

Eswatini Water and Agricultural Development Enterprise (EWADE)



MKHONDVO-NGWAVUMA WATER AUGMENTATION PROJECT (MNWAP)

REQUEST FOR PROPOSALS FOR ARCHITECTURAL AND ENGINEERING CONSULTANCY SERVICES FOR RESETTLEMENT HOMESTEAD

TENDER NUMBER: EWADE/0710

Date: SEPTEMBER 2024

EMPLOYER:

EWADE

P.O. Box 198

Siphofaneni

Eswatini

Tel No: (268) 2411 8600

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ESWATINI WATER & AGRICULTURAL DEVELOPMENT ENTERPRISE LTD
REQUEST FOR PROPOSALS FOR ARCHITECTURAL AND ENGINEERING
CONSULTANCY SERVICES FOR RESETTLEMENT HOMESTEAD
CONTRACT NO.: EWADE/0710

TENDER NOTICE

1. EWADE invites sealed proposals from eligible suitably qualified individual consultants or consultancy firms to submit proposals to provide Architectural and Engineering drawings by generating plans, layout drawings, sketches, 2D & 3D models, and detailed construction drawings including bills of quantities for Homesteads under MNWAP. Tendering will be conducted through the procedures specified in the Procurement Guidelines, 2010 and policies laid down by the Eswatini Public Procurement Procedures, 2016 and the Eswatini Public Procurement Regulatory Agency (ESPPRA).
2. A complete set of the Tender document in English may be obtained by interested Tenderers after payment of a non-refundable tender fee of E350.00 to the Eswatini Water and Agricultural Development Enterprise at the EWADE Siphofaneni Office or downloaded from the ESPPRA website at www.sppra.co.sz. The sale of the tender will commence on the **18th September 2024** during office hours.

All queries relating to the issue of this document, administrative and technical matters should be emailed to tenders@eswade.co.sz.

Office opening hours are: 0730 to 1630 hrs, Monday to Thursday.
0730 to 1530 hrs on Friday.

3. Proposals must be delivered to the address below no later than **1400 hrs on 18th October 2024**. Tenders shall be valid for a period of 90 days after the deadline of Tender submission. Late tenders will be rejected. Tenders will be opened in the presence of the Tenderers' representatives who choose to attend the tender opening at the Conference Room of the EWADE Office in Siphofaneni, at **1410 hrs on the 18th October 2024**.
4. Location of Bid Submission:

Eswatini Water and Agricultural Development Enterprise (EWADE)
EWADE Building, Siphofaneni (MR8)
Siphofaneni
Eswatini

Proposals will be accepted from suitably qualified consultants as well as registered companies. All proposal documentation should be signed, completed, and submitted in accordance with this request for proposal.

5. Packaging and Submission of Proposal

The Consultants/Consultancies must submit **One (1) original** and two (2) copies of the Technical Proposal, and one (1) original and two (2) copies of the Financial Proposal.

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The original and all copies of the Technical Proposal shall be placed in a sealed envelope clearly marked “**Technical Proposal**”.

The original Financial Proposal shall be placed in a separate sealed envelope clearly marked “**Financial Proposal**” followed by the Tender Number, the name of the assignment and name and address of the consultant and with a warning “*Do Not Open With The Technical Proposal.*”

The envelopes containing the Technical and Financial Proposals shall be placed into an outer envelope, which shall be sealed.

The outer envelope SHALL be sealed and marked:

The Chairman of the Tender Board
REQUEST FOR PROPOSALS FOR ARCHITECTURAL AND ENGINEERING
CONSULTANCY SERVICES FOR RESETTLEMENT HOMESTEAD
Tender No. EWADE/0710

“Do not open before 14.00 pm on 18th October 2024”

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PART 1 – Instruction to Tenderers

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REQUEST FOR PROPOSALS FOR ARCHITECTURAL AND ENGINEERING
CONSULTANCY SERVICES FOR RESETTLEMENT HOMESTEAD
CONTRACT NO.: EWADE/0710

INSTRUCTIONS TO TENDERERS

1. Definitions

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

- a) “Client” means Eswatini Water & Agriculture Development Enterprise.
- b) “Applicable Law” means the laws and any other instruments having the force of law in Eswatini, as they may be issued and in force from time to time.
- c) “Consultants/Consultancies” means the entity or person that may provide or provides the Services to the Client under the Contract.
- d) “Contract” means the Contract signed by the Parties and all the attached documents listed in General Conditions (GCC), the Special Conditions (SCC), and the Appendices.
- e) “GCC” means these General Conditions of Contract.
- f) “SCC” means the Special Conditions of Contract by which the GCC may be amended or supplemented.
- g) “Contract Price” means the price to be paid for the performance of the Services, in accordance with Clause 6 of the GCC;
- h) “Effective Date” means the date on which this Contract comes into force and effect pursuant to Clause GCC 2.1.
- i) “Local Currency” means Emalangeni.
- j) “Government” means the Government of Eswatini
- k) “Party” means the Client or the Contractor, as the case may be, and “Parties” means both of them.
- l) “Services” means the work to be performed by the Consultant pursuant to this Contract, as described in this document hereto.
- m) “In writing” means communicated in written form with proof of receipt.
- n) “RFP” means Request for Proposals.
- 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 Client and the Consultant, and expected results and deliverables.
- p) “Coercive practices” means harming or threatening to harm, directly or indirectly, persons, or their property, to influence their participation in a procurement process or affect the execution of a contract.

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- q) “Collusive practices” mean a scheme or arrangement between two or more consultants or consultancies, with or without the knowledge of the procuring entity, designed to establish tender prices at artificial, non-competitive levels.
- r) “Corrupt practice” means the offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence the action of a public officer in the procurement process or in contract execution

2. Introduction

The Client will select Consultants/Consultancies in accordance with the method of selection specified in the Data Sheet.

Consultants/Consultancies are invited to submit a Technical Proposal and a Financial Proposal for this 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.

The Client will make timely available relevant data, information and reports upon signing of contract.

Consultants/Consultancies shall bear all costs associated with the preparation and submission of their proposals and contract negotiation.

The Client 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 Consultants/Consultancies.

The Consultants/Consultancies shall submit one original proposal only and the required number of copies.

3. Participating Consultants/Consultancies

Only Consultants/Consultancies that have relevant experience and expertise to supply the services as specified in the Data Sheet.

4. Conflict of Interest

The Consultants/Consultancies are required to provide professional, objective, and impartial service at all time and hold the Contractor’s interest paramount, strictly avoid conflicts with other assignments or their own corporate interests and act without any consideration for future work.

Without limitation on the generality of the foregoing, the Consultants/Consultancies shall be considered to have conflict of interest and shall not be eligible for selection, under any of the circumstances set forth:

- i) Consultants/Consultancies shall not be hired for any assignment that, by its nature, may be in conflict with other assignments of the Consultants/Consultancies to be executed for the same Contractor.
- ii) A Consultants/Consultancies that has a business or family relationship with a member of the Contractor’s staff who is directly or indirectly involved in any part of (a) the preparation of the Terms of Reference of the assignment, (b) the selection process for such assignment, or (c) supervision of the contract, may not be awarded a Contract.

Consultants/Consultancies have an obligation to disclose any situation of actual or potential conflict that impacts their capacity to serve the best interest of the Client, or that

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may reasonably be perceived as having this effect. Failure to disclose said situations may lead to the disqualification of the Consultant or the termination of the contract.

5. Commissions The Consultants/Consultancies 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 Consultants/Consultancies is awarded the Contract, as requested in the Financial Proposal submission form.

6. Validity The Data Sheet indicates how long the Consultants/Consultancies Proposal must remain valid after the submission date. During this period, the Client will make best effort to complete negotiations with the Consultant. Should the need arise, however, the Client, may request Consultants to extend the validity period of their proposals.

Consultants/Consultancies who agree to such extension shall confirm in writing. Consultants/Consultancies who do not agree have the right to refuse to extend the validity of their proposals.

7. Clarification and Amendment of RFP Documents Consultants/Consultancies 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 Client's email address indicated in the Data Sheet. The Client will respond in writing or electronic copies of the response (including an explanation of the query but without identifying the source of inquiry) to all Consultants/Consultancies that have shown interest to submit a proposal. Should the Client deem necessary to amend the RFP as a result of a clarification, it shall do so following the procedure detailed below:

At any time before the submission of Proposals, the Client, may amend the RFP by issuing an addendum in writing or by standard electronic means.

The Proposal, as well as all related correspondence exchanged by the Consultant and the Client, shall be written in the English language.

8. Preparation of Proposal In preparing their Proposal, Consultants/Consultancies 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.

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9. Preparation of Technical Proposal

Consultants/Consultancies are required to submit a Full Technical Proposal. The Technical Proposal shall provide the information indicated in the following paragraphs, from (a) to (f) using the attached Standard Forms:

- a. Technical Form-1 requires the tenderer to complete the technical submission form and append the authorized signature of the Consultants/Consultancies.
- b. Technical Form-2 requires the tenderer to give timelines (in months) for completion of different activities for the assignment.
- c. Technical Form-3 requires the tenderer to complete the Declaration of Eligibility confirming that the Consultant/Consultancies meets the criteria for eligibility to participate in public procurement.
- d. Technical Form-4 requires the tenderer to provide comments and modification to the Terms of Reference proposed to improve performance in carrying out the assignment.
- e. Technical Form-5 requires the Tenderers to provide the Consultancy organogram relating to the proposed staff to be assigned as well as signed CVs and hours to be spent for each proposed staff member/specialist.
- f. Technical Form-6 requires the tenderers to give a description of the approach, methodology to be applied for this assignment.

10. Preparation of Financial Proposal

The Financial Proposal shall be prepared using the attached Standard Forms, which prescribe the required minimum data and information. The Consultants/Consultancies may provide additional details if appropriate. It shall list all costs associated with the assignment, including, but not necessarily limited to: (a) remuneration for Consultants/Consultancies and (b) reimbursable expenses. If appropriate, these costs should be broken down by activity and, if appropriate, into foreign and local expenditures. The Consultant is to price each lot separately and 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.

The Consultants/Consultancies 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 Client under the Contract.

The Consultants/Consultancies must express the price of their services in Emalangenji unless otherwise specified in the Data Sheet. Commissions and gratuities, if any, paid or to be paid by Consultant and related to the assignment will be listed in the following paragraphs, from (a) to (d) using the attached Standard Forms:

- a) Financial Form-1 requires the consultant to complete the financial proposal submission form
- b) Financial Form-2 requires the consultant to complete the summary of proposal or activity cost which will taxes and reimbursable to be charged
- c) Financial Form-3 requires the consultant to detail costs to be charged by proposed specialists to provide the service

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- d) Financial Form-4 requires the consultant to complete the summary of reimbursable costs.

11.Packing and Submission of Proposal

The original proposal (Technical Proposal and Financial Proposal) shall contain no interlineations or overwriting, except as necessary to correct errors made by the Consultants/Consultancies. The Consultant who signed the proposal must initial such corrections. Submission letters for both Technical and Financial Proposals should respectively be in the format of Technical and Financial Forms.

The Consultants/Consultancies shall initial all pages of the original Technical and Financial Proposals. The signed Technical and Financial Proposals shall be marked “Original”.

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 shall prevail.

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.

12.Late Date for Submission of Proposal

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

13.Opening of Technical Proposals

The Client shall open the Technical Proposal immediately after the deadline for their submission. The envelopes with the Financial Proposal shall remain sealed and securely stored.

From the time the Proposals are opened to the time the Contract is awarded, the Consultants/Consultancies should not contact the Client on any matter related to its Technical and/or Financial Proposal. Any effort by Consultants/Consultancies to influence the Client in the examination, evaluation, ranking of Proposals, and recommendation for award of Contract may result in the rejection of the Consultant/Consultancies’ Proposal.

14.Evaluation of Technical Proposal

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

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.

After the technical evaluation is completed and the Tender Committee has provided the approval, the Client shall inform the Consultants/Consultancies who have submitted

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proposals the technical scores obtained by their Technical Proposals, and shall notify those Consultants/Consultancies whose Proposals did not meet the minimum qualifying mark or were considered nonresponsive to the RFP and TOR, that their Financial Proposals will be returned unopened after completing the selection process.

The Client shall simultaneously notify in writing Consultants/Consultancies that have secured the minimum qualifying mark, the date, time and location for opening the Financial Proposals as specified in the Data Sheet. The opening date should allow Consultants sufficient time to make arrangements for attending the opening. Consultants/Consultancies attendance at the opening of Financial Proposals is optional.

15. Opening of Financial Proposal

Financial Proposals shall be opened publicly in the presence of the Consultants/Consultancies who choose to attend. The name of the Consultants/Consultancies and the technical scores of the Consultants' shall be read aloud. The Financial Proposal of the Consultants 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 Consultants who request it.

16. Evaluation of Financial Proposal

The financial proposal evaluation will be done separately. The Evaluation Committee will correct any computational/arithmetical 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.

The Evaluation Committee will convert prices in various currencies to the single currency specified in the Data Sheet. The official currency exchange rates used, provided by the source indicated in the Data Sheet, will be those in effect on the date indicated in the Data Sheet. The evaluation shall exclude those taxes, duties, fees, levies, and other charges imposed under the applicable law; and to be applied to foreign and non-permanent resident Consultants/Consultancies.

17. Evaluation of Consultants Selection

The lowest evaluated Financial Proposal (Fm) will be given the maximum financial score (Sf) of 100 points for the lot under evaluation. The financial scores (Sf) for the other Financial Proposals will be computed as indicated in the Data Sheet. Proposals will be ranked according to their combined technical (St) and financial (Sf) scores using the weights (T = the weight given to the Technical Proposal; P = the weight given to the Financial Proposal; T + P = 1) indicated in the Data Sheet: $(s) = St \times T\% + Sf \times P\%$. The Consultant achieving the highest combined technical and financial score under evaluation will be invited for negotiations. The ranking of consultants according to their Combined scores will be done separately.

18. Place and Time of Negotiations

Negotiations will be held at the date and address indicated in the Data Sheet. The invited Consultants/Consultancies will confirm availability and the Client will not negotiate with a representative of the Consultants/Consultancies. Failure in satisfying in attending the negotiations may result in the Client proceeding to negotiate with the next-ranked Consultants/Consultancies.

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19. Technical Negotiations

Negotiations will include a discussion of the Technical Proposal, the proposed technical approach and methodology, work plan, and any suggestions made by the Consultant to improve the Terms of Reference. The Client and the Consultant/Consultancies will finalize the Terms of Reference, 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 Client to ensure satisfactory implementation of the assignment. The Client shall prepare minutes of negotiations which will be signed by the Client and the Consultants/Consultancies.

20. Financial Negotiations

The financial negotiations will include a clarification (if any) of the Consultants/Consultancies’ tax liability in the Client’ 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 nor other proposed unit rates. Before contract negotiations, the Client will require assurances that the Consultants/Consultancies will be available. The Client will not consider substitutions during contract negotiations.

Negotiations will conclude a review of the draft Contract. To complete negotiations the Client and the Consultant will initial the agreed Contract. If negotiations fail, the Client will invite the Consultant whose Proposal received the second highest score to negotiate a Contract.

After completing negotiations, the Client shall award the Contract to the selected Consultant/Consultancy or Consultants/Consultancies and after Contract signature, promptly notify all Consultants who have submitted proposals.

Information relating to evaluation of Proposals and recommendations concerning awards shall not be disclosed to the Consultants/Consultancies 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

The Consultants/Consultancies 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.

Consultants/Consultancies should be aware that a Consultant 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 Eswatini.

23. Intention to Award

All bidders are required to provide their e-mail addresses to the Client through which they will be notified on the intention to award on the day that the intention is sent to Eswatini Public Procurement Agency (SPPRA). A notice of Intention to Award shall be sent to all consultants and also published to the SPPRA website at least 10 days before the contract award.

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INSTRUCTIONS TO TENDERERS - TENDER DATA SHEET

Clause No.	Amendments of, and Supplements to, Clauses in the Instruction to Tenderers
2	<p>Method of Selection: Quality and Cost Base Selection (QCBS)</p> <p>Name of Assignment: REQUEST FOR PROPOSALS FOR ARCHITECTURAL AND ENGINEERING CONSULTANCY SERVICES FOR RESETTLEMENT HOMESTEAD UNDER MNWAP.</p>
6	<p>Validity of Proposal: The Proposal must remain valid for 90 days after the submission date.</p>
7	<p>Clarification and Amendment of RFP Documents: Clarifications may be requested in writing (email only), but not later than 06th September 2024. The address for requesting clarifications is: tenders@eswade.co.sz.</p>
8	<p>Preparation of Proposal: Only Consultant Firms are required to submit the following documents that form part of administrative compliance to the RFP. Not Applicable</p>

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Preparation of Technical Proposal:

The following documents shall be included as Appendices to the Technical Proposal of Consultants/Consultancies when tendering:

- a. Technical Form-1 requires the tenderer to complete the technical submission form and append the authorized signature of the Consultants/Consultancies.
- b. Technical Form-2 requires the tenderer to give timelines (in months) for completion of different activities for the assignment.
- c. Technical Form-3 requires the tenderer to complete the Declaration of Eligibility confirming that the Consultant/Consultancies meets the criteria for eligibility to participate in public procurement.
- d. Technical Form-4 requires the tenderer to provide comments and modification to the Terms of Reference proposed to improve performance in carrying out the assignment.
- e. Technical Form-5 requires the Tenderers to provide the Consultancy organogram relating to the proposed staff to be assigned as well as signed CVs and hours to be spent for each proposed staff member/specialist.
- f. Technical Form-6 requires the tenderers to give a description of the approach, methodology to be applied for this assignment.
- g. Technical Form-7 Consultant’s Organization, Experience and Financial Standing

9

- A- Consultant’s Financial Standing
- B- Consultant’s Organization
- C- Consultant’s Experience
- D- Other Documents Comprising the Proposal

As required in Form TECH-7, Part D, the following documents shall be included as Appendices to the Technical Proposal. In case of a joint venture or consortium each member must provide the documents:

- Certified copy of Trading licence or equivalent for foreign consultants;
- Original and Valid Tax compliance certificate or equivalent for foreign consultants;
- Certified copy of current Company Registration or equivalent for foreign consultants.
- Certified copy of an official statement of the Directors, alternative directors, managers and auditors of the company (Form ‘J’ for Eswatini Companies);
- Certified copy of an official Statement of the Annual Summary of Shares Capital and Shares (Form ‘C’ for Eswatini Companies); and
- Certified Copies of Identity Documents of Company Directors;
- Labour Compliance Certificate or applicable equivalent for foreign consultants;

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	<ul style="list-style-type: none"> • Police Clearance for all Company Directors for ESwatini Companies; • Certificate of Registration with Eswatini Construction Industry Council is mandatory after award of contract. Construction Industry Council (CIC) Act,2013. <p>The above documents (Technical Form-7) form part of administrative compliance of Consultant Firms ONLY</p>
<p>10</p>	<p>Preparation of the Financial Proposal:</p> <p>All Consultants/Consultancies must take note that a withholding tax of 15% on the gross amount paid shall be levied on payment made to non-Swati resident companies in respect of services performed in Eswatini.</p> <p>Information on taxes may be obtained from the following:</p> <p>The Commissioner General</p> <p>P.O. Box 186</p> <p>Mbabane</p> <p>Kingdom of Eswatini</p> <p>Tel. +268 2406 4050 (contact centre)</p>

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11	<p>Packing and Submission of the Proposal:</p> <p>The Consultants/Consultancies must submit One (1) original and two (2) copies of the Technical Proposal, and one (1) original and two (2) copies of the Financial Proposal.</p> <p>The original and all copies of the Technical Proposal shall be placed in a sealed envelope clearly marked “Technical Proposal”.</p> <p>The original Financial Proposal shall be placed in a separate sealed envelope clearly marked “Financial Proposal” followed by the Tender Number, the name of the assignment and name and address of the consultant and with a warning “Do Not Open with The Technical Proposal.”</p> <p>The envelopes containing the Technical and Financial Proposals shall be placed into an outer envelope, which shall be sealed.</p> <p>The outer envelope SHALL be sealed and marked:</p> <p>The Chairman of the Tender Committee Request For Proposals for Architectural And Engineering Consultancy Services for Resettlement Homestead Tender No. EWADE/0710</p> <p>“Do not open before 14.00 pm on 18th October 2024”</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 Tender Box situated at the Eswatini Water & Agriculture Development Enterprise (EWADE) Office, EWADE Building, Siphofaneni MR8, Siphofaneni latest by 1400 hrs on the 18th October 2024. Late applications will not be considered.</p>
12	<p>Late Date for Submission of Proposal</p> <p>Proposals must be delivered to the address below no later than 1400 hrs on 18th October 2024</p> <p>Location of Bid Submission:</p> <p>Eswatini Water and Agricultural Development Enterprise (EWADE) EWADE Building Siphofaneni MR8 Siphofaneni Eswatini</p>

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14	<p>Evaluation of Technical Proposals:</p> <p>The Technical Proposals shall be evaluated based on the following aspects:</p> <table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 70%;">Work plan and Methodology</td> <td style="text-align: right;">30%</td> </tr> <tr> <td>Relevant Professional Experience and Previous Relevant Assignment taken</td> <td style="text-align: right;">30%</td> </tr> <tr> <td>Qualifications</td> <td style="text-align: right;">20%</td> </tr> <tr> <td>Understating of the Assignment</td> <td style="text-align: right;">20%</td> </tr> </table> <p>Only proposals that have scored a minimum of 70% in the technical proposal will proceed to the evaluation of the financial bids.</p> <p>Grading guide for technical competency is outlined in Annex 1.</p>	Work plan and Methodology	30%	Relevant Professional Experience and Previous Relevant Assignment taken	30%	Qualifications	20%	Understating of the Assignment	20%
Work plan and Methodology	30%								
Relevant Professional Experience and Previous Relevant Assignment taken	30%								
Qualifications	20%								
Understating of the Assignment	20%								
16	<p>Evaluation of Financial Proposals:</p> <p>Foreign currency rate will be converted to Lilangeni (SZL) at the official selling rate published by the Central Bank of Eswatini on the day of the submission date of the tender.</p> <p>Evaluation will take place in Lilangeni (SZL) only.</p> <p>The Financial Proposal shall list all costs associated with the assignment, including (a) remuneration for staff, and (b) reimbursable expenses. If appropriate, these costs should be broken down by activity showing unit cost per any staff category.</p> <p>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.</p> <p>The firm shall be subject to local taxes (such as: value added, income taxes or withholding tax) on amounts payable by the Client under the Contract.</p> <p>Evaluation of Financial proposals will be evaluated for each qualifying submission and financial scoring and ranking will be done. Only Financial Proposals from firms that have obtained the minimum score of 70% will be opened. The rest will be returned, unopened.</p> <p>Financial proposals will be checked for completeness and arithmetic errors. The formula for determining the Financial Score is the following:</p> <p>$S_f = 100 \times F_m / F$, in which S_f is the financial score, F_m is the lowest price and F the price of the proposal under consideration.</p> <p>Final score to be awarded to each proposal.</p> <p>The weights given to the Technical and Financial Proposals are:</p> <p>$T = 0.75$</p>								

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	<p>$P = 0.25$</p> <p>After applying the weights, the scores (Technical and Financial) will be added to determine the final ranking of the proposals. Negotiations will then be held with the consultant having the highest ranked proposal in the Lot under consideration.</p>
17	<p>Evaluation of Firms Selection Proposals:</p> <p>The lowest evaluated Financial Proposal (Fm) for each lot will be given the maximum financial score (Sf) of 100 points. The financial scores (Sf) of the other Financial Proposals will be computed as follows: $Sf = 100 \times Fm / F$, in which Sf is the financial score, Fm is the lowest price and F the price of the proposal under consideration.</p> <p>Proposals will be ranked according to their combined technical (St) and financial (Sf) scores using the weights (T = the weight given to the Technical Proposal; P = the weight given to the Financial Proposal; T + P = 1) indicated in the Data Sheet: $S = St \times T\% + Sf \times P\%$. The firm achieving the highest combined technical and financial score will be invited for negotiations.</p> <p>The weights given to the Technical and Financial Proposals are:</p> <p>$T = 0.75$</p> <p>$P = 0.25$</p>
18 & 19 & 20	<p>Negotiations:</p> <p>Expected address for contract negotiations: Eswatini Water & Agriculture Development Enterprise, EWADE Building, Siphofaneni, Eswatini. The negotiations will be held with the Consultant or Consultants considered for award. Award will be done separately for each lot, where the consultant obtaining the highest score in the lot under consideration will be considered for negotiations towards award of that lot.</p>
21	<p>Commencement of Assignment:</p> <p>The assignment is expected to commence on or before _____ 2024 or immediately after contract signing (subject to confirmation by the Client).</p>

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ANNEXURES

Annex 1: Grading system for Evaluation of Technical Proposal

Technical evaluation shall be carried out on the basis of the following criteria points (100 points). For Consulting Firms, the submission must first be compliant to the administrative requirements.

A. Work Plan and Methodology

This category will assess the overall presentation of the proposal, degree of clarity and thoroughness which the sections address. **(30/100)**.

- Technical approach, methodology and understanding the terms of reference. **(Maximum points 15 points)**.
- Consultant work plan **(maximum 10 points)**
- Organisation and staffing **(maximum 5 points)**

B. Relevant Professional Experience and Previous Relevant Assignment taken

This will assess the previous assignments that the consultant has done and evaluate their relevance to this assignment. **(30/100)**.

- Relevance of assignment in nature and discipline **(maximum 15 points)**
- Relevance in magnitude (contract value) **(Maximum 10 points)**
- Working with donor funded projects **(Maximum 5 points)**

C. Qualifications of Key Professional Staff and competence for the assignment

The evaluation shall be based on the qualifications for the proposed personnel for the assignment on the basis of the curriculum vitae as presented by the tenderer in the technical proposal standard forms. **(Points 20/100)**.

D. Understanding the Assignment

The consultant, in proposal, is expected to respond to the ToR's contained in this Request for Proposal document. The evaluation panel will closely examine the Consultant's technical proposal to determine if it responds to the key requirements of the assignment. **(Points 20/100)**

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TECHNICAL PROPOSAL – STANDARD FORMS

Paragraph 9 of ‘Instructions to Tenderers’ informs about, the format in which the Technical Proposal shall be submitted.

TECH-1 Technical Submission Sheet Form

TECH-2 Proposed Timelines

TECH-3 Declaration of Eligibility

TECH-4 Comments or Suggestions on the Terms of Reference

TECH-5 Professional Team Assigned, Curriculum Vitae (CV) and Task Assignments

TECH-6 Description of the Approach, Methodology and Work Plan for Performing the Assignment

TECH-7 Consultant’s Organization, Experience and Financial Standing

- A. Consultant’s Financial Standing
- B. Consultant’s Organization
- C. Consultant’s Experience
- D. Other Documents Comprising the Proposal

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FORM TECH-1: TECHNICAL PROPOSAL SUBMISSION FORM

[>>>Location, Date>>>]

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

Dear Sirs:

We, the undersigned, offer to provide the consulting services for [>>short description of what the Consultants are required to do>>] in accordance with your Request for Proposal dated [>>>Insert date>>>] and our Proposal. We are hereby submitting our Proposal, which includes this Technical Proposal, and a Financial Proposal sealed under a separate envelope.

We are submitting our Proposal in association with: [>>Insert a list with full name and address of consultant or each associated consultant>>]

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, 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 consulting services related to the assignment not later than the date _____ 2024.

We understand the Government of the Kingdom of ESwatini is not bound to accept the lowest or any proposal.

Yours sincerely,

Authorized Signature: _____

Name and Title of Signatory: _____

Name of Consultant: _____

Address: _____

[Stamp of the Firm/Consultant]

TECHNICAL FORM – 2: PROPOSED TIMELINES

ACTIVITY	TIMEFRAME	START AND COMPLETION DATE

Name of Consultant/Consultancy Firm:

Date:

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FORM TECH-3: DECLARATION OF ELIGIBILITY

In accordance with the requirements of the Procurement Regulations issued in accordance with the terms of Section 26 of the Finance and Audit Act No. 18 of 1967 AND Part 5, Procurement Principles, Methods and Rules of the Procurement Act, 2011 all Consultants must meet the following criteria, to be eligible to participate in public procurement

[Consultants must provide a signed declaration on their company letterhead in the following format. If the Proposal is being presented by a joint venture or consortium all members must sign each their declaration. In the event of an individual consultant then the consultants address.]

[>>> Name of Consultant, Address, and Date>>>]

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

Dear Sirs

Re Tender Reference [>>>Proposal Reference Number>>>]

In accordance with the eligibility requirements of the Procurement Regulations and the Proposal documents we hereby declare that:-

- (a) We, including any joint venture partners or consortium partners, are a legal entity and have the legal capacity to enter into the contract;
- (b) 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 not the subject of legal proceedings for any of the foregoing;
- (c) We have fulfilled our obligations to pay taxes and social security contributions;
- (d) 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) That we do not have a conflict of interest in relation to the procurement requirement.

Signed

Date

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TECHNICAL FORM – 4: COMMENTS AND SUGGESTIONS ON THE TERMS OF REFERENCE

A - On the Terms of Reference

Job Title:	Individual/Consulting Firm
Location	MNWAP
Reporting to:	Engineering Manager
Main Purpose of the Job	To provide a total of 5,185m ² of Architectural and Engineering drawings by generating plans, layout drawings, sketches, 2D & 3D models, and detailed construction drawings including BoQ's for 104 Homesteads under MNWAP.
Key Responsibilities	<p>The main responsibilities of the Draughtsman will include but not be limited to the following:</p> <ul style="list-style-type: none"> • Prepare drawings using computer assisted drafting systems (CAD) or by hand. • Produce 2D & 3D CAD drawings and associated documentation using computer assisted drafting systems (CAD) or drafting machines or by hand using compasses, dividers, protractors, triangles, and other drafting devices. • Work to an agreed schedule to ensure that both project and individual timelines are achieved. • Draw maps, diagrams, and profiles, using cross-sections and surveys, to represent elevations, topographical contours, subsurface formations, and structures. • Correlate, interpret, and modify data obtained from topographical surveys, well logs, and geophysical prospecting reports. • Review rough sketches, drawings, specifications, and other engineering data received from civil engineers to ensure that they conform to design concepts. • Preparing, reviewing, and redrafting alongside the engineering team. • Ensuring final designs are compliant with building regulation standards. • Printing CAD drawing schematics for use by architects, construction managers, and contractors. • Generate infrastructure layouts and general arrangement drawings in 3D using 3D models. • Produce long sections, typical sections, and details of infrastructure. • Issuing drawings for review, information, or construction.
Qualifications and Experience	<ul style="list-style-type: none"> • At least a Diploma in Building Studies, Diploma in Civil Engineering, Diploma in Architecture or similar field from a recognized university/college. • At least 7 years of experience in Design & Draughtsman with AutoCAD software. • Added advantage: <ul style="list-style-type: none"> ○ Multi-Disciplinary Drawing Office Practices (MDDOP). ○ AUTODESK AUTOCAD 3D Training (Certificate Required). ○ Registration as professional engineer with a recognized accreditation body would be an added advantage'.

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TECHNICAL FORM – 5: PROFESSIONAL TEAM ASSIGNED

1. Please provide the organogram structure of the company/team in relation to the team to be assigned for the study.	
2. Please provide the CVs of the proposed professional staff and any specialist. Note: the professional and academic qualifications, years of experience, recent professional development activities, experience with similar assignments	
3. Details of tasks assigned – list all tasks to be performed under this assignment. Time allocation for the various proposed members of the professional team.	
4. Work undertaken that best illustrates the capability to handle the assigned tasks.	

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 business development service. I understand that any willful misstatement described herein may lead to the firm’s disqualification or dismissal, if engaged.

Authorized Signature

Date: _____

(Day/Month/Year)

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TECHNICAL FORM – 6: PROPOSED METHODOLOGY

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TECH-7 CONSULTANT’S ORGANIZATION, EXPERIENCE AND FINANCIAL STANDING

- A. Consultant’s Financial Standing
- B. Consultant’s Organization
- C. Consultant’s Experience
- D. Other Documents Comprising the Proposal

A - Consultant’s Financial Standing

Following financial information shall be provided:

- Certified copies of the financial statements for the last three years
- Certified bank account details: name of bank, branch, main account number, type of account and year of account opening.

B - Consultant’s Organization

[A brief description of the Consultants’ organization]

C - Consultant’s Experience

[Use the format below to provide information on each assignment for which your firm and each associate for this assignment were legally contracted either individually as a corporate entity or as one of the major companies within an association, for carrying out consulting services similar to the ones requested under this assignment. Use up to 20 pages.]

Assignment name:	Approx. value of the contract [>>>Amount in Emalangeni in figures and in words>>>]:
Country: Location within country:	Duration of assignment (months):
Name of Client:	Total N ^o of staff-months of the assignment:
Address:	Approx. value of the services provided by your firm under the contract [>>>Amount in Emalangeni in figures and in words>>>]:
Start date [>>> month/year>>>]: Completion date [>>> month/year>>>]:	N ^o of professional staff-months provided by associated Consultants:

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Name of associated Consultants, if any:	Name of senior professional staff of your firm involved and functions performed (indicate most significant profiles such as Project Director, Project Coordinator, Team Leader):
Narrative description of Project:	
Description of actual services provided by your staff within the assignment:	

D – Other Document’s Comprising the Proposal

The Technical Proposal must include the following documents:

- i. Certified copy of Trading licence or equivalent for foreign consultants;
- ii. Original and Valid Tax compliance certificate or equivalent for foreign consultants;
- iii. Certified copy of current Company Registration or equivalent for foreign consultants;
- iv. Certified copy of an official statement of the Directors, alternative directors, managers and auditors of the company (Form ‘J’ for Eswatini Companies);
- v. Certified copy of an official Statement of the Annual Summary of Shares Capital and Shares (Form ‘C’ for Eswatini Companies); and
- vi. Certified Copies of Identity Documents of Company Directors;
- vii. Labour Compliance Certificate or applicable equivalent for foreign consultants;
- viii. Police Clearance for all Company Directors for ESwatini Companies;
- ix. Certificate of Registration with Eswatini Construction Industry Council is mandatory after award of contract. Construction Industry Council (CIC) Act,2013.

[>>Firm’s Name and Stamp: _____>>]

The above documents (Technical Form-7) form part of administrative compliance of Consultant Firms **ONLY**

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FINANCIAL PROPOSAL - STANDARD FORMS

Financial Proposal Standard Forms shall be used for the preparation of the Financial Proposal according to instructions provided under para. 10 of the ‘Instructions to Consultants’.

FIN-1 Financial Proposal Submission Form

FIN-2 Summary of Proposal or Activity Costs

FIN-3 Summary of Fees

FIN-4 Summary of Reimbursables

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FORM FIN-1: FINANCIAL PROPOSAL SUBMISSION FORM

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

[>>>>Location>>>>]

[>>>>Date>>>>]

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

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

Dear Sirs:

We, the undersigned, declare that:

- (a) We offer to provide the consulting services for [>>>>insert a brief description of the Services>>>>] in conformity with your Request for Proposals and our technical and financial proposals;
- (b) The total price of our proposal is Emalangenis: [>>>>insert the total proposal price in words and figures>>>>], inclusive of local taxes [amend if local taxes are not required to be included];
- (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 of the 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 PROPOSAL OR ACTIVITY COST

[Note to Tenderers: Tenderers may reproduce this form in landscape format, but are responsible for its accurate reproduction]

State activity name or name of total proposal: _____

Cost item	Cost (Emalangen)
Draughting Fees (5,185m ²)	
Reimbursable	
Local taxes	
Sub-totals	

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FORM FIN-3: SUMMARY OF FEES

[Note to Tenderers: Tenderers may reproduce this form in landscape format but are responsible for its accurate reproduction. Complete this form for the total proposal or for each activity as indicated in the ‘Invitation to Consultants’. Where required, enter separate rates for home and field work.]

State activity name or total proposal: _____

Currency: **Emalangeni**

Name	Position	Input Qty	Unit (Days/months etc)	Rate	Total
Total					

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FORM FIN-4: SUMMARY OF REIMBURSABLES

Note to Tenderers: Tenderers may reproduce this form in landscape format, but are responsible for its accurate reproduction. Complete this form for the total proposal or for each activity as appropriate.

State activity name or total proposal: _____

Currency: _____

Cost item	Quantity	Unit of Measure	Unit Price (SZL)	Total Price (SZL)
Fees	5,185	M ²		
Reimbursable				
Local taxes				
Subtotals				

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PART 2 – Terms of Reference (ToR)

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ESWATINI WATER & AGRICULTURAL DEVELOPMENT ENTERPRISE LTD
REQUEST FOR PROPOSALS FOR ARCHITECTURAL AND ENGINEERING
CONSULTANCY SERVICES FOR RESETTLEMENT HOMESTEAD
CONTRACT NO.: EWADE/0710

TERMS OF REFERENCE

1.1 BACKGROUND

The Mkhondvo-Ngwavuma Water Augmentation Project (MNWAP) is an infrastructure and irrigation project located on the Ngwavuma River and is aimed at poverty alleviation in the Shiselweni Region of the Kingdom of Eswatini. The overall objective of the project is to harvest, store, and supply irrigation water which will be conveyed from the Mpakeni dam via a distribution pipeline downstream of the proposed dam site. Thus, Mpakeni Dam aims to satisfy water requirements for the proposed development of an area under irrigation measuring approximately 5,000 hectares for those one under component 1. The project will affect 104 homesteads that will be physically resettled. The Government of the Kingdom of Eswatini through the Eswatini Water and Agricultural Development Enterprise (EWADE) intends to relocate all the homesteads that are within the Mpakeni Dam buffer zone (PMF) and therefore seeks the services of architectural and engineering drawings to design the affected structures.

1.2 SCOPE

To provide a total of 5,185m² of Architectural and Engineering drawings by generating plans, layout drawings, sketches, 2D & 3D models, and detailed construction drawings including BoQ's for the Homesteads under MNWAP. The main responsibilities of the Draughtsman will include but not be limited to the following:

- Prepare drawings using computer assisted drafting systems (CAD) or by hand.
- Produce 2D & 3D CAD drawings and associated documentation using computer assisted drafting systems (CAD) or drafting machines or by hand using compasses, dividers, protractors, triangles, and other drafting devices.
- Work to an agreed schedule to ensure that both project and individual timelines are achieved.
- Draw maps, diagrams, and profiles, using cross-sections and surveys, to represent elevations, topographical contours, subsurface formations, and structures.
- Correlate, interpret, and modify data obtained from topographical surveys, well logs, and geophysical prospecting reports.
- Review rough sketches, drawings, specifications, and other engineering data received from civil engineers to ensure that they conform to design concepts.
- Preparing, reviewing, and redrafting alongside the engineering team.
- Ensuring final designs are compliant with building regulation standards.
- Printing CAD drawing schematics for use by architects, construction managers, and contractors.
- Generate infrastructure layouts and general arrangement drawings in 3D using 3D models.
- Produce long sections, typical sections, and details of infrastructure.
- Issuing drawings for review, information, or construction.

1.3 Deliverables and Reporting

The Consultant shall report directly to the EWADE Engineering Manager or his appointee and will prepare reports as agreed with the Client.

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The Consultant shall prepare and submit the following:

- A Report outlining the proposed methodology and work plan overview of Engineering drawings by generating plans, layout drawings, sketches, 2D & 3D models, and detailed construction drawings.
- Submit and present a Monthly Report of the assignment.
- Submit and present a Bills of Quantities (BoQ`s) of the plans draw.

The Employer shall review all the above reports and provide comments in a timely manner.

1.4 Key Personnel

Qualifications:

Demonstrated competences and experience in carrying out similar projects:

- At least a Diploma in Building Studies, Diploma in Civil Engineering or a Diploma in Architecture or similar filed from a recognised university/college.
- At least 7 years of experience in Design & Draughting with AutoCAD software.
- Added advantage:
 - Multi-Disciplinary Drawing Office Practices (MDDOP).
 - AUTODESK AUTOCAD 3D Training (Certificate Required)
 - Registration as professional engineer with a recognized accreditation body would be an added advantage’

1.5 Duration of Contract

The overall duration of the assignment covered by this ToR is 90 working days (3 calendar months) from the date of contract signature. The exact number of days must be proposed in a workplan by the consultant, as must the distribution of days between the different tasks.

1.6 Language of Assignment

The language of the assignment shall be English Language.

1.7 Payment Terms

The payments will be issued as per the following, upon submission total square meters of plans drawn.

The Consultant will be responsible for all their logistical needs including workspace, office support, and organization of workshops, communications, and transportation.

Proposal Format

Technical Proposal

Technical Proposal Standard Forms shall be used by each individual consultant/ consultant firm for the preparation of the Technical Proposal according to instructions provided.

TECH-1 Technical Submission Sheet Form

TECH-2 Proposed Timelines

TECH-3 Declaration of Eligibility

TECH-4 Comments or Suggestions on the Terms of Reference and on Counterpart Staff and Facilities to be provided by the Client

TECH-5 Professional Team Assigned, Curriculum Vitae (CV) and Task Assignments

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TECH-6 Description of the Approach, Methodology and Work Plan for Performing the Assignment

Financial Proposal

Financial Proposal Standard Forms shall be used by each individual consultant for the preparation of the Financial Proposal according to instructions provided.

- FIN-1 Financial Proposal Submission Form
- FIN-2 Summary of Proposal or Activity Costs
- FIN-3 Summary of Fees
- FIN-4 Summary of Reimbursable

Evaluation Criteria for Technical Proposals

Work plan and Methodology	30%
Relevant Professional Experience and Previous Relevant Assignment taken	30%
Qualifications	20%
Understating of the Assignment	20%

Only proposals that have scored a minimum of 70% in the technical proposal will proceed to the evaluation of the financial bids.

Grading guide for technical competency is outlined in Annex 1.

Evaluation of Financial Proposals

Only Financial Proposals from consultants that have obtained no Fail will be opened. The rest will be returned, unopened.

Financial proposals will be checked for completeness and arithmetic errors. The formula for determining the Financial Score is the following:

$S_f = 100 \times F_m / F$, in which S_f is the financial score, F_m is the lowest price and F the price of the proposal under consideration. Final score to be awarded to each proposal.

Final score to be awarded to each proposal

The weights given to the Technical and Financial Proposals are:

$$T = 0.75$$
$$P = 0.25$$

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The bid prices of technically qualified consultants will be used to determine the final ranking of the proposals, the lowest priced being ranked no.1. Negotiations will then be held with the consultant having the highest ranked proposal. Negotiations will be held separately for each individual consultant.

For more information:

Please pay attention to the section on instructions to consultants to confirm eligibility. Queries relating to the issue of these documents, administrative and technical matters may be addressed to: Tel No. +268-2344 1671/72, E-mail tenders@eswade.co.sz.

PART 3 – Contract

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FORM OF CONTRACT

CONTRACT FOR

REQUEST FOR PROPOSALS FOR ARCHITECTURAL AND ENGINEERING CONSULTANCY SERVICES FOR RESETTLEMENT HOMESTEAD FOR ARCHITETURAL DRAUGHTSMAN

between

Eswatini Water and Agricultural Development Enterprise Ltd

EWADE

and

Dated:

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FORM OF CONTRACT

This CONTRACT (hereinafter called the “Contract”) is made the XXXXXX 20...., between, on the one hand, Eswatini Water and Agricultural Development Enterprise Ltd (hereinafter called the “Client”) and, on the other hand, XXXXXXXXXXXX (hereinafter called the “Consultant”).

WHEREAS

- (a) the Client has requested the Consultant to provide certain consulting services as defined in this Contract (hereinafter called the “Services”);
- (b) the Consultant, having represented to the Client that it has the required professional skills, has agreed to provide the Services on the terms and conditions set forth in this Contract;

NOW THEREFORE the parties hereto hereby agree as follows:

1. The following documents attached hereto shall be deemed to form an integral part of this Contract:

- (a) The General Conditions of Contract;
- (b) The Special Conditions of Contract;
- (c) The following Appendices:

Appendix A: Description of Services

Appendix B: Reporting Requirements

Appendix C: Key Qualifications and Experience of Consultant

Appendix D: Breakdown of Contract Price

Appendix E: Services and Facilities Provided by the Client

Appendix F: Clarification Letter

2. The mutual rights and obligations of the Client and the Consultant shall be as set forth in the Contract, in particular:

- (a) the Consultants shall carry out the Services in accordance with the provisions of the Contract; and
- (b) the Client shall make payments to the Consultants in accordance with the provisions of the Contract.

IN WITNESS WHEREOF, the Parties hereto have caused this Contract to be signed in their respective names as of the day and year first above written.

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For and on behalf of Eswatini Water and Agricultural Development Enterprise Ltd

Chief Executive Officer

Named Consultant

This day: 2024

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2 GENERAL CONDITIONS OF CONTRACT

GENERAL PROVISIONS

1.1 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 the Kingdom of Eswatini, as they may be issued and in force from time to time.
- (b) “Consultant” means any entity that will provide the Services to the Client under the Contract.
- (c) “Contract” means the Contract signed by the Parties and all the attached documents listed in its Clause 1 that is these General Conditions (GCC), the Special Conditions (SCC), and the Appendices.
- (d) “Contract Price” means the price to be paid for the performance of the Services, in accordance with Clause 6;
- (e) “Effective Date” means the date on which this Contract comes into force and effect pursuant to Clause GCC 2.1.
- (f) “GCC” means these General Conditions of Contract.
- (g) “Government” means the Government of the Kingdom of Eswatini
- (h) “Local Currency” means Emalangeni (SZL)
- (i) “Member” means any of the entities that make up the joint venture/ consortium/ association, and “Members” means all these entities.
- (j) “Party” means the Client or the Consultant, as the case may be, and “Parties” means both of them.
- (k) “Personnel” means a person hired by the Consultant or by any Sub-Consultant and assigned to the performance of the Services or any part thereof.
- (l) “SCC” means the Special Conditions of Contract by which the GCC may be amended or supplemented.
- (m) “Services” means the work to be performed by the Consultant pursuant to this Contract, as described in Appendix A hereto.
- (n) “Sub – Consultants” means any person or entity to whom/ which the Consultant subcontracts and or part of the Services.
- (o) “In writing” means communicated in written form with proof of receipt.
- (p) “project” means the project as described in Appendix A.

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- 1.2 Law Governing Contract** This Contract, its meaning and interpretation, and the relation between the Parties shall be governed by the Applicable Law.
- 1.3 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.
- 1.4 Notices**
- 1.4.1 Delivery Notice** of 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.
- 1.4.2 Change Address** of 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.
- 1.5 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 Eswatini or elsewhere, as the Client may approve.
- 1.6 Authority Member Charge** of In case the Consultant consists of a joint venture/ consortium/ association in of more than one entity, the Members hereby authorize the entity specified in the SCC to act on their behalf in exercising all the Consultant's rights and obligations towards the Client under this Contract, including without limitation the receiving of instructions and payments from the Client.
- 1.7 Authorized Representatives** Any action required or permitted to be taken, and any document required or permitted to be executed under this Contract by the Client or the Consultant may be taken or executed by the officials specified in the SCC.
- 1.8 Taxes and Duties** The Consultant, 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.
- 1.9 Fraud and Corruption** and Any Consultant who engages in corrupt, collusive or fraudulent practices will have their proposals rejected and may further be subject to prosecution under the laws of Eswatini.
- 1.9.1 Commission and Fees** It is required that the successful Consultant will disclose any commissions or fees that may have been paid or are to be paid to agents, representatives, or commission agents with respect to the selection process or execution of the contract. The information disclosed must include at least the name and address of the agent, representative, or commission agent, the amount and currency, and the purpose of the commission or fee.

COMMENCEMENT, COMPLETION, MODIFICATION AND TERMINATION OF CONTRACT

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- 2.1 Effectiveness of Contract** of 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.
- 2.2 Commencement of Services** of The Consultant shall begin carrying out the Services not later than the number of days after the Effective Date specified in the SCC.
- 2.3 Expiration of Contract** of Unless terminated earlier pursuant to Clause GCC 2.6, this Contract shall expire at the end of the time period after the Effective Date, as specified in the SCC.
- 2.4 Modifications or Variations** of 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.
- 2.5 Force Majeure**
- 2.5.1 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.
- 2.5.2 No Breach of Contract** of 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.
- 2.5.3 Extension of Time** of 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.
- 2.5.4 Payments** During the period of their inability to perform the Services as a result of an event of Force Majeure, the Consultant 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.
- 2.6 Termination**
- 2.6.1 By the Client** The Client may terminate this Contract in case of the occurrence of any of the events specified in paragraphs (a) through (i) of this Clause GCC 2.6.1. In such an occurrence the Client shall give not less than thirty

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(30) days' written notice of termination to the Consultant, and sixty (60) days' in the case of the event referred to in (e).

- (a) If the Consultant 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 Client may have subsequently approved in writing.
- (b) If the Consultant becomes insolvent or bankrupt.
- (c) If the Consultant, in the judgment of the Client has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.
- (d) If, as the result of Force Majeure, the Consultant are unable to perform a material portion of the Services for a period of not less than sixty (60) days.
- (e) If the Client, in its sole discretion and for any reason whatsoever, decides to terminate this Contract.
- (f) If the Consultant fails to comply with any final decision reached as a result of arbitration proceedings pursuant to Clause GCC 8 hereof.
- (g) If the outcome of a project phase is that the project is not feasible the Client has the right to stop work after any phase;
- (h) Services in respect of the relevant phases of the Project will be terminated if the Client does not secure the consent of all parties to the Tripartite Permanent Technical Committee (TPTC) in terms of the Interim IncoMaputo Agreement (IIMA);
- (i) Services in respect to the Project phase shall be terminated, if the Client is unable to secure Project funding from the Government of Eswatini in any given fiscal year.

2.6.2 By the Consultant The Consultants may terminate this Contract, by not less than thirty (30) days' written notice to the Client, such notice to be given after the occurrence of any of the events specified in paragraphs (a) through (c) of this Clause GCC 2.6.2:

- (a) If the Client fails to pay any money due to the Consultant pursuant to this Contract and not subject to dispute pursuant to Clause GCC 7 hereof within forty-five (45) days after receiving written notice from the Consultant that such payment is overdue.
- (b) If, as the result of Force Majeure, the Consultant is unable to perform a material portion of the Services for a period of not less than sixty (60) days.

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- (c) If the Client fails to comply with any final decision reached as a result of arbitration pursuant to Clause GCC 8 hereof.

2.6.3 Payment upon Termination Upon termination of this Contract pursuant to Clauses GCC 2.6.1 or GCC 2.6.2, the Client shall make the following payments to the Consultant:

- (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 2.6.1, 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.

2.7 Suspension

2.7.1 By the Client In the following circumstances the Client may suspend the Services selected below, giving at least 14 days' notice to the Consultant and the Consultant shall immediately make arrangements to stop the Services and minimise expenditure:

- (a) Services in respect of the relevant phase of the Project will be suspended if the Client does not secure the consent of all parties to the Tripartite Permanent Technical Committee (TPTC) in terms of the Interim IncoMaputo Agreement (IIMA).
- (b) Services in respect to the Project phases shall be suspended, if the Client is unable to secure Project funding from the Government of Eswatini in any given fiscal year.

2.7.2 By the Consultant After giving the Client at least 14 days' notice that payment is overdue, the Consultant may at his discretion and without prejudice to the right to terminate, may suspend or continue suspension of performance of the whole or part of the Service.

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OBLIGATIONS OF THE CONSULTANT

3.1 General

3.1.1 Standard of Performance The Consultant shall perform the Services and carry out their obligations hereunder with all due diligence, efficiency and economy, in accordance with generally accepted professional standards and practices, and shall observe sound management practices, and employ appropriate technology and safe and effective equipment, machinery, materials and methods. The Consultant shall always act, in respect of any matter relating to this Contract or to the Services, as faithful advisers to the Client, and shall at all times support and safeguard the Client's legitimate interests in any dealings with Sub-Consultants or third Parties.

3.2 Conflict of Interests The Consultant shall hold the Client's interests paramount, without any consideration for future work, and strictly avoid conflict with other assignments or their own corporate interests.

3.2.1 Consultants Not to Benefit from Commissions, Discounts, etc. The payment of the Consultant pursuant to Clause GCC 6 shall constitute the Consultant's only payment in connection with this Contract or the Services, and the Consultant 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 Consultant shall use their best efforts to ensure that the Personnel, any Sub-Consultants, and agents of either of them similarly shall not receive any such additional payment.

3.2.2 Consultant and Affiliates Not to be Otherwise Interested in Project The Consultant agrees that, during the term of this Contract and after its termination, the Consultant and any entity affiliated with the Consultant, shall be disqualified from providing goods, works or services (other than consulting services) resulting from or directly related to the Consultant's Services for the preparation or implementation of the project.

3.2.3 Prohibition of Conflicting Activities The Consultant shall not engage, and shall cause their Personnel as well as their Sub-Consultants 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.

3.3 Confidentiality Except with the prior written consent of the Client, the Consultant 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 Consultant and the Personnel make public the recommendations formulated in the course of, or as a result of, the Services.

3.4 Insurance to be Taken Out by the Consultant The Consultant (a) shall take out and maintain, and shall cause any Sub-Consultants to take out and maintain, at their (or the Sub-Consultants', as the case may be) own cost but on terms and conditions approved by

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the Client, insurance against the risks, and for the coverage, as shall be specified in the SCC; and (b) at the Client's request, shall provide evidence to the Client showing that such insurance has been taken out and maintained and that the current premiums have been paid.

- 3.5 Consultant's Actions Requiring Client's Prior Approval** The Consultant shall obtain the Client'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.
- 3.6 Reporting Obligations**
- (a) The Consultant shall submit to the Client 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 electronic format (original word and excel documents, pdf files of work and excel files, autocad format for drawings) in addition to the hard copies specified in said Appendix.
- 3.7 Documents Prepared by the Consultant to be the Property of the Client**
- (a) All plans, drawings, specifications, designs, reports, other documents and software submitted by the Consultant under this Contract shall become and remain the property of the Client, and the Consultant shall, not later than upon termination or expiration of this Contract, deliver all such documents to the Client, together with a detailed inventory thereof.
 - (b) The Consultant 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.

CONSULTANT'S PERSONNEL

- 4.1 Description of Personnel** The Consultant shall employ and provide such qualified and experienced Personnel and Sub-Consultants 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 Consultant's Key Personnel are described in Appendix C. The Key Personnel and Sub-Consultants listed by title as well as by name in Appendix C are hereby approved by the Client.
- 4.2 Removal and/or Replacement of Personnel**
- (a) Except as the Client may otherwise agree, no changes shall be made in the Key Personnel. If, for any reason beyond the reasonable control of the Consultant, such as retirement, death, medical incapacity, among others, it becomes necessary to replace any of the Key Personnel, the

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

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

OBLIGATIONS OF THE CLIENT

- 5.1 Assistance and Exemptions** The Client shall use its best efforts to ensure that the Government shall provide the Consultant such assistance and exemptions as specified in the SCC.
- 5.2 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 Consultant in performing the Services, then the remuneration and reimbursable expenses otherwise payable to the Consultant under this Contract shall be increased or decreased accordingly by agreement between the Parties, and corresponding adjustments shall be made to the amounts referred to in Clauses GCC 6.2 (a) or (b), as the case may be.
- 5.3 Services and Facilities** The Client shall make available free of charge to the Consultant the Services and Facilities listed under Appendix F.

PAYMENTS TO THE CONSULTANT

- 6.1 Lump-Sum Payment** The total payment due to the Consultant shall not exceed the Contract Price which is an all-inclusive fixed lump-sum covering all costs required to carry out the Services described in Appendix A. Except as provided in Clause 5.2, the Contract Price may only be increased above the amounts stated in Clause 6.2 if the Parties have agreed to additional payments in accordance with Clause 2.4.
- 6.2 Contract Price** (a) The price payable in foreign currency/currencies is set forth in the SCC.
(b) The price payable in local currency is set forth in the SCC.
- 6.3 Payment for Additional Services** For the purpose of determining the remuneration due for additional services as may be agreed under Clause 2.4, a breakdown of the lump-sum price is provided in Appendices D and E.
- 6.4 Terms and Conditions of Payment** Payments will be made to the account of the Consultant and according to the payment schedule stated in the SCC. Unless otherwise stated in the SCC, the first payment shall be made against the provision by the Consultant of an advance payment guarantee for the same amount, and shall be valid for the

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period stated in the SCC. Such guarantee shall be in the form set forth in Appendix G hereto, or in such other form, as the Client shall have approved in writing. Any other payment shall be made after the conditions listed in the SCC for such payment have been met, and the Consultant has submitted an invoice to the Client specifying the amount due.

GOOD FAITH

- 7.1 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.

SETTLEMENT OF DISPUTES

- 8.1 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.

- 8.2 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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3 SPECIAL CONDITIONS OF CONTRACT

No. of GCC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
1.4	<p><u>Client:</u></p> <p>Client: Eswatini Water and Agricultural Development Enterprise Ltd</p> <p>Address: EWADE Building P.O. Box 198 Siphofaneni Eswatini</p> <p>Phone: +268 2411 8600</p> <p>Email: lusip2@eswade.co.sz</p> <p><u>Consultant:</u></p> <p>Consultant:</p> <p>Address:</p> <p>Phone:</p> <p>Contact Person:</p>
1.7	<p>The Authorized Representatives are:</p> <p>For the Client:</p> <p>For the Consultant:</p>
1.8	<p>Regarding Taxes and Duties:</p> <p>(1) the Consultant, Sub-Consultants and Personnel, and their eligible dependents, shall follow the usual customs procedures of Government's country in importing property into Eswatini ; and</p> <p>(2) if the Consultant, Sub-Consultants or Personnel, or their eligible dependents, do not withdraw but dispose of any property in Eswatini upon which customs duties and taxes have been exempted, the Consultant, Sub-Consultants, or Personnel, as the case may be, (i) shall bear such customs duties and taxes in conformity with the regulations of Eswatini, or (ii) shall reimburse them to the Client, if they were paid by the Client, at the time the property in question was brought into Eswatini.</p>

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2.1	This Contract shall come into effect on the date the Contract is signed by both parties.
2.2	The Consultant shall commence carrying out the Services not later than 7 (seven) days after the effective date.
2.3	Unless terminated earlier, this Contract shall expire in 90 days (3 calendar months) after the effective date. At the discretion of the Client and with the agreement of the Parties the Contract may be extended according to time interval agreed upon by both Parties.
2.5.4	Where required by the Client the Consultant shall submit timesheets to the EWADE Project Manager for approval.
3.3	All key personnel working on the project will be requested to sign a declaration of impartiality and confidentiality.
3.4	The risks to be covered by the Consultant and eventual Sub-consultants shall be as follows: (a) Third Party motor vehicle liability insurance in respect of motor vehicles operated in Eswatini by the Consultant or its Personnel or any Sub-Consultants, or their Personnel, with a minimum coverage in accordance with the applicable law. (b) Employer's liability and workers' compensation insurance in respect of the Personnel of the Consultant and of any Sub-Consultants, in accordance with the relevant provisions of the Applicable Law, as well as, with respect to such Personnel, any such life, health, accident, travel or other insurance as may be appropriate. (c) Insurance in accordance with the relevant provisions of the applicable law in Eswatini against loss of or damage to (i) equipment purchased in whole or in part with funds provided under this Contract, (ii) the Contractor's property used in the performance of the Services, and (iii) any documents prepared by the Consultant in the performance of the Services.
3.5 (c)	Further to what is required in GCC3.5(a) GCC3.5(b), the following actions require the Client's prior approval: None
3.7 (b)	The Consultant shall not use these documents and software for purposes unrelated to this Contract without the prior written approval of the Client

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5.1	The Client will assist the Consultant such assistance and exemptions as follows: For international consultants, this includes assistance with obtaining visas and work permits.
6.2(a)	The amount payable in foreign currency may be specified in GBP, USD and Euros.
6.2(b)	The amount payable in local currency is Lilangeni (SZL).
6.4	<p>The Consultant shall submit invoices as per the payment schedule after the Client has approved the specified works. Payments shall be made promptly by the Procuring Entity and not later than thirty-five (35) days after submission of an eligible invoice or claim by the Consultant.</p> <p>Specified works:</p> <ul style="list-style-type: none"> i. Submission and detailed homestead plan ii. Submission of Bills of quantities iii. Submission of Final report <p>The accounts are:</p> <p>For Local currency:</p>
8.2	<p>In the event the Parties fail to reach a resolution of the Dispute within thirty (30) days after a Party's initial request for resolution, either Party may submit the Dispute for arbitration in accordance with the arbitration rules of the Kingdom of Eswatini then in effect.</p> <p>In any such arbitration, the Parties agree that each shall bear its own costs, including without limitation the costs and fees of attorneys, except in cases when the arbitrator allocates all or a portion of the prevailing party's costs to the non-prevailing Party. The language used during arbitration shall be English and the arbitration ruling shall be final and binding on the Parties.</p>

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4 APPENDICES

APPENDIX A – DESCRIPTION OF SERVICES

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APPENDIX B - REPORTING REQUIREMENTS

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APPENDIX A – DESCRIPTION OF SERVICES

A1 - Terms of Reference

A2 – Technical Approach and Methodology

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APPENDIX B - REPORTING REQUIREMENTS

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APPENDIX C – KEY QUALIFICATIONS AND EXPERIENCE OF CONSULTANT

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APPENDIX D - BREAKDOWN OF CONTRACT PRICE

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APPENDIX E - SERVICES AND FACILITIES PROVIDED BY THE CLIENT

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APPENDIX F – CLARIFICATION LETTER

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END OF DOCUMENT

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