees, directors, holding company or subsidiaries, might institute against the Council.
- 12.3 Save as otherwise set out in this agreement, the Service Provider hereby indemnifies and holds the Council harmless against loss, damage, costs and/or expenses which the Service Provider may suffer or incur and any claim which may be brought against the Service Provider by any third party in respect of any loss, liability, damage, costs and/or expenses of any willful or negligent act or omissions on the part of the Service Provider or any of its employees.
- 12.4 The Service Provider shall provide a fidelity insurance cover against possible loss or damage.
- 12.4.1 The Service Provider shall register with the insurance the interest of the Council in the Fidelity Cover
- 12.4.2 The Service Provider shall provide to Council a valid certificate of the insurance throughout the life time of the. This certificate shall be deposited with the Director Finance and a copy to the Human Resources Manager.

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13. BREACH

If either party commits a breach of its obligations in terms of this agreement, the party not in breach shall:

- 13.1 In respect of any material breach, in addition and without prejudice to its rights in law or under this agreement, including but not limited to its right to claim damages, be entitled to terminate this Agreement forthwith on notice to the party in breach, if the breach is not remedied within 7 (seven) business days after receipt by the party in breach of a written notice requiring it to do so; and
- 13.2 In respect of any breach other than that referred to in Clause 13.1, and without prejudice, be entitled to exercise all other remedies available to it in law which are consistent with this Agreement remaining in force including the claiming of specific performance (in so far as permissible) and/or damages, if the party in breach fails to remedy the breach within 7 (seven) business days after receipt by it of written notice requiring it to remedy the breach.
- 13.3 Notwithstanding the provisions of Clause 13, the Council may still require the breach identified through the appraisals in clause 8 to be rectified within the agreed time and failure to adhere to this may lead to an immediate cancellation of this agreement.

14. TERMINATION

- 14.1 Notwithstanding the provisions of Clause 4 and Clause 13, either party may terminate this Agreement with immediate effect by written notice:
- 14.2 If the party fails to render the required services in terms of this agreement;
- 14.3 If the other party ceases or threatens to cease operating its business as a going concern;

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- 14.4 If a judicial management or a curator ship order is made against it;
- 14.5 If any resolution or petition is passed or made for its winding up (other than solely for the purposes of amalgamation or reconstruction); and
- 14.6 If a judicial manager or curator is appointed for any of its businesses, assets or undertakings.
- 14.7 Notwithstanding anything to the contrary, and notwithstanding the termination of this Agreement or any part thereof for any reason whatsoever, the provisions of this Agreement which expressly or by implication are intended to survive such termination, shall survive such termination and shall continue to be of full force and effect.
- 14.8 Termination of this Agreement or any part thereof shall in no way affect the liability of either party to the other in respect of any amounts which are, at the date of such termination, due, owing and payable by either party to the other after the date of termination.
- 14.9 In the event of termination of this Agreement or any part thereof, any amount paid by either party to the other in respect of any obligation to be performed after the date of such termination and which will not be transferable as a result of such termination shall, within 28 (twenty eight) days after such termination, be repaid to the party that has made such payment.
- 14.10 If either party purports to terminate this Agreement or part thereof or claims that this Agreement or any part thereof has terminated for any reason whatsoever, and the other party for any reason whatsoever disputes such termination, then both parties shall, without prejudice to their respective rights in terms of this Agreement in law, continue to perform all their respective obligations in terms of this Agreement until such time that the dispute is finally determined.
- 14.11 Notwithstanding any provision of this Agreement on termination of this Agreement the Council will purchase from the Service Provider at a market

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value all equipment purchased by the Service Provider for purposes of implementing this Agreement.

15. DISPUTE RESOLUTION

15.1 Any dispute which may arise between the Parties, shall be referred for determination to the Chief Executive Officer / Director Corporate Services / Managing Director / Human Resources Manager / Controlling Officer of each Party respectively (or their nominated representatives) for joint determination and if the dispute cannot be resolved amongst them within 7 (seven) days of such dispute being referred to them, then it shall be referred for determination in accordance with the provisions of the remainder of this Clause 15.

15.2 The Parties shall appoint the arbitrator, and failing Agreement, the arbitrator shall be nominated by the President for the time being of the Law Society of Eswatini.

15.3 The arbitration shall be held in Mbabane or as may be otherwise directed by the appointed arbitrator.

15.4 The arbitration shall be held in accordance with the Rules of Arbitration Foundation of South Africa (AFSA), or if AFSA shall not be in existence, in accordance with the formalities and procedures settled by the arbitrator, which shall be in an informal and summary manner, that is, it shall not be necessary to observe or carry out either the usual formalities or procedures or the strict rules of evidence, and otherwise subject as aforesaid of the applicable laws and any statutory modification or re-enactment thereof.

15.5 The arbitrator shall be entitled to:

15.5.1 Investigate or cause to be investigated any matter, fact or thing which he considers necessary or desirable in connection with any matter referred to him for decision; and/or make such award, including an

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award for specific performance, an interdict damages or a penalty or the costs of arbitration or otherwise as he in his discretion may deem fit and appropriate.

- 15.6 The arbitration shall be held as quickly as possible after it is demanded, with a view to it being completed within 30 (thirty) days after it has been so demanded and the decision of the arbitrator shall be final and binding on the Parties.
- 15.7 This clause is severable from the rest of the Agreement and shall therefore remain in effect even if this Agreement is terminated.
- 15.8 Clause 19 shall not preclude any Party from obtaining interim relief on an urgent basis from a court of competent jurisdiction pending the decision of the arbitrator.

16. FORCE MAJEURE

- 16.1 Neither party shall be liable to the other for its failure to perform the defective performance nor any delay in performing any obligation in terms of this Agreement in the event and to the extent that such failure or delay is caused by force majeure.
- 16.2 For the purposes of this agreement” force majeure” shall mean any circumstance beyond the reasonable control of the party giving notice of force majeure (“the affected party”) including, but not limited to terrorism, revolution, invasion, insurrection, riot, civil commotion, mob violence, sabotage, blockade, embargo, boycott, the exercise of military or usurped power, fire, explosion, theft, storm, flood, rain, draught, wind, lightning, or any other adverse weather condition, epidemic, quarantine, major accident, acts or restraints of government imposition, or restrictions or embargos on imports or exports.

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- 16.3 Notwithstanding the provisions of Clause 14.2, inability to meet a payment because of lack of funds shall in no circumstances be treated as an event of force majeure.
- 16.4 The affected party shall give notice thereof to the party not so affected (“the other party”) immediately upon the occurrence of an event of force majeure and again immediately on the cessation thereof.
- 16.5 If the event the force majeure is in such a nature that it will result in the impossibility of performance of an obligation going to the root of this agreement, the other party shall be entitled, on receipt of this notice of the force majeure event, to terminate this Agreement upon notice to the affected party, but shall not be entitled to recover any damages which it may suffer as a result of such premature termination.
- 16.6 If the event of force majeure is of such a nature that it will not result in the impossibility of performance of the obligation in question, but will delay the performance thereof, then the affected party shall be entitled to such extension of time in which to perform that obligation as may be reasonable in the circumstances, taking into account the interests of both parties, provided that if such force majeure situation persists for a period in excess of 30 (thirty) days, the other party shall be entitled to terminate this agreement, but shall not be entitled to recover any damages which it may suffer as a result of such premature termination.

17. GENERAL

17.1 Communications

All notices, demands and other written communications under this Agreement shall be in English and shall be delivered to the address in Clause 18 of the contract.

17.2 Remedies

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No remedy conferred by this Agreement is intended to be exclusive of any other remedy which is otherwise available at law, by statute or otherwise. Each remedy shall be cumulative and in addition to every other remedy given hereunder or now or hereafter existing at law, by statute or otherwise. The election of any 1 (one) or more remedy by either of the parties shall not constitute a waiver by such party of the right to pursue any other remedy.

17.3 Severance

If any provision of this Agreement is rendered void, illegal or unenforceable in any respect under any law, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby and the parties shall endeavor in good faith to agree to an alternative provision to the void, illegal or unenforceable provision.

17.4 Survival of rights, duties and obligations

Termination of this Agreement for any cause shall not release a party from any liability which at the time of termination has already accrued to such party or which thereafter may accrue in respect of any act or omission prior to such termination.

17.5 Entire Agreement

This Agreement constitute the entire agreement between the parties and, save as otherwise expressly provided, no modification, amendment or waiver of any of the provisions of this Agreement shall be effective, unless made in writing specifically referring to this Agreement and duly signed by or on behalf of the parties.

17.6 Assignment

This Agreement shall be binding to the parties and to their respective successors and assigns; provided that neither party shall be entitled to cede

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its rights and delegate its obligations under this Agreement without the prior written consent of the other party.

17.7 Further Assurance

Each party shall co-operate with the other party and execute and deliver to the other party such other instruments and documents and take such other actions as may be reasonably requested from time to time in order to carry out, evidence and confirm its rights and the intended purpose of this Agreement.

17.8 Good Faith

Each of the parties undertakes with the other to do all things reasonably within its power, which are necessary or desirable to give effect to the spirit and intent of this Agreement.

17.9 Jurisdiction

17.9.1 This Agreement shall be governed by and construed in accordance with the laws of the Kingdom of Eswatini.

17.9.2 In the event of proceedings arising out of or in connection with this Agreement being instituted in the ordinary courts of law, such proceedings shall be instituted in the High Court and the parties consent to the jurisdiction of the High Court of EswatiniEswatini.

18. ADDRESSES / DOMICILE CITADI ET EXECUTADI

18.1 The parties choose for the purposes of this Agreement the following postal and email addresses:

MUNICIPAL COUNCIL OF MBABANE:

Physical address : Civic Offices, 1 Mahlokohla Street

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Postal Address : P.O. Box 1, Mbabane H100
Email Address : citycouncil@mbabane.org.sz

Name of Service Provider.....:

Physical Address :

Postal Address :

Email Address :

- 18.2 Any legal process to be served on either of the parties may be served on it at the address specified for it in Clause 18.1 and it chooses that address as its domicile citadi et executadi for all purposes under this Agreement.
- 18.3 Any notice or other communication to be given to either of the parties in terms of this Agreement shall be valid and effective only if it is given in writing, provided that any notice given by telefax shall be regarded for this purpose as having been given in writing.
- 18.4 A notice to either party which is sent by registered post in a correctly addressed envelope to the address specified for it in Clause 18.1 shall be deemed to have been received (unless the contrary is proved) within 5 (five) business days from the date it was posted, or which it is delivered to the party by hand at that address shall be deemed to have been received on the day of delivery, provided it was delivered to a responsible person during ordinary business hours.
- 18.5 Notwithstanding anything to the contrary in this Clause 18, a written notice or other communication actually received by either the Council's designated Representative or the Service Provider's Representative, as the case may be, (and for which written receipt has been obtained) shall be adequate written notice or communication to it notwithstanding that the notice was not sent to or delivered at its chosen address.

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18.6 Either party may by written notice to the other party change its address for the purposes of Clause 18.1 to any other address (other than a post office box number) provided that the change shall become effective on the 5th (fifth) business day after the receipt of the notice.

19. COSTS

19.1 Any costs, including attorney and own clients costs, incurred by either party arising out of the other party breaching any of the provisions of this Agreement, shall be borne by the party in breach.

THUS DONE AND SIGNED BY THE COUNCIL AT ON THIS..... DAY OF 2025

AS WITNESSES:

1

.....

FOR AND ON BEHALF OF COUNCIL

2

THUS DONE AND SIGNED BY THE SERVICE PROVIDER AT.....ON THIS ... DAY OF..... 2025

AS WITNESSES:

1

.....

FOR AND ON BEHALF OF SERVICE PROVIDER

2

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APPENDIX A

PERFORMANCE AND STANDARD OUTPUT

DESIRED OUTCOMES	PERFORMANCE STANDARDS	MEASUREMENT TOOLS	PERFORMANCE RATING
1. Conduct different types of maintenance, updates, installations, of QGIS application and system on Council GIS Server, Computers, Mobile Phones and Tablets	<ul style="list-style-type: none"> 100% working performance of Council GIS platforms. 	<ul style="list-style-type: none"> Completed tasks within required period per purchase order. No follow-up jobs of customer complaints. Minutes of meeting reviewing of performed tasks. Reports of performance of carried out tasks. 	5
2. Advisory reports to Council on GIS operations and its IT infrastructure and the GIS optimisation for effectiveness and efficiency.	<ul style="list-style-type: none"> reports bi-annually which may include analysis report, recommendations and solutions to Council regard the Council's GIS function. 	<ul style="list-style-type: none"> Bi – annual report. Meeting minutes for report outcome discussions 	5
3. Development of a house numbering and physical addressing	<ul style="list-style-type: none"> 100% functional and quality system. reports on System design, 	<ul style="list-style-type: none"> Certificate of Satisfactory Service Completion Minutes of 	5

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DESIRED OUTCOMES	PERFORMANCE STANDARDS	MEASUREMENT TOOLS	PERFORMANCE RATING
system aligned with the Eswatini National Geographic Information Standard and Municipal Council of Mbabane of house numbering system on a open source based GIS platform and linking to the Municipal GIS system	implementation and operations from Service Provider.	approval of system	
4. Provide and maintain Mobile device QGIS on network disconnected maps on QGIC for mobile GIS on smart phones and tablets	<ul style="list-style-type: none"> • 100% error free design, installations, updates and maintenance services • Feedback reports from Council actioned within specified time 	<ul style="list-style-type: none"> • Report on number of devices installed and maintained. 	5
5. Development of a QGIS open source application to be used by staff and clients and to develop a mobile application for staff use based on QGIS.	<ul style="list-style-type: none"> • 100% functional and quality system • Reports on System design, implementation and operations from Service Provider 	<ul style="list-style-type: none"> • Certificate of Satisfactory Service Completion 	10

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DESIRED OUTCOMES	PERFORMANCE STANDARDS	MEASUREMENT TOOLS	PERFORMANCE RATING
6. Submission of Reports	<ul style="list-style-type: none"> Timely, Error Free, Accurate Monthly Reports 	<ul style="list-style-type: none"> Reports every month end Meeting Register – discussion of report. 	20
7. Training	<ul style="list-style-type: none"> Trained staff capacitated with GIS skills and able to apply the skills and knowledge 	<ul style="list-style-type: none"> Training Certificates Training outcome feedback report from client with trained staff inputs Training Register 	10
8. Lining of records, Valuation Roll, Town Planning Scheme, Cadastre, GIS and Updating of the GIS	<ul style="list-style-type: none"> Up to date GIS with Cadastre, Valuation Rolls, Studies, Reports, Error Free updates and datasets. 	<ul style="list-style-type: none"> 100% accurate date and Functional system 	20
9. Providing Technical Support to Council staff on GIS queries provide solutions	<ul style="list-style-type: none"> 100% resolved queries 	<ul style="list-style-type: none"> Help desk log book. 	5
10. Preparation of Maps	<ul style="list-style-type: none"> Maps prepared as per the Council requirements 	<ul style="list-style-type: none"> 100% accuracy. 	20
11. Adherence to the Labour Law and Occupational Health	<ul style="list-style-type: none"> Comply with the Occupational Health and Safety Act Comply with Council safety 	<ul style="list-style-type: none"> Company PPE policy Valid Public liability insurance Cover 	30

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DESIRED OUTCOMES	PERFORMANCE STANDARDS	MEASUREMENT TOOLS	PERFORMANCE RATING
Laws.	standards <ul style="list-style-type: none"> Comply with the Industrial Act and Labour Laws 	<ul style="list-style-type: none"> Valid workmen's compensation policy. Employees always in visible clearly marked PPE. No NCR issued due to noncompliance. Employee contracts Proof of ENPF, PAYE payments for employees Proof of termination benefits provision 	
TOTAL			135

- *The minimum performance standard is an average 85% after the second year.*
- *Performances below 70% on your annual appraisal (12 months from start date) may lead to Council terminating the Contract with immediate effect.*

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