



"PLACE OF MARRIAGE"

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**REQUEST FOR PROPOSALS FOR THE PREPARATION OF THE 2024/2025 GENERAL VALUATION ROLL**

**REFERENCE NUMBER RFP NO 15 OF 2024/2025**

**15<sup>TH</sup> AUGUST 2024**

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## ADVERTISEMENT

### REQUEST FOR PROPOSALS (RFP)

### PREPARATION OF THE 2024/2025 GENERAL VALUATION ROLL

The Siteki Town Council (STC or the Local Authority) requires the services of a firm of Property Valuers to undertake the preparation of a General Valuation roll of all immovable properties within the Siteki Urban Area in accordance with Part III of the Rating Act No 4 of 1995 through sealed Proposals. The 'Request for Proposals' document can be obtained at the Treasury / Finance department of the Siteki Town Council or downloaded from the SPPRA's website at [www.spppra.co.sz](http://www.spppra.co.sz) as from 19<sup>th</sup> **August 2024** for a non-refundable fee of **E800.00** (Eight Hundred Emalangeneni) per set. The method of payment shall be cash or EFT payable to Siteki Town Council.

**The Local Authority seeks to engage a reputable Property Valuer gazetted as per Section 10 (2) of the Urban Government Rating Act of 1995 and thus registered in the list of approved Property Valuers in the Ministry of Housing & Urban Development.**

The purpose of this Request for Proposals (RFP) is to establish a service agreement for the preparation of the General Valuation roll. Detailed information regarding the terms of reference is available in the 'Request for Proposals' document. The Local Authority shall continuously review the performance of the Property Valuer and, if the performance of the Valuer is not satisfactory, STC shall have the right to terminate the service agreement in line with the agreed terms and conditions.

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

The Proposal shall consist of a Technical Proposal and a Financial Proposal, which shall be in separate sealed envelopes marked "**Technical Proposal – RFP No. 15 OF 2024/2025**" and "**Financial Proposal – No. 15 OF 2024/2025**", respectively. The two envelopes must be enclosed in a sealed outer envelope, which shall be marked: "**Request for Proposal: Preparation of the General Valuation Roll for Siteki Town Council, RFP No. 15 OF 2024/2025- Do Not Open**"

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before 12:00hours (Swaziland time) on 16<sup>th</sup> September 2024” and addressed to “The Town Clerk, Siteki Town Council, P. O. Box 57, Siteki”. Failure to mark the envelope clearly and accurately may result in rejection of the application.

To be eligible for consideration for this proposal, the Property Valuation firm should provide in its proposal the documents specified in “Instructions to Tenderers”, including the following; **Signed Declaration of Eligibility, Certified copy of a valid Trading Licence, Certified copy of a valid Tax Compliance Certificate, Certified copy of an official statement of the Directors and alternative directors (i.e. Form ‘J’) or owner/s in the case of unincorporated persons, Certified copy of an official statement of the annual summary of share capital and shares (i.e. Form ‘C’ or equivalent) for incorporated persons and Certified copy of Labour Compliant Certificate, ENPF compliance certificate, .**

The Proposal must be deposited in the RFP box situated at Siteki Town Council, **at the Reception**, at the latest by **12:00 noon (Swaziland time) on 16<sup>th</sup> September 2024**. Late tenders, as well as tenders received by telegram, facsimile, email or similar medium will not be considered. Tenders received in time by the latest date and time for submission will be opened at the Local Authority’s Offices at **12:00noon on the 16<sup>th</sup> September 2024**. Tenderers may attend the opening procedure.

Requests for clarifications, which must be in writing, should be addressed, via email, to mkhontamd@stkouncil.co.sz. The Local Authority will strive to promptly respond in writing via e-mail to any requests for clarification up until Close of Business on 9<sup>th</sup> September 2024. Written copies of the Local Authority’s response (including an explanation of the query but without identifying the source of inquiry) will be sent to all prospective Bidders.

Sithembile Simelane

Town Clerk / CEO

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## TERMS OF REFERENCE

### 1. BACKGROUND

#### INTRODUCTION:

The Siteki Municipality is an Urban Local Authority established in terms of the Urban Government Act No. 8 of 1969. The mandate of the Local Authority is basically to provide municipality services to the population of Siteki, both residential and commercial. It is also responsible for the coordination of all the stakeholders that offer utility services to the Siteki urban population and also manages the development within the Siteki Urban Space.

### 2. SITEKI TOWN COUNCIL VISION AND MISSION STATEMENT:

#### Vision Statement

The agreed vision statement for the IDP is *“To be a people-centred and one-stop town that is ecofriendly and attractive to visitors and investors”*.

#### Mission statement

Siteki Town Council will achieve this vision through *intensifying stakeholder engagements, facilitating the establishment of new investments, effective waste management, maintaining a clean town, ensuring public safety and promoting crime prevention*.

#### Value statements

Towards the attachment of its new vision and strategic goals, the STC and staff will be guided by the following key principles:

<i>Integrity</i>	Upholding honesty, morality and ethical values
<i>Professionalism</i>	Displaying competency and politeness
<i>Inclusivity and Teamwork</i>	Working together more effectively with our stakeholders to achieve organisational goals
<i>Accountability</i>	Being responsible for everything that we do
<i>Zero tolerance to corruption</i>	Applying zero tolerance to bribery, fraud and corruption
<i>Transparency</i>	Maintaining openness and clarity in our dealings

### 3. SCOPE OF WORK

The successful Service Provider / Property Valuer / Consultant shall produce a General Valuation roll comprising of all immovable properties within the Siteki Urban Area. The Property Valuer will be expected to consult the office of the Surveyor General for information on approved subdivisions.

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The Service Provider will be expected to visit and take pictures of all properties visited as well as give clear location of the property on the picture itself. The service provider will also be expected to include the Surveyor General's identification number of the properties. No pre-proposal conference will be held but the Service provider may obtain further clarification from the Office of the Town Clerk.

## 4. EXPECTED OUTPUTS

### 4.1 PRESENTATION OF DATA

#### 4.1 Hard Copy Version

##### 4.1.1 Arrangement

The General Valuation roll shall be prepared to conform to the provisions of Section 24 of the Rating Act of 1995. The Valuation roll shall be arranged in a way that the reader can easily find an individually listed property seriatim in numerical order, starting with the lowest and gradually build onto the highest number. All pages in the document shall be serially numbered and should provide an index of all townships and a summary of the lots listed on each page.

##### 4.1.2 Multiple lots on a Single Building

Where a single building is situated on more than one plot the Valuation roll shall list all the constituent lots and the valuation of the one with the highest value in a manner that is consistent with **Annexure 1** highlighted hereof, under the head "**Consolidated Entry**".

##### 4.1.3 Registered Owners

The name of the owner, as registered at the Deeds Office, shall be recorded in the Valuation roll. Unregistered subdivisions shall not make their way to the Valuation roll. Information on the land use zoning (details of which will be provided by the Council) and the actual use description shall also be entered with respect to each plot. For an indicative schedule of township names, abbreviations and land use zoning, service providers are referred to 3.5 of the Siteki Town Planning Scheme of 2022.

### 4.2 Computerised Version

A computerized version of the Valuation roll shall also be provided on an MS Access database programme and Excel spread sheet. The MS Access database programme should be able to execute all the functions associated with a database programme including the following:

- (i) Calculate and total up values of the following:
  - A) Privately Owned Properties
    - 1. Developed Residential Properties
      - a) Land
      - b) Improvements

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2. Developed Commercial Properties
  - a) Land
  - b) Improvements
  
3. Undeveloped Properties
  - a) Residential
  - b) Commercial
  
- B) Government Properties
  - a) Developed Land
  - b) Improvements
  - c) Vacant Land
  
- C) Exempt Properties
  - a) Land
  - b) Improvements

NB: Ensure that the balances cast and cross cast before the document is submitted to Council. The same balances should carry through to the summary reports in (ii) below

- (ii) Generate reports summarising the value and location of all classes of property by type of usage and by type of ownership. ***For example Council would like to generate separate reports for private vacant, residential and commercial uses, Government and privately owned properties that are used for activities deemed exempt in the Rating Act of 1995.***
  
- (iii) Enable the up-dating of the Valuation roll in the event that there is a new registered sub-division of a plot, for purposes of producing a General valuation roll, when there has been a re-zoning of a plot or there has been a change of ownership.
  
- iv) Include a soft copy of all pictures taken of all properties visited including their locations / townships or farms. It does not matter whether the property is developed or not.

#### 4.3 Preparation of Section 17 Notices (Draft valuation notices to property owners)

The successful service provider shall prepare, on behalf of Council, all draft valuation notices required under section 17 of the Rating Act of 1995 and place them in unsealed and addressed envelopes (without postage stamps). Where an individual organization or person owns a number of properties, the said notice shall be sent in a single package containing notices of all of the properties owned by that person or organization. The Council will provide a pro forma for the notice at the commencement of the contract.

#### 4.4 Completion of Working Papers

The Consultant shall prepare a field sheet for each property and submit them to the Council on completion of the assignment. The sheet should be placed in loose ring binders and indexed in a manner consistent with the Valuation roll. The field data sheet must further have on it the signature and full names of the owner or occupier of a developed or improved property who was present when the inspection was done. A specimen of the field sheet is provided on **Annexure 3**.

#### 4.5 Summaries

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The valuation roll must contain a summary of both government and private rateable and non-rateable immovable properties as well as a summary of the following land use zones (**the Consultant will liaise with Town Planning department in order to obtain the information**):

- (i) Residential (low density) (R-1)
- (ii) Residential (medium density) (R-2(1))
- (iii) Residential (medium density-low service level) (R-2(ii))
- (iv) Residential (high density) (R-3)
- (v) Grade II Residential area (high density-low services)(R-4)
- (vi) Agricultural residential (AR)
- (vii) Central Commercial (C-1)
- (viii) Suburban Commercial (C-2)
- (ix) General Industrial (1-1)
- (x) Service Industrial (1-2)
- (xi) Public Buildings (PB)
- (xii) Schools (HS)
- (xiii) Schools (PS)
- (xiv) Hospital (H)
- (xv) Clinic (C)
- (xvi) Public Open Space (PLS)

The above zoning is in terms of the Siteki Town Planning Scheme of 2022.

#### 4.6 Data Sheet

The Council intends to use the General Valuation roll information as a basis for calculating rates bills for the 2025/2026 Financial Year and subsequent years subject to updated information from General valuations for affected properties. The Consultant shall provide a detailed timetable for carrying out this assignment and how they propose dealing with the following activities, though not limited to these ones assuming the commencement date of the assignment is 23<sup>rd</sup> September 2024.

- a) Consultant briefed by the Siteki Management.
- b) Consultant provides a schedule setting out the times for visits to Townships;
- c) Issuance of inspection permits to the Consultant per Section 14 of the Rating Act of 1995;
- d) Consultant provides a list of all postal addresses of property owners in the new urban areas;
- e) Consultant delivers the draft Valuation Roll to the Council.
- f) Review of the Draft General Valuation Roll by the Council (maximum of 30 days);
- g) Submission of amendments to draft roll.
- h) Submission of Section 17 notices to the Council ready for posting to property owners.
- i) Gazette Notice prepared and submitted by the Council.
- j) Consultant's attendance of Valuation Court hearings (within 60 days of Gazette notice).
- k) Revision of roll pursuant to court rulings.
- l) Certification of the General Valuation Roll.
- m) Submission of working papers to the Town Council.

**It is the intention of Council that the certification of the General Roll will occur on or before 31<sup>st</sup> October 2024.**

**Valuation**

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## 5.0 INDEPENDENCE, QUALIFICATIONS, KNOWLEDGE AND EXPERIENCE

As Council is heavily dependent on income from property rates, it is crucial that this assignment is undertaken to a high standard. Council intends to select a Consultant that can demonstrate a clear understanding of the issues affecting the satisfactory completion of the work and has relevant experience of similar assignments.

### 5.1 Independence

The Service Provider must be completely impartial and independent from all aspects of management or financial interests of the Local Authority.

The Service provider should disclose any relationship that might possibly compromise their independence.

***The selected Consultant shall suspend all property valuation work for clients who own properties in the Siteki Urban Area in order to avoid potential conflict of interest.***

### 5.2 Relevant Experience

Tenderers shall furnish evidence of valuation work undertaken in Swaziland and of similar assignments their firm might have undertaken, stating their approximate size (in terms of numbers of properties valued) and the date of completion.

Tenderers shall also provide details of the address, contact name and telephone number of at least three recent (i.e. Five years and less) clients who can be contacted in order to obtain a reference.

### 5.3 Tenderer's Staff

Tenderers shall list all the individuals that will be involved on the assignment and describe, in brief, their professional and/or academic background as well as their relevant experience to help them carry out this assignment.

The Consultant shall attend hearings and give evidence before the Valuation Court in the event of property owners objecting to the assessed valuations. Tenderers shall furnish the name of the person(s) who shall be responsible for attending such hearings. Tenderers shall ensure that such person(s) are fully qualified to make representations before the said court.

***The Council shall not be held responsible for any matter that occurs as a result of any illegal unauthorized action undertaken by the Consultant or its employees.***

### 5.4 Professional Standards and Conduct

Tenderers should provide details of professional standards that apply operation of their firm and its staff. In the case of Tenderers from overseas firms and those that include individuals

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with qualifications awarded by overseas professional bodies the relevant codes of conduct should be enclosed.

## **INSTRUCTIONS TO THE VALUATION FIRMS / CONSULTANTS/ SERVICE PROVIDERS**

### **2.0 Information to Tenderers**

- (a) “Consultant” means any entity or person that may provide or provides the Services to the Client under the Contract.
- (b) “Contract” means the Contract signed by the Parties and all the attached documents listed in its Clause 1, viz. the General Conditions (GC), the Special Conditions (SC), and the Appendices.
- (c) “Data Sheet” means such part of the Instructions to Consultants used to reflect specific assignment conditions.
- (d) “Day” means calendar day.
- (e) “Government” means the Government of the Kingdom of Swaziland.
- (f) “Instructions to Consultants” means the document which provides Service Provider with all information needed to prepare their Proposals.
- (g) “LOI” (Section 1 of the RFP) means the Letter of Invitation.
- (h) “Local Authority” means Siteki Town Council
- (i) “Personnel” means professionals and support staff provided by the Service Provider and assigned to perform the Services or any part thereof; “Foreign Personnel” means such professionals and support staff who at the time of being so provided had their domicile outside Swaziland; “Local Personnel” means such professionals and support staff who at the time of being so provided had their domicile inside Swaziland.
- (j) “Proposal” means the Technical Proposal and the Financial Proposal.
- (k) “RFP” means the Request For Proposal
- (l) “Services” means the work to be performed by the Property Valuer pursuant to the Contract.
- (m) “Sub-Consultant” means any person or entity with which the Consultant subcontracts any part of the Services.
- (o) “Terms of Reference” (TOR) means the document included in the RFP which explains the objectives, scope of work, activities, tasks to be performed, respective responsibilities of the Local and the Consultant, and expected results and deliverables of the assignment.

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## 1. INTRODUCTION

- 1.1. The Client named in the Data Sheet will select a Property Valuer (the Service Provider) that has submitted its proposal in accordance with the method of selection specified in the Data Sheet.
- 1.2. The Service Providers are invited to submit a Technical Proposal and a Financial Proposal for consulting services required for the assignment named in the Data Sheet. The Proposal will be the basis for contract negotiations and ultimately for a signed Contract with the selected Consultant.
- 1.3. Consultants should familiarize themselves with local conditions and take them into account in preparing their Proposals.
- 1.4. The Local Authority will make timely available relevant data, information and reports upon signing of contract.
- 1.5. Service Providers shall bear all costs associated with the preparation and submission of their proposals and contract negotiation. The Local Authority 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 Service Providers.

## 2. Conflict of Interest

**In accordance with Section 40 and 41 of the Procurement Act, 2011, the bidder is requested to fully comply with the requirements stated below:**

2.1 Service Providers are required to provide professional, objective, and impartial service at all times and hold the Local Authority's interests' paramount, strictly avoid conflicts with other assignments or their own corporate interests and act without any consideration for future work.

2.2 Without limitation on the generality of the foregoing, Service Providers and any of their affiliates, shall be considered to have a conflict of interest and shall not be eligible for selection, under any of the circumstances set forth below:

- (i) Service Providers including its Personnel and Sub-Service Provider(s) or any of its affiliates shall not be hired for any assignment that, by its nature, may be in conflict with another assignment of the Service Provider to be executed for the same or for another Local Authority. For example, a consultant hired to prepare engineering design for an infrastructure project shall not be engaged to prepare an independent environmental assessment for the same project, and a consultant assisting the Local Authority in the privatization of public assets shall not purchase, nor advise purchasers of such assets. Similarly, a consultant hired to prepare Terms of Reference for an assignment shall not be hired for the assignment in question.
- (ii) Service Providers (including its Personnel and Sub- firm s) that has a business or family relationship with a member of the Local Authority's staff who is directly or indirectly involved in any part of (i) the preparation of the Terms of Reference of the assignment, (ii) the selection process for such assignment, or (iii) supervision of the Contract, may not be awarded a Contract.

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### 3. Association

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

### 3. Commissions

Service Provider (s) shall furnish information on commissions and gratuities, if any, paid or to be paid to agents relating to this proposal and during execution of the assignment if the Service Provider is awarded the Contract, as requested in the Financial Proposal submission form.

### 4. One Proposal

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

### 5. Validity

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

Service Provider (s) who agree to such extension shall confirm that they maintain the availability of the Professional staff nominated in the Proposal, or in their confirmation of extension of validity of the Proposal, Service Provider (s) can submit new staff in replacement, who would be considered in the final evaluation for contract award. Service Provider (s) who do not agree have the right to refuse to extend the validity of their Proposals.

### 6. Clarification and Amendment of RFP Documents

6.1 Service Provider (s) may request a clarification of any of the RFP documents up to the number of days indicated in the Data Sheet before the proposal submission date. Any request for clarification must be sent in writing, through standard electronic means to the Local Authority's e-mail address indicated in the Data Sheet. The Local Authority will respond in writing or by standard electronic means and will send written or electronic copies of the response (including an explanation of the query but without identifying the source of inquiry) to all Service Providers that have shown interest to submit a proposal. Should the Local Authority deem it necessary to amend the RFP as a result of a clarification, it shall do so following the procedure detailed below.

6.2 At any time before the submission of Proposals, the Local Authority may amend the RFP by issuing an addendum in writing or by standard electronic means. The addendum shall be advertised in the print media and will be binding on all potential bidders. To give Service Provider (s) reasonable time in which to take an amendment into account in their Proposals the Local Authority may, if the amendment is substantial, extend the deadline for the submission of Proposals.

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## 7. Preparation

8.1 The Proposal, as well as all related correspondence exchanged by the Valuation firm (s) and the Local Authority, shall be written in the English language.

8.2 In preparing their Proposal, Valuation firm (s) are expected to examine in detail the documents comprising the RFP. Material deficiencies in providing the information requested may result in rejection of a Proposal.

## 8. Preparation of the Technical Proposal

As required in Form TECH-2, Part C, tenderers who are firms are to submit the specified documents which must be attached to the Technical Proposal as appendix

Service Provider (s) are required to submit a Full Technical Proposal. The Technical Proposal shall provide the information indicated in the following paragraphs, from (a) to (g) using the attached Standard Forms:

Form TECH-1 requires the Service Provider to complete the RFP submission form and append the authorised signature of the Service Provider.

b) Form TECH-2 requires the Service Provider to provide adequate and concise responses to the questionnaire regarding the Service Providers overall capabilities.

c) Form TECH-3 requires the Service Provider to provide the firms organogram relating to the proposed staff to be assigned as well as signed CV and hours to be spent for each proposed staff member/partner

d) Form TECH-4 requires the Service Provider to give a description of the approach, methodology to be applied for conducting Valuation services.

e) Form TECH-5 requires the Service Provider to give timelines (in days) for completion of different activities for the Valuation services.

f) Form TECH-6 requires the Service Provider to include certified copies of: trading licence, police clearance for company directors, Tax Compliance certificate, form 'J' and form 'C' and Labour certificate.

g) Form TECH-7 requires the Service Provider to complete the Declaration of Eligibility confirming that the Service Provider meets the criteria for eligibility to participate in public procurement.

## 9. Preparation of the Financial Proposal

9.1 The Financial Proposal shall be prepared using the attached Standard Forms, which prescribe the required minimum data and information. Service Provider (s) may provide additional details if appropriate. It shall list all costs associated with the assignment (excluding venue and conferencing costs for training workshop), including, but not necessarily limited to: (a) remuneration for Service Provider and (b) reimbursable expenses. If appropriate, these costs should be broken down by activity and, if appropriate, into foreign and local expenditures.

9.2 All activities and items described in the Technical Proposal must be priced separately; activities and items described in the Technical Proposal but not priced, shall be assumed to be included in the prices of other activities or items.

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- 9.3 The Service Provider shall be subject to local taxes (such as: value added or sales tax, social charges or income taxes on non-resident Foreign Personnel, duties, fees, and levies) on amounts payable by the Local Authority under the Contract.
- 9.4 Service Provider(s) must express the price of their services in Emalangeni unless otherwise specified in the Data Sheet. Commissions and gratuities, if any, paid or to be paid by Service Provider(s) and related to the assignment will be listed in the Financial Proposal Form FIN-1.

## 10. Packing and Submission of Proposal

- 10.1 The original proposal (Technical Proposal and Financial Proposal) shall contain no interlineations or overwriting, except as necessary to correct errors made by the Service Provider(s) themselves. The person who signed the proposal must initial such corrections. Submission letters for both Technical and Financial Proposals should respectively be in the format of TECH-1 and FIN-1
- 10.2 An authorized representative of the Service Provider(s) shall initial all pages of the original Technical and Financial Proposals. The authorization shall be in the form of a written power of attorney or in any other form demonstrating that the representative has been duly authorized to sign. The signed Technical and Financial Proposals shall be marked "Original".
- 10.3 The Technical Proposal shall be marked "Original" or "Copy" as appropriate. All required copies of the Technical Proposal are to be made from the original. If there are discrepancies between the original and the copies of the Technical Proposal, the original governs.
- 10.4 If the Financial Proposal is not submitted in a separate sealed envelope duly marked as indicated in the Data Sheet, this will constitute grounds for declaring the Proposal non-responsive.

## 11. Latest Date for Submission

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

## 12. Opening of Technical Proposals

- 12.1 The Local Authority shall open the Technical Proposal immediately after the deadline for their submission. The envelopes with the Financial Proposal shall remain sealed and securely stored.
- 12.2 From the time the Proposals are opened to the time the Contract is awarded, the Service Provider(s) should not contact the Local Authority on any matter related to its Technical and/or Financial Proposal. Any effort by Service Provider(s) to influence the Local Authority in the examination, evaluation, ranking of Proposals, and recommendation for award of Contract may result in the rejection of the Service Provider s' Proposal.

## 13. Access to Financial Proposal

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

#### 14. Evaluation of the Technical Proposals

14.1 The evaluation committee shall evaluate the Technical Proposals on the basis of their responsiveness to the Terms of Reference, applying the evaluation criteria, sub-criteria, and point system specified in the Data Sheet. Each responsive Proposal will be given a technical score (St).

A Proposal shall be rejected at this stage if it does not respond to important aspects of the RFP, and particularly the Terms of Reference or if it fails to achieve the minimum technical score indicated in the Data Sheet.

14.2 After the technical evaluation is completed and the Entity RFP Board has provided its approval, the Local Authority shall inform the Service Provider(s) who have submitted proposals the technical scores obtained by their Technical Proposals, and shall notify those Service Provider(s) whose Proposals did not meet the minimum qualifying mark or were considered non-responsive to the RFP and TOR, that their Financial Proposals will be returned unopened after completing the selection process.

14.3. The Local Authority shall simultaneously notify in writing Service Provider(s) that have secured the minimum qualifying mark, the date, time and location for opening the Financial Proposals. The opening date should allow Service Provider(s) sufficient time to make arrangements for attending the opening. Service Provider s' attendance at the opening of Financial Proposals is optional.

#### 15. Opening of Financial Proposals

15.1 Financial Proposals shall be opened publicly in the presence of the Service Provider s' representatives who choose to attend. The name of the Service Provider(s) and the technical scores of the Service Provider's shall be read aloud. The Financial Proposal of the Service Provider(s) who met the minimum qualifying mark will then be inspected to confirm that they have remained sealed and unopened. These Financial Proposals shall be then opened, and the total prices read aloud and recorded. A Copy of the record shall be sent to all Service Provider(s) who request it.

#### 16. Evaluation of Financial Proposals

16.1 The Evaluation Committee will correct any computational errors. When correcting computational errors, in case of discrepancy between a partial amount and the total amount, or between word and figures the formers will prevail. Activities and items described in the Technical Proposal but not priced, shall be assumed to be included in the prices of other activities or items. In case an activity or line item is quantified in the Financial Proposal differently from the Technical Proposal, no corrections are applied to the Financial Proposal in this respect.

#### 17. Evaluation of Quality and Cost based Proposals

17.1 The lowest evaluated Financial Proposal (Fm) will be given the maximum financial score (Sf) of 100 points. The financial scores (Sf) of the other Financial Proposals will be computed as

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indicated in the Data Sheet. Proposals will be ranked according to their combined technical (St) and financial (Sf) scores using the weights (T = the weight given to the Technical Proposal; P = the weight given to the Financial Proposal; T + P = 1) indicated in the Data Sheet : (s) =  $St \times T\% + Sf \times P\%$ . The firm achieving the highest combined technical and financial score will be invited for negotiations.

### 18. Place and Time for Negotiations

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

### 19. Technical Negotiations

- 19.1 Negotiations will include a discussion of the Technical Proposal, the proposed technical approach and methodology, work plan, and organization and staffing, and any suggestions made by the Service Provider to improve the Terms of Reference. The Local Authority and the Service Provider(s) will finalize the Terms of Reference, staffing schedule, work schedule, logistics, and reporting. These documents will then be incorporated in the Contract as "Description of Services". Special attention will be paid to clearly defining the inputs and facilities required from the Local Authority to ensure satisfactory implementation of the assignment. The Local Authority shall prepare minutes of negotiations which will be signed by the Local Authority and the Service Provider.

### 20. Financial Negotiations

- 20.1 If applicable, it is the responsibility of the Service Provider, before starting financial negotiations, to contact the local tax authorities to determine the local tax amount to be paid by the Service Provider under the Contract. The financial negotiations will include a clarification (if any) of the firm's tax liability in the Local Authority's country, and the manner in which it will be reflected in the Contract; and will reflect the agreed technical modifications in the cost of the services. Unless there are exceptional reasons, the financial negotiations will involve neither the remuneration rates for staff nor other proposed unit rates.
- 20.2 Having selected the Service Provider on the basis of, among other things, an evaluation of proposed Professional staff, the Local Authority expects to negotiate a Contract on the basis of the Professional staff named in the Proposal. Before contract negotiations, the Local Authority will require assurances that the Professional staff will be actually available.
- The Local Authority will not consider substitutions during contract negotiations unless both parties agree that undue delay in the selection process makes such substitution unavoidable or for reasons such as death or medical incapacity. If this is not the case and if it is established that Professional staff were offered in the proposal without confirming their availability, the Service Provider may be disqualified. Any proposed substitute shall have equivalent or better qualifications and experience than the original candidate and shall be submitted by the Service Provider within the period of time specified in the letter of invitation to negotiate.
- 20.3 Negotiations will conclude a review of the draft Contract. To complete negotiations the Local Authority and the Service Provider will initial the agreed Contract. If negotiations fail, the Local Authority will invite the Service Provider whose Proposal received the second highest score to negotiate a Contract.
- 20.4 After completing negotiations the Local Authority shall award the Contract to the selected Service Provider and after Contract signature, promptly notify all Service Provider(s) who have submitted proposals.

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- 20.5 Information relating to evaluation of Proposals and recommendations concerning awards shall not be disclosed to the Service Provider(s) who submitted the Proposals or to other persons not officially concerned with the process, until the publication of the award of Contract.

### **21. Commencement of Assignment**

- 21.1 The Service Provider is expected to commence the assignment on the date and at the location specified in the Data Sheet.

### **22. Corrupt, collusive, fraudulent or coercive practices**

- 22.1 Service Provider(s) should be aware that a Service Provider who engages in corrupt, collusive, fraudulent or coercive practices will have their proposals rejected and may further be subject to the prosecution under the laws of Swaziland.

### **23 Intention to award**

- 23.1 All bidders are required to provide their e-mail addresses to the Local Authority through which they will be notified on the intention to award on the day that the intention is sent to Swaziland Public Procurement Agency (SPPRA).

## **24 COUNCIL ASSISTANCE IN PROVIDING BACKGROUND INFORMATION**

### **24.1 At the Tender Stage**

Where possible the Council will assist in the provision of information to Tenderers that are preparing their proposals. All requests to view the 2019/2020 General Valuation Roll, and the 2023/24 Supplementary Valuation, the previous valuers working papers, zoning plans and details of the new urban areas and all information on sub-divided and improved properties should be directed to the Town Clerk.

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## PROPOSAL DATA SHEET

<b>Paragraph Reference</b>	
<b>1.1</b>	Name of the Local Authority: <b><u>Siteki Town Council</u></b>  Method of selection: <b><u>Quality &amp; Cost-based Selection (QCBS)</u></b>
<b>1.2</b>	<b>Validity</b>
	Proposals must remain valid for 90 (ninety) days after the submission date.
<b>1.3</b>	<b>Clarification and Amendment of RFP Documents</b>
	Clarifications may be requested in writing (email only), but not later than 9 <sup>th</sup> September 2024. The address for requesting clarifications is: mkhontamd@stkouncil.co.sz
<b>1.4</b>	<b>Preparation of the Technical Proposal</b>
	<p>As required in Form TECH-6, the following documents shall be included as Appendices to the Technical Proposal if a firm is tendering (in case of a joint venture or consortium each member must provide the documents):</p> <ul style="list-style-type: none"> <li>○ Signed Declaration of Eligibility (TECH-7 below);</li> <li>○ Certified copy of a valid Trading Licence;</li> <li>○ Police clearance for company directors</li> <li>○ Certified copy of a valid Tax Compliance Certificate;</li> <li>○ Certified copy of an official statement of the Directors and alternative directors (i.e. Form 'J') or owner/s in the case of unincorporated persons;</li> <li>○ Certified copy of an official statement of the annual summary of share capital and shares (i.e. Form 'C' or equivalent) for incorporated persons; and</li> <li>○ Certified copy of Labour Compliant Certificate (if Valuation Firm is an employer).             <ul style="list-style-type: none"> <li>○ Certified copy of ENPF certificate</li> <li>○ Directors' / Partners' police clearances.</li> </ul> </li> <li>○ Original Receipt of E800.00 for the RFP Document.</li> </ul>

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1.5	<b>Preparation of the Financial Proposal</b>
	<p>Taxes: All Valuation firm(s) must take note that a withholding tax of 10% on Swazi resident companies/contractors unless the Local Authority/contractor has a tax exemption certificate from the Commissioner of Taxes (Refer to Income Tax Order No. 21 of 1975 as amended)</p> <p>Information on taxes may be obtained from the following:  <b>The Commissioner General</b>  <b>P.O. Box 186</b>  <b>Mbabane</b>  <b>Swaziland</b>  <b>Tel. +268 2406 4050 (contact centre)</b></p>
1.6	<b>Packing and Submission of the Proposal</b>
	<p>The Valuation firms must submit One <b>(1)</b> original and four <b>(4)</b> copies of the Technical Proposal, and One <b>(1)</b> original and four <b>(4)</b> copies of the Financial Proposal.</p>
	<p>The proposal shall consist of a Technical Proposal and a Financial Proposal, which shall be in separate sealed envelopes marked <b>“Technical Proposal – No. 15 OF 2024/2025”</b> and Name of Valuation Firm and <b>“Financial Proposal - No. 15 OF 2024/2025”</b>, and Name of Valuation Firm respectively. The two envelopes must be enclosed in a sealed outer envelope, which shall be marked: <b>“Request for Proposal: PREPARATION OF SITEKI TOWN COUNCIL GENERAL VALUATION ROLL – No. 15 OF 2024/2025- Do Not Open before 12:00noon (Swaziland time) on the 16<sup>th</sup> September 2024”</b> and addressed to:  <b>The Town Clerk /CEO</b>  <b>Siteki Town Council</b>  <b>P.O. Box 57, Siteki</b></p> <p>Failure to mark the envelope clearly and accurately may result in rejection of the application.</p> <p>The Proposal should be deposited in the RFP Box situated at <b>Siteki Town Council, Reception, Siteki</b> at the latest by <b>12:00noon (Swaziland time) on the 16<sup>th</sup> September 2024</b>. Late applications will not be considered.</p>
1.7	<b>Evaluation of the Technical Proposals</b>
	<p>Criteria, sub-criteria and point system for the evaluation of Full Technical Proposals are:</p>

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	<b>Criteria</b>	<b>Point</b>
	<b>Profile and experience of the Firm</b> (at least 3 relevant projects)	20
	<b>Response to the Terms of Reference:</b> i) Methodology ii) Work plan iii) Project Completion Schedule	50
	<b>Qualifications of the proposed team, including the team leader:</b> i) Team Leader Qualifications (at least Bsc in Land Economy degree) ii) Team Leader experience (at least 10 years relevant experience) iii) Relevant experience in the SADC region	30
	<b>Total points</b>	<b>100</b>
	The price/cost of each of the technically compliant proposals shall be considered only after evaluation of the above technical criteria	
	The minimum Technical Score (St) required to pass is: <b>70 (seventy) %</b>	
<b>1.8</b>	<b>Evaluation of the Financial Proposals</b>	
	Foreign currency rate will be converted to Lilangeni (SZL) at the official selling rate published by the Central Bank of Swaziland on the day of the latest submission date of the tender.  Evaluation will take place in Lilangeni (SZL) only.	
<b>1.9</b>	<b>Evaluation of Quality Cost Based Proposals</b>	
	The lowest evaluated Financial Proposal (Fm) will be given the maximum financial score (Sf) of 100 points. The financial scores (Sf) of the other Financial Proposals will be computed as follows: $Sf = 100 \times Fm / F$ , in which Sf is the financial score, Fm is the lowest price and F the price of the proposal under consideration. Proposals will be ranked according to their combined technical (St) and financial (Sf) scores using the weights (T = the weight given to the Technical Proposal; P = the weight given to the Financial Proposal; T + P = 1) indicated	

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	<p>in the Data Sheet: <math>S = S_t \times T\% + S_f \times P\%</math>. The firm achieving the highest combined technical and financial score will be invited for negotiations.</p> <p>The weights given to the Technical and Financial Proposals are:  <math>T = 0.6</math>  <math>P = 0.4</math></p>
<b>1.1</b>	<b>Modifications and Withdrawal of RFP</b>
	<p>A Valuation Firm may modify or withdraw its RFP after submission, provided that written notice of the modification is received by the Siteki Town Council prior to the deadline for its submission. A withdrawal notice may also be sent to mkhontamd@stkouncil.co.sz, but followed by a signed confirmation copy. A Valuation Firm's representative shall initial RFP changes or modifications in black ink.</p> <p>No RFP may be modified after the deadline for submission of RFPs.</p> <p>No RFP may be withdrawn in the interval between the deadline for submission of RFPs and the expiration of its validity</p>
<b>1.11</b>	<b>Negotiations</b>
	Expected address for contract negotiations: <b>Siteki Town Council, P.O.Box 57, Siteki</b>
<b>1.12</b>	<b>Commencement of Assignment</b>
	The assignment is expected to commence on or before 23 <sup>rd</sup> September 2024 or immediately after contract award (subject to confirmation by the Local Authority).

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## **Section 2. Technical Proposal - Standard Forms**

Paragraph 9 of “Instruction to Valuers” informs about the format in which the technical proposal shall be submitted.

TECH-1	Technical Proposal Submission Form
TECH-2	Overall Capabilities of the Firm, Questionnaire
TECH-3	Professional Team Assigned
TECH-4	Proposed Methodology, Questionnaire
TECH-5	Timelines
TECH-6	Documents comprising proposal
TECH-7	Declaration of Eligibility

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**FORM TECH-1 TECHNICAL PROPOSAL SUBMISSION FORM**

---

[ Insert Date]

To: Siteki Town Council  
P. O. Box 57  
Siteki

Dear Sirs:

We, the undersigned, offer to provide the valuation of properties services to Siteki Town Council in accordance with your Request for Proposal dated 15<sup>th</sup> **August 2024**, and our Proposal. We are hereby submitting our Proposal, which includes this Technical Proposal, and a Financial Proposal sealed under separate envelopes.

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

If negotiations are held during the period of validity of the Proposal, i.e., before the date indicated in Paragraph 18 of the Instructions to Valuers, we undertake to negotiate on the basis of the proposed staff. Our Proposal is binding upon us and subject to the modifications resulting from Contract negotiations.

We undertake, if our Proposal is accepted, to initiate the valuation services related to the assignment not later than the date indicated in Paragraph 1.12 of the Data Sheet.

We understand Siteki Town Council is not bound to accept the lowest or any proposal you receive.

We remain,

Yours sincerely,

Authorized Signature [*In full and initials*]: \_\_\_\_\_

Name and Title of Signatory:

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

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

(Stamp of the Valuation Firm)

\_\_\_\_\_

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**FORM TECH-2 CONSULTANT'S ORGANIZATION AND EXPERIENCE**

1. What is the size of the firm from which the Valuation would be performed? Please provide information on the number for each level of professional staff in the Valuation firm.	
2. Please provide the number of Valuations performed annually by the Valuation firm.	
3. What experience does the firm have in Local Authorities valuation?	
4. What is the nature of the firm's affiliation with its worldwide firm? If it has	
5. What is the nature of the firm's access to the worldwide firm's knowledge base and other resources to support its work?	
6. What arrangements does the Valuation firm have to ensure that if key personnel (partners, managers, Valuers in charge, specialist Valuers) proposed for the Valuation cannot be made available, must be substituted during the course of the engagement, that similarly qualified and experienced staff can be assigned in their place in a timely fashion?	
7. Are there any legal actions or potential conflicts of interest that may impact the ability to provide the services to the Local Authority?	
8. Can the Valuation firm provide references to support its proposal? Please state three recent references with contact persons and contact details.	

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**FORM TECH-3 COMMENTS AND SUGGESTIONS ON THE TERMS OF REFERENCE AND ON COUNTERPART STAFF AND FACILITIES TO BE PROVIDED BY THE CLIENT**

<p>1. Please provide the organogram structure of the organization in relation to the team to be assigned for the services</p>	
<p>2. Please provide the CVs of the proposed partners, managers, Valuators-in-charge and any specialist Valuators</p>	
<p>3. Note the professional and academic qualifications, years of Valuation experience, recent professional development activities, experience with Valuation of Local Authorities.</p>	
<p>4. What is the time allocation for the various proposed members of the professional team? Please provide a time breakdown by preparation of the Draft Valuation and Valuation court sittings.</p>	

**Certification:**

I, the undersigned, certify that to the best of my knowledge and belief, these CVs correctly describes the, qualifications, and experience of the team to be assigned for the Valuation services. I understand that any wilful misstatement described herein may lead to the firm's disqualification or dismissal, if engaged.

Date

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**FORM TECH-4      DESCRIPTION OF APPROACH, METHODOLOGY AND WORK PLAN FOR  
PERFORMING THE ASSIGNMENT**

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## TECH 5: PROPOSED TIMELINES

ACTIVITY	TIMEFRAME	START AND COMPLETION DATE
a) Consultant briefed by the Siteki Town Council Management..		
b) Consultant provides a schedule setting out the times for visits to Townships.		
c) Issuance of inspection permits to the Consultant as per Section 14 of the Rating Act of 1995.		
d) Consultant provides a list of all postal addresses of property owners in the new urban areas.		
e) Consultant delivers the draft Valuation Roll to the Council.		
f) Review of the Draft General Valuation Roll by the Council (maximum of 30 days).		
g) Submission of amendments to Draft Roll.		
h) Submission of Section 17 notices to the Council ready for posting to property owners.		
i) Gazette Notice prepared and submitted by the Council.		

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j) Consultant's attendance of Valuation Court hearings (within 60 days of Gazette notice).		
k) Revision of roll pursuant to court rulings.		
l) Certification of the General Valuation Roll.		
m) Submission of working papers to the Town Council		

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## FORM TECH-6

## DOCUMENTS COMPRISING THE PROPOSAL (FOR VALUATION FIRM (S))

The Technical Proposal must include the following documents:

- Signed Declaration of Eligibility (TECH-7 below);
- Certified copy of a valid Trading Licence;
- Certified copy of a valid Tax Compliance Certificate;
- Certified copy of an official statement of the Directors and alternative directors (i.e. Form 'J') or owner/s in the case of unincorporated persons;
- Certified copy of an official statement of the annual summary of share capital and shares (i.e. Form 'C' or equivalent) for incorporated persons
- Certified copy of Labour Compliant Certificate (if Valuation Firm is an employer).
- Certified copy of ENPF certificate
- Directors' / Partners' police clearances.
- Original Receipt of E800.00 for the RFP Document.
- A copy of approved registration notice with the Ministry of Housing & Urban Development.

[>>Firm 's Name and Stamp: \_\_\_\_\_>>]

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**FORM TECH-7: DECLARATION OF ELIGIBILITY**

*[The Property Valuation 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 Valuation firm, Address, and Date>>>]

To: The Town Clerk / CEO

**Siteki Town Council**

**P.O. Box 57**

**Siteki**

Dear Sirs,

Re RFP Reference: **RFP NO. 15 OF 2024/25**

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.

Signed .....

Authorised Representative

Date .....

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### Section 3. Financial Proposal - Standard Forms

Financial Proposal Standard Forms shall be used for the preparation of the Financial Proposal according to the instructions provided under paragraph 10 of the Instructions to Valuation Firms.

- FIN-1 Financial Proposal Submission Form
- FIN-2 Summary of Proposal or Activity Costs
- FIN-3 Breakdown of Costs by Activity

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## FORM FIN-1 FINANCIAL PROPOSAL SUBMISSION FORM

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*[Note to Valuation firm(s): This Financial Proposal Submission Form should be on the letterhead of the Valuation firm(s) and should be signed by a person with the proper authority to sign documents that are binding on the entity. It should be included by the Valuation firm in its financial proposal.]*

[>>>Location>>>]

[>>>Date>>>]

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

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

Dear Sirs:

We, the undersigned, declare that:

- (a) We offer to provide the property valuation services for [>>insert a brief description of the Services>>] in conformity with your Request for Proposals and our technical and financial proposals;
- (b) The schedule of prices of our proposal is attached.
- (c) Our proposal shall be valid for a period of [>>specify the number of calendar days>>] days from the date fixed for the proposal submission deadline in accordance with the Request for Proposals, and it shall remain binding upon us, subject to any modifications resulting from negotiations, and may be accepted at any time before the expiration of that period;
- (d) We understand that you are not bound to accept the lowest or any proposal that you receive;

Dated on \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ *[insert date of signing]*

Name: *[insert complete name of person signing the proposal]*

In the capacity of *[insert legal capacity of person signing the proposal]*

Signed: *[signature of person whose name and capacity are shown above]*

Duly authorised to sign the proposal for and on behalf of: *[insert complete name of Tenderer]*

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## FORM FIN - 2 SUMMARY OF COSTS

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

<b>Cost item</b>	<b>Cost (SZL)</b>
Fees (provide detailed rates and descriptions)	
Reimbursable costs <sup>1</sup> (provide detailed rates and descriptions)	
Local taxes (provide detailed rates and descriptions)	
<b>Total</b>	

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

## FORM FIN - 3 BREAKDOWN OF COSTS BY ACTIVITY<sup>1</sup>

Local transportation costs are not to be included.

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N°	Activity <sup>1</sup>							
		1	2	3	4	5	6	7
1								
2								
3								
4								
5								

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## Section 4. General Conditions of the contract

### **GENERAL CONDITIONS OF CONTRACT**

#### **1.1 General Provisions**

#### **1.2 Definitions**

Unless the context otherwise requires, the following terms whenever used in this Contract have the following meanings:

- a) "Applicable Law" means the laws and any other instruments having the force of law in Swaziland, as they may be issued and in force from time to time.
- b) "Contract" means the Contract signed by the Parties and all the attached documents listed in its Clause 1, i.e. these General Conditions (GCC), the Special Conditions (SCC), and the Appendices.
- c) "Contract Price" means the price to be paid for the performance of the Services, in accordance with Clause 6;
- d) "Effective Date" means the date on which this Contract comes into force and effect pursuant to Clause GCC 2.1.
- e) "GCC" means these General Conditions of Contract.
- f) "Government" means the Government of Swaziland.
- g) "Local Currency" means Lilangeni (SZL).
- h) "Member" means any of the entities that make up the joint venture/consortium/association, and "Members" means all these entities.
- i) "Party" means the Local Authority or the Service Provider firm, as the case may be, and "Parties" means both of them.
- j) "Personnel" means persons hired by the Service Provider firm or by any Sub-Service Provider firm(s) and assigned to the performance of the Services or any part thereof.
- k) "Service Provider firm" means any private or public entity that will provide the Services to the Local Authority under the Contract.
- l) "SCC" means the Special Conditions of Contract by which the GCC may be amended or supplemented.
- m) "Services" means the work to be performed by the Service Provider firm pursuant to this Contract, as described in Appendix A hereto.
- n) "Sub-Service Provider firm s" means any person or entity to whom/which the Service Provider firm subcontracts any part of the Services.
- o) "In writing" means communicated in written form with proof of receipt.

#### **1.3 Law Governing Contract**

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

## 1.4 Language

This Contract has been executed in the English language which shall be the binding and controlling language for all matters relating to the meaning or interpretation of this Contract.

## 1.5 Notices

### 1.5.1 Delivery of Notice

Any notice, request or consent required or permitted to be given or made pursuant to this Contract shall be in writing. Any such notice, request or consent shall be deemed to have been given or made when delivered in person to an authorized representative of the Party to whom the communication is addressed, or when sent to such Party at the address specified in the SCC.

### 1.5.2 Change of Address

A Party may change its address for notice hereunder by giving the other Party notice in writing of such change to the address specified in the SCC.

## 1.6 Location

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

## 1.7 Authority of Member in Charge

In case the Service Provider firm consists of a joint venture/ consortium/ association of more than one entity, the Members hereby authorize the entity specified in the SCC to act on their behalf in exercising all the Service Provider firm's rights and obligations towards the Local Authority under this Contract, including without limitation the receiving of instructions and payments from the Local Authority.

## 1.8 Authorized Representatives

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

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## 1.9 Taxes and Duties

The Service Provider firm, Sub-Service Provider firm(s), and their Personnel shall pay such indirect taxes, duties, fees, and other impositions levied under the Applicable Law as specified in the SCC, the amount of which is deemed to have been included in the Contract Price.

## 2. Fraud and Corruption

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

## 2.1 Commission and Fees

It is required that the successful Service Provider firm will disclose any commissions or fees that may have been paid or are to be paid to agents, representatives, or commission agents with respect to the selection process or execution of the contract. The information disclosed must include at least the name and address of the agent, representative, or commission agent, the amount and currency, and the purpose of the commission or fee.

## 3. Commencement, Completion, Modification and Termination of Contract

### 3. Effectiveness of Contract

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

### 4. Commencement of Services

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

### 5. Expiration of Contract

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

### 6. Modifications or Variations

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

## **7. Force Majeure**

### **7.1 Definition**

For the purposes of this Contract, “Force Majeure” means an event which is beyond the reasonable control of a Party and which makes a Party’s performance of its obligations under the Contract impossible or so impractical as to be considered impossible under the circumstances.

### **7.2 No Breach of Contract**

The failure of a Party to fulfil any of its obligations under the contract shall not be considered to be a breach of, or default under, this Contract insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event

(a) has taken all reasonable precautions, due care and reasonable alternative measures in order to carry out the terms and conditions of this Contract, and (b) has informed the other Party as soon as possible about the occurrence of such an event.

### **7.3 Extension of Time**

Any period within which a Party shall, pursuant to this Contract, complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure.

### **7.4 Payments**

During the period of their inability to perform the Services as a result of an event of Force Majeure, the Service Provider firm shall be entitled to continue to be paid under the terms of this Contract, as well as to be reimbursed for additional costs reasonably and necessarily incurred by them during such period for the purposes of the Services and in reactivating the Service after the end of such period.

### **7.5 Termination**

#### **7.5.1 By the Local Authority**

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

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

#### **7.5.2 By the Service Provider firm**

The Service Provider firm(s) may terminate this Contract, by not less than thirty (30) days' written notice to the Local Authority, such notice to be given after the occurrence of any of the events specified in paragraphs (a) through (c).

- a) If the Local Authority fails to pay any money due to the Service Provider firm pursuant to this Contract and not subject to dispute pursuant to Clause GCC 10 hereof within forty-five (45) days after receiving written notice from the Service Provider firm that such payment is overdue.
- b) If, as the result of Force Majeure, the Service Provider firm is unable to perform a material portion of the Services for a period of not less than sixty (60) days.
- c) If the Local Authority fails to comply with any final decision reached as a result of arbitration pursuant to Clause GCC 8 hereof.

#### **7.6 Payment upon Termination**

Upon termination of this Contract, the Local Authority shall make the following payments to the Service Provider firm:

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- a) Payment pursuant to Clause GCC 6 for Services satisfactorily performed prior to the effective date of termination;
- b) Except in the case of termination pursuant to paragraphs (a) through (c), and (f) of Clause **GCC** , **reimbursement** of any reasonable cost incident to the prompt and orderly termination of the Contract, including the cost of the return travel of the Personnel and their eligible dependents.

## **8. Obligations of the Service Provider firm**

### **8.1 General**

#### **8.1.1 Standard of Performance**

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

#### **8.1.2 Conflict of Interests**

The Service Provider firm shall hold the Local Authority's interests' paramount, without any consideration for future work, and strictly avoid conflict with other assignments or their own corporate interests.

#### **8.1.3 Service Provider firm is Not to Benefit from Commissions, Discounts, etc.**

The payment of the Service Provider firm pursuant to Clause GCC 6 shall constitute the Service Provider firm 's only payment in connection with this Contract or the Services, and the Service Provider firm shall not accept for their own benefit any trade commission, discount, or similar payment in connection with activities pursuant to this Contract or to the Services or in the discharge of their obligations under the Contract, and the Service Provider firm shall use their best efforts to ensure that the Personnel, any Sub-Service Provider firm s, and agents of either of them similarly shall not receive any such additional payment.

#### **8.1.4 Service Provider firm and Affiliates Not to be Otherwise Interested in Project.**

The Service Provider firm agrees that, during the term of this Contract and after its termination, the Service Provider firm and any entity affiliated with the Service Provider firm, as well as any Sub-Service Provider firm(s) and any entity affiliated with such Sub-Service Provider firm s, shall be disqualified from providing goods, works or services (other than

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consulting services) resulting from or directly related to the Service Provider firm's Services for the preparation or implementation of the project.

### **8.1.5 Prohibition of Conflicting Activities**

The Service Provider firm shall not engage, and shall cause their Personnel as well as their Sub-Service Provider firm(s) and their Personnel not to engage, either directly or indirectly, in any business or professional activities which would conflict with the activities assigned to them under this Contract.

### **8.1.6 Confidentiality**

Except with the prior written consent of the Local Authority, the Service Provider firm and the Personnel shall not at any time communicate to any person or entity any confidential information acquired in the course of the Services, nor shall the Service Provider firm and the Personnel make public the recommendations formulated in the course of, or as a result of, the Services.

### **8.1.7 Service Provider firm 's Actions Requiring Local Authority's Prior Approval**

The Service Provider firm shall obtain the Local Authority's prior approval in writing before taking any of the following actions:

- (a) Entering into a subcontract for the performance of any part of the Services,
- (b) Appointing such members of the Personnel not listed by name in Appendix C, and
- (c) Any other action that may be specified in the SCC.

### **8.1.8 Reporting Obligations**

- (a) The Service Provider firm shall submit to the Local Authority the reports and documents specified in Appendix B hereto, in the form, in the numbers and within the time periods set forth in the said Appendix.
- (b) Final reports shall be delivered in CD ROM in addition to the hard copies specified in said Appendix.

### **8.1.9 Documents Prepared by the Service Provider firm to be the Property of the Local Authority**

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- (a) All plans, drawings, specifications, designs, reports, other documents and software submitted by the Service Provider firm under this Contract shall become and remain the property of the Local Authority, and the Service Provider firm shall, not later than upon termination or expiration of this Contract, deliver all such documents to the Local Authority, together with a detailed inventory thereof.
- (b) The Service Provider firm may retain a copy of such documents and software. Restrictions about the future use of these documents, if any, shall be specified in the SCC.

### **8.1.11 Service Provider firm 's Personnel**

#### **8.1.11.1 Description of Personnel**

The Service Provider firm shall employ and provide such qualified and experienced Personnel and Sub-Service Provider firm(s) as are required to carry out the Services. The titles, agreed job descriptions, minimum qualifications, and estimated periods of engagement in the carrying out of the Services of the Service Provider firm 's Key Personnel are described in Appendix C. The Key Personnel and Sub-Service Provider firm(s) listed by title as well as by name in Appendix C are hereby approved by the Local Authority.

#### **8.1.11.2 Removal and/or Replacement of Personnel**

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

- (a) If the Local Authority finds that any of the Personnel have
  - (i) committed serious misconduct or have been charged with having committed a criminal action, or
  - (ii) have reasonable cause to be dissatisfied with the performance of any of the Personnel, then the Service Provider firm shall, at the Local Authority's written request specifying the grounds thereof, provide as a replacement a person with qualifications and experience acceptable to the Local Authority.
- (b) The Service Provider firm shall have no claim for additional costs arising out of or incidental to any removal and/or replacement of Personnel.

## **9. Obligations of the Local Authority**

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## 9.1 Assistance

The Local Authority shall use its best efforts to provide the Service Provider firm such assistance as specified in the SCC.

## 9.2 Change in the Applicable Law Related to Taxes and Duties

If, after the date of this Contract, there is any change in the Applicable Law with respect to taxes and duties which increases or decreases the cost incurred by the Service Provider firm in performing the Services, then the remuneration and reimbursable expenses otherwise payable to the Service Provider firm under this Contract shall be increased or decreased accordingly by agreement between the Parties, and corresponding adjustments shall be made to the amounts.

## 9.3 Payments to the Service Provider firm

The Consultant shall submit an invoice for 50% of the contract sum following the satisfaction of the following conditions:

- (i) The first draft Valuation Roll has been submitted for review by the Council and has attended to all queries raised by the review.
- (ii) An invoice of 25% shall follow after the review of the second draft Valuation Roll and all parties is ready for submission to valuation court.
- (iii) The computer database has been installed on the Municipality's Computer and has been demonstrated as satisfying the prescribed standards (See details above).

The remaining 25% will be paid within 30 days of signing of the valuation Roll in accordance with the Rating Act No.4 of 1995 and after Council has received the Consultant's working papers and the computer database has been installed on the Council's computer system and has demonstrated as satisfying the prescribed standards. Tenderers should therefore reflect this pattern of payment in their tender price.

Fees for attending the Valuation Court shall be invoiced by the Consultant after completion of the final hearing.

Council will ensure that each invoice received is settled within 30 days following receipt.

Fees for attending the Valuation Court shall be invoiced by the Consultant after completion of the final hearing.

Council will ensure that each invoice received is settled within 30 days following receipt.

## 9.4 Payment for Additional Services

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

## 9.5 Terms and Conditions of Payment

Payments will be made to the account of the Service Provider firm and according to the payment schedule stated in the SCC. All payments shall be made after the conditions listed in the SCC for such payment have been met, and the Service Provider firm has submitted an invoice to the Local Authority specifying the amount due.

## 9.6 Good Faith

The Parties undertake to act in good faith with respect to each other's rights under this Contract and to adopt all reasonable measures to ensure the realization of the objectives of this Contract.

## 10. Settlement Of Disputes

### 10.1 Amicable Settlement

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

### 10.2 Dispute Resolution

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

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## SITEKI TOWN COUNCIL

### Attachments:

- Annex 1: Specimen layout for the Valuation Roll
- Annex 2: Suggested coding for the Valuation Roll
- Annex 3: Specimen field data sheet
- Annex 4: Prescribed format for fee proposal

### Annex 2: SUGGESTED CODINGS FOR THE SITEKI TOWN COUNCIL VALUATION ROLL

#### Geographical Index:

Title name	Code
Siteki Town	ST
Siteki Urban	SU
Two Sticks	TS
Imvelo Township	IM
Mpumalanga Township	MP
Flametree Park	FL
Crown Land	CL
Farms	F145, F148, F149, F156, F181, F229, F261, F318, F321, F332, F889, F891, F1005, F1014, F1017

#### Land use zones:

The following sets out the various land-use zones, which are currently applied to land in the Siteki urban area. Plans that provide details of land use zones can be viewed at the Siteki Municipality's offices on request.

Residential 1	R1
Residential 2	R2
Residential 3	R3
Business 1	B1
Business 2	B2
Business 3	B3
Special	S
Industrial 1	I1
Industrial 2	I2
Industrial 3	I3

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Commercial	C
Education 1	E1
Education 2	E2
Education 3	E3
Education 4	E4
Education 5	E5
Social and Cultural	SC
Utilities/statutory services	U
Petrol station	P
Repair garage	RG
Petrol garage	PG
Public Open Space	POS
Private Open Space	Pr. Os
Natural Environmental Area	NA
Swazi Nation	SN
Government	G
Existing public roads	PR
Proposed new roads and widenings	PPR

**Actual uses:**

The Consultant should record the actual use that individual plots are used for in the course of their research for the Valuation Roll. The following is a guide to the classifications that should be applied:-

For properties that are used for non-exempt purposes and are therefore taxable(T):

Vacant (V)	TV
<b>Residential (R)</b>	
- Flats/apartments(F)	TRF
- House (H)	TRH
<b>Commercial (C)</b>	
- Offices (O)	TCO
- Industrial (I)	TCI
- Warehouse (W)	TCW
- Shop (S)	TCS
- Hotel (H)	TCH

**For properties that are used for exempt purposes (X):**

Public worship (W)	XRW
School (S)	XRS
Charity (C)	XRC
Health (H)	XRH
Cemetery (H)	XRH
Library (L)	XRH
Public place (P)	XRP

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For properties that are owned by exempt organizations (Z)

**Ngwenyama/Ndlovukazi (N)**

- Vacant ZVN
- Residential ZRN
- Commercial ZCN

**Diplomatic properties (D)**

- Vacant ZVD
- Residential ZRD
- Commercial ZCD

Note – in some cases an exempt property may only be partially exempt. Diplomatic property is an example of this phenomena. In these cases the Council will inform the value:

**Rateable status:**

The rateable status codes are merely to summarise the type of classification given to the property and its owner:

**Non-exempt taxable (T)**

- Vacant TV
- Residential TR
- Commercial TC

**Exempt/non-taxable (X)**

- Vacant X
- Residential XR
- Commercial XC

**General Note:** where plots are under-going substantial improvement works:

Where this is the case the valuer should not anticipate the completion of the works. Instead the value of the plot prior to the completion of the current work should be assessed. The valuer should however indicate in the comments column that the property should be subject to a valuation in the following years in a supplementary Valuation roll, this should be noted by the abbreviation ‘SVR’.

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**ANNEX 3: SPECIMEN FIELD DATA SHEET**

**Location:**

Township ----- Plot number: -----

**Ownership details:**

Name of owner (as registered at Deeds Office) -----

Postal address of owner: -----

Tel No. (If possible) : -----

Identification Number: -----

Signature of owner / occupant: -----

**Property details:**

Area of plot: ----- Area of improved structure -----

Land use zoning (code) ----- Actual use (code) -----

Comments on property that impact on the value (e.g. condition, locality etc) -----

-----  
-----  
-----  
-----

**Valuation details:**

Value of land ----- Value per s.q.m. -----

Value of improvement ----- Value per s.q.m -----

**Supporting material:**

Diagram showing the situation of the property and the dimensions of the building(s) in sketch form is stapled to this sheet (see overleaf).

-----

Inspected by:-----Checked by:----- (qualified valuer) Date:-----

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