

# MUNICIPAL COUNCIL OF MBABANE



## TENDER NO. 10-2024/2025

### REQUEST FOR PROPOSALS (RFPs)

### FOR PUBLIC PRIVATE PARTNERSHIP PROPOSALS FOR THE DEVELOPMENT OF A HOUSING ESTATE AT SITIBENI MBABANE

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## SECTION 1:

## REQUEST FOR PROPOSALS (RFPs)

1. The Municipal Council of Mbabane (MCM) hereby invites suitably qualified Developers to submit proposals for public private partnership proposals for the development of a housing estate at SITIBENI, MBABANE on Portion 221 of Farm 1117, Mbabane.
2. More details on the development are provided in the Request for Proposal (RFP) Document, which may be purchased from the Municipal Council of Mbabane's Civic Offices for a non-refundable fee of **E1,000** per copy. The method of payment shall be cash, payable to the Municipal Council of Mbabane.
3. Enquiries (and/or site inspection) can be directed to Council to [Tenders@mbabane.org.sz](mailto:Tenders@mbabane.org.sz)
4. A Developer may be selected if their Technical Proposal fully complies with the Terms of Reference and is financially viable.
5. The Proposals (four copies) must be submitted in a sealed envelope and deposited into the Tender Box located next to the Council's revenue offices at the following address:

Municipal Council of Mbabane  
P.O. Box 1 Civic Offices, Mahlokohla Street  
Mbabane

Not later than **14 00 hrs on 31<sup>st</sup> July 2025** at which time the proposals will be opened in public. The outside of the envelope shall be clearly marked:

**“Confidential”**

## REQUEST FOR PROPOSALS FOR PUBLIC PRIVATE PARTNERSHIP PROPOSALS FOR THE DEVELOPMENT OF A HOUSING ESTATE AT SITIBENI MBABANE

**(Not to be opened until 1400, 31<sup>th</sup> July 2025.)**

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## SECTION 2: TERMS OF REFERENCE

### 2.1.1 BACKGROUND

In the 2024 -2029 Integrated Development Plan (IDP) there are key performance areas, namely; Basic Service Delivery, Local Economic Development, Good Governance and Public Participation, Municipal Institutional Development and Transformation, as well as Financial Viability and Management.

The Local Economic Development thrust has five pillars. One of these pillars is Public Private Partnerships (PPPs). Public Private Partnerships provide a means of cooperation between the public and private sector for development; and/ or operation of infrastructure and provision of services; help improve quality and efficiency of public services; provide the necessary resources to cover investment needs and; also provide a means to harness private sector investment, in particular private finance and the related operational efficiencies in the provision of public assets and services.

PPPs at the local level are used as one of the avenues by local authorities to enhance their revenue base and strengthen their relationship with the private sector. This helps to reduce the local authority's over reliance on property tax.

In particular, as part of the Urban Growth Agenda's focus on addressing the fundamentals of land supply, development capacity and infrastructure provision, there is an explicit pillar of work to build stronger partnerships with private sector as a means of developing integrated spatial planning.

### 2.2 SITE DESCRIPTION

The Municipal Council is keen to receive proposals for the development of a housing development on Portion 221 of Farm 1117, Mbabane, Sitibeni Township Phase 1: Portion 221 of Farm 1117 Esitibeni, Mbabane is a greenfield site located at Esitibeni under Ward 2. Although the site is a Greenfield, it must be noted that

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there are a few informal homesteads on the site, approximately 10. In addition, it must be noted that accessing the site is through the brownfield site which has approximately 658 homesteads.

The site measures 34 hectares with 123 proposed plots on the township layout. The site lies within the north-western boundary of the Mbabane City and the Mbabane River traverses the proposed site. The site is visible from the MR3 Highway towards the Esitibeni/Makholokholo off-ramp.

## 2.3 OBJECTIVES

The objectives of this development are the following:

- To promote economic growth in the Mbabane City, through the provision of residential accommodation.
- Improving housing affordability in the city by freeing up opportunities for development, increasing the supply of housing, improving housing choices and access to employment, education, and services.
- Enabling quality-built environments that promote climate resilience and projects that protect and enhance our natural environment.
- To explore opportunities for green, smart, and affordable building solutions that can be replicated elsewhere in the city.
- To alleviate poverty through creation of employment opportunities
- To contribute towards creating a 24-hour vibrant City
- Improve the fiscus of the Municipal Council of Mbabane

## 2.4 SCOPE OF WORK

This request for proposals is for a Public Private Partnership (PPP) between the Council and a qualifying developer.

In the **Design-Build-Finance (DBF)** type of PPP, the private sector designs, builds, finances, the facility, and sells the product/service to its users or beneficiaries. The developer will repropose an appropriate solution to deliver a housing scheme acceptable to the Council involving the development of

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appropriate infrastructure the sale of plots and/or houses and delivery of a self-contained housing estate.

### **PROPOSALS REQUIREMENTS:**

Developers must submit a detailed proposal of the proposed development, which shall include:

- A clear nature of the partnership spelling out the envisaged structure requirements and benefits accruing therefrom. For its part, the Municipal Council of Mbabane is not desirous to the direct management of any proposed structure.
- The nature of the proposed development which demonstrates innovation and compliance with smart green development that is in consideration of climate change adaptation.
- Housing and infrastructure solutions that whilst robust, are affordable.
- Evidence of clear market research of the target market.
- A clear project plan with a clear critical path, requirements, and timelines.
- Financial/business plan including Net Present Value (NPV) calculation calculated over the lease period using 10% discount rate.
- Adequate financial resources required to undertake the development and a financial/business plan.
- Qualification and experience of the developer.
- Evidence of similar projects done in the past 10 years.
- Demonstration of the use of technology and industry specific innovations in technology by the developer.

### **Additional Requirements:**

### **Submissions should set out the following:**

- A. Name of the Developer or Company who intends to develop the land.
- B. Failure to provide the following will disqualify the proposal from being considered for adjudication. The required documents are:
  - Valid and certified copy of Trading License.

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- Certified Copy of Certificate of Incorporation.
- Affidavit that the prospective Developer, or any of its directors, has not been convicted of any offense where dishonesty, fraud or misrepresentation is a component, and that they are not knowingly insolvent or bankrupt.
- Reflect where the Developer will source its funds.
- Valid original tax compliance certificate.
- Valid ENPF Certificate
- Valid Labour Compliance
- Valid certified copy of Form J, Form C.
- All Director's Police Clearance Certificates written in English
- Municipal Council of Mbabane tender purchase receipt.

C. Detailed description of the proposed development, which shall include:

- The nature of the proposed development.
- Evidence of similar projects done in the past 10 years.
- Financial Plan including Net Present Value (NPV) calculation.
- The financial resources required to undertake the development.
- Demonstrate an appreciation of the requirement of environmental issues and mitigation measures that may require to be taken,
- A high-level Business Plan for the project.
- Provide a detailed site plan showing the layout of the proposed structures, elevations, sections, treatment of surfaces and drainage. It must be noted that Council already has Detailed Infrastructure Designs, which the developer may need to review.
- Provide a balanced detailed land use map for the proposed development, and further highlight the rezoning applications to be carried out, should there be a need.
- Total value in Emalangeneni of the proposed development and the total period to completion of construction.
- A proposed structure on how the Developer will partner with the Municipal Council of Mbabane for the ownership of the development.

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D. Further:

- The Developer's proposals shall be written in the English Language. It is desirable that the firm's Personnel have a working knowledge of siSwati.
- The Proposal shall be marked "ORIGINAL" or "COPY" as appropriate. All required copies of the Technical Proposals are to be made from the original.
- The proposal, including supporting documents, submitted to the Council become the property of the Council.
- Proposals in response to this RFP shall be valid for ninety (90) days. At the end of the ninety (90) days, the proposal may be withdrawn at the written request of the developers. If the proposal is not withdrawn at that time it remains in effect until an award is made if approved.

## 2.5 CLARIFICATION AND AMENDMENTS OF RFP DOCUMENTS

- All queries relating to the RFP, technical or otherwise, must be either in writing or by email only and will be entertained by the Council only in respect of the queries received up to fourteen (14) days before the submission date. The Council will try to reply, without any obligation in respect thereof, every reasonable query raised by the Developers in the manner specified.
- At any time before the submission of proposals, the Council may for any reason, whether at her own initiative or in response to a clarification requested by an invited firm, amend the RFP. Any amendment shall be issued in writing through addenda which shall be sent by paper mail, email or facsimile to all invited developers and will be binding on them. The Council may, at her discretion, extend the deadline for the submission of proposals if the amendment is substantial.

## 2.6 RIGHT TO REJECT BIDS

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- The Council reserves the absolute and unconditional right to reject the response to this RFP if it is not in accordance with its requirements and no correspondence will be entertained by the Council in the matter. The RFP is liable to be rejected if:
  - It is received after expiry of the due date and time.
  - It is not in conformity with the instructions mentioned in this RFP document.
  - It is not properly/duly signed.
  - It is incomplete including non-furnishing of the required documents.
  - It is evasive or contains incorrect information.
  - There is canvassing of any kind.
  - It is submitted anywhere other than the place mentioned in the RFP.

The submission must be received not later than **1400 hrs on 31<sup>st</sup> July 2025** at which time the proposals will be opened in public. **Four copies** of the submission should be provided covered in an envelope marked:

## REQUEST FOR PROPOSALS FOR PUBLIC PRIVATE PARTNERSHIP PROPOSALS FOR THE DEVELOPMENT OF A HOUSING ESTATE AT SITIBENI MBABANE

***See the highlighted area under Annexure A for the extent of the site***

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## SECTION 3: INSTRUCTION TO DEVELOPERS

### 1.0 Introduction

1.1 The Municipal Council of Mbabane now invites sealed Bids from Qualified Consultants to offer the above-mentioned services.

#### 1.2 Cost of Tendering

The Tenderer shall bear all costs associated with the preparation and submission of his tender, and the Municipal Council of Mbabane, hereinafter referred to as 'the Purchaser', will not be responsible or liable for these costs, regardless of the conduct or outcome of the tendering process.

### 2.0 The Tender Documents

#### 2.1 Content of Tender Documents

The goods required, tendering procedures and contract terms are prescribed in the Tender Documents. In addition to the Invitation for Tenders, the Tender Documents include:

- (a) Terms of Reference
- (b) Instructions to Tenderers;
- (c) General Conditions of Contract;
- (d) Schedule of Requirements;
- (e) Technical Specifications;
- (f) Tender Form;
- (g) Tender Eligibility Form;

2.2 The Tenderer is expected to examine all instructions, forms, terms, and specifications in the Tender Documents. Failure to furnish all information required by the Tender Documents or submission of a tender not substantially responsive to the Tender Documents in any respect will be at the Tenderer's risk and may result in rejection of its tender.

### 3. Clarification of Tender Documents

3.1 A prospective Tenderer requiring any clarification of the Tender Documents may notify the Purchaser in writing or by facsimile at the Purchaser's mailing address indicated in the Invitation for Tenders. The Purchaser will respond in writing to any request for clarification of the Tender Documents which it receives no later than 7 days prior to the deadline for submission of tenders prescribed by the

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of the query but without identifying the source of inquiry) will be sent to all prospective Tenderers which have received the Tender Documents.

Clarification requests must be sent in writing by electronic mail to the Client's address [tenders@mbabane.org.sz](mailto:tenders@mbabane.org.sz) and copied to [chaziled@mbabane.org.sz](mailto:chaziled@mbabane.org.sz)

#### **4. Amendment of Tender Documents**

- 4.1 At any time prior to the deadline for submission of tenders, the Purchaser may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective tenderer, modify the Tender Documents by amendment.
- 4.2 The amendment will be notified in writing or by facsimile to all prospective Tenderers which have received the Tender Documents and will be binding on them.
- 4.3 In order to afford prospective Tenderers reasonable time in which to take the amendment into account in preparing their tender, the Purchaser may, at its discretion, extend the deadline for the submission of tenders.

### **C. Preparation of Tenders**

#### **5. Language of Tender**

- 5.1 The Tender prepared by the Tenderer and all correspondence and documents related to the tender exchanges by the Tenderer and the Purchaser, shall be written in the English language, provided that any printed literature furnished by the Tenderer may be written in another language so long as accompanied by an English translation of its pertinent passages in which case, for purposes of interpretation of the tender, the English translation shall govern.

#### **6. Documents Comprising the Tender**

- 6.1 The tender prepared by the Tenderer shall comprise the following components:
  - (a) A completed Tender Form and Price Schedule
  - (b) A completed Tender Eligibility form

#### **7. Tender Form**

- 7.1 The Tenderer shall complete the Tender Form and the Price Schedule furnished in the Tender Documents, indicating the goods to be supplied, a brief description of the goods, their country of origin, quantity and prices.

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## **8. Tender Prices**

- 8.1 The Tenderer shall indicate on the appropriate Price Schedule attached to these documents the unit prices and total Tender Prices of the goods it proposes to supply under the Contract, including all customs duties, sales and other taxes payable on the goods if this Contract is awarded
- 8.2 Prices quoted by the Tenderer shall be fixed during the Tenderer's performance of the Contract and not be subject to variation on any account. A tender submitted with an adjustable price quotation will be treated as non-responsive and rejected.

## **9. Tender Currency**

- 9.1 The prices for goods and services to be supplied by the tenderer shall be quoted in Emalangeneni

## **10. Tender Security**

- 10.1 The Tenderer shall furnish, as part of its tender, a tender security/(ies) in the specified amounts.
- 10.2 The tender security is required to protect the Purchaser against the risk of Tenderer's conduct which would warrant the security's forfeiture.
- 10.3 The tender security shall be in Emalangeneni, and shall be in one of the following forms:
- (a) A bank guarantee or irrevocable Letter of Credit issued by a bank located in the Purchaser's country or abroad but acceptable to the Purchaser, in the form provided in the Tender Documents or another form acceptable to the Purchaser and valid for 30 days beyond the validity of the tender
- 10.4 Any tender not accompanied by the bid security shall be considered as non-responsive and rejected by the Purchaser
- 10.5 The tender security of unsuccessful Tenderers will be discharged/returned as promptly as possible but not later than 30 days after the expiration of the period of tender validity.
- 10.6 The successful Tenderer's tender security will be discharged upon the Tenderer executing the Contract and furnishing the performance security if required.
- 10.7 The tender security may be forfeited:
- (a) if a Tenderer withdraws its tender during the period of tender validity specified by the Tenderer on the Tender Form; or

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- (b) in case of a successful Tenderer, if the Tenderer fails:
  - (i) to sign the Contract; or
  - (ii) to furnish the performance security if required.

## **11. Period of Validity of Tenders**

- 11.1 Tenders shall remain valid for **90 days** after the date of tender opening prescribed by the Purchaser. A tender valid for a shorter period may be rejected by the Purchaser as non-responsive.
- 11.2 In exceptional circumstances, the Purchaser may solicit the Tenderer's consent to an extension of the period of validity. The request and the responses thereto shall be made in writing (or by facsimile). The tender security shall also be suitably extended. A Tenderer may refuse the request without forfeiting its tender security. A Tenderer granting the request will not be required nor permitted to modify its tender.

## **12. Format and Signing of Tender**

- 12.1 The Tenderer shall prepare one original and four copies of the tender documents, clearly marking each 'Original' and 'Copy', as appropriate. In the event of any discrepancy between them, the original shall govern.
- 12.2 The original and all copies of the tender shall be typed or written in indelible ink and shall be signed by the Tenderer or a person or persons duly authorized to bind the Tenderer to the Contract. The latter's authorization shall be indicated by a written power-of-attorney accompanying the tender. All pages of the tender, except for un-amended printed literature, shall be initialled by the person or persons signing the tender.
- 12.3 The tender shall contain no inter-lineation, erasures or overwriting except as necessary to correct errors made by the Tenderer, in which case such corrections shall be initialled by the person or persons signing the tender.

## **D. Submission of Tenders**

### **13. Submission of Tenders**

The Municipal Council of Mbabane wants to provide all bidders with the opportunity to submit tenders in a safe, convenient and secure manner. Tenders should be submitted physically to Council Civic Offices within the stipulated deadline.

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- i. The Technical and Financial Tenders must be attached in separate and clearly marked envelopes.
- ii. Tenders received beyond the stipulated date and time will be declined/rejected.

Tenders must be submitted physically to Council Civic Offices not later than 2 pm, Thursday, 31<sup>st</sup> July 2025 at which time the Tenders will be opened in public. Tenders will not be opened before then. The Municipal Council of Mbabane reserves the right to accept or reject any tender without giving reasons thereof and does not bind itself to accept the lowest or any tender.

#### **14. Deadline for Submission of Tenders**

- 14.1 Tenders must be received by the Purchaser at the specified address no later than 2pm, Thursday, 31<sup>st</sup> July 2025.
- 14.2 The Purchaser may, at its discretion, extend this deadline for submission of bids by amending the Tender Documents, in which case all rights and obligations of the Purchaser and Tenderers previously subject to the deadline will thereafter be subject to the deadline as extended.

#### **15. Late Tenders**

- 15.1 Any tender received by the Purchaser after the deadline for submission of tenders prescribed by the Purchaser, will be rejected and returned unopened to the Tenderer.

#### **16. Modification and Withdrawal of Tenders**

- 16.1 The Tenderer may modify or withdraw its tender after the tender's submission, provided that written notice of the modification or withdrawal is received by the Purchaser prior to the deadline prescribed for submission of tenders.
- 16.2 The Tenderer's modification or withdrawal notice shall be prepared, sealed, marked and dispatched in accordance with the provisions of Clause 16. A withdrawal notice may also be sent by facsimile but followed by a signed confirmation copy, post marked not later than the deadline for submission of tenders.
- 16.3 No tender may be modified subsequent to the deadline for submission of tenders.
- 16.4 No tender may be withdrawn in the interval between the deadline for submission of tenders and the expiration of the period of tender validity specified by the Tenderer on the Tender Form. Withdrawal of a tender during this interval may result in the Tenderer's forfeiture of its tender security.

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## E. Tender Opening and Evaluation

### 17. Opening of Tenders by Purchaser

- 17.1 The Purchaser will open all tenders, in the presence of Tenderers' representatives who choose to attend, at the time and in the specified place. The Tenderers' representatives who are present shall sign a register evidencing their attendance.
- 17.2 The Tenderers' names, tender prices, modifications, tender withdrawals and the presence or absence of the requisite tender security and such other details as the Purchaser, at its discretion, may consider appropriate will be announced at the opening.
- 17.3 The Purchaser will prepare minutes of the tender opening.

### 18. Clarification of Tenders

- 18.1 To assist in the examination, evaluation and comparison of tenders the Purchaser may at his discretion, ask the Tenderer for clarification of its tender. The request for clarification and the response shall be in writing and no change in price or substance of the tender shall be sought, offered or permitted.

### 19. Evaluation of Tenders

#### 19.1 Preliminary

The Purchaser will examine the tenders to determine whether they are complete, whether the required bid security has been furnished and whether the documents have been properly signed and a power of attorney attached giving authority to the signatory to sign the documents as well as whether the tenders are generally in order.

Prior to the evaluation of price, the Purchaser will determine the substantial responsiveness of each tender to the Tender Documents and a minimum of 70% should be achieved on technical evaluation to qualify for price evaluation of that proposal. For purposes of these Clauses, a substantially responsive tender is one which conforms to all the terms and conditions of the Tender Documents without material deviations.

Criteria for Preliminary Evaluation to determine substantial responsiveness

Criteria	Check/s
1. Legal constitution of Tenderer.	Valid and Certified copies of <b>Trading licence</b> , certificate of incorporation, <b>labour compliance</b> certificate, <b>ENPF</b> certificate, Form J, Form C, and original valid <b>tax compliance</b> certificate and

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Criteria	Check/s
	Directors' Police Certificate (s) submitted with tender
2. Proof of Purchase of Tender Document.	Purchase receipt submitted with tender.
3. Tender Validity:	Equal or longer than the specified 90 days period.
4. Power of Attorney or Signing Authority.	Attached with tender documents, signed by Board of Directors and all tender documents pages initialed by authorized signatory
5. Tender Forms	Bidders must complete and signed the tender forms attached to this document

## 19.2 Evaluation of Price

Bids determined to be substantially responsive will be checked by the Employer for any arithmetic errors. Errors will be corrected by the Employer as follows:

- (a) where there is a discrepancy between the amounts in figures and in words, the amount in words will govern; and
- (b) where there is a discrepancy between the unit rate and the line item total resulting from multiplying the unit rate by the quantity, the unit rate as quoted will govern, unless in the opinion of the Employer there is an obviously gross misplacement of the decimal point in the unit rate, in which case the line item total as quoted will govern, and the unit rate will be corrected.

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 maybe forfeited.

## 20. Contacting the Purchaser

20.1 No Tenderer shall contact the Purchaser on any matter relating to its tender, from the time of the tender opening to the time the Contract is awarded.

20.2 Any effort by a Tenderer to influence the Purchaser in the Purchaser's tender evaluation, tender comparison or contract award decisions may result in the rejection of the Bidder's tender.

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## **F. Award of Contract**

### **21. Post-qualification**

- 21.1 The Purchaser will determine to its satisfaction whether the Tenderer selected as having submitted the lowest evaluated responsive tender is qualified to satisfactorily perform the Contract.
- 21.2 The determination will take into account the Tenderer's financial, technical and production capabilities. It will be based upon an examination of the documentary evidence of the submitted Tenderer's qualifications as well as such other information as the Purchaser deems necessary and appropriate.
- 21.3 An affirmative determination will be a prerequisite for award of the Contract to the Tenderer. A negative determination will result in rejection of the Tenderer's tender, in which event the Purchaser will proceed to the next lowest evaluated tender to make a similar determination of that Tenderer's capabilities to perform satisfactorily.

### **22. Award Criteria**

- 22.1 The Purchaser will award the Contract to the successful Tenderer whose tender has been determined to be substantially responsive and whose Price has been determined as the lowest evaluated.

### **23. Purchaser's right to vary Quantities at Time of Award**

- 23.1 The Purchaser reserves the right at the time of award of Contract to increase or decrease by up to 15% the quantity of goods and services specified in the Schedule of Requirements without any change in unit price or other terms and conditions.

### **24. Purchaser's Right to Accept Any Tender and to Reject Any or All Tenders**

- 24.1 The Purchaser reserves the right to accept or reject any tender, and to annul the tendering process and reject all tenders at any time prior to award of Contract, without thereby incurring any liability to the affected Tenderer or Tenderers or any obligation to inform the affected Tenderer or Tenderers of the grounds for the Purchaser's action.

### **25. Notification of Award**

- 25.1 Prior to the expiration of the period of tender validity, the Purchaser will notify the successful Tenderer in writing by registered letter sent by email or to the tenderers address, that its tender has been accepted.
- 25.2 The notification of award will constitute the formation of the Contract.

- 25.3 Upon the successful Tenderer's furnishing of performance security, the Purchaser will promptly notify each unsuccessful Tenderer and will discharge its tender security.

- 25.4 An intention to award will be published on the ESPPRA website for a period of ten (10) working days. Any objections may be formally communicated in writing to the

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Chief Executive Officer  
Municipal Council of Mbabane  
Civic Offices  
Mahlokohla street  
Mbabane

## **26. Signing of Contract**

- 26.1 At the same time as the Purchaser notifies the successful Tenderer that its tender has been accepted, the Purchaser will send the Tenderer the Contract Form provided in the Tender Documents, incorporating all agreements between the parties.
- 26.2 Within 30 days of receipt of the Contract Form, the successful Tenderer shall sign and date the Contract and return it to the Purchaser.

## **27. Performance Security**

- 27.1 Within 30 days of the receipt of notification of award from the Purchaser, the successful Tenderer shall furnish the performance security in accordance with the Conditions of Contract, in the Performance Security Form provided in the Tender Documents or another form acceptable to the Purchaser.
- 27.2 Failure of the successful Tenderer to comply with the requirement of Clause 27.1 shall constitute sufficient grounds for the annulment of the award and forfeiture of the tender security, in which event the Purchaser may make the award to the next lowest evaluated tenderer or call for new tenders.

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### 2.7.1 SCORING SHEET.

The proposal shall be evaluated using the following scoring sheet.

<b><u>REQUEST FOR PUBLIC PRIVATE PARTNERSHIP PROPOSALS FOR THE DEVELOPMENT HUMAN SETTLEMENT NAMED SITIBENI TOWNSHIP EXTENSION 1 ON PORTION 221 OF FARM 1117, MBABANE</u></b>			
CRITERIA	AVAILABLE POINTS	POINTS AWARDED	COMMENTS
<b>A.) PRE-AWARD MANDATORY DOCUMENTS</b>	<b>PASS/FAIL</b>		
<b>1. Police Clearance for Directors in English.</b>	<b>PASS/FAIL</b>		
<b>2. Three years financial statement or letter from financial institution confirming credibility of bidder</b>	<b>PASS/FAIL</b>		
<b>3. Affidavit that the prospective Developer, or any of its directors, has not been convicted of any offense where dishonesty, fraud or misrepresentation is a component, and that they are not knowingly Insolvent or bankrupt</b>	<b>PASS/FAIL</b>		
<b>B.) Company/Consortium Experience in executing projects similar size and type in the past 10 years. (20)</b>  5 or more projects done = 20 points 3- 5 Projects done = 10 points 2- 3 Projects done = 5 points Less than 3 projects experience = 0 points	<b>20</b>		
<b>C.) Project Team. (20)</b>  1. Project Manager (5 points) (Civil Engineer/QS/Architect/PMS) More than 5 years' experience = 5 points 3- 5 years' experience = 3 points	<b>20</b>		

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<p>Less than 3 years' experience = 0 points.</p> <p>2. Architect/Architectural Firm (5 points)  More than 5 years' experience = 5 points  3- 5 years' experience = 3 points  Less than 3 years' experience = 0 points</p> <p>3. Civil Engineer (5 points)  More than 5 years' experience = 5 points  3- 5 years' experience = 3 points  Less than 3 years' experience = 0 points</p> <p>4. Accountant /Economists (economic viability and sustainability of project) (5 points)  More than 5 years' experience = 5 points  3- 5 years' experience = 3 points  Less than 3 years' experience = 0 points.</p>			
<p><b>D.) Nature of the development as defined in RFP (20)</b></p> <ul style="list-style-type: none"> <li>- Architectural Impressions and Site Development Plan (5)</li> <li>-Description of the entire project/development (5)</li> <li>- Innovative Measures Proposed (5)</li> <li>- Compliance with Smart Green development and climate change adaptation (5)</li> <li>-Business Plan and Marketing Plan (5)</li> </ul>	<b>25</b>		
<p><b>E.) Financial Appraisal (20)</b></p> <ul style="list-style-type: none"> <li>- Cash Flow Projections – 5 points</li> <li>- Net Present Value (NPV)- 5 points</li> </ul>	<b>15</b>		

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- Return of Investment (ROI)- 5 points			
<b>F) Proof of funding resources required to undertake the development. (15)</b>  Reference letter from a credible financier to certify the financial capability of bidder.	15		
<b>G) Demonstrate an appreciation of the requirement of environmental issues and mitigation measures that may require to be taken. (10)</b>	10		
<b>H) Provide a detailed site plan showing the layout of the proposed structures, elevations, sections, treatment of surfaces and drainage (10).</b>	10		
<b>Total - 100</b>	<b>100</b>		

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## ANNEXURE A

3.2 Developers should familiarise themselves with local conditions and take them into account in preparing their Proposals. Developers are encouraged to visit the Council before submitting their Proposals. Developers should contact the Council Representative to arrange their visit or to obtain additional information as follows:

### **Municipal Council of Mbabane**

### **Eswatini**

**Email:** [tenders@mbabane.org.sz](mailto:tenders@mbabane.org.sz) copied to  
[chaziled@mbabane.org.sz](mailto:chaziled@mbabane.org.sz)

3.3 Developers should ensure that the Council Representative is advised of the visit in adequate time to allow them to make appropriate arrangements.

3.4 Developers shall bear all costs associated with the preparation and submission of their proposals and contract negotiation. The Council is not bound to accept any proposal and reserves the right to annul the selection process at any time prior to Contract award, without thereby incurring any liability to the Developers.

### **CONFLICT OF INTEREST:**

3.5 The Council requires that Developers provide professional, objective, and impartial advice and at all times hold the Council's interests paramount, strictly avoid conflicts with other assignments or their own corporate interests and should observe the highest standard of ethics, values, code of conduct, honesty and integrity while executing the assignment.

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3.6 Without limitation on the generality of the foregoing, Developers, and any of their affiliates, shall be considered to have a conflict of interest and shall not be recruited, under the circumstance below:

- 1.1.1 A Developer (including its Personnel and sub-Developers) that has a business or family relationship with a member of the Council's staff who is directly or indirectly involved in any part of (i) the preparation of the Terms of Reference / Scope of Work of the assignment, (ii) the selection process for such assignment, or (iii) supervision of the Contract, will not be considered for this tender.
- 1.1.2 Developers have an obligation to disclose any situation of actual or potential conflict that impacts their capacity to serve the best interest of the Council, or that may reasonably be perceived as having this effect. Failure to disclose said situations may lead to the disqualification of the Developer or the termination of its Contract.

#### FRAUD AND CORRUPTION:

1.2 The Council requires that Developers and their agents (whether declared or not), personnel and sub-Developers observe the highest standard of ethics during the selection and execution of the required Services. In pursuance of the above, the Council defines the terms set forth below as follows:

- 1.2.1 “**Corrupt Practice**” - is the offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party.
- 1.2.2 “**Fraudulent Practice**” - is any act or omission, including

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attempts to mislead, a party to obtain financial or other benefit or to avoid an obligation.

1.2.3 **“Collusive Practices”** - is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party.

1.2.4 **“Coercive Practices”** - 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.

1.2.5 The Council will reject a proposal for award if it determines that the Developer 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.

## GENERAL CONDITIONS OF CONTRACT

### 1. Definitions

1.1 In this Contract, the following terms shall be interpreted as indicated:

- (a) 'The Contract' means the agreement entered into between the Purchaser and the Supplier, as recorded in the Contract Form signed by the parties, including all the attachments and appendices thereto and all documents incorporated by reference therein;
- (b) 'The Contract Price' means the price payable to the Supplier under the Contract for the full and proper performance of its contractual obligations;
- (c) 'The Goods' means materials which the Supplier is required to supply to the Purchaser under the Contract;
- (d) 'Services' means services ancillary to the supply of the Goods, such as transportation and insurance, and any other incidental services, such as provision of technical assistance, training and other obligations of the Supplier covered under the Contract;
- (e) 'The Purchaser' means the Municipal Council of Mbabane, the organization purchasing the Goods;

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- (f) 'The Supplier' means the individual or firm supplying the Goods under this Contract; and

## **2. Application**

- 2.1 These General Conditions shall apply to the extent that they are not superseded by provisions in other parts of the Contract.

## **3. Standards**

- 3.1 The Goods supplied under this Contract shall conform to the standards mentioned in the Technical Specifications, and, when no applicable standard is mentioned, to the authoritative standard appropriate to the Goods' country of origin and such standards shall be the latest issued by the concerned institution.

## **4. Use of Contract Documents and Information**

- 4.1 The Supplier shall not, without the Purchaser's prior written consent, disclose the Contract, or any provision thereof, or any specification, plan, drawing, pattern, sample or information furnished by or on behalf of the Purchaser in connection therewith, to any person other than a person employed by the Supplier in performance of the Contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.
- 4.2 The Supplier shall not, without the Purchaser's written consent, make use of any document or information enumerated in para. 4.1 except for purposes of performing the Contract.
- 4.3 Any document, other than the Contract itself, enumerated in para. 4.1 shall remain the property of the Purchaser and shall be returned (in all copies) to the Purchaser on completion of the Supplier's performance under the Contract if so required by the Purchaser.

## **5 Patent Rights**

- 5.1 The Supplier shall indemnify the Purchaser against all third-party claims of infringement of patent, trademark or industrial design rights arising from use of the Goods or any part thereof in the Purchaser's country.

## **6. Performance Security**

- 6.1 Within 30 days after the Supplier's receipt of notification of award of the Contract, the Supplier shall furnish performance security to the Purchaser in the amount specified in the Special Conditions of Contract.
- 6.2 The proceeds of the performance security shall be payable to the Purchaser as compensation for any loss resulting from the Supplier's failure to complete its obligations under the Contract.

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6.3 The Performance Security shall be denominated in the currency of the Contract or in a freely convertible currency acceptable to the Purchaser, and shall be in one of the following forms:

(a) A Bank guarantee or irrevocable Letter of Credit, issued by a bank located in the Purchaser's country or abroad acceptable to the Purchaser, and in the form provided in the Tender Documents or another form acceptable to the Purchaser; or

(b) A cashier's cheque or certified cheque.

6.4 The performance security will be discharged by the Purchaser and returned to the Supplier not later than 30 days following the date of completion of the Supplier's performance obligations, including any warranty obligations, under the Contract.

## **7. Inspections and Tests**

7.1 The Purchaser or its representative shall have the right to inspect and/or to test the Goods to confirm their conformity to the Contract. The Special Conditions of Contract and/or the Technical Specifications shall specify what inspections and tests the Purchaser requires and where they are to be conducted. The Purchaser shall notify the Supplier in writing of the identity of any representatives retained for these purposes.

7.2 The inspections and test may be conducted on the premises of the Supplier or its subcontractor(s), at point of delivery and/or at the Goods final destination. Where conducted on the premises of the Supplier or its subcontractor(s), all reasonable facilities and assistance shall be furnished to the inspectors at no charge to the Purchaser.

7.3 Should any inspected or tested Goods fail to conform to the specifications, the Purchaser may reject them and the Supplier shall either replace the rejected Goods or make all alterations necessary to meet specification requirements free of cost to the Purchaser.

7.4 The Purchaser's right to inspect, test and, where necessary, reject the Goods after the Goods' arrival in the Purchaser's country shall in no way be limited or waived by reason of the Goods having previously been inspected, tested and passed by the Purchaser or its representative prior to the Goods shipment from the country of origin.

7.5 Nothing in Clause 7 shall in any way release the Supplier from any warranty or other obligations under this Contract.

## **8. Packing**

8.1 The Supplier shall provide such packing of the Goods as is required to prevent their damage or deterioration during transit to their final destination as indicated in the Contract. The packing shall be sufficient to withstand, without limitation,

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rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit and open storage. Packing case size and weights shall take into consideration, where appropriate, the remoteness of the Goods' final destination and the absence of heavy handling facilities at all points in transit.

- 8.2 The packing, marking and documentation within and outside the packages shall comply strictly with such special requirements as shall be provided for in the Contract and in any subsequent instructions ordered by the Purchaser.

## **9. Delivery and Documents**

- 9.1 Delivery of the Goods shall be made by the Supplier in accordance with the terms specified by the Purchaser in the Schedule of Requirements and the Special Conditions of Contract.

## **10. Insurance**

- 10.1 The Goods supplied under the Contract shall be fully insured in a freely convertible currency against the loss or damage incidental to manufacture or acquisition, transportation, storage and delivery in the manner specified in the Special Conditions of Contract.
- 10.2 Where delivery of the Goods is required by the Purchaser on a CIF basis, the Supplier shall arrange and pay for marine insurance, naming the Purchaser as the beneficiary. Where delivery is on an FOB or C&F basis, marine insurance shall be the responsibility of the Purchaser.

## **11. Transportation**

- 11.1 Where the Supplier is required under the Contract to deliver the Goods FOB, transport of the Goods, up to and including the point of putting the Goods on Board the vessel at the specified port of loading, shall be arranged and paid for by the Supplier, and the cost thereof shall be included in the Contract Price.
- 11.2 Where the Supplier is required under the Contract to deliver the Goods C&F or CIF, or to a specific destination within the country, transport of the Goods to the port of discharge or such other point in the country of destination as shall be specified in the Contract shall be arranged and paid by the Supplier, and the cost thereof shall be included in the Contract Price.
- 11.3 Where the Supplier is required to effect delivery under any other terms, for example, by post or to another address in the source country, the Supplier shall be required to meet all transport and storage expenses until delivery.
- 11.4 In all the above cases, transportation of the Goods after delivery shall be the responsibility of the Purchaser.

## **12. Incidental Services**

### **Disclaimer**

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12.1 As specified in the Special Conditions of Contract, the supplier may be required to provide any or all of the following services:

- (a) Furnishing of detailed operations and maintenance manual for each appropriate unit of supplied Goods;
- (b) Performance or supervision or maintenance and/or repair of the supplied Goods, for a period of time agreed by the parties, provided that this service shall not relieve the Supplier of any warranty obligations under this Contract; and
- (c) Conducting of training of the Purchaser's Personnel, at the Supplier's plant and/or on-site, in start-up, operation, maintenance and/or repair of the supplied Goods.

### 13. Spare Parts

13.1 As specified in the Special Conditions of Contract, the Supplier may be required to provide any or all the following materials and notifications pertaining to spare parts manufactured or distributed by the Supplier

- (a) Such spare parts as the Purchaser may elect to purchase from the Supplier, providing that this election shall not relieve the Supplier of any warranty obligations under the Contract; and
- (b) In the event of termination of production of the spare parts:
  - (i) advance notification to the Purchaser of the pending termination, in sufficient time to permit the Purchaser to procure needed requirements; and
  - (ii) following such termination, furnishing at no cost to the Purchaser, the blueprints, drawings and specifications of the spare parts, if and when requested.

### 14. Warranty

14.1 The Supplier warrants that the Goods supplied under this Contract are new, unused, of the most recent or current models and incorporate all recent improvements in design and materials unless provided otherwise in the contract. The Supplier further warrants that the Goods supplied under this contract shall have no defect arising from design, materials or workmanship (except insofar as the design or material is required by the Purchaser's Specifications) or from any act or omission of the Supplier, that may develop under normal use of the supplied Goods in conditions obtaining in the country of final destination.

14.2 This warranty shall remain valid for 12 months after Goods or any portion thereof as the case may be, have been delivered to the final destination indicated in the Contract, unless specified otherwise in the Special Conditions of Contract.

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- 14.3 The Purchaser shall promptly notify the Supplier in writing of any claims arising under this warranty.
- 14.4 Upon receipt of such notice, the Supplier shall, with all reasonable speed, repair or replace the defective Goods or parts thereof, without cost to the Purchaser.
- 14.5 If the Supplier, having been notified, fails to remedy the defect(s) within a reasonable period the Purchaser may proceed to take such remedial action as may be necessary, at the Supplier's risk and expense and without prejudice to any other rights which the Purchaser may have against the Supplier under the Contract.

## **15. Payment**

- 15.1 The method and conditions of payment to be made to the Supplier under the Contract shall be specified in the Special Conditions of Contract.
- 15.2 The Suppliers request(s) for payment shall be made to the Purchaser in writing, accompanied by an invoice describing, as appropriate, the Goods delivered and the services performed and upon fulfilment of other obligations stipulated in the contract.
- 15.3 Payments shall be made promptly by the Purchaser within sixty (60) days of submission of the invoice/claim by the Supplier.
- 15.4 The currency or currencies in which payment is made to the Supplier under this Contract shall be specified in the Special Conditions of Contract subject to the following general principle: Payment shall be in the currency in which the Contract Price has been stated in the Supplier's tender.

## **16. Prices**

- 16.1 Prices charged by the Supplier for Goods delivered and Services performed under the Contract shall not, with the exception of any price adjustments authorized by the Special Conditions of Contract, vary from the prices quoted by the Supplier to its tender.

## **17. Change Orders**

- 17.1 The Purchaser may at any time, by written order given to the Supplier make changes within the general scope of the Contract in any one or more of the following:

(a) drawings, designs, or specifications, where Goods to be furnished under

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the contract are to be specifically manufactured for the Purchaser;

- (b) the method of shipping or packing;
- (c) the place of delivery; or
- (d) the services to be provided by the Supplier

17.2 If any such changes cause an increase or decrease in the cost, or the time required for, the Supplier's performance of any part of the work under the Contract, whether changed or not changed by the order, an equitable adjustment shall be made in the Contract Price or delivery schedule, or both, and the Contract shall accordingly be amended. Any claims by the Supplier for adjustment under this clause must be asserted within thirty (30) days from the date of the Supplier's receipt of the Purchaser's change order.

## **18. Contract Amendments**

18.1 Subject to Clause 17, no variation in or modification of the terms of the Contract shall be made except by written amendment signed by the parties.

## **19. Assignment**

19.1 The Supplier shall not assign, in whole or in part, its obligations to perform under the Contract, except with the Purchaser's prior written consent.

## **20. Subcontracts**

20.1. The Supplier shall notify the Purchaser in writing of all subcontracts awarded under the Contract if not already specified in his tender. Such notification, in his original tender or later, shall not relieve the Supplier from any liability or obligation under the Contract.

## **21. Delays in the Supplier's Performance**

21.1 Delivery of the Goods and performance of the Services shall be made by the supplier in accordance with the time schedule specified by the Purchaser in its Schedule of Requirements.

21.2 Any undue delay by the Supplier in the performance of its delivery obligations shall render the Supplier liable for any or all of the following: Forfeiture of its performance security, imposition of liquidation damages, and/or termination of the contract for default.

21.3 If at any time during the performance of the Contract, the Supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the Goods and performance of the Services, the Supplier shall promptly notify the Purchaser in writing of the fact of the delay, its likely duration and its cause(s).

As soon as practicable after receipt of the Supplier's notice, the Purchaser shall

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evaluate the situation and may at its discretion extend the supplier's time for performance, in which case the extension shall be ratified by the parties by amendment of the Contract.

## **22. Liquidation Damages**

22.1 Subject to Clause 26, if the Supplier fails to deliver any or all of the Goods within the time period(s) specified in the Contract, the Purchaser shall, without prejudice to its other remedies under the Contract, deduct from the Contract Price, as liquidation damages, a sum equivalent to 1% of the delivered price of the delayed Goods or unperformed Services for each week of delay until actual delivery or performance, up to a maximum deduction of 10% of the Contract Price of the Goods or Services. Once the maximum is reached, the Purchaser may terminate the Contract.

## **23. Termination By Default**

23.1 The Purchaser may, without prejudice to any other remedy for breach of contract, by written notice of default sent to the Supplier, terminate the Contract in whole or in part:

(a) if the Supplier fails to deliver any or all of the Goods within the time period(s) specified in the contract, or any extension thereof granted by the Purchaser pursuant to Clause 22; or

(b) if the Supplier fails to perform any other obligation(s) under the contract.

23.2 In the event the Purchaser terminates the Contract in whole or in part, pursuant to para. 24.1, the Purchaser may procure, upon such terms and in such manner as it deems appropriate, Goods similar to those undelivered, and the Supplier shall be liable to the Purchaser for any excess costs for such similar Goods. However, the Supplier shall continue the performance of the Contract to the extent not terminated.

## **24. Force Majeure**

24.1 Notwithstanding the provisions of Clauses 22, 23, 24 the Supplier shall not be liable for forfeiture of its performance security, liquidation damages or termination for default, if and to the extent that, its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.

24.2 For purposes of this Clause, A Force Majeure means an event beyond the control of the Supplier and not involving the Supplier's fault or negligence and not foreseeable. Such events may include, but are not limited, to, acts of the Purchaser either in its sovereign or contractual capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.

24.3 If a Force Majeure situation arises, the Supplier shall promptly notify the Purchaser in writing of such conditions and the cause thereof. Unless otherwise

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directed by the Purchaser in writing the Supplier shall continue to perform its obligations under the Contract as far as its reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

## **25. Termination for Insolvency**

- 25.1 The Purchaser may at any time terminate the Contract by giving written notice to the Supplier, without compensation to the Supplier, if the Supplier becomes bankrupt or otherwise insolvent, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the Purchaser.

## **26. Termination for Convenience**

- 26.1 The Purchaser, may by written notice sent to the Supplier, terminate the Contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for the Purchaser's convenience, the extent to which performance of work under the Contract is terminated, and the date upon which such termination becomes effective.

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26.2 The Goods that are complete and ready for shipment within 30 days after the Supplier's receipt of notice of termination shall be purchased by the Purchaser at the Contract terms and prices. For the remaining Goods, the Purchaser may elect:

- (a) to have any portion completed and delivered at the Contract terms and prices; and/or
- (b) to cancel the remainder and pay to the Supplier an agreed amount for partially completed Goods and for materials and parts previously procured by the Supplier.

## **27. Resolution of Disputes**

27.1 The Purchaser and the supplier shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute arising between them under or in connection with the Contract.

27.2 If, after thirty (30) days from the commencement of such informal negotiations, the Purchaser and the Supplier have been unable to resolve amicably a Contract dispute, either party may require that the dispute be referred for resolution to the formal mechanisms specified in the Special Conditions of Contract. These mechanisms may include, but are not limited to, conciliation mediated by a third party, adjudication in and agreed national or international forum, and/or international arbitration. The mechanism shall be specified in the special Conditions of Contract.

## **28. Governing Language**

28.1 The contract shall be written in the language of the tender, as specified by the Purchaser in the Instructions to Tenderers. Subject to Clause 29, the language version of the Contract shall govern its interpretation. All correspondence and documents pertaining to the contract which are exchanged by the parties shall be written in that same language.

## **29. Applicable Law**

29.1 The Contract shall be interpreted in accordance with the laws of the Purchaser's country.

## **30. Notices**

30.1 Any notices given by one party to the other pursuant to the Contract shall be sent in writing or by cable and confirmed in writing to the address specified for that purpose in the Special Conditions of Contract.

30.2 A notice shall be effective when delivered on or before the notice's effective date, whichever is later.

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### 31. Taxes and Duties

31.1 A foreign Supplier shall be entirely responsible for all taxes, stamp duties, licences fees, and other such levies imposed outside the Purchaser's country in addition to those items specified under 31.2.

31.2 A local Supplier shall be entirely responsible for all taxes, duties, licence fees, etc. incurred until delivery of the contracted Goods to the Purchaser's depot.

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

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Signed .....  
Authorised Representative

Date .....

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## PERFORMANCE SECURITY FORM

To: Municipal Council of Mbabane

**WHEREAS** ..... hereinafter called the Supplier has undertaken, in pursuance of Contract No..... dated.....2025 to supply

.....

.....  
(Description of Goods and Services) hereinafter called the Contract.

**AND WHEREAS** it has been stipulated by you in the said Contract that the Supplier shall furnish you with a Bank Guarantee by a recognized bank for the sum specified therein as security for compliance with the Supplier's performance obligations in accordance with the Contract.

**AND WHEREAS** we have agreed to give the Supplier a Guarantee:

**THEREFORE WE** hereby affirm that we are Guarantors and responsible to you, on behalf of the Supplier, up to a total of ..... (Amount of the Guarantee in Words and Figures) and we undertake to pay you, upon your first written demand declaring the Supplier to be in default under the Contract and without cavil or argument, any sum or sums within the limit of ..... (Amount of Guarantee) as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

The guarantee is valid until the expiration of the period of guarantee on the goods and services supplied.

Signature and Seal of Guarantors.....

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

Date .....

Address.....

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

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## TENDER FORM

Date.....2025

Contract No 9 of 2025

TO: Municipal Council of Mbabane  
Civic Offices  
Mahlokohla Street  
PO Box 1  
Mbabane

Gentlemen:

Having examined the Tender Documents including Addenda Nos....., the receipt of which is hereby duly acknowledged, we, the undersigned, offer to supply and deliver .....  
.....(description of Goods and Services) in conformity with the said Tender Documents for the sum of.....  
.....(Total Tender Amount in Words and Figures) or such other sums as may be ascertained in accordance with the Schedule of Prices attached herewith and made part of this tender.

We undertake, if our tender is accepted, to commence delivery within .....(Number) days and to complete delivery of all the items specified in the Contract within ..... (Number) days calculated from the date of receipt of your Notification of Award.

If our tender is accepted we will obtain the guarantee of a bank in a sum not exceeding 10% of the Contract Price for the due performance of the Contract.

We agree to adhere by this tender for a period of 90 days from the date fixed for tender opening under Clause 22 of the Instruction of Tenderers and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

Until a formal contract is prepared and executed, this tender, together with your written acceptance thereof and your notification of award, shall constitute a binding contract between us.

We understand that **you may accept one or more items from our tender** and that you are not bound to accept the lowest or any tender you may receive.

Dated this.....day of.....2025..

Signature:.....

**(In the Capacity of):**.....  
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Duly Authorized to sign tender for and on behalf of.....

## TENDER SECURITY FORM

Whereas.....

....  
(hereinafter called the Tenderer) has submitted its tender dated.....2025.....for the supply and delivery of ..... (hereinafter called the Tender) by these presents that WE ..... of ..... having our registered office at .....(hereinafter called the Bank) are bound unto the Municipal Council of Mbabane (hereinafter called>the Purchaser) in the sum of ..... for which payment well and truly to be made to the said Purchaser, the Bank binds itself, its successors and assigns by these presents. Sealed with the Common Seal of the said bank this ..... day of .....2025

THE CONDITIONS of this obligation are:

1. If the Tenderer withdraws its Tender during the period of tender validity specified by the Tenderer on the Tender Form; or
2. If the Tenderer, having been notified of the acceptance of its tender by the Purchaser during the period of tender validity:
  - (a) fails or refuses to execute the Contract Form if required; or
  - (b) fails or refuses to furnish the Performance Security, in accordance with the Instruction to Tenderers;

we undertake to pay the Purchaser up to the above amount upon receipt of its first written demand, without the Purchaser having to substantiate its demand, provided that in its demand the Purchaser will note that the amount claimed by it is due it owing to the occurrence of one or both of the two conditions, specifying the occurred condition or conditions.

This guarantee will remain in force up to and including thirty (30) days after the period of the tender validity, and any demand in respect thereof should reach the Bank not later than the above date.

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.....  
(Signature of the Bank)



## FORM FIN-2: Summary of Proposal or Activity Cost

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

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

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

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

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