

GOVERNMENT OF THE KINGDOM OF ESWATINI

PROPOSAL NUMBER: EWADE/0713

REQUEST FOR PROPOSALS FOR LUSIP II PUMP STATIONS MAINTENANCE SERVICES

EWADE - LOWER USUTHU SMALLHOLDER IRRIGATION PROJECT (LUSIP) II - PUMP STATION, RTUs and PLCs MAINTENANCE

**Eswatini Water and Agricultural Development Enterprise Ltd
EWADE Building
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ESWATINI**

September 2024

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SECTION 1

INSTRUCTIONS TO SERVICE PROVIDERS

DEFINITIONS

- (a) "Client" means the agency with which the selected Service Provider signs the Contract for the Services
- (b) "Service Provider" means any entity or person that may provide or provides the Services to the Client under the Contract
- (c) "Contract" means the Contract signed by the Parties and all the attached documents that is the General Conditions (GCC), the Special Conditions (SCC), and the Appendices
- (d) "Data Sheet" means such part of the Instructions to Service Providers used to reflect specific assignment conditions
- (e) "Day" means calendar day
- (f) "Government" means the government of Eswatini
- (g) "Instructions to Service Providers" means the document which provides Service Providers with all information needed to prepare their Proposals
- (h) "LOI" (Section 1 of the RFP) means the Letter of Invitation being sent by the Client to the Service Providers
- (i) "Personnel" means professionals and support staff provided by the Service Provider or by any Sub-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 Eswatini; "Local Personnel" means such professionals and support staff who at the time of being so provided had their domicile inside Eswatini
- (j) "Proposal" means the Technical Proposal and the Financial Proposal
- (k) "RFP" means this Request For Proposals
- (l) "Services" means the work to be performed by the Service Provider pursuant to the Contract
- (m) "Sub-Service Provider" means any person or entity with whom the Service Provider subcontracts any part of the Services
- (n) "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 Service Provider, and expected results and deliverables of the assignment.

1. Introduction

- 1.1 The Client named in the Data Sheet will select a consulting firm/organization (the Service Provider) in accordance with the method of selection specified in the Data Sheet.
- 1.2 Service Providers are invited to submit a Technical Proposal and a Financial Proposal for maintenance services required for the assignment named in the Data Sheet. The Proposal will be the basis for contract negotiations and

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ultimately for a signed Contract with the selected Service Provider.

- 1.3 Service Providers should familiarize themselves with local conditions and take them into account in preparing their Proposals. To obtain first-hand information on the assignment and local conditions, Service Providers are encouraged to visit the Client before submitting a proposal and to attend a pre-proposal conference if one is specified in the Data Sheet.

Service Providers should contact the Client's representative named in the Data Sheet to arrange for their visit or to obtain additional information on the pre-proposal conference. Service Providers should ensure that these officials are advised of the visit in adequate time to allow them to make appropriate arrangements.

- 1.4 The Client will timely provide at no cost to the Service Providers the inputs and facilities specified in the Data Sheet, assist the firm in obtaining licenses and permits needed to carry out the services, and make available relevant project data and reports.

- 1.5 Service Providers 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 Service Providers.

2. Conflict of Interest

- 2.1 Service Providers are required to provide professional, objective, and impartial advice and at all times hold the Client's interest's 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 recruited, under any of the circumstances set forth below:

(i) A firm that has been engaged by the Client to provide goods, works or services other than consulting services for a project, and any of its affiliates, shall be disqualified from providing consulting services related to those goods, works or services. Conversely, a firm hired to provide consulting services for the preparation or implementation of a project, and any of its affiliates, shall be disqualified from subsequently providing goods or works or services other than consulting services resulting from or directly related to the firm's consulting services for such preparation or implementation.

For the purpose of this paragraph, services other than consulting services are defined as those leading to a measurable physical output, for example surveys, exploratory drilling, aerial photography, and satellite imagery.

(ii) A Service Provider (including its Personnel and Sub-Service Providers) 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 Client. For example, a Service Provider 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 Service Provider assisting a Client in the privatization of public assets shall not purchase, nor advise purchasers of such assets. Similarly, a Service Provider hired to prepare Terms of Reference for an assignment should not be hired for the assignment in question.

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(iii) A Service Provider (including its Personnel and Sub-Service Providers) that has a business or family relationship with a member of the Client'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.

- 2.3 Service Providers have an obligation to disclose any situation of actual or potential conflict that impacts their capacity to serve the best interest of their Client, or that may reasonably be perceived as having this effect. Failure to disclose said situations may lead to the disqualification of the Service Provider or the termination of its Contract.

3. Association

- 3.1 If a shortlisted Service Provider could derive a competitive advantage from having provided consulting services related to the assignment in question, the Client shall make available to all shortlisted Service Providers together with this RFP all information that would in that respect give such Service Provider any competitive advantage over competing Service Providers.

4. Commissions

- 4.1 Service Providers 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

5. One Proposal

- 5.1 Shortlisted Service Providers may only submit one proposal. If a Service Provider submits or participates in more than one proposal, such proposals shall be disqualified. However, this does not limit the participation of the same Sub-Service Provider, including individual experts, to more than one proposal.

6. Validity

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

Service Providers 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 Providers could submit new staff in replacement, who would be considered in the final evaluation for contract award. Service Providers who do not agree have the right to refuse to extend the validity of their Proposals.

7. Clarification and Amendment of RFP Documents

- 7.1 Service Providers 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, or by standard electronic means to the Client's address indicated in the Data Sheet. The Client will respond in writing, or by standard electronic means and will send written copies of the response (including an explanation of the query but without identifying the source of inquiry) to all Service Providers. Should the

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Client deem it necessary to amend the RFP as a result of a clarification, it shall do so following the procedure detailed below.

- 7.2 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 addendum shall be sent to all Service Providers and will be binding on them. Service Providers shall acknowledge receipt of all amendments. To give Service Providers reasonable time in which to take an amendment into account in their Proposals the Client may, if the amendment is substantial, extend the deadline for the submission of Proposals.

8. Preparation of Proposals

- 8.1 The Proposal, as well as all related correspondence exchanged by the Service Providers and the Client, shall be written in the English language.
- 8.2 In preparing their Proposal, Service Providers 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.
- 8.3 While preparing the Technical Proposal, Service Providers must give particular attention to the following:
- 8.4 In preparing their Proposal, Service Providers 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.
- 8.5 While preparing the Technical Proposal, Service Providers must also give particular attention to the following:
- (a) The estimated number of Professional staff-months for executing the assignment shall be shown in the Data Sheet, the Proposal shall be based on the number of Professional staff-months estimated by the Service Providers.
- (b) Alternative professional staff shall not be proposed, and only one Curriculum Vitae (CV) may be submitted for each position.

9. Preparation of the Technical Proposal

- 9.1 A list of required documentation is given in Form TECH-2, Part D. The technical proposal must include these documents.
- 9.2 Service Providers are required to submit a Full Technical Proposal. The Technical Proposal shall provide the information indicated in the following paras from (a) to (g) using the attached Standard Forms:
- (a) For the Technical Proposal, evidence of the Service Provider's financial standing must be provided in the form of certified copies of financial statements and banking details, as stated in Form TECH-2, Part A, followed by a brief description of the Service Providers' organization and an outline of the Service Provider's recent experience of a similar nature as required in Form TECH-2, Part B and C. For each assignment, the outline should indicate the names of Sub-Service Providers/ Professional staff who participated, duration of the assignment, contract amount, and Service Provider's involvement. Information should be provided only for those assignments for which the Service Provider was legally contracted by the Client as a corporation or as one of the major firms within a joint venture. Assignments completed by individual Professional staff working privately or through other consulting firms cannot be claimed as the experience of the Service Provider, or that of the Service Provider's associates, but can be claimed by the Professional staff themselves in their CVs. Service Providers should be prepared to substantiate the claimed experience if so, requested by the Client.

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(b) Form TECH-2 (D) request that the Service Provider include certified copies of trading licence, tax clearance certificate, form 'J' and form 'C', or for foreign Service Providers similar documents.

(c) Comments and suggestions on the Terms of Reference including workable suggestions that could improve the quality/ effectiveness of the assignment; and on requirements for counterpart staff and facilities including: administrative support, office space, local transportation, equipment, data, etc. to be provided by the Client (Form TECH-3).

(d) A description of the approach, methodology and work plan for performing the assignment covering the following subjects: technical approach and methodology, work plan, and organization and staffing schedule. Guidance on the content of this section of the Technical Proposals is provided under Form TECH-4. The work plan should be consistent with the Work Schedule (Form TECH-8) which will show in the form of a bar chart the timing proposed for each activity.

(e) The list of the proposed Professional staff team by area of expertise, the position that would be assigned to each staff team member, and their tasks (Form TECH-5).

(f) Estimates of the staff input (staff-months of foreign and local professionals) needed to carry out the assignment (Form TECH-7). The staff-months input should be indicated separately for home office and field activities, and for foreign and local Professional staff.

(g) CVs of the Professional staff signed by the staff themselves or by the authorized representative of the Professional Staff (Form TECH-6).

(h) A detailed description of the proposed methodology and staffing for training, if the Data Sheet specifies training as a specific component of the assignment.

(i) Declaration of Eligibility (Form TECH-9) all Service Providers must meet the criteria set out in Form TECH – 9 in order to be eligible to participate in public procurement

- 9.3 The Technical Proposal shall not include any financial information. A Technical Proposal, which contains financial information, may be declared nonresponsive.

10. Preparation of the Financial Proposal

- 10.1 The Financial Proposal shall be prepared using the attached Standard Forms. It shall list all costs associated with the assignment, including (a) remuneration for staff (foreign and local, in the field and at the Service Providers' home office), and (b) reimbursable expenses. If appropriate, these costs should be broken down by activity and, if appropriate, into foreign and local expenditures.
- 10.2 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.
- 10.3 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, levies) on amounts payable by the Client under the Contract.

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- 10.4 Service Providers 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 Providers and related to the assignment will be listed in the Financial Proposal Forms.

11. Packing And Submission of Proposal

- 11.1 The original proposal (Technical Proposal and Financial Proposal; shall contain no interlineations or overwriting, except as necessary to correct errors made by the Service Providers 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
- 11.2 An authorized representative of the Service Providers shall initial all pages of the original Technical and Financial Proposals. The authorization shall be in the form of a written power of attorney accompanying the Proposal 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".
- 11.3 The Technical Proposal shall be marked "Original" or "Copy" as appropriate. The Technical Proposals shall be sent to the addresses referred to in para 12.1 and in the number of copies indicated in the Data Sheet. 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.
- 11.4 The original and all copies of the Technical Proposal shall be placed in a sealed envelope clearly marked "Technical Proposal" Similarly, the original Financial Proposal shall be placed in a sealed envelope clearly marked "Financial Proposal" followed by the Tender Number and the name of the assignment, 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 and sealed.
- This outer envelope shall bear the submission address and reference number and be clearly marked "Do Not Open before 11h00hrs local time on Monday 17th September 2024". The Client shall not be responsible for misplacement, losing or premature opening if the outer envelope is not sealed and/or marked as stipulated. This circumstance may be a case for Proposal rejection.
- If the Financial Proposal is not submitted in a separate sealed envelope duly marked as indicated above, this will constitute grounds for declaring the Proposal non-responsive.

12. Latest Date for Submission

- 12.1 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

- 13.1 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.
- 13.2 From the time the Proposals are opened to the time the Contract is awarded, the Service Providers should not contact the Client on any matter related to its

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Technical and/or Financial Proposal. Any effort by Service Providers to influence the Client in the examination, evaluation, ranking of Proposals, and recommendation for award of Contract may result in the rejection of the Service Providers' Proposal.

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 EWADE Board has provided its approval, the Client shall inform the Service Providers who have submitted proposals the technical scores obtained by their Technical Proposals, and shall notify those Service Providers 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 Client shall simultaneously notify in writing Service Providers that have secured the minimum qualifying mark, the date, time and location for opening the Financial Proposals. The opening date should allow Service Providers sufficient time to make arrangements for attending the opening. Service Providers' 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 Providers' representatives who choose to attend. The name of the Service Providers and the technical scores of the Service Providers shall be read aloud. The Financial Proposal of the Service Providers 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 Providers 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.
- 16.2 The Evaluation Committee will convert prices in various currencies to the single currency specified in the Data Sheet. The official selling rates used, provided by the source indicated in the Data Sheet, will be those in effect on the date indicated in the Data Sheet. The evaluation shall exclude those taxes, duties, fees, levies, and other charges imposed under the applicable law; and to be applied to foreign and non-permanent resident Service

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Providers (and to be paid under the contract, unless the Service Provider is exempted)

17. Evaluation (Least Cost)

- 17.1 The Service Provider, whose technical proposal has achieved the minimum qualifying mark and whose financial proposal is the lowest, will be invited for Negotiations.

18. Evaluation of Quality Cost based Proposals

- 18.1 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 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.

19. Place and Time for Negotiations

- 19.1 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 Client 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.

20. Technical Negotiations

- 20.1 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 Client and the Service Providers 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 Client to ensure satisfactory implementation of the assignment. The Client shall prepare minutes of negotiations which will be signed by the Client and the Service Provider.

21. Financial Negotiations

- 21.1 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 Client's country, and the manner in which it will be reflected in the Contract; and will reflect the agreed technical modifications in the cost of the services. Unless there are exceptional reasons, the financial negotiations will involve neither the remuneration rates for staff nor other proposed unit rates.
- 21.2 Having selected the Service Provider on the basis of, among other things, an evaluation of proposed Professional staff, the Client expects to negotiate a Contract on the basis of the Professional staff named in the Proposal. Before contract negotiations, the Client will require assurances that the Professional staff will be actually available.

The Client will not consider substitutions during contract negotiations unless

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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 be submitted by the Service Provider within the period of time specified in the letter of invitation to negotiate.

- 21.3 Negotiations will conclude with a review of the draft Contract. To complete negotiations the Client and the Service Provider will initial the agreed Contract. If negotiations fail, the Client will invite the Service Provider whose Proposal received the second highest score to negotiate a Contract.
- 21.4 After completing negotiations the Client shall award the Contract to the selected Service Provider, and promptly notify all Service Providers who have submitted proposals. After Contract signature, the Client shall return the unopened Financial Proposals to the unsuccessful Service Providers.
- 21.5 Information relating to evaluation of Proposals and recommendations concerning awards shall not be disclosed to the Service Providers who submitted the Proposals or to other persons not officially concerned with the process, until the publication of the award of Contract.

22. Commence of Assignment

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

23. Corrupt, collusive, fraudulent or coercive practices

- 23.1 Service Providers 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 Eswatini.

“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.

“Collusive” practices means a scheme or arrangement between two or more Service Providers, with or without the knowledge of the procuring entity, designed to establish tender prices at artificial, non-competitive levels.

“Fraudulent practice” means a misrepresentation or omission of facts in order to influence a procurement process or the execution of a contract.

“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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INSTRUCTIONS TO SERVICE PROVIDERS

Proposal Data Sheet

Paragraph Reference	
1.	Definitions
1.1	Name of the Client: EWADE Method of selection: Quality and Cost Based Selection
1.2	Name of Assignment: EWADE LUSIP II Pump stations, PLCs and RTUs Maintenance
1.3	A Compulsory pre-proposal conference will be held: Venue: EWADE LUSIP Lubovane Damsite offices, Siphofaneni Date and time: 11 th October 2024 at 10h00. Attendance is compulsory
1.4	The Client will provide the following inputs and facilities: Where possible the Client may make available copies of reports from the previous studies. These may be in either hard or soft copies (Pdf version). See ANNEX 2 – List of Available Reports at the end of this section. The Client, EWADE and the GoES will assist the Service Provider in obtaining any necessary permission, or access in order to carry out the work.
6.	Validity
6.1	Proposals must remain valid for 90 (ninety) days after the submission date.
7.	Clarification and Amendment of RFP Documents

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7.1	<p>Clarifications may be requested in writing through email, but not later than 14 (fourteen) days before the latest submission date.</p> <p>The address for requesting clarifications is: Eswatini Water and Agricultural Development Enterprise Ltd EWADE Building Along MR8 Siphofaneni ESWATINI</p> <p>E-Mail Address: tenders@eswade.co.sz OR lusip2@eswade.co.sz Fax Number: (+268) 2344 1671</p>
Preparation of Proposals	
8.5 (a)	The estimated number of professional staff-months required for the assignment is: Approximately 12 man-months.
9.	Preparation of the Technical Proposal
9.1	<p>As required in Form TECH-2, 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:</p> <ul style="list-style-type: none"> ▪ Certified copy of a relevant Trading Licence, or equivalent for foreign Service Providers. ▪ Declaration of Eligibility of Service Provider ▪ Proof of Authority of Signatory ▪ SZL10,000.00 Bid Security ▪ Certificate of Attendance at Pre-bid Clarification Meeting ▪ Original and Valid Tax Clearance Certificate, or equivalent for foreign Service Providers ▪ Certified copy of current Certificate of Company Registration, or equivalent for foreign Service Providers ▪ Certified copy of an official statement of the Directors, alternative directors, managers and auditors of the company (Form 'J' or equivalent) ▪ Certified copy of an official statement of the annual summary of shares capital and shares (Form 'C' or equivalent) ▪ Certified copy of the Labour Compliant Certificate ▪ Financial statements not older than 12 months on the date of submission of this tender
9.2(h)	<p>Training is a specific component of this assignment: Yes</p> <p>Points will be allocated for demonstrating the degree of inclusion of technically qualified Eswatini Nationals within the maintenance and supervision teams and furthermore how these Nationals can be integrated into all the facets of the Service Provider services process for training purposes.</p>
10.	Preparation of the Financial Proposal

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10.3	<p>Taxes: All Service Providers must take note that a withholding tax of 15% on the gross amount paid shall be levied on payment made to non-Swazi residents companies/contractors in respect of services performed in Eswatini and 10% on Swazi resident companies/contractors unless the company/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:</p> <p>The Commissioner of Taxes P.O. Box 186 Mbabane Kingdom of Eswatini Tel. 2404 2751</p> <p>Department of Customs and Excise Mbabane Eswatini Tel. (+268) 2404 5370/6922</p>
10.4	Emalangeneni (SZL)
11.	Packing and Submission of the Proposal
11.3	The Service Provider must submit the original and four (4) copies of the Technical Proposal and the original and four (4) of the Financial Proposal.
11.4	<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 sealed envelope clearly marked "Financial Proposal" followed by the Tender Number, the name of the assignment and name and address of the Service Provider and with a warning "<i>Do Not Open With The Technical Proposal.</i>"</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 must be marked:</p> <p>Eswatini Water and Agricultural Development Enterprise Ltd EWADE Building Along MR8 Siphofaneni ESWATINI</p> <p>Further, the outer envelope must be marked: EWADE; Proposal No. EWADE/ 0713; LUSIP II Pump stations, PLCs, and RTUs Maintenance; and 'Do not open before 11h00hrs local time on Thursday, 31st October 2024'.</p>

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12.	Latest Date for Submission												
12.1	<p>The location for submission of Proposal is:</p> <p>Eswatini Water and Agricultural Development Enterprise Ltd EWADE Building Along MR8 Siphofaneni ESWATINI</p> <p>The date and time for submission of Proposals is: 1100hrs local time on 31st October 2024</p>												
14.	Evaluation of the Technical Proposals												
14.1	<p>Criteria, sub-criteria and point system for the evaluation of Full Technical Proposals are given in ANNEX 1 at the end of the Instructions to Service Providers.</p> <table> <tr> <th></th><th><u>Points</u></th></tr> <tr> <td>(i) Specific experience of the Service Providers relevant to the assignment:</td><td>20</td></tr> <tr> <td>(ii) Adequacy of the proposed methodology and work plan in responding to the Terms of Reference:</td><td>20</td></tr> <tr> <td>(iii) Key professional staff Qualifications and competence for the assignment:</td><td>50</td></tr> <tr> <td>(iv) Transfer of Knowledge and Participation of Nationals</td><td>10</td></tr> <tr> <td>Total Technical Points</td><td>100</td></tr> </table>		<u>Points</u>	(i) Specific experience of the Service Providers relevant to the assignment:	20	(ii) Adequacy of the proposed methodology and work plan in responding to the Terms of Reference:	20	(iii) Key professional staff Qualifications and competence for the assignment:	50	(iv) Transfer of Knowledge and Participation of Nationals	10	Total Technical Points	100
	<u>Points</u>												
(i) Specific experience of the Service Providers relevant to the assignment:	20												
(ii) Adequacy of the proposed methodology and work plan in responding to the Terms of Reference:	20												
(iii) Key professional staff Qualifications and competence for the assignment:	50												
(iv) Transfer of Knowledge and Participation of Nationals	10												
Total Technical Points	100												
14.1	The minimum Technical Score (St) required to pass is: 75 points (Seventy-five points)												
16.	Evaluation of the Financial Proposals												
16.2	Foreign currency rate will be converted to Emalangeni at the official selling rate published by the Central Bank of Eswatini on the day of the latest submission date of the tender.												
18.	Evaluation of Quality Cost Based Proposals												
18.1	<p>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.</p> <p>The weights given to the Technical and Financial Proposals are: $T = 0.75$ $P = 0.25$</p>												

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19.	Negotiations
19.1	Expected address for contract negotiations: Eswatini Water and Agricultural Development Enterprise Ltd EWADE Building Along MR8 Siphofaneni ESWATINI
22.	Commencement of Assignment
22.1	The assignment is expected to commence on 04th December 2024 at Lubovane Dam EWADE offices, Eswatini.

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ANNEX 1 – Grading system for Evaluation of Technical Proposal

Tenderers determined to be responsive shall be evaluated technically with the conditions laid down in the Terms of reference. The technical evaluation shall be carried out on the basis of the following criteria (points 100/ 100).

- (i) Specific experience of the Service Provider relevant to the assignment. **(points 20/ 100)**
 - Experience in maintenance, repair, and supervision of similar project of nature and value. **(maximum points 15)**
 - Experience working in developing countries **(maximum points 3)**
 - Experience and qualification of home office director **(maximum points 2)**
- (ii) Adequacy of the proposed methodology and work plan in responding to the ToR. This category will assess the overall presentation of the proposal, degree of clarity and thoroughness which the sections address. **(points 20/ 100)**
 - Technical approach, methodology and understanding the terms of reference. **(maximum points 10)**
 - Service Providers work plan **(maximum points 4)**
 - Organisation and staffing **(maximum points 6)**
- (iii) Key professional staff qualifications and competence for the assignment. Points will be allocated for the qualifications of the team proposed for the project on the basis of the curricula vitae, and academic qualifications as proposed by the tenderer in the technical proposal – standard forms TECH 5 & 6. **(points 50/ 100)**
 1. **Team Leader (maximum points 20)**
 - Level of education in relevant field.
 - Experience in relevant sector.
 - Experience in senior management co-ordinating the planning and maintenance supervision activities.
 - Proven ability to communicate in English and report writing.
 2. **Electrician x 2 (maximum points 15)**
 - Level of education in relevant field.
 - Experience in relevant sector.
 - Experience in maintaining and repair PLC's, RTU's, HMI, MCC, Siemens VSD's and Pump station electrical works.
 - African and or other developing countries' working experience.
 - Proven ability to communicate in English and report writing.
 3. **Mechanic x 2 (maximum points 15)**
 - Level of education in relevant field.
 - Experience in relevant sector.
 - Experience in maintaining and repairing centrifugal pumps, drive motors, variable speed drives, and water control valves.
 - African and or other developing countries working experience.
 - Proven ability to communicate in English and report writing.

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- (iv) Participation by Eswatini Nationals and knowledge transfer within the engineering and maintenance supervision teams is critical.

Points will be allocated for demonstrating the degree of full inclusion of technically qualified Nationals within the Service Providers teams and furthermore how these Nationals must be integrated into all the facets of the Service Provider services process for training purposes. **(points 10/100)**

- Participation of Eswatini Nationals in proposed team **(maximum points 5)**
- Skills and knowledge transfer **(maximum points 5)**

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ANNEX 2 – List of Available Reports

The following gives a list of some of the available reports from the design and development of the LUSIP Phase II. These reports may be available either in hard or soft copy, not necessarily both.

LUSIP II Matata Canal Design Report

LUSIP II Secondary Distribution System Design Report

LUSIP II On-farm Development Design Report

LUSIP II Secondary Distribution System Operations and Maintenance Manuals

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SECTION 2

TECHNICAL PROPOSAL - STANDARD FORMS

Paragraph 9 of 'Instructions to Service Providers' informs about, the format in which the Technical Proposal shall be submitted.

- TECH-1 Technical Proposal Submission Form
- TECH-2 Service Provider's Organization, Experience and Financial Standing
 - A. Service Provider's Financial Standing
 - B. Service Provider's Organization
 - C. Service Provider's Experience
 - D. Other Documents Comprising the Proposal
- TECH-3 Comments or Suggestions on the Terms of Reference and on Counterpart Staff and Facilities to be provided by the Client
 - A. On the Terms of Reference
 - B. On the Counterpart Staff and Facilities
- TECH-4 Description of the Approach, Methodology and Work Plan for Performing the Assignment
- TECH-5 Team Composition and Task Assignments
- TECH-6 Curriculum Vitae (CV) for Proposed Professional Staff
- TECH-7 Staffing Schedule
- TECH-8 Work Schedule
- TECH-9 Declaration of Eligibility

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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 Service Providers 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 Service Provider or each associated Service Provider>>]

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 Reference 6.1 of the Data Sheet, 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 indicated in Paragraph Reference 22.1 of the Data Sheet.

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

We remain,

Yours sincerely,

Authorized Signature: _____

Name and Title of Signatory: _____

Name of Firm: _____

Address: _____

[Stamp of the Firm]

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FORM TECH-2: SERVICE PROVIDER'S ORGANIZATION, EXPERIENCE AND FINANCIAL STANDING

A - Service Provider'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 - Service Provider's Organization

[A brief description of the Service Providers' organization]

C - Service Provider'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 Emalangenis in figures and in words>>>]:
Country: Location within country:	Duration of assignment (months):
Name of Client:	Total N° of staff-months of the assignment:
Address:	Approx. value of the services provided by your firm under the contract [>>>Amount in Emalangenis in figures and in words>>>]:
Start date [>>> month/year>>>]: Completion date [>>> month/year>>>]:	N° of professional staff-months provided by associated Service Providers:
Name of associated Service Providers, 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:	

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D – Other Document's Comprising the Proposal

The Technical Proposal must include the following documents:

- Certified copy of a relevant Trading Licence, or equivalent for foreign Service Providers.
- Certified copy of a relevant Tax Clearance Certificate, or equivalent for foreign Service Providers.
- Certified copy of current Certificate of Company Registration, or equivalent for foreign Service Providers.
- Certified copy of an official statement of the Directors, alternative directors, managers and auditors of the company (Form 'J' or equivalent).
- Certified copy of an official statement of the annual summary of shares capital and shares (Form 'C' or equivalent); and
- Certified copy of the Labour Compliant Certificate.
- Certificate of registration with Eswatini Construction Industry. Construction Industry Council (CIC) Act 2013.

[>>Firm's Name and Stamp: _____>>]

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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

A - On the Terms of Reference

[Present and justify any modifications or improvement to the Terms of Reference proposed to improve performance in carrying out the assignment (such as deleting some activity you consider unnecessary, adding others or proposing a different phasing of the activities). Such suggestions should be concise and to the point, and they shall be part of the Proposal.]

B - On Counterpart Staff and Facilities

[Comment here on counterpart staff and facilities to be provided by the Client according to Paragraph Reference 1.4 of the Data Sheet including: administrative support, office space, local transportation, equipment, data, etc.]

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

Technical approach, methodology and work plan are key components of the Technical Proposal. The presentation of the Technical Proposal can be up to (50 pages, inclusive of charts and diagrams) divided into the following three chapters:

- a) *Technical Approach and Methodology,*
- b) *Work Plan, and*
- c) *Organization and Staffing,*

a) Technical Approach and Methodology. *In this chapter, please explain your understanding of the objectives of the assignment, approach to the services, methodology for carrying out the activities and obtaining the expected output, and the degree of detail of such output.*

Please highlight the problems being addressed and their importance and explain the technical approach you would adopt to address them. Please also explain the methodologies proposed to adopt and highlight the compatibility of those methodologies with the proposed approach.

b) Work Plan. *In this chapter, please propose the main activities of the assignment, their content and duration, phasing and interrelations, milestones (including interim approvals by the Client), and delivery dates of the reports. The proposed work plan should be consistent with the technical approach and methodology, showing understanding of the TOR and ability to translate them into a feasible working plan. A list of the final documents, including reports, drawings, and tables to be delivered as final output, should be included here. The work plan should be consistent with the Work Schedule of Form TECH-8.*

c) Organization and Staffing. *In this chapter, please propose the structure and composition of the suggested team. List the main disciplines of the assignment, the key expert responsible and proposed technical and support staff.*

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FORM TECH-5: TEAM COMPOSITION AND TASK ASSIGNMENTS

Professional Staff				
Name of Staff	Firm	Area of Expertise	Position Assigned	Task Assigned

FORM TECH-6: CURRICULUM VITAE (CV) FOR PROPOSED PROFESSIONAL STAFF

1. **Proposed Position:** *[Only one candidate shall be nominated for each position]* _____
2. **Name of Firm:** *[Insert name of firm proposing the staff]* _____
3. **Name of Staff:** *[Insert full name]* _____
4. **Date of Birth:** _____ **Nationality:** _____
5. **Education:** *[Indicate college/university and other specialized education of staff member, giving names of institutions, degrees obtained, and dates of obtainment]* _____
6. **Membership of Professional Associations:** _____
7. **Other Training:** *[Indicate significant training since degrees under 5 - Education were obtained]* _____

8. **Countries of Work Experience:** *[List countries where staff has worked in the last ten years]* _____

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

10. **Employment Record:** *[Starting with present position, list in reverse order every employment held by staff member since graduation, giving for each employment (see format here below): dates of employment, name of employing organization, positions held.]* _____

From: *[>>Year>>]* To: *[>>Year>>]*

Employer: *[>>Name of employing organization>>]*

Positions held: *[>>Title of the position held>>]*

11. **Detailed Tasks Assigned**

[List all tasks to be performed under this assignment]

12. **Work Undertaken that Best Illustrates the Capability to Handle the Assigned Tasks**

[Among the assignments in which the staff has been involved, indicate the following information for those assignments that best illustrate staff capability to handle the tasks listed under point 11.]

Name of assignment or project: _____

Year: _____

Location: _____

Client: _____

Main project features: _____

Positions held: _____

Activities performed: _____

13. **Certification:**

I, the undersigned, certify that to the best of my knowledge and belief, this CV correctly describes myself, my qualifications, and my experience. I understand that any wilful misstatement described herein may lead to my disqualification or dismissal, if engaged.

(Signature of staff member)

Date: _____
(Day/Month/Year)

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FORM TECH-7 : STAFFING SCHEDULE¹

N°	Name of Staff	Staff input (in the form of a bar chart) ²													Total staff-month input		
		1	2	3	4	5	6	7	8	9	10	11	12	n	Home	Field ³	Total
Foreign																	
1		[Home]															
		[Field]															
2																	
3																	
n																	
													Subtotal				
Local																	
1		[Home]															
		[Field]															
2																	
n																	
													Subtotal				
													Total				

1 For Professional Staff the input should be indicated individually; for Support Staff it should be indicated by category (e.g.: draftsmen, clerical staff, etc.).

2 Months are counted from the start of the assignment. For each staff indicate separately staff input for home and field work.

3 Field work means work carried out at a place other than the Service Provider's home office.

 Full time input
 Part time input

FORM TECH-8: WORK SCHEDULE

N°	Activity ¹	Months ²												
		1	2	3	4	5	6	7	8	9	10	11	12	n
1														
2														
3														
4														
5														
n														

- 1 Indicate all main activities of the assignment, including delivery of reports (e.g.: inception, interim, and final reports), and other benchmarks such as Client approvals. For phased assignments indicate activities, delivery of reports, and benchmarks separately for each phase.
- 2 Duration of activities shall be indicated in the form of a bar chart.

FORM TECH-9: 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 Service Providers must meet the following criteria, to be eligible to participate in public procurement

[Service Providers 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.]

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 are 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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SECTION 3

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 Service Providers'.

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

DRAFT

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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 Emalangeni: [>>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 (Emalangeni)	Cost (other currency)	Cost (other currency)
Fees			
Reimbursable			
Local taxes			
Subtotals			

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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 Service Providers'. 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: Emalangeni

Description of Cost	Quantity	Unit of Measure	Unit Price	Total Price
Total				

Notes Local transportation costs are not to be included, if local transportation is being made available by the Procuring Entity. Similarly, the project site, office rent/accommodations/clerical assistance costs are not to be included if being made available by the Procuring Entity.

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TERMS OF REFERENCE

Abbreviations and Acronyms

ACMC	Aid Coordination and Management Section in Ministry of Economic Planning
AfDB	African Development Bank
ADEMU	Agricultural Development and Environmental Management Unit (LUSIP 1)
DCA	Development Credit Authority
ESIA	Environmental and Social Impact Assessment
EIB	European Investment Bank
EIRR	Economic Internal Rate of Return
EU	European Union
FAO	Food and Agricultural Organization
FA	Farmers' Association
GoS	Government of Eswatini
GRM	Service Providers
IFAD	International Fund for Agricultural Development
IRR	Internal Rate of Return
KDDP	Komati Downstream Development Project
LDP	Livestock Development Policy
LSU	Livestock Unit
LUSIP	Lower Usuthu Smallholders Irrigation Project
MCM	million cubic meters
MDG	Millennium Development Goal
MEPD	Ministry of Economic Planning and Development
MNRE	Ministry of Natural Resources and Energy
MOA	Ministry of Agriculture
MTEC	Ministry of Tourism, Environment and Communications
NAMBoard	National Agriculture Marketing Board
NGO	Non-governmental Organization
NLP	National Land Policy
NDS	National Development Strategy
NEPAD	New Partnership for Africa's Development
PRSAP	Poverty Reduction Strategy and Action Plan
RDI	Rural Development Institute
REPA	Reciprocal Economic Partnership Agreement
SADC	Southern African Development Community
SEA	Eswatini Environment Authority
SHIP	Small Holder Irrigation Programme
SNC	Eswatini National Council
SNL	Swazi Nation Land
SKPE	Eswatini Komati Project Enterprise
SME	Small and Medium Enterprise
SPEED	Smart Programme on Economic Empowerment and Development
ESA	Eswatini Sugar Association
EWADE	Eswatini Water & Agricultural Development Ltd.
TDL	Title Deed Land

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Terms of Reference

USAID	United States of America's Agency for International Development
WHO	World Health Organization
WUA	Water Users Association

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1. Background and Project Overview

The Lower Usuthu Smallholder Irrigation Project (LUSIP) Area is situated in the south-eastern part of Eswatini, in the Lubombo Region. The larger LUSIP area is found in the area between Siphofaneni, Big Bend and Nsoko, chiefly on the southern side of the Usuthu area. The LUSIP II Extension (LUSIP II Ext) study area forms part of the larger LUSIP area and is located in the Lowveld of the Kingdom of Eswatini. LUSIP involved the construction of three dams to form an off-river storage reservoir to impound 155 million cubic metres (MCM) of water that would be diverted from wet season flood flows in the Lower Usuthu River.

The LUSIP project originates from government initiatives in the 1990s when the design and feasibility assessments for the LUSIP project were carried out. Subsequently GoS policy initiatives reinforced the importance and validity of the LUSIP investments. These include the targeting of poverty reduction as a key government policy objective that is articulated in the Poverty Reduction Strategy and Action Programme of 2007 (PRSAP), the Government Action Programme 2008-2013 and the government commitment to the UN millennium goals. The overriding assumptions of the PRSAP are that the Government will maintain macroeconomic stability and good governance; reduce vulnerability (especially to HIV/AIDS); invest in human capital development; focus on broad-based participation for empowerment and employment creation and the implementation of re-distribution policies. An enabling environment for private investment and economic growth is expected to be the catalyst for poverty reduction and creating opportunities for participation by the poor. The focus on food security and the provision of infrastructure, extension services, technology, markets and social and financial services are promises that are expected to meet the goals of reducing poverty. The Government is thus supporting reforms towards increasing access to productive assets such as land, water, information and financial resources to enable the poor to benefit from growth.

The Government has identified the development of the smallholder agricultural sector as a key element in its policy for poverty alleviation in rural areas. The major constraint for the development of resources is the lack of irrigation water, as the dry season run-off-river flows have already been fully allocated to existing farms.

LUSIP is a highly relevant and important investment for Eswatini. The Usuthu River basin forms a part of the Maputo basin and is shared with two other SADC members: Mozambique and South Africa. The three countries have long recognized the need to cooperate on joint management of the Maputo basin, establishing a tripartite permanent technical committee (TPTC) in 1983. The capture of 155 million cubic meters of wet season river flows has and will continue to provide climate change mitigation opportunities and will lead the economic development of the eastern part of the Lubombo region. The cost of this storage is around USD 1 per cubic meter. It has provided a significant opportunity for Eswatini to engage with traditional authorities and processes in addressing the challenges of improving the sustainable productivity of Swazi National Land. This while, under LUSIP, improving equitable access to water and land for more than 15,000 of rural residents in what was the poorest area of the country. The bulk storage facility constructed under LUSIP I will also serve LUSIP II Ext – the original design envisaged a command area of 11,500ha.

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Currently, the bulk water infrastructure for LUSIP I is complete and operational and efforts are being made to convert a substantial part of the area into food crop production areas in addition to sugar that is the core economic crop for LUSIP. Chiefdom development plans established on a participatory basis with the community involved continue to guide further development efforts.

The development covers a Phase 1 that will develop a net area of 6,500 ha (to date approximately 5,470 ha have been developed and firm funding is in place to complete Phase I. Phase 2 envisage the development of a further net 5,273 ha, implementation of which was originally planned to start in 2013.

The original objective of the LUSIP project was and is to alleviate poverty in the project area by transforming the existing subsistence farmers into commercial farmers of irrigated lands producing cash crops (principally sugarcane). Phase 1 of LUSIP has about 2,600 beneficiary households (about 20,000 people) and LUSIP II Ext would directly benefit a further 3,059 households in 2,593 homesteads with 20,000 people in the chiefdoms of Ngcamphalala, Mngometulu, Matsenjwa, Myeni and Gasa waNgwane.

Initially, phase 2 of LUSIP, named LUSIP2 envisaged the irrigation of a further 5,217 ha net new land and 455 ha net existing irrigation by extending the bulk water supply system and by providing additional on farm irrigation systems as well as by mobilizing the beneficiary community. Furthermore sanitation and potable water supply facilities would be provided to the farmers involved. In the project area of LUSIP2, the population has some access to potable water supply and to improved sanitation facilities. Water for human consumption is often obtained from nearby streams and where available, simple pits serve as sanitation facilities. An earlier study of 2005 on the financial and economic viability was prepared on basis of the 11,500 ha project area comprising LUSIP1 and LUSIP2, while the 2011/2012 LUSIP2 feasibility study was focusing on the second phase only.

1.1 Institutional Arrangements

Overall implementation of LUSIP II extension will be carried out by Government with MOA as the lead agency and with MNRE playing the key role in relation to water management and its use. The MOA will assign direct implementation responsibility to EWADE for the bulk infrastructure construction and for the community based smallholder development initiatives. This is based on the successful implementation of LUSIP I. The successful establishment and sustainability of the farms under the LUSIP 2 zone will require the establishment of new organisations and the use of existing ones required to provide agricultural and non-agricultural support services. These will be expected to provide training, agricultural inputs, services and links to markets as well as the essential non-agricultural services (water management supplies, literacy, health etc.) -and some important project components such as livestock husbandry. The institutional framework for the planning and implementation of LUSIP consists of the following categories of institutions:

- a) Traditional Authority,
- b) Public sector institutions including parastatals,
- c) Agricultural organizations and agribusinesses, and
- d) Community-based/informal organizations

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1.2 Management of the LUSIP

The management of the entire LUSIP bulk water supply system has been under study and preliminary recommendations that provide for inclusive governance of the LUSIP bulk water facilities are summarised as follows:

- a) The need to ensure compliance with the Water Act;
- b) Establishment of an independent LUSIP Water Board (or River Basin Authority) to:
 - a. Provision of dam safety.
 - b. Provide a water and environmental policing service.
 - c. Operate the system down to the LUSIP I balancing dams and the tail end dams of LUSIP II ext.
 - d. Management of the potable water and sanitation schemes within the greater LUSIP zone.
 - e. Provide capacity building in water project management.
 - f. Contribute to water policy and water management matters both within LUSIP and at the national level; and
- c) Adoption of a volume-based irrigation service charge.
- d) At present the role of water services provider (WSP) has been delegated to EWADE who has a competent maintenance team undertaking the day-to-day operation and maintenance of the LUSIP scheme.

In the interim the MNRE has entered into an MOU with EWADE for it to carry out these duties until 30 March 2016 by which time the independent Usuthu Water Board is expected to be operational.

2. Objective

2.1 Overall Objectives and Project Purpose

The overall objective of the LUSIP project is the sustainable increase in farmer revenues and reduction in absolute poverty of the population in the Lower Usuthu Basin through commercialisation and intensification of agriculture.

The project purpose is to integrate the smallholder farmers into the commercial economy through the establishment of farmer-managed and self-financing irrigation schemes.

2.2 Results

The project end-result will be sufficient water for the irrigation of approximately 12,500ha for the completed LUSIP Phases I & II.

2.3 Activities for this Project Phase

The Government of Eswatini funded activities for this phase of the work broadly consist of –

- Maintenance of EWADE Pump Stations, RTUs and PLCs for LUSIP 2

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3. Service Providers Services

The Service Provider shall perform and provide all services necessary to achieve the objectives in full and to the satisfaction of EWADE, or their representative, in accordance with these Terms of Reference. It should be noted the participation of the beneficiaries is mandatory.

3.1 Scope of work

At this stage, the Government of Eswatini has allocated funds to engage a suitable qualified service provider for the LUSIP II SDS Pumps station, PLC, and RTU's Maintenance.

The Service Provider will be responsible for the EWADE LUSIP II pump stations, RTUs and PLCs maintenance for a period of 1-year, under supervision by the EWADE – WISU department. In addition, the Service Provider will be responsible for developing a maintenance plan/schedule for review and approval by the Maintenance Manager, develop maintenance and repair recommendation and completion reports, updating As-built drawings if necessary, and components of the Project.

3.2 Activities

The work to be carried out is described as follows –

Task 1 – Maintenance Services

The Service Provider shall:

- Task 1.1 Review O&M manuals and Design reports on, including but not limited to:
- Review and comment upon the current infrastructure status, As-built, and O&M manuals.
 - Review, comment, and advise upon any necessary maintenance and repair, and undertake any agreed maintenance, and repairs.

Task 2 – Maintenance Supervision

For each of the above service packages the Service Provider shall:

- Task 2.1 Maintain the various LUSIP II SDS Pump Stations, PLC's, and RTU's components, making sure all necessary maintenance as outlines in the O&M manuals, ensuring attendance and completion of all required preventative maintenance.
- Task 2.2 under the Team Leader, maintain an adequate team of qualified on-site staff to monitor progress, supervise the quality of work and shall report on a monthly basis to the EWADE Maintenance Manager on the progress of the works. Ensuring the service provider stays on schedule and within contract budget.
- Task 2.3 take such steps as required to ensure that the quality of the maintenance and repair works is in accordance with the technical and environmental specifications.

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- Task 2.4 based upon the BoQ, submit all interim payment certificates, final payment certificates for each month or executed approved maintenance and repair.

Task 3 – Completion

The Service Provider shall:

- Task 3.1 Inspect all components of the works and identify any defects and preventative maintenance works required.
- Task 3.2 Inspect infrastructure components, Mechanical & Electrical equipment, installed instrumentation etc.
- Task 3.3 prepare the following reports and manuals for all the maintenance packages:
- Completion report
- Task 3.4 train the operations and maintenance staff

3.3 Key Professional Staff

The Terms of Reference for the key staff comprising the Service Providers services are as follows –

TEAM LEADER

Qualifications and experience

They shall be a holder of a diploma or equivalent Engineering or any relevant field with at least 8 years post graduate experience related to the work at hand. They shall have experience running the detailed maintenance and supervision of bulk water supply infrastructure projects. They shall also have strong managerial capacity and interpersonal skills.

ELECTRICIAN

Qualifications and experience

They shall be a holder of a diploma or equivalent in Electrical Engineering with at least 5 years post-graduate experience related to the work at hand.

MECHANIC

Qualifications and experience

They shall be a holder of a diploma or equivalent in Mechanical Engineering with at least 5 years post graduate experience related to the work at hand.

3.4 Reporting

The Team Leader shall prepare and submit the following reports and documentation on behalf of the Service Provider Company:

- Inception Report, Monthly, quarterly, half year, and annual progress reports to be submitted to the EWAVE Maintenance Manager, or their designated representative, on the technical and financial of all maintenance and supervision of the project components.

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In addition, a hard copy and editable soft copy (MS word) of each report, supported with drawings in PDF, and AutoCAD version shall be submitted to EWADE.

3.5 Support for the Service Provider

The Service Provider will be expected to be resident and establish a local office. The Service Provider will be expected to arrange the equipment, vehicles and furniture necessary for the implementation of their contract and any procurement will be carried out in accordance with Eswatini Government procurement procedures.

DRAFT

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Form of Contract

CONTRACT FOR SERVICE PROVIDERS' SERVICES

between

[Name of the Procuring Entity/Client]

and

[Name of the Service Provider]

Dated: _____

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FORM OF CONTRACT LUMP-SUM

[If the Service Provider is one entity, use starting Text 1, if the Service Provider consists of more than one entity, use the Text 2:]

[Text 1.]

This CONTRACT (hereinafter called the "Contract") is made the [>>day>>] day of the [>>month, year>>], between, on the one hand, [>>name of procuring entity>>] (hereinafter called the "Client") and, on the other hand, [>>name of Service Provider>>] (hereinafter called the "Service Provider").

[Text 2. In last line, all the Service Providers should be mentioned]

This CONTRACT (hereinafter called the "Contract") is made the [>>day>>] day of the [>>month, year>>], between, on the one hand, [>>name of client>>] (hereinafter called the "Client") and, on the other hand, a joint venture/consortium/association consisting of the following entities, each of which will be jointly and severally liable to the Client for all the Service Provider's obligations under this Contract, namely, [>>name of Service Provider>>] and [>>name of Service Provider>>] (hereinafter called the "Service Provider").]

WHEREAS

- (a) the Client has requested the Service Provider to provide certain consulting services as defined in this Contract (hereinafter called the "Services").
- (b) the Service Provider, having represented to the Client that it has the required professional skills, and personnel and technical resources, 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 Personnel and Sub-Service Providers
 - Appendix D: Breakdown of Contract Price in Foreign Currency
 - Appendix E: Breakdown of Contract Price in Local Currency
 - Appendix F: Services and Facilities Provided by the Client
 - Appendix G: Form of Advance Payment Guarantee
2. The mutual rights and obligations of the Client and the Service Provider shall be as set forth in the Contract, in particular:
 - (a) the Service Providers shall carry out the Services in accordance with the provisions of the Contract; and

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- (b) the Client shall make payments to the Service Providers 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.

For and on behalf of *[name of Client]*

[Authorized Representative]

For and on behalf of *[name of Service Provider]*

[Authorized Representative]

[If the Service Provider consists of more than one entity, all these entities should appear as signatories, e.g., in the following manner, if not delete the next lines:]

For and on behalf of each of the Members of the Service Provider

[name of member]

[Authorized Representative]

[name of member]

[Authorized Representative]

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GENERAL CONDITIONS OF CONTRACT

1. 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 Eswatini, as they may be issued and in force from time to time.
- (b) “Service Provider” means any private or public 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 Eswatini
- (h) “Local Currency” means Emalangeni.
- (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 Service Provider, as the case may be, and “Parties” means both of them.
- (k) “Personnel” means persons hired by the Service Provider or by any Sub-Service Providers 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 Service Provider pursuant to this Contract, as described in Appendix A hereto.
- (n) “Sub-Service Providers” means any person or entity to whom/which the Service Provider subcontracts any part of the Services.
- (o) “In writing” means communicated in written form with proof of receipt.

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

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- 1.4.1 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.
- 1.4.2 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.
- 1.5 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 of Member in Charge** In case the Service Provider 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'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 Service Provider may be taken or executed by the officials specified in the SCC.
- 1.8 Taxes and Duties** The Service Provider, Sub-Service Providers, 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.
- 1.9 Fraud and Corruption** Service Providers should be aware that a Service Provider 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 Service Provider 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.

2. COMMENCEMENT, COMPLETION, MODIFICATION AND TERMINATION OF CONTRACT

- 2.1 Effectiveness of Contract** This Contract shall come into effect on the date the Contract is signed by both Parties or at such other later date as may be stated in the SCC. The date the Contract comes into effect is defined as the Effective Date.
- 2.2 Commencement of Services** The Service Provider 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** 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.

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- 2.4 Modifications or Variations** Any modification or variation of the terms and conditions of this Contract, including any modification or variation of the Scope of the Services, may only 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** The failure of a Party to fulfill 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** 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 Service Provider 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 (f) of this Clause GCC 2.6.1. In such an occurrence the Client shall give not less than thirty (30) days’ written notice of termination to the Service Provider, and sixty (60) days’ in the case of the event referred to in (e).

- (a) If the Service Provider 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 Service Provider becomes insolvent or bankrupt.
- (c) If the Service Provider, 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 Service Provider 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,

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decides to terminate this Contract.

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

2.6.2 By the Service Provider

The Service Providers 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 Service Provider 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 Service Provider that such payment is overdue.
- (b) If, as the result of Force Majeure, the Service Provider is unable to perform a material portion of the Services for a period of not less than sixty (60) days.
- (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 Service Provider:

- (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.

3. OBLIGATIONS OF THE SERVICE PROVIDER

3.1 General

3.1.1 Standard of Performance

The Service Provider 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 Service Provider 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-Service Providers or third Parties.

3.2 Conflict of Interests

The Service Provider 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 Service Providers Not to Benefit from Commis-

The payment of the Service Provider pursuant to Clause GCC 6 shall constitute the Service Provider's only payment in connection with this Contract or the Services, and the Service Provider shall not accept for

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- sions, Discounts, etc.** 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 shall use their best efforts to ensure that the Personnel, any Sub-Service Providers, and agents of either of them similarly shall not receive any such additional payment.
- 3.2.2 Service Provider and Affiliates Not to be Otherwise Interested in Project** The Service Provider agrees that, during the term of this Contract and after its termination, the Service Provider and any entity affiliated with the Service Provider, as well as any Sub-Service Providers and any entity affiliated with such Sub-Service Providers, shall be disqualified from providing goods, works or services (other than consulting services) resulting from or directly related to the Service Provider's Services for the preparation or implementation of the project.
- 3.2.3 Prohibition of Conflicting Activities** The Service Provider shall not engage, and shall cause their Personnel as well as their Sub-Service Providers 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 Service Provider 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 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 Service Provider** The Service Provider (a) shall take out and maintain, and shall cause any Sub-Service Providers to take out and maintain, at their (or the Sub-Service Providers', as the case may be) own cost but on terms and conditions approved by 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 Service Provider's Actions Requiring Client's Prior Approval** The Service Provider 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 Service Provider 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 CD ROM in addition to the hard copies specified in said Appendix.
- 3.7 Documents**
- (a) All plans, drawings, specifications, designs, reports, other

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**Prepared by the
Service Provider to
be the Property of
the Client**

documents and software submitted by the Service Provider under this Contract shall become and remain the property of the Client, and the Service Provider 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 Service Provider 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.

4. SERVICE PROVIDER'S PERSONNEL

**4.1 Description of
Personnel**

The Service Provider shall employ and provide such qualified and experienced Personnel and Sub-Service Providers 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's Key Personnel are described in Appendix C. The Key Personnel and Sub-Service Providers 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 Service Provider, such as retirement, death, medical incapacity, among others, it becomes necessary to replace any of the Key Personnel, the Service Provider 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 Service Provider 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 Service Provider shall have no claim for additional costs arising out of or incidental to any removal and/or replacement of Personnel.

5. OBLIGATIONS OF THE CLIENT

**5.1 Assistance and
Exemptions**

The Client shall use its best efforts to ensure that the Government shall provide the Service Provider 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 Service Provider in performing the Services, then the remuneration and reimbursable expenses otherwise payable to the Service Provider 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

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may be.

- 5.3 Services and Facilities** The Client shall make available free of charge to the Service Provider the Services and Facilities listed under Appendix F.

6. PAYMENTS TO THE SERVICE PROVIDER

- 6.1 Lump-Sum Payment** The total payment due to the Service Provider 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 Service Provider 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 Service Provider of an advance payment guarantee for the same amount, and shall be valid for the period stated in the SCC. Such guarantee shall be in the form set forth in Appendix G hereto, or in such other form, as 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 Service Provider has submitted an invoice to the Client specifying the amount due.

7. 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.

8. 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

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with the provisions specified in the SCC.

DRAFT

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SPECIAL CONDITIONS OF CONTRACT

[The majority of the SCC will be completed once the award is done. However, all known contract information at the time of tender stage should be provided to allow the Service Providers to accurately cost their proposals.]

No. of GCC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
1.4	<p><i>[To be completed after award]</i></p> <p><u>Client:</u> Client: Address: Phone: Contact Person:</p> <p><u>Service Provider:</u> Address: Phone: Contact Person:</p>
1.6	<p>In case the Service Provider consists of a joint venture/consortium/association of more than one entity, the Member in Charge is: <i>[>>>insert name of member>>>]</i></p>
1.7	<p>The Authorized Representatives are:</p> <p>For the Client: <i>[>>>insert name >>>]</i></p> <p>For the Service Provider: <i>[>>>insert name >>>]</i></p>
1.8	<p>Regarding Taxes and Duties:</p> <ol style="list-style-type: none"> (1) the Service Provider, Sub-Service Providers and Personnel, and their eligible dependents, shall follow the usual customs procedures of Government's country in importing property into Eswatini ; and (2) if the Service Provider, Sub-Service Providers 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 Service Provider, Sub-Service Providers, 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

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	question was brought into Eswatini.
2.1	<p>This Contract shall come into effect on [>>insert date>>].</p> <p><i>[This is often the date, where the Contract is signed by both parties. But it can also be a later date. This date is named: 'The Effective Date']</i></p>
2.2	<p>The Service Provider shall begin carrying out the Services not later than the [>>insert the number of days after the Effective Date>>].</p> <p><i>[This information can be provided at the time of tendering, which is the reason for providing the number of days and not an exact day.]</i></p> <p><i>[This period (number of days) shall by the Service Provider be used for mobilizing staff. Calculating the number of days, consider the type of staff (national/international), which is required.]</i></p>
2.3	<p>Unless terminated earlier, this Contract shall expire at insert [>>insert the Date>>]</p> <p><i>[This date should come after the expected time of final payment to the Service Provider]</i></p>
3.4	<p>The risks to be covered by the Client and eventual Sub-Service Providers shall be as follows: <i>[The following is normally sufficient, but consider, if there are special risks involved in this services delivery]</i></p> <ul style="list-style-type: none"> (a) Third Party motor vehicle liability insurance in respect of motor vehicles operated in Eswatini by the Service Provider or its Personnel or any Sub-Service Providers, or their Personnel, with a minimum coverage in accordance with the applicable law (b) Professional liability insurance with a minimum coverage of 2 (two) million Emalangeni (c) Employer's liability and workers' compensation insurance in respect of the Personnel of the Service Provider and of any Sub-Service Providers, 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
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 Service Provider shall not use these documents and software for purposes unrelated to this Contract without the prior written approval of the Client
5.1	The Client will assist the Service Provider such assistance and exemptions as follows: For international Service Providers, this includes assistance with support letter to obtain work permits.

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6.2(a)	The amount payable in foreign currency is <i>[insert amount]</i> .
6.2(b)	The amount payable in local currency is <i>[insert amount]</i> .
6.4	<p>Payments shall be made promptly by the Procuring Entity in accordance with the schedule below, and not later than forty-five (45) days after submission of an eligible invoice or claim by the Service Provider.</p> <p>The accounts are:</p> <p>For local currency: [>>>insert an account number>>>]</p> <p>For foreign currency: [>>>insert an account number>>>]</p> <p>[Payments shall be made according to the works executed in a monthly basis.</p>
8.2	Arbitration shall be in accordance with the UNCITRAL procedures.

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APPENDICES

[These appendices shall be developed by the Procuring Entity as part of the Contract at the time when the Contract has been awarded].

APPENDIX A – DESCRIPTION OF SERVICES

[Provide here detailed descriptions of the Services to be provided, dates for completion of the various tasks, place of performance for the different tasks, specific tasks to be approved by Client, etc.]

APPENDIX B - REPORTING REQUIREMENTS

[Provide here information about the format, frequency and contents of reports, persons to receive these reports, dates of submission of the reports, etc.]

APPENDIX C - KEY PERSONNEL AND SUB-SERVICE PROVIDERS

[Provide here the following information:

- C-1 Titles [and names, if already available], detailed job descriptions and minimum qualifications of Key Foreign Personnel to be assigned to work in Eswatini , and estimated staff-months for each.*
- C-2 Same as C-1 for key foreign personnel to be assigned to work outside Eswatini*
- C-3 List approved Sub-Service Providers (if already available); List same information with respect to the Sub-Service Providers' Personnel as in C-1 or C-2.*
- C-4 Same information as C-1 for key local personnel.]*

APPENDIX D - BREAKDOWN OF CONTRACT PRICE IN FOREIGN CURRENCY

[List here the elements of cost used to arrive at the breakdown of the lump-sum price - local currency portion:

- 1. Monthly rates for Personnel (Key Personnel and other Personnel).*
- 2. Reimbursable expenditures.*

This appendix will exclusively be used for determining remuneration for additional services.]

APPENDIX E - BREAKDOWN OF CONTRACT PRICE IN LOCAL CURRENCY

[List here the elements of cost used to arrive at the breakdown of the lump-sum price - local currency portion:

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1. Monthly rates for Personnel (Key Personnel and other Personnel).
2. Reimbursable expenditures.

This appendix will exclusively be used for determining remuneration for additional services.]

APPENDIX F - SERVICES AND FACILITIES PROVIDED BY THE CLIENT

[List here the services and facilities to be made available to the Service Provider by the Client.]

APPENDIX G - FORM OF ADVANCE PAYMENTS GUARANTEE

[If to be used, see Clause GCC 6.4 and Clause SC 6.4 and use relevant form found the next page.]

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BANK GUARANTEE FOR ADVANCE PAYMENT

_____ [>>>>Bank's Name, and Address of Issuing Branch or Office>>>]

Beneficiary: _____ [>>>Name and Address of Client>>]

Date: _____

ADVANCE PAYMENT GUARANTEE No.: _____

We have been informed that [>>>Name of Consulting Firm>>] (hereinafter called "the Service Providers") has entered into Contract No. [>>>Reference number of the contract>>] dated [>>>insert date>>] with you, for the provision of [>>>Brief description of Services>>] (hereinafter called "the Contract").

Furthermore, we understand that, according to the conditions of the Contract, an advance payment in the sum of [amount in figures] ([amount in words>>]) is to be made against an advance payment guarantee.

At the request of the Service Providers, we [>>>Name of Bank>>] hereby irrevocably undertake to pay you any sum or sums not exceeding in total an amount of [>>>amount in figures>>] ([>>>amount in words>>])¹ upon receipt by us of your first demand in writing accompanied by a written statement stating that the Service Providers are in breach of their obligation under the Contract because the Service Providers have used the advance payment for purposes other than toward providing the Services under the Contract.

It is a condition for any claim and payment under this guarantee to be made that the advance payment referred to above must have been received by the Service Providers on their account number _____ at [>>>name and address of Bank>>].

The maximum amount of this guarantee shall be progressively reduced by the amount of the advance payment repaid by the Service Providers as indicated in copies of certified monthly statements which shall be presented to us. This guarantee shall expire, at the latest, upon our receipt of the monthly payment certificate indicating that the Service Providers have made full repayment of the amount of the advance payment, or on the [>>>insert date>>], whichever is earlier. Consequently, any demand for payment under this guarantee must be received by us at this office on or before that date.

This guarantee is subject to the Uniform Rules for Demand Guarantees, ICC Publication No. 458.

(signature(s))

¹ The Guarantor shall insert an amount representing the amount of the advance payment and denominated in the currency(ies) of the advance payment as specified in the Contract

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TERMS OF REFERENCE

Title	EWADE LUSIP2 Pump Stations, PLCs and RTUs Maintenance
Place of Assignment	EWADE Lubovane
Type of Contract	Service Provider
Start Date	04 th December 2024
End Date	04 st December 2025
Duration	365 days
Supervision	EWADE Water and Infrastructure Services Unit

INSTRUCTIONS TO SERVICE PROVIDERS

- Proposals will be accepted from Eswatini or foreign companies, not individuals.
- The Service Provider must include certified copies of the following:
 - Certified copy of a relevant Trading License or equivalent for foreign Service Providers
 - Declaration of Eligibility of Service Provider
 - Proof of Authority of Signatory
 - E 10,000.00 Bid Security
 - Certificate of Attendance at Pre-bid Clarification Meeting
 - Original and Valid Tax Clearance Certificate, or equivalent for foreign Service Providers
 - Certified copy of current Certificate of Company Registration, or equivalent for foreign Service Providers
 - Certified copy of an official statement of the Directors, alternative directors, managers and auditors of the company (Form 'J' or equivalent)
 - Certified copy of an official statement of the annual summary of shares capital and shares (Form 'C' or equivalent) and
 - Certified copy of the Labour Compliant Certificate
 - Financial statements not older than 12 months on the date of submission of this tender
- Proposals without the above documents will be rejected during the proposal opening.
- Submission of proposal
The technical proposal must be sealed in a separate envelope from the financial proposal. These must then be sealed in one large envelope and marked:

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Chairman of the Tender Committee
Proposal for EWADE LUSIP 2 Pump Stations, PLCs and RTUs Maintenance
Not to be opened before 11:00 am 31st October 2024

1. BACKGROUND

The Lower Usuthu Smallholder Irrigation II Project (LUSIP2) was conceived as an innovative socio-agricultural development initiative aimed at improving the quality of life of rural communities living along the Lower Usuthu Basin Area. The availability of water from the Lubovane Dam was envisaged to open up avenues for sustainable development at community and household level, reducing the poverty levels of the rural population where most people live.

The main focus of the LUSIP2 is to assist Farmer Companies in the Project Development Area (PDA) to establish and operate irrigated farms which cover 5728ha. There are four major components of the project namely: agricultural development (of the 6000 hectares (ha) of irrigated farms), infrastructure development to reduce costs of development and for improvement of social well-being of the people within the project area, project management and financial sourcing for establishment and development of enterprises and environmental management. The total of 5728ha is targeted to be achieved through the facilitation of community based agricultural enterprises called Farm Companies (FCs) by EWADE. This project also targets to provide clean portable water and sanitation for all communities under the Project Development Area (PDA).

This project has also managed to facilitate the establishment of 6 portable water schemes planned for construction and will benefit a population of 15 925 people, they cover a total of 2337 homesteads. A Main Conveyance System has been completed. 27 Farmer Companies Established and On-farm development is underway. Already 16 irrigation schemes have been established, and five (5) potable water schemes. 843 VIPs already constructed benefitting 5,901 households.

2. OBJECTIVE OF THE ASSIGNMENT

The broad objective is to carry out implementation of maintenance of pump stations, PLCs and RTUs for the LUSIP2 project against its objectives and compile pump station, PLC and RTU maintenance reports.

3. Key Deliverables

- 1) Detailed Pump station, PLC and RTU Impact Report with recommendations
- 2) Presentation of findings to the technical team and stakeholders
- 3) Implementation Maintenance of Pump stations, PLCs and RTUs

4. SERVICE PROVIDER'S PERSONNEL

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Service Provider's Experience

- Proven experience in Pump Stations, PLCs and RTUs maintenance
- At least 3 years' experience and skills in monitoring, evaluation and implementation of maintenance services.

Experience and qualifications of personnel

The Service Provider shall provide a team comprising of qualified specialists as described in this Terms of Reference with satisfactory experience in maintaining pump station PLCs, and RTUs in the Water Sector. The Service Provider shall prepare his/her own detailed organization and methodology in its Technical Proposal such that they fulfil the general requirements described here.

Key Personnel

The Pump Station, PLC and RTU team shall comprise of a Team Leader, an Electrician, and a Mechanic. Either of these people will also act as a Team Leader and the number of personnel will be adjusted accordingly.

i) **Team Leader**

The Team Leader should hold a post graduate diploma or equivalent qualification, with minimum of 8 years' experience in maintenance of pump stations, PLCs and RTUs. She or He should have proven experience working on pump stations, PLCs, and RTUs maintenance.

ii) **Electricians**

The electrician should hold at least a diploma or equivalent qualification, with minimum of 5 years' experience in maintenance of pump stations, PLCs and RTUs in the water sector. She or He should have proven experience working on pump stations, PLCs and RTUs maintenance.

iii) **Mechanics**

The Mechanic should hold at least a diploma or equivalent qualification, with minimum of 5 years' experience in maintenance of pump stations, PLCs and RTUs in the water sector. She or He should have proven experience working on pump stations, PLCs and RTUs maintenance.

5. REPORTING

The Service Provider shall keep full records relating to all aspects of the work.

Outputs

The Service Provider shall provide the following:

- Monthly report, three hard copies, a word document and PDF document in USB Flash Drive
- Quarterly Report, three hard copies, a word document and PDF document in USB Flash Drive
- Yearly Report, three hard copies, a word document and PDF document in USB Flash Drive

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- iv) Project Close out Report, three hard copies, a word document and PDF document in USB Flash Drive and a database (raw and analysed) in USB Flash Drive

6. TIME FRAME

The service provider work is expected to commence on the 04th December 2024 for a period not exceeding 365 working days. The final report is scheduled for submission on 04th December 2025.

7. RESPONSE TO CLARIFICATIONS

The Services Provider(s) will be expected to work with the Project Management Team to review and revise the bidders request for clarification.

8. PROPOSAL FORMAT

1) Technical proposal

The technical proposal should be submitted in a standard format: (Refer to SECTION 2: Technical Proposal Standard Forms) on Tender Document.

2) Financial proposal

Financial Proposal Standard Forms shall be used for the preparation of the Financial Proposal according to instructions provided: (Refer to SECTION 3: Financial Proposal Standard Forms) on Tender Document.

9. EVALUATION OF PROPOSAL

1) Technical Proposals Evaluation

	<u>Points</u>
(i) Specific experience of the Service Providers relevant to the assignment:	20
(ii) Adequacy of the proposed methodology and work plan in responding to the Terms of Reference:	20
(iii) Key professional staff Qualifications and competence for the assignment:	50
(iv) Transfer of Knowledge and Participation of Nationals	10

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

2) Financial Proposal Evaluation

Only Financial Proposals from firms that have obtained the minimum score of 75% 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:

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$S_f = 100 \times F_m / F$, in which S_f is the financial score, F_m is the Bid price and F the price of the proposal under consideration.

J. Final score to be awarded to each proposal

The weights given to the Technical and Financial Proposals are:

T = 0.75

P = 0.25

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 Service Provider having the highest ranked proposal.

For more information:

Please pay attention to the section on instructions to Service Providers to confirm eligibility. Queries relating to the issue of these documents, administrative and technical matters may be addressed to the Procurement Manager, Tel No. +268 2411 8600, email: tenders@eswade.co.sz or lusip2@eswade.co.sz. The closing date for the submission of proposals is **11:00 am on Thursday, the 31st October 2024** at the EWADE Head Offices in EWADE Building, Siphofaneni. **No document will be accepted after the closing time and date.**

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TERMS OF REFERENCE

Title	EWADE LUSIP2 Pump Stations, PLCs and RTUs Maintenance
Place of Assignment	EWADE Lubovane
Type of Contract	Service Provider
Start Date	04 th December 2024
End Date	04 st December 2025
Duration	365 days
Supervision	EWADE Water and Infrastructure Services Unit

INSTRUCTIONS TO SERVICE PROVIDERS

5. Proposals will be accepted from Eswatini or foreign companies, not individuals.
6. The Service Provider must include certified copies of the following:
 - Certified copy of a relevant Trading License or equivalent for foreign Service Providers
 - Declaration of Eligibility of Service Provider
 - Proof of Authority of Signatory
 - E 10,000.00 Bid Security
 - Certificate of Attendance at Pre-bid Clarification Meeting
 - Original and Valid Tax Clearance Certificate, or equivalent for foreign Service Providers
 - Certified copy of current Certificate of Company Registration, or equivalent for foreign Service Providers
 - Certified copy of an official statement of the Directors, alternative directors, managers and auditors of the company (Form 'J' or equivalent)
 - Certified copy of an official statement of the annual summary of shares capital and shares (Form 'C' or equivalent) and
 - Certified copy of the Labour Compliant Certificate
 - Financial statements not older than 12 months on the date of submission of this tender
7. Proposals without the above documents will be rejected during the proposal opening.
8. Submission of proposal
The technical proposal must be sealed in a separate envelope from the financial proposal. These must then be sealed in one large envelope and marked:

Chairman of the Tender Committee
Proposal for EWADE LUSIP 2 Pump Stations, PLCs and RTUs Maintenance
Not to be opened before 11:00 am 31st October 2024

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10. BACKGROUND

The Lower Usuthu Smallholder Irrigation II Project (LUSIP2) was conceived as an innovative socio-agricultural development initiative aimed at improving the quality of life of rural communities living along the Lower Usuthu Basin Area. The availability of water from the Lubovane Dam was envisaged to open up avenues for sustainable development at community and household level, reducing the poverty levels of the rural population where most people live.

The main focus of the LUSIP2 is to assist Farmer Companies in the Project Development Area (PDA) to establish and operate irrigated farms which cover 5728ha. There are four major components of the project namely: agricultural development (of the 6000 hectares (ha) of irrigated farms), infrastructure development to reduce costs of development and for improvement of social well-being of the people within the project area, project management and financial sourcing for establishment and development of enterprises and environmental management. The total of 5728ha is targeted to be achieved through the facilitation of community based agricultural enterprises called Farm Companies (FCs) by EWADE. This project also targets to provide clean portable water and sanitation for all communities under the Project Development Area (PDA).

This project has also managed to facilitate the establishment of 6 portable water schemes planned for construction and will benefit a population of 15 925 people, they cover a total of 2337 homesteads. A Main Conveyance System has been completed. 27 Farmer Companies Established and On-farm development is underway. Already 16 irrigation schemes have been established, and five (5) potable water schemes. 843 VIPs already constructed benefitting 5,901 households.

11. OBJECTIVE OF THE ASSIGNMENT

The broad objective is to carry out implementation of maintenance of pump stations, PLCs and RTUs for the LUSIP2 project against its objectives and compile pump station, PLC and RTU maintenance reports.

12. Key Deliverables

- 4) Detailed Pump station, PLC and RTU Impact Report with recommendations
- 5) Presentation of findings to the technical team and stakeholders
- 6) Implementation Maintenance of Pump stations, PLCs and RTUs

13. SERVICE PROVIDER'S PERSONNEL

Service Provider's Experience

- Proven experience in Pump Stations, PLCs and RTUs maintenance
- At least 3 years' experience and skills in monitoring, evaluation and implementation of maintenance services.

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Experience and qualifications of personnel

The Service Provider shall provide a team comprising of qualified specialists as described in this Terms of Reference with satisfactory experience in maintaining pump station PLCs, and RTUs in the Water Sector. The Service Provider shall prepare his/her own detailed organization and methodology in its Technical Proposal such that they fulfil the general requirements described here.

Key Personnel

The Pump Station, PLC and RTU team shall comprise of a Team Leader, an Electrician, and a Mechanic. Either of these people will also act as a Team Leader and the number of personnel will be adjusted accordingly.

iv) Team Leader

The Team Leader should hold a post graduate diploma or equivalent qualification, with minimum of 8 years' experience in maintenance of pump stations, PLCs and RTUs. She or He should have proven experience working on pump stations, PLCs, and RTUs maintenance.

v) Electricians

The electrician should hold at least a diploma or equivalent qualification, with minimum of 5 years' experience in maintenance of pump stations, PLCs and RTUs in the water sector. She or He should have proven experience working on pump stations, PLCs and RTUs maintenance.

vi) Mechanics

The Mechanic should hold at least a diploma or equivalent qualification, with minimum of 5 years' experience in maintenance of pump stations, PLCs and RTUs in the water sector. She or He should have proven experience working on pump stations, PLCs and RTUs maintenance.

14. REPORTING

The Service Provider shall keep full records relating to all aspects of the work.

Outputs

The Service Provider shall provide the following:

- v) Monthly report, three hard copies, a word document and PDF document in USB Flash Drive
- vi) Quarterly Report, three hard copies, a word document and PDF document in USB Flash Drive
- vii) Yearly Report, three hard copies, a word document and PDF document in USB Flash Drive
- viii) Project Close out Report, three hard copies, a word document and PDF document in USB Flash Drive and a database (raw and analysed) in USB Flash Drive

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