



# MATSAPHA TOWN COUNCIL

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## REQUEST FOR PROPOSALS (RFP)

### TRAFFIC RETICULATION UPGRADES AND DESIGN OF PUBLIC TRANSPORT FACILITY IN MATSAPHA

**TENDER NUMBER: 32 OF 2024/25**

**DECEMBER 2024**

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# Letter of Invitation

## REQUEST FOR PROPOSALS

### DESIGN OF TRAFFIC RETICULATION UPGRADES AND PUBLIC TRANSPORT FACILITY IN MATSAPHA

The Matsapha Town Council (MTC or “Council”) is inviting tenders from suitably qualified local Consultants registered with the Construction Industry Council for DESIGN OF TRAFFIC RETICULATION UPGRADES AND PUBLIC TRANSPORT FACILITY IN MATSAPHA - TENDER NUMBER: 32 OF 2024/2025.

The works consists of conducting up-to-date traffic counts, producing geometric designs of roads to enhance traffic flow, design of a public transport facility and producing tender specifications, drawings and bill of quantities.

A compulsory site inspection will be held at Matsapha Town Council Offices, on Friday, 17<sup>th</sup> January 2025 at 10:00 am (local time).

Tender Documents together may be obtained from:

**Matsapha Town Council Civic Offices  
Corner of Police College Road & Airport Road  
Matsapha  
Eswatini**

**From Monday, 6<sup>th</sup> January 2025 upon payment of a non-refundable cash amount of SZL 5,000.00 (Five Thousand Emalangeneni only) payable at the MTC Revenue Office.**

The Bidder shall seal the original and all copies of the Bid in two inner envelopes and one outer envelope, duly marking the inner envelopes as “ORIGINAL” and “COPIES.”

To be eligible for consideration for this proposal, the Tenderer should provide in its proposal the documents specified in “Instructions to Tenderers”, including the following;

Number	DOCUMENTS
1	Certified copy of valid Trading License,
2	Original/Valid Tax Compliance Certificate,
3	Certified copy of current Labour Compliance Certificate,
4	Certified copy of ENPF Compliance Certificate
5	Certified copy of Form J and Form C
6	Financial Statements for the past 3 years,
7	Names and Contacts of at least (3) Reference Customers,
8	Certified copy of a Certificate of Incorporation,
9	Certified copy of Police Clearance for All company Directors,
10	Certified copy of proof of Legal Joint Venture (where necessary),
11	Certified copy of Construction Industry Council registration
12	Original Matsapha Town Council receipt of RFP purchase of <b>(E5,000.00).</b>

The Tenders must be deposited in the Tender Box situated at the

**Matsapha Town Council Civic Offices,  
Corner Police College and Airport Road,**

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## Matsapha

at the latest by **10.00am (local time) on 6<sup>th</sup> February 2025**. Late tenders, as well as tenders received by telegram, facsimile, email or similar medium **will not** be accepted. Tenders received in time by the latest date and time for submission will be opened at Council's Offices at **10.00am (Local time) on 6<sup>th</sup> February 2025**. Tenderers may attend the opening procedure. Late tenders will strictly be rejected.

Requests for clarifications, which must be in writing, should be addressed, via email, to **procurement@matsapha.co.sz**. Council will strive to promptly respond in writing via e-mail to any requests for clarification. All request and clarification should be filed with council ten (ten) calendar days' prior the tender opening date. Written copies of Councils response (including an explanation of the query but without identifying the source of inquiry) will be sent to all prospective Bidders.

LUCKY SUKATI  
TOWN CLERK

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## SITE INSPECTION CERTIFICATE

This is to certify that (*Tenderer*).....of

(*Address*).....

.....was  
represented by the person(s) named

below at the compulsory meeting held for all tenderers at the .....,  
Contract No.

**TENDER NUMBER: 32 OF 2024/2025.** on .....2024 starting at .....

I / We acknowledge that the purpose of the meeting was to acquaint myself / ourselves with the site of the works and / or matters incidental to doing the work specified in the tender documents in order for me / us to take account of everything necessary when compiling our rates and prices included in the tender.

### Particulars of person(s) attending the meeting:

Name:.....Signature:.....

Capacity: .....

Attendance of the above person(s) at the meeting is confirmed by the Client's Agent,  
namely:

Name:.....Signature:.....

For and on behalf of Matsapha Town Council

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## SECTION 1 INSTRUCTIONS TO CONSULTANTS

### DEFINITIONS

- (a) “Client” means the agency with which the selected Consultant signs the Contract for the Services.
- (b) “Consultant” 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 Consultants used to reflect specific assignment conditions.
- (e) “Day” means calendar day.
- (f) “Government” means the Government of the Kingdom of Eswatini.
- (g) “Instructions to Consultants” means the document which provides Consultants 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 Consultants.
- (i) “Personnel” means professionals and support staff provided by the Consultant or by any Sub-Consultant 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 Consultant pursuant to the Contract.
- (m) “Sub-Consultant” means any person or entity with whom the Consultant 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 Consultant, 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 Consultant) in accordance with the method of selection specified in the Data Sheet.
- 1.2 Consultants are invited to submit a Technical Proposal and a Financial Proposal for consulting services required for the assignment named in the Data Sheet. The Proposal will be the basis for contract negotiations and ultimately for a signed Contract

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with the selected Consultant.

- 1.3 Consultants 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, Consultants 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.

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

## 2. Conflict of Interest

- 2.1 Consultants 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.

- 2.1 Without limitation on the generality of the foregoing, Consultants, 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 Consultant (including its Personnel and Sub-Consultants) 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 Consultant to be executed for the

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same or for another Client. For example, a Consultant hired to prepare engineering design for an infrastructure project shall not be engaged to prepare an independent environmental assessment for the same project, and a Consultant assisting a Client in the privatization of public assets shall not purchase, nor advise purchasers of such assets. Similarly, a consultant hired to prepare Terms of Reference for an assignment should not be hired for the assignment in question.

(iii) A Consultant (including its Personnel and Sub-Consultants) 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 (a) the preparation of the Terms of Reference of the assignment, (b) the selection process for such assignment, or (c) supervision of the Contract, may not be awarded a Contract.

- 2.2 Consultants 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 Consultant or the termination of its Contract.

### 3. Association

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

### 4. Commissions

- 4.1 Consultants 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 Consultant is awarded the Contract, as requested in the Financial Proposal submission form

### 5. One Proposal

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

### 6. Validity

- 6.1 The Data Sheet indicates how long Consultants' Proposals must remain valid after the submission date. During this period, Consultants 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 Consultants to extend the validity period of their proposals.

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

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## 7. Clarification and Amendment of RFP Documents

- 7.1 Consultants 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 Consultants. Should the 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 Consultants and will be binding on them. Consultants shall acknowledge receipt of all amendments. To give Consultants 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 Consultants and the Client, shall be written in the English language.
- 8.2 In preparing their Proposal, Consultants 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, Consultants must give particular attention to the following:
- 8.4 8.4 In preparing their Proposal, Consultants 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, Consultants 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 Consultants.
  - 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 Consultants are required to submit a Full Technical Proposal. The Technical Proposal shall provide the information indicated in the following paras from (a) to (i) using the attached Standard Forms:

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- a) For the Technical Proposal, evidence of the Consultant'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 Consultants' organization and an outline of the Consultant'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-Consultants/ Professional staff who participated, duration of the assignment, contract amount, and Consultant's involvement. Information should be provided only for those assignments for which the Consultant 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 Consultant, or that of the Consultant's associates, but can be claimed by the Professional staff themselves in their CVs. Consultants should be prepared to substantiate the claimed experience if so requested by the Client.
- b) Form TECH-2 (D) requests that the consultants include certified copies of: trading license, tax clearance certificate, form 'J' and form 'C', or similar documents for foreign consultants.
- 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 Consultants must meet the criteria set out in Form TECH - 9 in order to be eligible to participate in public procurement

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

## 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 Consultants' 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 Consultant 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.
- 10.4 Consultants 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 Consultants 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 Consultants 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 Consultants 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 10:00hrs local time on the 6<sup>th</sup>**"

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**February 2025**". 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 Consultants should not contact the Client on any matter related to its Technical and/or Financial Proposal. Any effort by Consultants to influence the Client in the examination, evaluation, ranking of Proposals, and recommendation for award of Contract may result in the rejection of the Consultants' 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 MTC Tender Board has provided its approval, the Client shall inform the Consultants who have submitted proposals the technical scores obtained by their Technical Proposals, and shall notify those Consultants 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 Consultants that have secured the minimum qualifying mark, the date, time and location for opening the Financial Proposals. The opening date should allow Consultants sufficient time to make arrangements for attending the opening. Consultants' attendance at the opening of Financial Proposals is optional.

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## 15. Opening of Financial Proposals

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

## 16. Evaluation of Financial 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 consultants (and to be paid under the contract, unless the consultant is exempted)

## 17. Evaluation (Least Cost)

- 17.1 The Consultant, 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 Consultant 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 Consultant. Representatives conducting negotiations on behalf of the Consultant must have written authority to negotiate and conclude a Contract.

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## 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 Consultant to improve the Terms of Reference. The Client and the Consultants 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 Consultant.

## 21. Financial Negotiations

- 21.1 If applicable, it is the responsibility of the Consultant, before starting financial negotiations, to contact the local tax authorities to determine the local tax amount to be paid by the Consultant 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 Consultant 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 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 Consultant may be disqualified. Any proposed substitute shall have equivalent or better qualifications and experience than the original candidate and be submitted by the Consultant 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 Consultant will initial the agreed Contract. If negotiations fail, the Client will invite the Consultant whose Proposal received the second highest score to negotiate a Contract.
- 21.4 After completing negotiations, the Client shall award the Contract to the selected Consultant, and promptly notify all Consultants who have submitted proposals. After Contract signature, the Client shall return the unopened Financial Proposals to the unsuccessful Consultants.
- 21.5 Information relating to evaluation of Proposals and recommendations concerning awards shall not be disclosed to the Consultants who submitted the Proposals or to other persons not officially concerned with the process, until the publication of the award of Contract.

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## 22. Commence of Assignment

- 22.1 The Consultant 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 Consultants should be aware that a consultant who engages in corrupt, collusive, fraudulent or coercive practices will have their proposals rejected and may further be subject to the prosecution under the laws of Eswatini;
- “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 mean a scheme or arrangement between two or more consultants, 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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## Proposal Data Sheet

Paragraph Reference	
<b>1.</b>	<b>Definitions</b>
1.1	<b>Name of the Client:</b> Matsapha Town Council <b>Method of selection:</b> Quality and Cost Based Selection.
1.2	<b>Name of Assignment:</b> Consultancy Services Design of Traffic Reticulation Upgrades and Public Transport Facility in Matsapha
1.3	<b>A pre-proposal meeting:</b> A compulsory site inspection meeting will be held at Matsapha Town Council Offices, on <b>Friday 17<sup>th</sup> January 2025 at 3.00pm (local time).</b>
1.4	<b>The Client will provide the following inputs and facilities:</b> Where possible the Client may make available copies of reports from the previous studies. These may be in either hard or soft copies. See ANNEX 2 - List of Available Reports at the end of this section.
<b>6.</b>	<b>Validity</b>
6.1	Proposals must remain valid for 90 (ninety) days after the submission date.
<b>7.</b>	<b>Clarification and Amendment of RFP Documents</b>
7.1	Clarifications may be requested in writing (letter or email) but not later than 10 (ten) days before the latest submission date.  <b>The address for requesting clarifications is:</b> <b>Matsapha Town Council</b> <b>P. O. Box 1790</b> <b>Matsapha</b>  Street Address: Corner College Road and Airport Road Tel: 25186637 Fax: 25186646  Emails can be addressed to Procurement Officer at: <a href="mailto:ngwenyas@matsapha.co.sz">ngwenyas@matsapha.co.sz</a> with copy to <a href="mailto:dlaminip@matsapha.co.sz">dlaminip@matsapha.co.sz</a>

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9.	<b>Preparation of the Technical Proposal</b>
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"> <li>• Certified copy of valid Trading License,</li> <li>• Original/Valid Tax Compliance Certificate,</li> <li>• Certified copy of current Labour Compliance Certificate,</li> <li>• Certified copy of ENPF Compliance Certificate</li> <li>• Certified copy of Form J and Form C</li> <li>• Financial Statements for the past 3 years,</li> <li>• Names and Contacts of at least (3) Reference Customers,</li> <li>• Certified copy of a Certificate of Incorporation,</li> <li>• Certified copy of Police Clearance for All company Directors,</li> <li>• Certified copy of proof of Legal Joint Venture (where necessary),</li> <li>• Certified copy of Construction Industry Council registration</li> <li>• Original Matsapha Town Council receipt of RFP purchase of (E5000.00).</li> </ul>
10.	<b>Preparation of the Financial Proposal</b>
10.3	<p><b>Taxes:</b></p> <p>All consultants must take note that a <b>withholding tax of 15%</b> 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 <b>15%</b> 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><b>The Commissioner of Taxes</b>  <b>P. O. Box 5628</b>  <b>Mbabane</b>  <b>Eswatini</b></p> <p><b>Physical Address:</b>  <b>Portion 419 Farm 50</b>  <b>Along MR 103,</b>  <b>Ezulwini</b></p>

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## Section 1: Instructions to Consultants

	<p>Kingdom of Eswatini Tel. 2406 4000 or <a href="mailto:info@era.org.sz">info@era.org.sz</a></p> <p>Department of Customs and Excise Ezulwini Eswatini Tel. (+268) 24064000</p>
10.4	Emalangeneni (SZL)
<b>11.</b>	<b>Packing and Submission of the Proposal</b>
11.3	The Consultant must submit one (1) original and three (3) copies of the Technical Proposal and one (1) original and three (3) copies 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 “<b>Technical Proposal</b>”.</p> <p>The original Financial Proposal shall be placed in a sealed envelope clearly marked “<b>Financial Proposal</b>” followed by the Tender Number, the name of the assignment and name and address of the consultant and with a warning “<b>Do Not Open with the Technical Proposal.</b>”</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 style="text-align: center;"><b>Matsapha Town Council Civic Centre Corner of Police College Road &amp; Airport Road Matsapha Eswatini</b></p> <p>Furthermore, the outer envelope must be marked: TRAFFIC RETICULATION UPGRADES AND DESIGN OF PUBLIC TRANSPORT FACILITY IN MATSAPHA - TENDER NUMBER: 32 OF 2024/2025.; and ‘Do not open before 10:00hrs local time on the 6<sup>th</sup> February 2025’.</p>
<b>12.</b>	<b>Latest Date for Submission</b>
12.1	<p>The location for submission of Proposal is: <b>Matsapha Town Council Civic Centre Corner of Police College Road &amp; Airport Road Matsapha Eswatini</b></p> <p>The date and time for submission of Proposals is: <b>10:00hrs local time on 6<sup>th</sup> 2025</b></p>
<b>14.</b>	<b>Evaluation of the Technical Proposals</b>

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14.1	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 Consultants.										
	<table> <tr> <th></th><th>Points</th></tr> <tr> <td>(i) Specific experience of the Consultants 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>40</td></tr> <tr> <td>(iii) Key professional staff Qualifications and competence for the assignment:</td><td>40</td></tr> <tr> <td><b>Total Technical Points</b></td><td><b>100</b></td></tr> </table> <p>The minimum Technical Score (St) required to pass is: <b>Seventy-five (75)</b> points.</p>		Points	(i) Specific experience of the Consultants relevant to the assignment:	20	(ii) Adequacy of the proposed methodology and work plan in responding to the Terms of Reference:	40	(iii) Key professional staff Qualifications and competence for the assignment:	40	<b>Total Technical Points</b>	<b>100</b>
	Points										
(i) Specific experience of the Consultants relevant to the assignment:	20										
(ii) Adequacy of the proposed methodology and work plan in responding to the Terms of Reference:	40										
(iii) Key professional staff Qualifications and competence for the assignment:	40										
<b>Total Technical Points</b>	<b>100</b>										
<b>16.</b>	<b>Evaluation of the Financial Proposals</b>										
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.										
<b>18.</b>	<b>Evaluation of Quality Cost Based Proposals</b>										
18.1	<p>The formula for determining the Financial Score is the following:  <math>S_f = 100 \times F_m / F</math>, in which <math>S_f</math> is the financial score, <math>F_m</math> is the lowest price and <math>F</math> the price of the proposal under consideration.</p> <p>The weights given to the Technical and Financial Proposals are:  <math>T = 0.75</math>  <math>P = 0.25</math></p>										
<b>19.</b>	<b>Negotiations</b>										
19.1	<p>Expected address for contract negotiations:  <b>Matsapha Town Council Civic Centre</b>  <b>Corner of Police College Road &amp; Airport Road</b>  <b>Matsapha</b>  <b>Eswatini</b></p>										
<b>22.</b>	<b>Commencement of Assignment</b>										
22.1	The assignment is expected to commence on <b>1<sup>st</sup> April 2025.</b>										

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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 (TORs). The technical evaluation shall be carried out on the basis of the following criteria (points 100/100).

(i) Specific experience of the Consultant relevant to the assignment **(points 20/100):**

- Experience in transportation planning, traffic engineering, and traffic impact analysis **(maximum 10 points);**
- Experience in conducting traffic studies and analysis of major urban roads **(maximum 10 points);**
- Experience in geometric design of urban roads to South African National Standards, Standardised Specifications for Civil Engineering Construction (SANS 1200) or similar codes **(maximum 5 points);**

(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 40/100).**

- Technical approach, methodology and understanding the terms of reference. **(maximum points 10);**
- Consultants work plan **(maximum points 8).**
- Organisation and staffing **(maximum points 7).**

(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 as proposed by the tenderer in the technical proposal - standard forms TECH 5 & 6. **(points 40/100).**

### 1. Experts Qualifications and Minimum Requirements

The Consultant is expected to provide the following personnel with relevant experience and qualifications. The roles and responsibilities of each.

#### 1.1 Lead Engineer - Transportation Planning (10/40)

- Education:**
- a minimum Bachelor's Degree in Civil Engineering from a recognised University;
  - be a Registered Professional Engineer / Technologist with a recognized accreditation body.
- Experience:**
- minimum 15 years relevant postgraduate international experience;
  - minimum 10 years in transportation planning;
  - experience in the use of the South African National Standards (COTO) or equivalent
  - minimum 5 years as Project Manager in transportation planning and traffic engineering studies;

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- Responsibilities:**
- management and technical direction of the assignment;
  - lead, guide and support the technical team;
  - report directly to MTC, when necessary.

## 1.2 Traffic Engineer (8/40)

- Education:**
- a minimum Bachelor's Degree in Civil Engineering from a recognised University, with a specialization in transportation engineering;
  - be a registered Professional Engineer / Technologist with a recognized accreditation body.

- Experience:**
- minimum 10 years relevant postgraduate international experience;
  - minimum 5 years in conducting traffic impact studies, traffic flow analysis, and capacity assessments.
  - experience using traffic simulation software (e.g., VISSIM, SYNCHRO or equivalent) to model traffic behavior and optimize signal timing;
  - excellent command of the English language, both written and spoken.

**Responsibilities:**

- conducts detailed traffic analysis, capacity assessments, and signal timing studies;
- produces traffic simulations to inform design upgrades

## 1.3 Geometric Design Engineer (8/40)

- Education:**
- minimum Bachelor's Degree in Engineering from a recognized University, with a specialization in transportation engineering;
  - be a registered Professional Engineer / Technologist with a recognized accreditation body.

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## Section 2: Technical Proposal - Standard Forms

- Experience:**
- minimum 10 years relevant postgraduate international experience;
  - minimum 5 years costing exposure of pipeline and on-farm development construction projects;
  - experience in designing roadway geometrics, traffic calming measures, and pedestrian facilities;
  - proficiency in applying geometric design standards and guidelines (e.g., AASHTO Green Book, local regulations) for various types of transportation facilities;
  - knowledge of horizontal and vertical alignment design, cross-section elements, sight distance considerations, and safety standards;
  - understanding of traffic signal design, lane configurations, and intersection layouts;
  - fluent in the English language, both written and spoken.

**Responsibilities:**

- preparation of construction plans, specifications, and cost estimates related to geometric design elements;
- collaboration with Traffic Engineer and to integrate geometric design elements that optimize traffic flow, safety, and operational efficiency;
- designing of drainage systems, culverts, and stormwater management systems within geometric designs.

### 1.4 Public Transport Specialist (8/40)

- Education:**
- minimum Bachelor's degree in Civil Engineering, Logistics Management/Engineering, Transport Economics or equivalent from a recognised institution.

- Experience:**
- minimum 5 years relevant postgraduate experience;
  - minimum 3 years design in the public transportation field;
  - experience in developing and analysing transportation plans and strategies for public transport systems;
  - understanding of traffic flow principles and traffic management strategies.

**Responsibilities:**

- planning and overseeing the construction of the public

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transport facility infrastructure including bus stops, and transit lanes

- focuses on public transit system analysis, ridership forecasting, and route planning
- designing optimal routes and schedules for mini buses, buses, or other modes of public transport to minimize travel time and maximize service coverage.

### 1.5 Technician / CAD Operator (6/40)

**Education:** - minimum N.Dip in Engineering or related field from a recognised university;

**Experience:** Technician;

- minimum 5 years relevant postgraduate experience as a
- proficiency in CAD software such as AutoCAD, or similar tools depending on the industry;
- ability to create detailed technical drawings based on specifications provided by engineers;

**Responsibilities:**

- generate detailed 2D or 3D drawings, based on specifications, and other input from engineers using CAD software (such as AutoCAD, etc.)
- review and interpret design sketches, layouts, and specifications to accurately translate them into CAD drawings.

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## ANNEX 2 - List of Available Reports

- Matsapha Comprehensive Mobility Plan (July 2022)
- Matsapha Town Planning Scheme (2019)
- Matsapha Integrated Development Plan (IDP 2024-2028)
- State of the environment report (2020)
- Stakeholder engagement reports

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## SECTION 2 TECHNICAL PROPOSAL

### STANDARD FORMS

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

- TECH-1     Technical Proposal Submission Form
- TECH-2     Consultant’s Organization, Experience and Financial Standing
  - A. Consultant’s Financial Standing
  - B. Consultant’s Organization
  - C. Consultant’s Experience
  - D. Other Documents Comprising the Proposal
- 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

[&gt;&gt;&gt;Location, Date&gt;&gt;&gt;]

To: [&gt;&gt;&gt;Name and address of Procuring Entity&gt;&gt;&gt;]

Dear Sirs:

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

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

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

If negotiations are held during the period of validity of the Proposal, 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.

Authorized Signature: \_\_\_\_\_  
 Name and Title of Signatory: \_\_\_\_\_  
 Name of Firm: \_\_\_\_\_  
 Address: \_\_\_\_\_

[Stamp of the Firm]

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**FORM TECH-2:  
FORM TECH-2: CONSULTANT'S ORGANIZATION, EXPERIENCE AND FINANCIAL STANDING**

---

**A - Consultant's Financial Standing**

Following financial information shall be provided:

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

**B - Consultant's Organization**

*[A brief description of the Consultants' organization]*

**C - Consultant's Experience**

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

Assignment name:	Approx. value of the contract [ <b>&gt;&gt;&gt;Amount in Emalangenzi in figures and in words&gt;&gt;&gt;</b> ]:
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 [ <b>&gt;&gt;&gt;Amount in Emalangenzi in figures and in words&gt;&gt;&gt;</b> ]:
Start date [ <b>&gt;&gt;&gt; month/year&gt;&gt;&gt;</b> ]: Completion date [ <b>&gt;&gt;&gt; month/year&gt;&gt;&gt;</b> ]:	N° of professional staff-months provided by associated Consultants:
Name of associated Consultants, if any:	Name of senior professional staff of your firm involved and functions performed (indicate most significant profiles such as Project Director, Project Coordinator, Team Leader):
Narrative description of Project:	
Description of actual services provided by your staff within the assignment:	

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## D - Other Document's Comprising the Proposal

The Technical Proposal must include the following documents:

- i. Certified copy of valid Trading License,
- ii. Original/Valid Tax Compliance Certificate,
- iii. Certified copy of current Labour Compliance Certificate,
- iv. Certified copy of ENPF Compliance Certificate
- v. Certified copy of Form J and Form C
- vi. Financial Statements for the past 3 years,
- vii. Names and Contacts of at least (3) Reference Customers,
- viii. Certified copy of a Certificate of Incorporation,
- ix. Certified copy of Police Clearance for All company Directors,
- x. Certified copy of proof of Legal Joint Venture (where necessary),
- xi. Certified copy of Construction Industry Council registration
- xii. Original Matsapha Town Council receipt of RFP purchase of (E5000.00).

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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

[illegible]





## 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 Bodies: \_\_\_\_\_
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:

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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 willful misstatement described herein may lead to my disqualification or dismissal, if engaged.

\_\_\_\_\_ Date:

\_\_\_\_\_  
(Signature of staff member)  
(Day/Month/Year)

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FORM TECH-7: STAFFING SCHEDULE<sup>1</sup>

N°	Name of Staff	Staff input (in the form of a bar chart) <sup>2</sup>														Total staff-month input		
		1	2	3	4	5	6	7	8	9	10	11	12	n	Office	Field <sup>3</sup>	Total	
<b>Foreign</b>																		
1		[Office] [Field]																
2																		
3																		
n																		
Subtotal																		
<b>Local</b>																		
1		[Office] [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 office and field work.

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



Full time input

Part time input

## FORM TECH-8: WORK SCHEDULE

N°	Activity <sup>1</sup>	Months <sup>2</sup>												
		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 Consultants must meet the following criteria, to be eligible to participate in public procurement.

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

Dear Sirs

Re Tender Reference: **32 OF 2024/25**

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

- (a) We, including any joint venture partners or consortium partners, are a legal entity and have the legal capacity to enter into the contract;
- (b) We are not insolvent, in receivership, bankrupt or being wound up, our affairs are not being administered by a court or a judicial officer, our business activities have not been suspended, and we not the subject of legal proceedings for any of the foregoing;
- (c) We have fulfilled our obligations to pay taxes and social security contributions;
- (d) We have not, and our directors or officers have not, been convicted of any criminal offence related to our/their professional conduct or the making of false statements or misrepresentations as to their qualifications to enter into a contract within a period of five years preceding the commencement of the procurement proceedings; and
- (e) That we do not have a **conflict of interest** in relation to the procurement requirement.

Signed.....

Date.....

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### 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 Consultants'.

FIN-1 Financial Proposal

Submission

FIN-2 Summary of Proposal or

Activity FIN-3 Summary of

Fees

FIN-4 Summary of Reimbursables

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## FORM FIN-1: FINANCIAL PROPOSAL SUBMISSION FORM

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

[>>>Location>>>]

[>>>Date>>>]

Procurement Reference No: 32 OF 2024/25

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 Emalangen: [>>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]*

#### Disclaimer

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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)
Fees	
Reimbursable	
Local taxes	
Subtotals	
Grand Total (lump sum)	

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## FORM FIN-3: SUMMARY OF FEES

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

**State activity name or total proposal:** \_\_\_\_\_ **Currency:** Emalangeni

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

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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
<b>Total</b>				

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

### 1. Introduction

The Matsapha Town Council seeks proposals for the design of comprehensive road traffic upgrades and a public transport terminal. This project aims to enhance urban mobility, improve public transportation infrastructure, and create a more efficient and safe traffic environment for all road users. The Matsapha Municipal area is an area initially established as an industrial Park/Estate in 1956 was then gazetted to Town Council status in 2012. The municipal is approximately 2,860.1 hectares.

Functionally, the Town of Matsapha forms part of what can essentially be regarded as a larger urban conurbation comprising the urban and peri-urban areas of the towns of Matsapha and Manzini, structured around a stretch of the MR3, Figure 1.2. Apart from the infrastructural and socio-economic benefits derived from the Town's growth, the same growth has led to a number of social and infrastructure challenges, particularly service provision. As the country's main industrial estate, Matsapha enjoys superior infrastructure investment that includes proximity to an airport and railway infrastructure.

### 2. Objective(s) of the Assignment

The objectives of this assignment can be summaries as below:

- **Enhanced Traffic Flow:** Improve traffic efficiency and reduce congestion through strategic road design and traffic management solutions.
- **Safety Enhancement:** Prioritize safety for all road users, including pedestrians, cyclists, and motorists, through upgraded infrastructure and signage.
- **Accessibility:** Improve accessibility for all users, including those with disabilities, by incorporating universal design principles into the terminal and road upgrades.
- **Public Transport Integration:** Design a modern, accessible public transport terminal that seamlessly integrates with existing transport networks.
- **Environmental Sustainability:** Implement eco-friendly practices in design and construction to minimize environmental impact and promote sustainable urban development.
- **Community Engagement:** Foster community involvement and feedback throughout the design process to ensure the project meets local needs and preferences.
- **Technological Innovation:** Utilize cutting-edge technology such as smart traffic systems and digital signage to enhance operational efficiency and user experience.

### 3. Project Scope

The assignment will be focusing on designs in Ward 6 of the Matsapha urban boundary, which is predominantly the commercial business precinct of the town. The precinct includes up to three (3) main roads, namely Ludvonga, Matalatala and Lomawa Streets, which form the main area for accessing and exiting the town of Matsapha. The roads measure approximately 1.4km combined.

The rest of the assignment is designing a suitable public transport facility on Lot 187/T measuring approximately 4.5 hectares, which is adjacent to Lomawa Street. Figure 1 below shows the locality of the assignment focus area. The public transport facility shall be

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designed to complement the existing and proposed future developments on the area. Lot 187/T has also been earmarked for a commercial development to the East and also covering Lot 2/188/T as shown.



Figure 1: Locality map

The successful bidder will be responsible for designing and producing details for the following key elements:

- **Up-to-date Traffic Counts:** Conduct traffic counts to inform design proposals
- **Intersection Improvements:** Enhance traffic flow and safety at key junctions
- **Route Recommendations:** Propose possible public service vehicle routes for accessing and exiting the business precinct
- **Bus Lanes and Stops:** Design dedicated lanes and modern, accessible bus stops
- **Pedestrian Facilities:** Create safe, walkable spaces for pedestrians
- **Parking Areas:** Develop efficient parking solutions for private and public transport vehicles
- **Traffic Signal Upgrades:** Implement smart traffic management systems
- **Public Transport Facility:** Design and produce details of the public transport facility with all associated amenities such as lighting, vending stalls and public ablutions.

#### 4. Project Timeline

The expected duration for the design phase of this project is **8 months**. Bidders should provide a detailed timeline outlining key milestones and deliverables within this timeframe.

#### 5. Team Composition & Qualification Requirements for the Key Experts

The Consultant is expected to provide the following key expert personnel with relevant experience and qualifications. In addition to the key expert personnel listed below, the bidders are expected to provide any additional personnel and their CVs necessary to perform

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his duties. These may include surveyors, clerk of works, etc. The roles and responsibilities of each of key personnel are outlined below:

#### 5.1.1 Lead Engineer - Transportation Planning

- Education:**
- a minimum Bachelor's Degree in Civil Engineering from a recognised University;
  - be a Registered Professional Engineer / Technologist with a recognized accreditation body.
- Experience:**
- minimum 15 years relevant postgraduate international experience;
  - minimum 10 years in transportation planning;
  - experience in the use of the South African National Standards (COTO) or equivalent
  - minimum 5 years as Project Manager in transportation planning and traffic engineering studies;
- Responsibilities:**
- management and technical direction of the assignment;
  - lead, guide and support the technical team;
  - report directly to MTC, when necessary.

#### 5.1.2 Traffic Engineer

- Education:**
- a minimum Bachelor's Degree in Civil Engineering from a recognised University, with a specialization in transportation engineering;
  - be a registered Professional Engineer / Technologist with a recognized accreditation body.
- Experience:**
- minimum 10 years relevant postgraduate international experience;
  - minimum 5 years in conducting traffic impact studies, traffic flow analysis, and capacity assessments.
  - experience using traffic simulation software (e.g., VISSIM, SYNCHRO or equivalent) to model traffic behavior and optimize signal timing;
  - excellent command of the English language, both written and spoken.
- Responsibilities:**
- conducts detailed traffic analysis, capacity assessments, and signal timing studies;
  - produces traffic simulations to inform design upgrades

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### 5.1.3 Geometric Design Engineer

- Education:**
- minimum Bachelor's Degree in Engineering from a recognized University, with a specialization in transportation engineering;
  - be a registered Professional Engineer / Technologist with a recognized accreditation body.

- Experience:**
- minimum 10 years relevant postgraduate international experience;
  - minimum 5 years costing exposure of pipeline and on-farm development construction projects;
  - experience in designing roadway geometrics, traffic calming measures, and pedestrian facilities;
  - proficiency in applying geometric design standards and guidelines (e.g., AASHTO Green Book, local regulations) for various types of transportation facilities;
  - knowledge of horizontal and vertical alignment design, cross-section elements, sight distance considerations, and safety standards;
  - understanding of traffic signal design, lane configurations, and intersection layouts;
  - fluent in the English language, both written and spoken.

**Responsibilities:**

- preparation of construction plans, specifications, and cost estimates related to geometric design elements;
- collaboration with Traffic Engineer and to integrate geometric design elements that optimize traffic flow, safety, and operational efficiency;
- designing of drainage systems, culverts, and stormwater management systems within geometric designs.

### 5.1.4 Public Transport Specialist

- Education:**
- minimum Bachelor's degree in Civil Engineering, Logistics Management/Engineering, Transport Economics or equivalent from a recognised institution.

- Experience:**
- minimum 5 years relevant postgraduate experience;
  - minimum 3 years design in the public transportation field;
  - experience in developing and analysing transportation plans and strategies for public transport systems;
  - understanding of traffic flow principles and traffic management strategies.

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**Responsibilities:**

- planning and overseeing the construction of the public transport facility infrastructure including bus stops, and transit lanes
- focuses on public transit system analysis, ridership forecasting, and route planning
- designing optimal routes and schedules for mini buses, buses, or other modes of public transport to minimize travel time and maximize service coverage.

**5.1.5 Technician / CAD Operator**

**Education:** - minimum N.Dip in Engineering or related field from a recognised university;

**Experience:** - minimum 5 years relevant postgraduate experience as a Technician;

- proficiency in CAD software such as AutoCAD, or similar tools depending on the industry;
- ability to create detailed technical drawings based on specifications provided by engineers;

**Responsibilities:**

- generate detailed 2D or 3D drawings, based on specifications, and other input from engineers using CAD software (such as AutoCAD, etc.)
- review and interpret design sketches, layouts, and specifications to accurately translate them into CAD drawings.

**6. Deliverables**

The successful bidder will be expected to provide:

- Project inception report
- Detailed traffic count and preliminary design report
- Detailed design drawings for all project elements
- Cost estimates for each phase of implementation (BoQs)
- Traffic flow simulations
- Accessibility and safety audit reports

Each reporting stage must be in the following format

- Written reports n A4 size One original hard and one hard copy
- One original “soft copy” through email and USB
- dates of submission;
- Reports to be submitted to the Town Engineer

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## 7. Submission Requirements

Proposals should include:

- Detailed project approach and methodology
- Team composition and qualifications
- Previous experience in similar projects
- Proposed timeline and milestones
- Budget breakdown

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## Form of Contract

### CONTRACT FOR CONSULTANTS' SERVICES

between

---

*[Name of the Procuring Entity/Client]*

and

---

*[Name of the Consultant]*

Dated: \_\_\_\_\_

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**FORM OF  
CONTRACT  
LUMP-SUM**

*[If the Consultant is one entity, use starting Text 1, if the Consultant 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 Consultant>>] (hereinafter called the “Consultant”).

*[Text 2. In last line, all the consultants should 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 Consultant’s obligations under this Contract, namely, [>>name of Consultant>>] and [>>name of Consultant>>] (hereinafter called the “Consultant”).]

**WHEREAS**

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

Appendix D: Breakdown of Contract Price in

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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 Consultant shall be as set forth in the Contract, in particular:
- (a) the Consultants shall carry out the Services in accordance with the provisions of the Contract; and
  - (b) the Client shall make payments to the Consultants in accordance with the provisions of the Contract.

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

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

---

*[Authorized Representative]*

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

---

*[Authorized Representative]*

*[If the Consultant 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 Consultant

*[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) “Consultant” 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 Consultant, as the case may be, and “Parties” means both of them.
- (k) “Personnel” means persons hired by the Consultant or by any Sub- Consultants and assigned to the performance of the Services or any part thereof.
- (l) “SCC” means the Special Conditions of Contract by which the GCC may be amended or supplemented.
- (m) “Services” means the work to be performed by the Consultant pursuant to this Contract, as described in Appendix A hereto.
- (n) “Sub-Consultants” means any person or entity to whom/which the Consultant subcontracts 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.

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### 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.

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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 Consultant 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 Consultant's rights and obligations towards the Client under this Contract, including without limitation the receiving of instructions and payments from the Client.
- 1.7 Authorized Representatives** Any action required or permitted to be taken, and any document required or permitted to be executed under this Contract by the Client or the Consultant may be taken or executed by the officials specified in the SCC.
- 1.8 Taxes and Duties** The Consultant, Sub-Consultants, 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** Consultants should be aware that a Consultant who engages in corrupt, collusive or fraudulent practices will have their proposals rejected and may further be subject to prosecution under the laws of Eswatini.
- 1.9.1 Commission and Fees** It is required that the successful Consultant will disclose any commissions or fees that may have been paid or are to be paid to agents, representatives, or commission agents with respect to the selection process or execution of the contract. The information disclosed must include at least the name and address of the agent, representative, or commission agent, the amount and currency, and the purpose of the commission or fee.

## 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.

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- 2.2 Commencement of Services** The Consultant shall begin carrying out the Services not later than the number of days after the Effective Date specified in the SCC.
- 2.3 Expiration of Contract** Unless terminated earlier pursuant to Clause GCC 2.6, this Contract shall expire at the end of the time period after the Effective Date, as specified in the SCC.
- 2.4 Modifications or Variations** 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 Consultant shall be entitled to continue to be paid under the terms of this Contract, as well as to be reimbursed for additional costs reasonably and necessarily incurred by them during such period for the purposes of the Services and in reactivating the Service after the end of such period.
- 2.6 Termination**
- 2.6.1 By the Client** The Client may terminate this Contract in case of the occurrence of any of the events specified in paragraphs (a) through (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 Consultant, and sixty (60) days’ in the case of the event referred to in (e).
- (a) If the Consultant does not remedy a failure in the performance of their obligations under the Contract, within thirty (30) days after being notified or within any further period as the Client may have subsequently approved in writing.

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- (b) If the Consultant becomes insolvent or bankrupt.
- (c) If the Consultant, in the judgment of the Client has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.
- (d) If, as the result of Force Majeure, the Consultant are unable to perform a material portion of the Services for a period of not less than sixty (60) days.
- (e) If the Client, in its sole discretion and for any reason whatsoever, decides to terminate this Contract.
- (f) If the Consultant fails to comply with any final decision reached as a result of arbitration proceedings pursuant to Clause GCC 8 hereof.

**2.6.2 By the Consultant**

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

- (a) If the Client fails to pay any money due to the Consultant pursuant to this Contract and not subject to dispute pursuant to Clause GCC 7 hereof within forty-five (45) days after receiving written notice from the Consultant that such payment is overdue.
- (b) If, as the result of Force Majeure, the Consultant is unable to perform a material portion of the Services for a period of not less than sixty (60) days.
- (c) If the Client fails to comply with any final decision reached as a result of arbitration pursuant to Clause GCC 8 hereof.

**2.6.3 Payment upon Termination**

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

- (a) Payment pursuant to Clause GCC 6 for Services satisfactorily performed prior to the effective date of termination.
- (b) Except in the case of termination pursuant to paragraphs (a) through (c), and (f) of Clause GCC 2.6.1, reimbursement of any reasonable cost incident to the prompt and orderly termination of the Contract, including the cost of the return travel of the Personnel and their eligible dependents.

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### 3. OBLIGATIONS OF THE CONSULTANT

#### 3.1 General

##### 3.1.1 Standard of Performance

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

#### 3.2 Conflict of Interests

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

##### 3.2.1 Consultants Not to Benefit from Commissions, Discounts, etc.

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

##### 3.2.2 Consultant and Affiliates Not to be Otherwise Interested in Project

The Consultant agrees that, during the term of this Contract and after its termination, the Consultant and any entity affiliated with the Consultant, as well as any Sub-Consultants and any entity affiliated with such Sub-Consultants, shall be disqualified from providing goods, works or services (other than consulting services) resulting from or directly related to the Consultant's Services for the preparation or implementation of the project.

##### 3.2.3 Prohibition of Conflicting Activities

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

#### 3.3 Confidentiality

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

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- 3.4 Insurance to be Taken Out by the Consultant** The Consultant (a) shall take out and maintain, and shall cause any Sub- Consultants to take out and maintain, at their (or the Sub-Consultants', as the case may be) own cost but on terms and conditions approved by the Client, insurance against the risks, and for the coverage, as shall be specified in the SCC; and (b) at the Client's request, shall provide evidence to the Client showing that such insurance has been taken out and maintained and that the current premiums have been paid.
- 3.5 Consultant's Actions Requiring Client's Prior Approval** The Consultant shall obtain the Client's prior approval in writing before taking any of the following actions:
- (a) Entering into a subcontract for the performance of any part of the Services,
  - (b) Appointing such members of the Personnel not listed by name in Appendix C, and
  - (c) Any other action that may be specified in the SCC.
- 3.6 Reporting Obligations**
- (a) The Consultant shall submit to the Client the reports and documents specified in Appendix B hereto, in the form, in the numbers and within the time periods set forth in the said Appendix.
  - (b) Final reports shall be delivered in CD ROM in addition to the hard copies specified in said Appendix.
- 3.7 Documents Prepared by the Consultant to be the Property of the Client**
- (a) All plans, drawings, specifications, designs, reports, other documents, and software submitted by the Consultant under this Contract shall become and remain the property of the Client, and the Consultant shall, not later than upon termination or expiration of this Contract, deliver all such documents to the Client, together with a detailed inventory thereof.
  - (b) The Consultant may retain a copy of such documents and software. Restrictions about the future use of these documents, if any, shall be specified in the SCC.

#### 4. CONSULTANT'S PERSONNEL

- 4.1 Description of Personnel** The Consultant shall employ and provide such qualified and experienced Personnel and Sub-Consultants as are required to carry out the Services. The titles, agreed job descriptions, minimum qualifications, and estimated periods of engagement in the carrying out of the Services of the Consultant's Key Personnel are described in Appendix C. The Key Personnel and Sub- Consultants listed by title as well as by name in Appendix C are hereby approved by the Client.

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#### 4.2 Removal and/or Replacement of Personnel

- (a) Except as the Client may otherwise agree, no changes shall be made in the Key Personnel. If, for any reason beyond the reasonable control of the Consultant, such as retirement, death, medical incapacity, among others, it becomes necessary to replace any of the Key Personnel, the Consultant shall provide as a replacement a person of equivalent or better qualifications.
- (b) If the Client finds that any of the Personnel have (i) committed serious misconduct or have been charged with having committed a criminal action, or (ii) have reasonable cause to be dissatisfied with the performance of any of the Personnel, then the Consultant shall, at the Client's written request specifying the grounds thereof, provide as a replacement a person with qualifications and experience acceptable to the Client.
- (c) The Consultant shall have no claim for additional costs arising out of or incidental to any removal and/or replacement of Personnel.

### 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 Consultant such assistance and exemptions as specified in the SCC.
- 5.2 Change in the Applicable Law Related to Taxes and Duties** If, after the date of this Contract, there is any change in the Applicable Law with respect to taxes and duties which increases or decreases the cost incurred by the Consultant in performing the Services, then the remuneration and reimbursable expenses otherwise payable to the Consultant under this Contract shall be increased or decreased accordingly by agreement between the Parties, and corresponding adjustments shall be made to the amounts referred to in Clauses GCC 6.2 (a) or (b), as the case may be.
- 5.3 Services and Facilities** The Client shall make available free of charge to the Consultant the Services and Facilities listed under Appendix F.

### 6. PAYMENTS TO THE CONSULTANT

- 6.1 Lump-Sum Payment** The total payment due to the Consultant shall not exceed the Contract Price which is an all-inclusive fixed lump-sum covering all costs required to carry out the Services described in Appendix A. Except as provided in Clause 5.2, the Contract Price may only be increased above the amounts stated in Clause 6.2 if the Parties have agreed to additional payments in accordance with Clause 2.4.
- 6.2 Contract Price**
  - (a) The price payable in foreign currency/currencies is set forth in the SCC.
  - (b) The price payable in local currency is set forth in the SCC.

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- 6.3 Payment for Additional Services** For the purpose of determining the remuneration due for additional services as may be agreed under Clause 2.4, a breakdown of the lump-sum price is provided in Appendices D and E.
- 6.4 Terms and Conditions of Payment** Payments will be made to the account of the Consultant and according to the payment schedule stated in the SCC. Unless otherwise stated in the SCC, the first payment shall be made against the provision by the Consultant of an advance payment guarantee for the same amount and shall be valid for the period stated in the SCC. Such guarantee shall be in the form set forth in Appendix G hereto, or in such other form, as the Client shall have approved in writing. Any other payment shall be made after the conditions listed in the SCC for such payment have been met, and the Consultant has submitted an invoice to the Client specifying the amount due.

## 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 with the provisions specified in the SCC.

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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 Consultants 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><b><u>Client:</u></b>  Client:  Address  :  Phone:  Contact  Person:</p> <p><b><u>Consultant:</u></b>  Address:  Phone:  Contact Person:</p>
1.6	In case the Consultant consists of a joint venture/consortium/association of more than one entity, the Member in Charge is: <i>[&gt;&gt;&gt;insert name of member&gt;&gt;&gt;]</i>
1.7	<p>The Authorized Representatives  are: For the Client: <i>[&gt;&gt;&gt;insert name &gt;&gt;&gt;]</i>  For the Consultant: <i>[&gt;&gt;&gt;insert name &gt;&gt;&gt;]</i></p>

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1.8	<p>Regarding Taxes and Duties:</p> <ol style="list-style-type: none"> <li>(1) the Consultant, Sub-Consultants and Personnel, and their eligible dependents, shall follow the usual customs procedures of Government's country in importing property into Eswatini; and</li> <li>(2) if the Consultant, Sub-Consultants or Personnel, or their eligible dependents, do not withdraw but dispose of any property in Eswatini upon which customs duties and taxes have been exempted, the Consultant, Sub-Consultants, or Personnel, as the case may be, (i) shall bear such customs duties and taxes in conformity with the regulations of Eswatini, or (ii) shall reimburse them to the Client, if they were paid by the Client, at the time the property in question was brought into Eswatini.</li> </ol>
2.1	This Contract shall come into effect on [>>insert date>].

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	<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>
2.2	<p>The Consultant shall begin carrying out the Services not later than the <i>[&gt;&gt;insert the number of days after the Effective Date&gt;&gt;]</i>.</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 consultant 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 <i>[&gt;&gt;insert the Date&gt;&gt;]</i></p> <p><i>[This date should come after the expected time of final payment to the Consultant]</i></p>
3.4	<p>The risks to be covered by the Client and eventual Sub-consultants 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"> <li>(a) Third Party motor vehicle liability insurance in respect of motor vehicles operated in Eswatini by the Consultant or its Personnel or any Sub- Consultants, or their Personnel, with a minimum coverage in accordance with the applicable law</li> <li>(b) Professional liability insurance with a minimum coverage of 2 (two) million Emalangeni</li> <li>(c) Employer's liability and workers' compensation insurance in respect of the Personnel of the Consultant and of any Sub-Consultants, in accordance with the relevant provisions of the Applicable Law, as well as, with respect to such Personnel, any such life, health, accident, travel or other insurance as may be appropriate</li> </ul>
3.5 (c )	Further to what is required in GCC3.5(a) GCC3.5(b), the following actions require the Client's prior approval:
3.7 (b)	The Consultant shall not use these documents and software for purposes unrelated to this Contract without the prior written approval of the Client
5.1	The Client will assist the Consultant such assistance and exemptions as follows: For international consultants, this includes assistance with obtaining visas and work permits.
6.2(a)	The amount payable in foreign currency is <i>[insert amount]</i> .
6.2(b)	The amount payable in local currency is <i>[insert amount]</i> .

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6.4	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 Consultant.
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	<p>The accounts are:</p> <p>For local currency: [&gt;&gt;&gt;&gt;insert an account number&gt;&gt;&gt;] For foreign currency: [&gt;&gt;&gt;&gt;insert an account number&gt;&gt;&gt;]</p> <p>[Payments shall be made according to the following schedule:</p> <p>(a) Payments shall be made in accordance with the Consultant's financial proposal upon submission and approval of each report, or in any manner that the Client and Consultant may agree after contract award.</p>
8.2	Arbitration shall be in accordance with the Association of Arbitrators (Southern Africa) 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-CONSULTANTS

*[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-Consultants (if already available); List same information with respect to the Sub-Consultants' 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.]*

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## APPENDIX F - SERVICES AND FACILITIES PROVIDED BY THE CLIENT

*[List here the services and facilities to be made available to the Consultant 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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