



BIDDING DOCUMENT

TENDER NO: 10 -2024/2025

REQUEST FOR PROPOSALS FOR STATE OF THE ENVIRONMENT REPORT DEVELOPMENT FOR NHLANGANO TOWN COUNCIL

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SECTION I - DEFINATION

- (a) **“Council”** means Town Council of Nhlangano.
- (b) **“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.
- (c) **“Collusive”** practices mean a scheme or arrangement between two or more Service provider firms, with or without the knowledge of the procuring entity, designed to establish tender prices at artificial, non-competitive levels.
- (d) **“Service provider”** means any entity or person that may provide or provides the Services to Council under the Contract.
- (e) **“Contract”** means the Contract signed by the Parties and all the attached documents.
- (f) **“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.
- (g) **“Data Sheet”** means such part of the Instructions to Service Provider(s) used to reflect specific assignment conditions.
- (h) **“Day”** means calendar day.
- (i) **“Fraudulent practice”** means a misrepresentation or omission of facts in order to influence a procurement process or the execution of a contract.
- (j) **“Government”** means the government of Eswatini.
- (k) **“Instructions to Service Provider”** means the document which provides Service Provider(s) with all information needed to prepare their Proposals.
- (l) **“Personnel”** means professionals and support staff provided by the service provider or by any Sub-Audit firm 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.
- (m) **“Outside Eswatini, “Local Personnel”** means such professionals and support staff who at the time of being so provided had their domicile inside Eswatini.
- (n) **“Proposal”** means the Technical Proposal and the Financial Proposal.
- (o) **“RFP”** means this Request for Proposals.
- (p) **“Services”** means the work to be performed by the service provider pursuant to the Contract.
- (q) **“Sub-Service provider Firm”** means any person or entity with whom the service provider subcontracts any part of the Services
- (r) **“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 Council and the service provider, and expected results and deliverables of the assignment.

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REQUEST FOR PROPOSALS (RFP): SECTION II – ADVERTISEMENT

REQUEST FOR PROPOSALS (RFP): DEVELOPMENT OF A STATE OF THE ENVIRONMENT FOR NHLANGANO TOWN COUNCIL

TENDER NO: 10 of 2024/25

Nhlangano Town Council invites sealed Proposals from reputable consultancy firms for the Development of a State of the Environment Report for Nhlangano Town Council. The 'Request for Proposals' document can be obtained on the ESPPRA website at a non-refundable fee of **Five Hundred Emalangeneni (E500.00) payable to the below account:**

Name	Nhlangano Town Council
Bank	Standard Bank Eswatini
Account Number	9110003862766
Branch	Nhlangano Branch
Branch Code	663464
SWIFT Code	SBICSZMXXX

Tenderers are expected to submit separate completed Technical and Financial Tender Proposals, signed, sealed, and marked **“Technical Proposals for the Development of a State of the Environment Report for Nhlangano Town Council and “Financial Proposal”**. The two (2) envelopes must be enclosed in a sealed outer envelope, which shall be marked: **“Request for Proposal: Development of a State of the Environment Report for Nhlangano Town Council, TENDER NUMBER: 10 of 2024/25 and addressed to “Town Clerk, Nhlangano Town Council, Cnr. King George Str. & Ndwandwe ave”**.

The Proposal must be deposited in the Tender Box situated at the **Nhlangano Town Council**, at Cnr. King George Str. & Ndwandwe ave on or before **10:00hrs (Eswatini time) on May 15th, 2025**. Late tenders, as well as tenders received by telegram, facsimile, email or similar medium will not be considered. Tenders received on time by the latest date and time for submission will be opened at Council's Offices on **May 15th, 2025, at 10:00hrs (Eswatini time)**. Please kindly provide **One (1) original and three (3) hard copies of the RFPs**.

Requests for clarifications, which must be in writing, should be addressed via email to procurement@ntc.co.sz. Council will respond in writing via e-mail to any requests for clarification. 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. A firm will be selected under the Quality and Cost Based selection method (QCBS) and

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To be **ELIGIBLE** for consideration for this proposal and during tender submission all tenderers should provide in the proposal the following statutory documents.

- a) **Company Profile**
- b) **Certified copy of valid Labour Compliance Certificate**
- c) **Audited Financial Statements for the past two (2) years.**
- d) **A certified copy of an official statement of the Directors, alternative directors, managers, and auditors of the company (for Eswatini Suppliers: Form 'J');**
- e) **A certified copy of an official statement of the annual summary of shares, and share capital (for Eswatini Suppliers: Form 'C');**
- f) **A signed declaration of eligibility (see annexures)**
- g) **Reference letters with contacts of at least three (3) Customers**
- h) **Five Hundred Emalangeneni (500.00) receipt for payment for the Tender Document or proof of payment**
- i) **A valid Tax Compliance Certificate**
- j) **A valid certified copy of a Trading License**
- k) **Valid certified copy of ENPF Compliance Certificate**
- l) **Police Clearance certificate for All Directors (not older than three months from the date of submission)**
- m) **Valid certified copy of certificate of incorporation**

Babsy E. Mavuso

(Town Clerk/CEO)

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BIDDING DATA SHEET

A.	General
1.	<p>Name of the Client: NHLANGANO TOWN COUNCIL</p> <p>Project Name: REQUEST FOR PROPOSALS (RFP): STATE OF THE ENVIRONMENT FOR NHLANGANO TOWN COUNCIL</p> <p>Tender Number: 10 of 2024/25</p> <p>Method of selection: QUALITY & COST - BASED SELECTION (QCBS)</p>
B.	Bidding Documents
1.	Open for international bidding: Yes
2.	<p>The name(s) and address(es) of the Client's official(s) are:</p> <p>The Town Clerk Nhlangano Town Council P.O Box 888 Nhlangano</p>
3.	<p>The information required from bidders for Pre-qualification shall include the following:</p> <ul style="list-style-type: none"> a) Company Profile b) Certified copy of valid Labour Compliance Certificate c) Audited Financial Statements for the past two (2) years. d) A certified copy of an official statement of the Directors, alternative directors, managers, and auditors of the company (for Eswatini Suppliers: Form 'J'); e) A certified copy of an official statement of the annual summary of shares, and share capital (for Eswatini Suppliers: Form 'C'); f) A signed declaration of eligibility (see annexures) g) Reference letters with contacts of at least three (3) Customers h) Five Hundred Emalangen (500.00) receipt for payment for the Tender Document or proof of payment i) A valid Tax Compliance Certificate j) A valid certified copy of a Trading License k) Valid ENPF Compliance Certificate l) Police Clearance certificate for All Directors (not older than three months from the date of submission) m) Valid certificate of Incorporation
C	Preparation of Bids

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1.	<p>The Client will provide the following outputs:</p> <p>i) ALL REQUIRED DOCUMENTATION, DATA AND INFORMATION FOR THE STATE OF THE ENVIRONMENT FOR NHLANGANO TOWN COUNCIL</p> <p>The recruited Consultant is required to hand over all intellectual property that belongs to the Client on completion of the task.</p> <p>Clarifications may be requested Seven (7) working days before the submission date. All clarifications shall be delivered or emailed to the person below;</p> <p>The Procurement Officer Nhlangano Town Council P. O. Box 888 Nhlangano</p> <p>Email :procurement@ntc.co.sz</p>
2.	Proposals should be submitted in the following language(s): English
3.	The currency of the Employer's country is Emalangen i.
4.	The Authority for establishing the rates of exchange shall be The Central Bank of Eswatini .
5.	The Bid shall be valid for 120 days
6.	The Cost of the RFP / Tender Document shall be E500.00
7.	The number of copies of the Bid to be completed and returned shall be (1 Original + 3 hard copies) separate for the Technical Bid and Financial Bid
8.	P.O. Box 888 Nhlangano,
9.	<p>Name and Identification number of the contract.</p> <p>TENDER NO: 10 OF 2024/25 REQUEST FOR PROPOSALS (RFP): STATE OF THE ENVIRONMENT FOR NHLANGANO TOWN COUNCIL</p>
10.	<p>The warning should read DO NOT OPEN BEFORE</p> <p>May 15th, 2025, 10:00 noon.</p>
11.	<p>The deadline for submission of bids shall be</p> <p>May 15th, 2025, 10:00 noon.</p>

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D	Bid Meeting, Bid Opening and Bid Evaluation
ii.	Bid Opening shall occur on May 15th, 2025, 10:00 noon , immediately after the tender submission deadline in the same venue. This shall be done publicly in the presence of the consultants' representatives who choose to attend.
iii.	Taxes: The amount payable by the Client to the Consultant under the contract will be subject to local taxation

1. PREAMBLE

The COUNCIL OF NHLANGANO requires the service of a competent, registered, and reputable company to formulate a State of the Environment Report (SOER) with recommendations on the management of the environment.

2. OBJECTIVE

NHLANGANO TOWN COUNCIL has a strategic objective of ensuring efficient environmental management that seeks to create an environmentally friendly and well-maintained town. Council is desirous to engage the services of an independent environmental company to meet this objective through the development of a well-articulated State of the Environment Report with recommendations on the management of the environment.

The objectives of the SOER for Nhlango Town Council amongst others are:

- To improve upon knowledge on the State of environment and the changes over time, in order to better assess the impacts of past actions and contribute to the development and harmonisation of environmental and other related policies;
- To provide a baseline that can contribute towards integrating environmental considerations in decision making;
- To identify and gather relevant information on the environment through stakeholder participation and consultation (workshops, focus groups, interviews);
- To identify useful and relevant environmental quality indicators to assess environmental trends;
- To fulfil national and international environmental reporting obligations;
- To provide sectoral reports, ie reports for the water sector, the energy sector, the land user sector;

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- To come with clear, effective and workable recommendations for the Council to better manage the environment to ensure sustainability and resilience.

3. SCOPE OF WORKS

The Consultant(s) will provide services aimed towards the preparation and compilation of the State of Environment Report for Nhlengano and recommendation on its sustainable management.

This will involve activities including, but not limited to the following:

- Compile an inventory of the available environmental data and information, the sources with the jurisdiction of the town.
- Identify information gaps and recommend how gaps can be addressed.
- Research and obtain information on the current environmental conditions within the town.
- Identify and describe the key driving forces influencing the environment.
- Analyse and document information on the state and trends of the environment.
- Provide information on the human and natural causes of changes in the environment.
- Consult with relevant experts to provide information on the implications and impacts of the changes on human health, the economy and ecosystems.
- Describe the monitoring, enforcement and other measures which have been and are being taken to address the causes of the adverse effects and to improve environmental quality.
- Suggest alternative scenarios in regard to sustainability given the actual and potential societal response to environmental problems. (Recommendations for sustainable management.)
- The preparation of four key sectoral/thematic SOER reports that presents information that sectors can act upon and integrate into their work plans and activities.
- Provide indicative funds and funding sources for critical interventions identified during the SOER assessment, e.g. interventions identified for water management.
- Describe the links between gender and the environment.

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4. DELIVERABLES

The Consultant will be expected to deliver the following and not limited to:

- Submit one (1) original and a copy of inception report with work plan, actual and implementation dates. Shall be accompanied by an electronic copy for each facility.
- Submit one original and a copy of draft of evaluation report with minutes of meetings, pictures, stakeholder's engagement plan, mitigation, maps and recommendations. Shall be accompanied by an electronic copy.
- Submit one original, a copy and electronic document of a comprehensive SOER.
- Presentation of report and recommendations to Management.

5. INSTRUCTION TO TENDERERS

- 5.1 Failure to mark the envelope clearly and accurately may result in rejection of the application. Late or telegraphic tenders will not be accepted. Tenderers shall, together with the complete tender documents, supply technical data, illustrations and/or leaflets which adequately describe the items offered including quality.
- 5.2 The single currency for price conversions is Emalangeni (E) and the source of official selling rates is Central Bank of Eswatini.
- 5.3 The Council does not bind itself to accept the lowest or any tender nor give any reason for the acceptance or rejection of a tender. The Council may accept a tender for a part of the quantity offered or reject any tender without assigning any reason.
- 5.4 The Council reserves the right to modify or change the specifications or even cancel the tender before the tender opening and such modifications or changes will be communicated to the tenderers in advance as and when decided.
- 5.5 The submitted tender proposal will be an annexure to the contract in Annexure III. Aspects of this tender shall be deemed as binding and part of the contract for award. The Town Council requests all tenderers to put forth any conditions

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that they wish to attach to their proposals at the tendering stage so that these can be addressed and be known earlier by both the Client and the tenderer

5.6 Any time before the submission deadline, the Council may issue an addendum on the Tender document through ESPPRA tenders website. Where necessary, the deadline for submission would be extended. This will be applicable whenever there are major errors, omissions or changes arising from request for clarifications before tender submission deadline.

5.7 Criteria, sub-criteria, and point system for the evaluation of Full Technical Proposals are as follows:

- Adequacy of the proposed methodology and work plan in responding to the Terms of Reference:

I. Technical Approach and Methodology

a) In this chapter you should 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. You should highlight the problems being addressed and their importance and explain the technical approach you would adopt to address them. You should also explain the methodologies you propose to adopt and highlight the compatibility of those methodologies with the proposed approach.

II. Work Plan

a. In this chapter you should 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. Below table is

show estimated time schedule for the project.

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Estimated Time Schedule

Name	Position	Reports Due/Activities	Months (in the Form of a Bar Chart)												Number of Months
			1	2	3	4	5	6	7	8	9	10	11	12	
															Subtotal (1)
															Subtotal (2)
															Subtotal (3)
															Subtotal (4)

- b. A list of the final documents, including reports, drawings, and tables to be delivered as final output, should be included here.

III. Organization and Staffing.

- a. In this chapter you should propose the structure and composition of your team. You should list the main disciplines of the assignment, the key expert responsible, and proposed technical and support staff.

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Team Composition and Task Assignments

1. Technical/Managerial Staff		
Name	Position	Task(s)

2. Support Staff		
Name	Position	Task(s)

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Table 1. Technical Evaluation Criteria

Criteria	Description	Points
Company Experience	Specific experience of the Consultant relevant to the assignment in five (5) years: i. Company profile in relation to the assignment. 0-2 years (2 point) 2-4 years (5 points) 5 - above (10 points)	10
	ii. Three (3) references of experience where similar services were provided in the last 5 years. (Reference letters required)	5
Maximum points		15
Educational Background, Relevant Qualifications and competence of key staff	Combined relevant Qualification and competence of the Team Lead and key staff <u>(ACCOMPANIED BY CVs AND CERTIFICATES)</u> The Team Leader should have a minimum of 5 years of experience in similar projects, waste management and climate change being core expertise (15 points) The rest of the team members is to be split, at a bare minimum in the area of undergraduate/ first degree level: <ul style="list-style-type: none"> Environmental Management (5 point) 	20
Maximum Points		20
Technical Approach , Methodology and work plan	A clearly defined execution plan with timelines aligned to the proposed work schedule	10
	Adequacy of the proposed work plan and methodology in responding to the Terms of Reference	25
	Clear articulation of the deliverables for the assignment	10
	Task Assignment per staff	5
Maximum points		50
At least sixty percent (60%) of the controlling shares are owned by Eswatini citizens (Attach Identification Documents)		5
Maximum points		5

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Project Lead Registration with AESAP Professional Body	10
Maximum points	10
TOTAL POINTS	100

1.	The minimum technical score (St) required to pass is 70%
2.	The Financial Proposal shall be denominated in SZL (Emalangeni)
3.	The formula for determining the financial score is the following: [$S_f = 100 \times F_m / F$, in which S_f is the financial score, F_m is the lowest price and F the price of the proposal under consideration.
4.	The weights given to the Technical (T) and Financial proposals (P) are: $T = 0.7$ and $F = 0.3$
	<ul style="list-style-type: none"> Under the financial proposal clear included the proposed payment plan. Clear indicate with the proposed total service cost include VAT. Tenderer with the highest combined score will be considered for tender award.
5.	Expected date for commencement of consulting services: <u>from the day after the Issuance of Notice of Proceed</u>

6. PROCUREMENT PROCESS

- a. Advertisement, bidding preparation and submission of proposals.
- b. Public Opening of the Technical Proposal
- c. Preliminary Evaluation
- d. Technical Evaluation
- e. Public Opening of Financial Proposals
- f. Before the award of a contract a notice of intention to award will also be sent and published to the ESPPRA website (www.sppra.co.sz) at least 10 working days before the contract award.
- g. Contract Negotiation and award

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ANNEXURE I: DECLARATION OF ELIGIBILITY

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

[»>Name of Company, Address, and Date»>]

To: The CEO/ Town Clerk
Nhlangano Town Council
P.O. Box 888
Nhlangano

Dear Sirs,

Re: RFP 10 OF 2024/2025: NHLANGANO TOWN COUNCIL STATE OF THE ENVIRONMENT REPORT DEVELOPMENT

In accordance with the eligibility requirements of the Invitation to Tender documents we hereby declare that: -

- (a) We, including any joint venture partners or consortium partners, are a legal entity and have the legal capacity to enter into the contract.
- (b) We are not insolvent, in receivership, bankrupt or being wound up, our affairs are not being administered by a court or a judicial officer, our business activities have not been suspended and we are not the subject of legal proceedings for any of the foregoing.
- (c) We have fulfilled our obligations to pay taxes and social security contributions.
- (d) We declare that we adhere to basic labour legislation.
- (e) 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
- (f) I/We declare that we are eligible to participate in the above-mentioned public procurement tender as per paragraphs (a) – (e) above.
- (g) We further declare that we are not Politicians and or Public Officers.
- (h) That we do not have a conflict of interest in relation to the procurement requirement as defined in the Instructions to Tenderers.

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- (i) I/We are aware that, where it shall be found that any or all of the below mentioned directors of our Company have provided misleading information in preparing this tender document, the tender will be cancelled, and contracts awarded shall be terminated immediately.

Name_____ (In the capacity of) _____

Authorised Representative Signature_____ Date_____

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ANNEXURE II: POWER OF ATTORNEY FOR LEAD MEMBER OF THE COMPANY/CONSORTIUM

Whereas the NHLANGANO TOWN COUNCIL (“the Authority”) has invited bids from pre-qualified parties for the Project (“.....”).Whereas, and _____(Collectively the “Consortium/Company”) being the Private Company / Members of the Consortium are interested in bidding for the Project in accordance with the terms and conditions of the Request for Proposal and other connected documents in respect of the Project. Whereas it is necessary for the Company /Members of the Consortium to designate one of them as the Lead Member with all necessary power and authority to do for and on behalf of the Company/Consortium, all acts, deeds, and things as may be necessary in connection with the Company/Consortium’s bid for the project and its execution.

NOW THEREFORE KNOW ALL MEN BY THESE PRESENTS

We, _____ having our registered office at _____, (the respective names and addresses of the registered office) (hereinafter collectively referred to as “principals”) do hereby irrevocably designate, nominate, constitute, appoint, and authorize Mr/Ms _____, having registered office at _____, being one of the Members of the Company/Consortium, as the Lead Member and true and lawful representative of the Company/Consortium (hereinafter referred to as the Attorney) to conduct all business for and on behalf of the Consortium and any one during the bidding process. In the event the Company/Consortium is awarded the Concession/ Contract, during the execution of the project, and in this regard, to do on our behalf and on behalf of the Company/Consortium, all or any of such acts, deeds, or things as are necessary or required or incidental to the submission of its bid for the project. This shall include but not limited to signing and submission of bid for the project, including but not limited to signing and submission of all applications, bids and other documents and writings, participate in bidders and other conferences, respond to queries, submit information/documents, sign and execute contracts and undertakings consequent to acceptance of the bid of the Company/Consortium. He/ She shall generally represent the Consortium in all its dealings with the Authority, and/ or any other Government Agency or any person, in all matters in connection with or relating to or arising out of the Consortium’s bid for the project. Upon award thereof till the Concession Agreement is



and things lawfully done or caused to be done by our said representative pursuant to and in exercise of the powers conferred by this power of Attorney. That all acts, deeds, and things done by our said representative in exercise of the powers hereby conferred shall always be deemed to have been done by us the Company/ Consortium.

IN WITNESS WHEREOF WE _____ THE
ABOVE-NAMED PRINCIPAL HAVE EXECUTED THIS POWER OF
ATTORNEY ON THIS _____ DAY OF _____ 2025

Signature:

Name, Title and Address: _____

Witnesses:

1. Name: _____ Signature

2. Name: _____ Signature

Accepted [Representative]

Signature

Name, Title and Address of the Representative:

- The make of execution of the power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and when it is so required, the same should be under common seal affixed in accordance with the required procedure.
- Also, wherever required, the applicant should submit for verification the extract of the charter documents and documents such as a resolution/ power of attorney in favor of the person executing this power of Attorney for the delegation of power hereunder on behalf of the Applicant.
- For a power of Attorney executed and issued overseas, the document will also

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have to be legalized by the Swazi Embassy and notarized in the jurisdiction where the Power of Attorney is being issued.

ANNEXURE III 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 the Government’s country, or in such other country as may be specified in the Special Conditions of Contract (SC), 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 (GC), the Special Conditions (SC), and the Appendices.
- (d) **“Contract Price”** means the price to be paid for the performance of the Services.
- (e) **“Effective Date”** means the date on which this Contract comes into force and effect.
- (f) **“Foreign Currency”** means any currency other than the currency of the Client’s country.
- (g) **“GC”** means these General Conditions of Contract.
- (h) **“Government”** means the Government of the Client’s country.
- (i) **“Local Currency”** means the currency of the Client’s country.
- (j) **“Member”** means any of the entities that make up the joint venture/consortium/association, and “Members” means all these entities.
- (k) **“Party”** means the Client or the Consultant, as the case may be, and “Parties” means both of them.
- (l) **“Personnel”** means persons hired by the Consultant or by any Sub-Consultants and assigned to the performance of the Services or any part thereof.

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- (m) **“SC”** means the Special Conditions of Contract by which the GC may be amended or supplemented.
- (n) **“Services”** means the work to be performed by the Consultant pursuant to this Contract, as described in Appendix A hereto.
- (p) **“Sub-Consultants”** means any person or entity to whom/which the Consultant subcontracts any part of the Services.
- (q) **“In writing”** means communicated in written form with proof of receipt.

1.2 Law Governing Contract

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

1.3 Language

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

1.4 Notices

1.4.1

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 SC.

1.4.2

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 SC.

1.5 Location

The Services shall be performed within the Nhlanguano Town Council jurisdiction.

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1.6 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 SC.

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 SC, the amount of which is deemed to have been included in the Contract Price.

1.9 Fraud and Corruption If the Client determines that the Consultant and/or its Personnel, sub-contractors, sub-consultants, service providers, and suppliers has engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices, in competing for or in executing the Contract, then the Client may, after giving 14 days' notice to the Consultant, terminate the Consultant's employment under the Contract.

Should any personnel of the Consultant be determined to have engaged in corrupt, fraudulent, collusive, coercive, or obstructive practice during the execution of the Contract, then those personnel shall be removed.

1.9.1 Definitions

For the purposes of this Sub-Clause, the terms set-forth below are defined as follows:

- (i) **“Corrupt practice”** is the offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party.
- (ii) **“Fraudulent practice”** is any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation.

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(iii) **“Collusive practice”** is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party.

(iv) **“Obstructive practice”** is:

- (a) deliberately destroying, falsifying, altering, or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede a Council investigation into allegations of a corrupt, fraudulent, coercive, or collusive practice; and/or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation;

1.9.2 Measures to be Take:

- (a) will sanction a consultant, including declaring the Consultant ineligible, either indefinitely or for a stated period, to be awarded a contract if it at any time determines that the Consultant has, directly or through an agent, engaged in corrupt, fraudulent, collusive, or coercive practices in competing for, or in executing, a contract.

1.9.3 Commissions and Fees

The Client will require the successful Consultants to 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.

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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 and such other later date as may be stated in the SC. The date the Contract comes into effect is defined as the effective date.

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 SC.

2.3 Expiration of Contract

Unless terminated earlier pursuant to Clause GC 2.6 hereof, the Contract shall expire at the end of such time period after Effective Date as specified in the SC.

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

- **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.

- **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.

- **Extension of Time**

Any period within which a Party shall, pursuant to this Contract, complete any action

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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.

(b) Payments

During the period of their inability to perform the Services because 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 Contract Duration

The contract duration is 24 weeks (6 months) after which the Consultant is expected to have finished the work and hand over the report and recommendations to the Client.

2.7 Termination

2.7.1 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 GC 2.7.1. In such an occurrence the Client shall give a 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.

(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 ninety (90) days.

(e) If the Client, in its sole discretion and for any reason whatsoever, decides to terminate this Contract.

2.7.2 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 GC 2.7.2:

(a) If the Client fails to pay any money due to the Consultant pursuant to this Contract and not subject to dispute 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.

2.7.3 Payment upon Termination

Upon termination of this Contract pursuant to Clauses GC 2.7.1 or GC 2.7.2, the Client shall make the following payments to the Consultant:

(a) except in the case of termination pursuant to paragraphs (a) through (c) of Clause GC 2.7.1, reimbursement of any reasonable cost incident to the prompt and orderly termination of the Contract, including the cost of the return travel of the personnel and their eligible dependents.

2.7.4 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.

2.7.6 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.

2.7.8 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 during, or because of, the Services.

2.7.9 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 SC; 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.

2.7.10 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 a subcontract for the performance of any part of the Services,
- (b) appointing such members of the Personnel not listed by name, and
- (c) any other action that may be specified in the SC.

2.7.11 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 SC.

2.7.13 Accounting, Inspection and Auditing

2.7.13.1 The Consultant shall keep, and shall cause its Sub- consultants to keep, accurate and systematic accounts and records in respect of the Contract, in accordance with internationally accepted accounting principles and in such form and detail as will clearly identify relevant time changes and costs.

3.1 Methodology to be adopted by Consultant

The state of environment is to be examined for a selection of environmental themes namely:

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THEME 1: LAND - incorporating land use and land use change, soil erosion and land degradation, forests and woodlands

THEME 2: WATER - covering water quantity and water quality

THEME 3: ATMOSPHERE - including air quality, climate and climate change, natural disasters, stratospheric ozone

THEME 4: BIODIVERSITY - covering change of biodiversity and ecosystems, protection, biosafety & conservation

3.2

QUALIFICATIONS, EXPERIENCE AND COMPETENCIES OF THE CONSULTANT

Due to the multi-faceted nature of the diverse contents of a SOER, the consultant(s) team will be diverse with demonstrable experiences covering the five SOE themes.

A competent and experienced **Team Leader** will be supported by several other sectoral experts as guided by the Thematic reports in the assignment.

Bidders shall present **CVs for all experts** that will be involved on the assignment and describe, in brief, their professional and/or academic background as well as their experience in executing similar projects.

A detailed assignment of the staff in relation to the submitted work plan is also needed. The consultant is also expected to detail the individual time inputs of each staff member.

Team Leader - Environmental Analyst

Qualifications and skills – Team Leader

- Post Graduate Degree in a relevant discipline (such as environment, agriculture, natural resource management, urban development etc.);
- At least 10 years' experience in the environmental sector having undertaken a variety of environmental reporting assignments including national reports, and design, environmental planning and management, and/or supervision of urban development
- Excellent analytical, interpersonal and problem-solving skills, ability to bring alternative thinking to an organisation (refer to specific achievements in this regard).

General professional experience of the experts to be used:

- S/he shall have at least a master's degree in his/her area of expertise. A PhD will be an added advantage.
- S/he shall have at least 10 years of experience in his/her area of expertise.
- Extensive experience in the use of GIS technology and data analysis (GIS mapping expert), report writing assignments, general development experience.

Competencies:

- A good working knowledge of international best practices in environment, agriculture, biodiversity management, climate change & sustainable development issues:

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- Ability to lead strategic planning, results-based management and reporting;
- Ability to effectively coordinate a large, multidisciplinary team of experts and consultants;
- Analytical skills, communications abilities, and teamwork abilities;
- Ability to perform under a heavy workload and tight deadlines.
- Excellent writing, editing, and oral communication;
- Ability to meet deadlines and prioritize multiple tasks; and
- Demonstrable experience and knowledge of the environmental issues of Eswatini and/or the region.
- Proven ability to work independently and meet deadlines set by the Team Leader.
- Proficiency in English, written and spoken.

EVALUATION OF TENDERS

The consultant will be expected to submit the following documents as part of the application: **A technical proposal covering the following:**

Interested individual consultants must submit the following documents/information to demonstrate their qualifications:

1. Proposal:

- (i) Explaining why candidate is the most suitable for the work (experience, knowledge)
- (ii) Provide a brief methodology on how they will approach and conduct the work
- (iii) Provide CV details **experience and qualification of key Personnel** dedicated to undertaking the assignment.

2. Financial proposal: all costs including fees and expected travel days to the project sites with a Gantt chart

3. Personal P11 form/CV of **Team Leader** including past experience in similar projects and at least 3 references

The award of the contract will be made to the individual consultant whose offer has been evaluated and determined as:

- a) responsive/compliant/acceptable, and
- b) Having received the highest score out of a pre-determined set of weighted technical and financial criteria specific to the solicitation.

* Technical Criteria weight- 70%

* Financial Criteria weight- 30%

Only candidates obtaining a minimum of 70 points would be considered for the Financial Evaluation

3.3 Removal and/or Replacement of Personnel

(a) Except as the Client may otherwise agree, no changes shall be made in the Key Personnel.

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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.

4. PAYMENTS TO THE CONSULTANT

4.1 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.

4.2 Contract Price

4.2.1 The price payable in foreign currency/currencies is set forth in the SC.

4.2.2 The price payable in local currency is set forth in the SC.

4.3 Terms and Conditions of Payment

Payments will be made to the account of the Consultant and according to the payment plan to be agreed between parties. Any other payment shall be made after the conditions listed in the SC for such payment have been met, and the Consultant has submitted an invoice to the Client specifying the amount due.

4.4 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.



3. SETTLEMENT OF DISPUTES

3.1 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.

3.2 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 SC.

SPECIAL CONDITIONS OF CONTRACT

Number of GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
1.1(a)	The words "in the Government's country" are amended to read " in Eswatini "
1.4	The language/s is/are English .
1.6	The addresses are: Client: NHLANGANO TOWN COUNCIL, P.O. Box 888,Nhlangano, Eswatini, S400 Attention: Town Clerk/CEO, Facsimile: (00268)2207 8451 Consultant: Attention: Facsimile:
1.8	The Member in Charge is <i>[insert name of member]</i>
1.9	The Authorized Representatives are:

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	For the Client: Town Clerk/CEO, Mr. Babsy Mavuso
	For the Consultant:
	<p>The Client warrants that the Consultant, the Sub-Consultants, and the Personnel shall be exempt from (or that the Client shall pay on behalf of the Consultant, the Sub-Consultants, and the Personnel, or shall reimburse the Consultant, the Sub-Consultants and the Personnel for) any indirect taxes, duties, fees, levies and other impositions imposed, under the Applicable Law, on the Consultant, the Sub-Consultants and the Personnel in respect of:</p> <ul style="list-style-type: none">) Any payments whatsoever made to the Consultant, Sub-Consultant, and the Personnel (other than nationals or permanent residents of the Government's country), in connection with the carrying out of the Services.) Any equipment, materials and supplies brought into the Government's country by the Consultant or Sub-Consultants for the purpose of carrying out the Services and which, after having been brought into such territories, will be subsequently withdrawn there from by them. <p>Any equipment imported for the purpose of carrying out the Services and paid for out of funds provided by the Client and which is treated as property of the Client.</p> <ul style="list-style-type: none">) any property brought into the Government's country by the Consultant, any Sub-Consultant, or the Personnel (other than nationals or permanent residents of the Government's country), or the eligible dependents of such Personnel for their personal use and which will subsequently be withdrawn there from by them upon their respective departure from the Government's country, provided that: the Consultant, Sub-Consultants and Personnel, and their eligible dependents, shall follow the usual customs procedures of the Government's country in importing property into the Government's country; and if the Consultant, Sub-Consultants or Personnel, or their eligible dependents, do not withdraw but dispose of any property in the Government's country 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 the Government's country, or (ii) shall reimburse them to the Client if they were paid by the Client at the time the property in question

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	was brought into the Government's country.
3.9	The Consultant shall not use these documents and software for purposes unrelated to this Contract without the prior written approval of the Client.

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