



REQUEST FOR PROPOSALS (RFP) PUBLIC PRIVATE PARTNERSHIP (PPP) FOR ESTABLISHMENT OF A WASTE TO ENERGY PLANT IN MATSAPHA

TENDER NO 25 OF 2023/24

JULY 2023

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MATSAPHA TOWN COUNCIL

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1. PREAMBLE

Matsapha Town Council (MTC) requires local and international competent and reputable company to assist her in the development of a Waste to Energy plant - in Matsapha through PPP (Design- Finance- Build -Transfer) Renewable energy plant using waste (Waste-to-Energy Plant), which may incorporate additional clean technologies aimed at controlling greenhouse gas emissions, at the present Matsapha Municipality landfill site. In order to realize her vision to make Matsapha a sustainable and a livable town and also to demonstrate her respect to the local and global environment, Matsapha Town Council is committed to a safe and responsible management of waste. Matsapha Town Council's responsibility with respect to waste is to minimize it. Once such is done what Matsapha must reduce, recycle, and reuse, but will still have to do something with the residual. Converting waste to energy through incineration, gasification, or pyrolysis is a trash management strategy that can also reduce greenhouse gas emissions by reducing methane generation from landfills and releasing energy that can substitute for that generated by fossil fuels.

2. BACKGROUND

The Matsapha Town Council (MTC) is a Municipal organisation that is established under the Urban Government Act of 1969. It is responsible for the Management, administration and maintenance of the Matsapha urban area. Matsapha is located in the Upper Middleveld of Eswatini, in the Manzini region which is in the centre of the country. It is located 11 km from Manzini and 35 km from Mbabane. Matsapha was established as an industrial park in 1965 and was officially gazetted as an urban area in 2003.

Currently Matsapha Town Council implements an integrated waste management system which includes advocacy for waste avoidance and reduction; advocacy for waste recovery, re-use and recycling as well as minimal provision of reclaimer centres; waste collection (litter picking and waste transportation to sanitary landfill) and; waste disposal (at a sanitary landfill).

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2.1. Matsapha Waste Streams Classification

Sources of waste in Matsapha include household, Commercial, Industrial including tyres, Healthcare (formerly clinical waste) and, Agricultural waste sources. The sanitary landfill site is permitted as a general landfill site (Classification GSB¹) and it is permitted to handle all dry, non-hazardous incoming waste including: domestic waste, garden waste, builder's rubble, non-hazardous dry industrial waste, bulky waste, and other polymeric waste, dead animals, food and non-food stuffs destined for safe disposal etc.

For Example: During the month of March 2023, a total of **1 557.22 tonnes** from different waste categories were disposed at the sanitary landfill. This indicates a decrease of **888** tons compared to February due to receiving of less cover material this month. It is worth indicating though that an increase in industrial waste (**686.38 tonnes in March**) has been observed over the past 3 months due to increase in fabric materials received at the landfill.

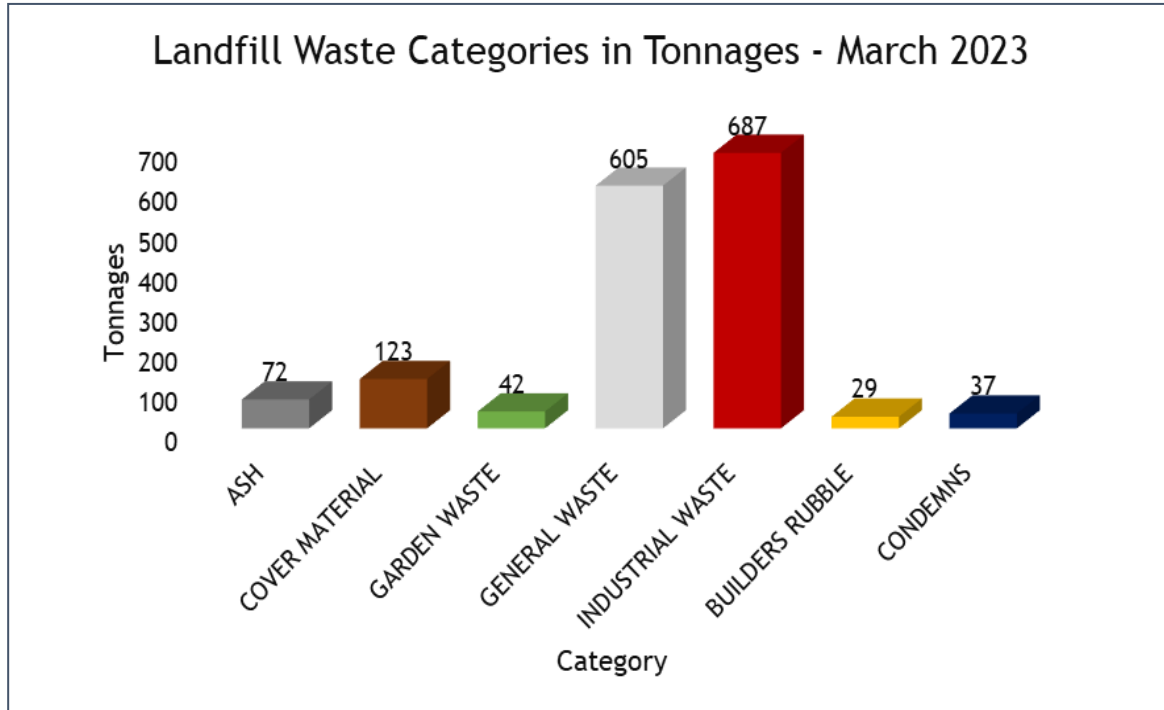


Figure 1: Waste categories for March 2023

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2.2. Matsapha Landfill Catchment Area

Over and above the waste collected within Matsapha Municipality, the Matsapha Sanitary landfill also receives waste from the Kwaluseni Inkhundla through the Peri-Urban Waste Management Project, which currently provides its own waste collection and transportation services using a tractor. Ezulwini Municipal Council also provides its own waste collection and transportation services using both skip and refuse trucks to deposit its waste at the Matsapha sanitary landfill. Matsapha receives waste for Malkerns Town Board too. It is worth noting that there is quite a vast Peri-urban area that is currently not served by the Town Council because it is outside the Municipal boundaries.

Inter-municipal Co-operation

In addition to the present Matsapha sanitary landfill catchment area, there is an opportunity to use waste produced by other municipalities for the sustainability of the waste-to-energy plant. Currently, the Ministry of Housing and Urban Development issued a legal instrument that requested all Municipalities to support Matsapha waste to energy project. The NSWMS proposed that the number of landfills be reduced and that landfill facilities should be shared by the various Local authorities where logistically possible. Matsapha is the most centrally located Municipality and logically and strategically positioned for the establishment of the plant. Waste could be collected from towns such as Mbabane, Ezulwini and Manzini. As already mentioned, Ezulwini already deposits its waste in Matsapha sanitary landfill. The NSWMS considered that Inter-municipal co-operation would improve the quality of staff and reduce the cost of facilities and equipment required.

The Inter-Municipal Co-operation project included an assessment and establishment of a possible structure for inter-municipal co-operation in relation to waste management in the Mbabane-Matsapha-Manzini Region, as well as exploring and assessing the technical and financial feasibility of viable regional approaches towards minimization, collection, transport, recycling, treatment and disposal of waste. Furthermore, it included the drafting of an appropriate co-operative agreement for an inter-municipal co-operative system for waste management, as well as a Draft Business Plan/Implementation Plan for operation of a co-operative

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structure/body (NSWMS, 2002). This pilot study could be explored to determine if inter-municipal cooperation in the waste-to-energy project is feasible.

Matsapha-Manzini-Sikhuphe Joint Sanitary Landfill Facility at Mafutseni

The Ministry of Housing and Urban Development is working on developing the aforementioned facility to serve Matsapha, Manzini and Sikhuphe. The Environmental Impact Assessment and Comprehensive Mitigation Plan have been developed for this project. The landfill is intended to serve the aforesaid towns. It is envisaged that the present landfill site could be used as a transfer station once the proposed Joint landfill facility starts operating.

On the contrary, as much as this Joint Landfill Facility will address the airspace reduction problem associated with landfill facilities, it will not solve the greenhouse gas emission problem also associated with landfills. Landfills form part of the major sources of greenhouse gases (bio methane). Greenhouse gas emissions contribute towards the depletion of the ozone layer, hence global warming. It is critical therefore that an alternative energy recovery strategy is employed. Matsapha has the potential to employ this innovative technology given large volumes of waste generated on monthly basis as indicated in the table above.

Matsapha Sanitary Landfill Site

Matsapha is the industrial hub of Eswatini, and it houses approximately above 750 industries. This implies that there is a high demand for energy consumption in Matsapha and that large volumes of waste are generated each day which end up at the landfill. Part of the waste is recycled, while a greater portion of the waste is compacted on the landfill site. Management and operation of the landfill is currently performed in-house while tender processes are on-going to outsource this service. The site is permitted as a general landfill.

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Current Rate of waste deposition at the Matsapha Sanitary landfill

According to the report from the last survey, conducted in August 2014, the available airspace at the facility is 145 355m³. Considering the average rate of waste deposition at the Matsapha sanitary landfill of 1300m³/month, there are approximately 111 months or 9 years of airspace still available. This, however, assumes that waste avoidance and reduction, waste recovery, re-use and recycling are prioritized; waste tonnages deposited at the landfill are kept below average; compaction of waste is adequately done and; that frequent supervision of the waste management system is ensured. It is, therefore, evident that the Matsapha sanitary landfill's available airspace is limited, mainly because very minimal waste avoidance and reduction as well as waste recovery, re-use and recycling services are currently provided.

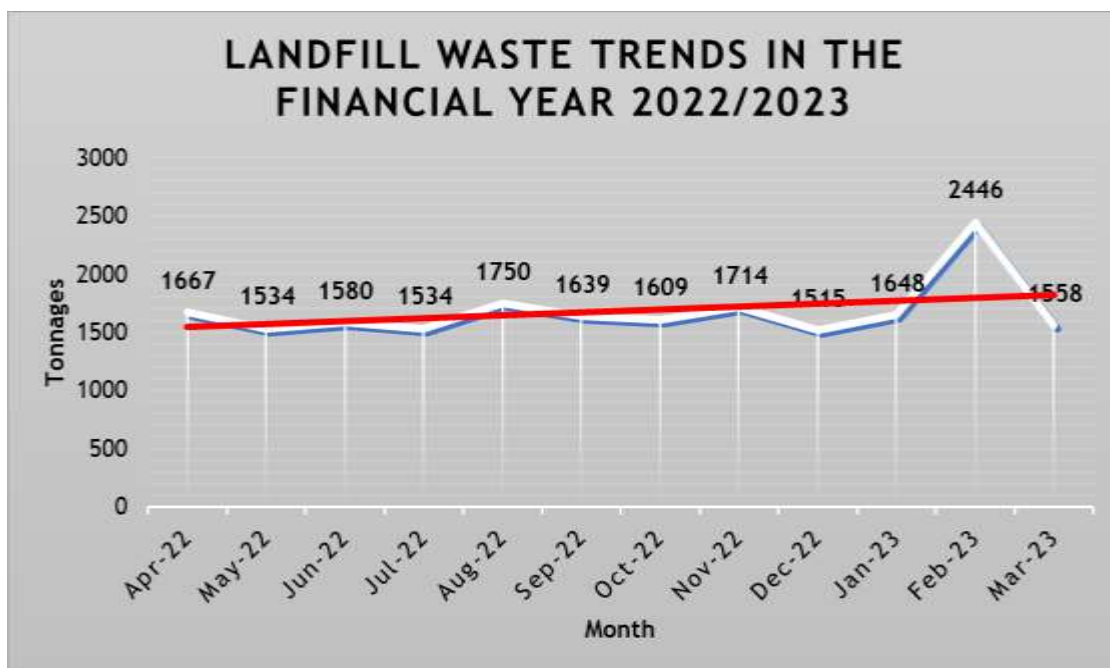


Figure 2: Current Trends

The figure above illustrates the waste disposal trends at the Matsapha sanitary landfill covering the period from April 2022 to March 2023.

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INDUSTRIAL WASTE DISPOSED IN 2022/2023



The figures above illustrate the constitution of waste exceeding the 1000m³/month average during the given months. It is evident that the highest constituent of waste in Matsapha is industrial waste and this is undoubtedly so because Matsapha is an industrial town. The Matsapha Town Council has set apart **approximately 4 ha land for the WTE plant** close to the Matsapha Town Council landfill.

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Benefits of Waste to Energy Technology

Eswatini does not have the capacity to generate enough energy locally to satisfy the high demand for energy in the country. The Eswatini Electricity Company is therefore left with no option but to import some of the energy from South Africa. Like other countries in the region, Eswatini is experiencing a hike in energy tariffs.

The benefits of this innovative technology are not limited to clean energy generation, but are also beneficial in the following manner:

- Reduce landfill demand thereby extending the life of existing landfills substantially and overtime freeing land for productive use
- Process municipal solid waste through waste separation and recycling
- Generate electricity from non-recyclable waste and organic waste - renewable energy
- Reduce pollution - clean energy
- Create jobs and contribute to the social upliftment of poor people through community-based organizations- social benefits
- Support regional economic development
- Save government substantial money from lower electricity cost, lower landfill management costs and reach zero landfill maintenance costs.

Waste Diversion from the Sanitary Landfill

The Town Council believes that the Waste-to-Energy Plant could be an innovative solution to the current landfill status and sustainable development within the Town. These technologies represent a favourable step towards achieving complete waste diversion from the sanitary landfill towards 'zero waste'-to-landfill and the reduction of green house gas emissions.

When scrutinizing these waste treatment innovations, the Council will consider, among other things, the following aspects: flexibility in feedstock fluctuation (input); ease of expansibility; scalability; footprint requirements; outputs and; environmental effects.

3. OBJECTIVES

One of the key mandates for the Municipality is to protect the environment and safeguard human health. To divert waste from the sanitary landfill towards 'zero waste'-to-landfill and the reduction of green house gas emissions.

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4. TERMS OF REFERENCE

The work should be comprehensive and cover, but not be limited to, the following:

1. Conduct a situational analysis of the relevant catchment area including the Matsapha Municipality and potential catchment areas such as immediate peri-urban areas as well as other surrounding communities currently serviced or not serviced by the Town Council to determine the population, types and quantities of waste and, waste management services provided;
2. The assessment should also be able to identify possible needs or uses of the energy to be generated within and without the municipality;
3. Present an ideal integrated solid waste management plan that will address identified negative environmental impacts and indicate how waste avoidance and reduction, waste recovery, re-use and recycling could be best implemented and how the present waste management services could be improved if necessary.
4. Undertake the requisite engineering designs for the development. It should be noted that all designs would be carried out based on acceptable cost-effective technical design principles and performance criteria/standards;
5. Build, finance and operate a full renewable energy plant using waste (waste-to-energy plant), to handle all waste generated within the Municipality and surrounding communities or immediate peri-urban areas
6. The plant should also be able to handle healthcare risk waste processing;
7. Design, build and operate the necessary infrastructure to support the plant and its operations including, but not limited to, additional clean technologies to eliminate green house gases, concrete slabs, weighbridges, utilities, fuel or electricity generation plant, interconnection to the electricity grid (if required), access control and staff facilities;
8. Prepare a schedule of project costs and Bill of Quantities;
9. Operation and maintenance of the facility in conformity with the best practices against mutually established benchmarks of performance during the envisaged concession period;
10. Ensure compliance with all statutory requirements and relevant procedures of the Matsapha Town Council.
11. The successful proposal should be able to demonstrate, among other aspects, flexibility in feedstock fluctuation (input); ease of expansibility; scalability; footprint requirements; outputs and; environmental effects and their mitigation.

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5. FORM OF COMPLETED WORK

The reports, all in English, shall be submitted as follows:

- 5.1 The preliminary report consisting of one (1) original and five (5) copies will be submitted for scrutiny and comments by the Council
- 5.2 This report and any comments on it will be returned to the Companies for consideration and action.
- 5.3 The Company will be required to submit one (1) original and five (5) copies of the Final Report which is expected to be a comprehensive document. One (1) electronic copy of the Final Report shall accompany the submission.

6. TIME SCHEDULES

- ❑ The contract shall be for twenty (20) years
- ❑ The Preliminary Report shall be submitted to the Council within one week from award of the tender.

7. TIMETABLE FOR THE COMPLETION OF ASSIGNMENT

A detailed time line for the execution of this contract treating specifically, though not exclusive, of the following activities:

- 7.1 Delivery of an inception report satisfactory to the Council, which outlines the approach to the assignment; the inception report should be submitted within 1 week after signing of the contract.
- 7.2 The final deliverables are a document (soft and hard copy) with detailed information as listed in item 4 above.
- 7.3 The Company shall submit all reports to the offices of Matsapha Town Council during working hours.

8. INFORMATION REQUIRED FROM TENDERERS

The Council will require the tenderers to submit the following information alongside the tender documents:

8.1 Relevant List of Past and Present Clients

Tenderers are to furnish the Council with examples of similar jobs undertaken with details of the contact name, address and telephone numbers of at least three recent (i.e. three years and less) clients who can be contacted in order to obtain a reference.

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8.2 Company Profile

Ownership of the Consultancy firm shall need to be stated by tenderer by way of producing relevant documents - Copy Certificate of Incorporation, copy of memorandum and articles of association together with a current Form J (Stamped by the Registrar of Companies).

8.3 Staff to be assigned

Tenderers shall list all individuals 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 Company is also expected to detail the individual man hours of each staff member.

8.4 Proof of Tax Clearance

Tenderers are requested to provide a current Tax Clearance Certificate.

8.5 Matsapha Town Council Receipt as proof of tender purchase

Tenderers are requested to provide the Matsapha receipt as proof of purchase of the tender document / terms of reference.

8.6 Current Trading License

Tenderers are requested to provide a Current Trading License.

9. JOINT VENTURES

Joint venture or consortia of two or more firms are required to submit information as required for each of the member firms together with an affidavit signed by all parties of the proposed joint venture or consortium declaring their intent to form a partnership.

However, the tender will only be accepted from the Principal in whose name the tender must be submitted and who is prepared to undertake full responsibility for carrying out the work.

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10. DISQUALIFICATION OF TENDER

The tender of any Tenderer who has not conformed to the foregoing tender rules may be disqualified at the discretion of the Employer.

11. SERVICES TO BE PROVIDED BY THE COUNCIL

- 11.1 Should there be any doubt as to the meaning or interpretation of any part of the Tender Documents, the Tenderer must set forth such doubt in writing and submit the same to the Environment and Public Health Manager not later than seven (7) days before the date fixed for the delivery of Tenders. The reply will be faxed or emailed to all Tenderers to whom a set of Tender Documents has been issued and any interpretation or clarification of the Tender Documents will be made only in writing.
- 11.2 The Council will make available to the successful Company all relevant data, documents and reports that will have a bearing on the project. Any conclusions made based on this data shall be the sole responsibility of the Company.

12. EVALUATION OF TENDERS

The Council intends to award the contract on the basis of:

- Proven ability of the tenderer to demonstrate a clear understanding of the issues,
- Relevant experience, and an
- Ability to complete the job on time.
- Submission of all required documents.

13. LEGAL ASPECTS

- 1.1 The laws of the Kingdom of Eswatini shall be applicable to the Contract created by the acceptance of a Tender and each Tenderer shall indicate a place in the Kingdom and specify it in his tender as his **domicilium citandi et executandi** where any legal process may be served on him.

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- 1.2 Each Tenderer shall bind himself to accept the jurisdiction of the courts of law of Eswatini.

14. COSTS INCURRED BY THE TENDERER

- 15.1 The Client will not be responsible for or pay for expenses or losses which may be incurred by any Tenderer in the preparation of the tender, alternative tenders, or in visiting the site in connection with the tender.
- 15.2 All stamps duties in connection with the Contract shall be paid by the Contractor.

15. GENERAL REQUIREMENTS

Tenderers attention is drawn to the general conditions of purchase and conditions of tender:

- 16.1 This tender document constitutes the contract of engagement on award of the tender. Aspects of this tender shall be deemed as binding and part of the contract for award.
- 16.2 No additions, alterations, omissions or qualifications shall be made to any of the Tender Documents other than the required entries.
- 16.3 Completed tender documents of TECHNICAL and FINANCIAL proposals under sealed cover with tenderer's name and addresses on reverse side of the envelope must be made and addressed to the Town Clerk, Matsapha Town Council, P. O. Box 1790, Matsapha, Matsapha Civic Centre, Cnr. Police College Road and Airport Road. Such must be delivered to the Matsapha Civic Centre not later than the **07th September 2023**.
- 16.4 Late or telegraphic tenders will not be accepted.
- 16.5 The language of the tender and the Contract will be the English Language. The tender must be completed in English and all correspondence and documents relating to the tender must be written in English.
- 16.6 The Council does not bind itself to accept any or the lowest tender.
- 16.7 Tenderers shall, together with the complete tender documents, supply technical data, illustrations and/or leaflets which adequately describe the items offered including quality.
- 16.8 Tenderers will treat the details of the Tender Documents as confidential.

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16. DELIVERY OF TENDER

The Tender together with all the required documents as specified in items 4 and 8 above shall be delivered by hand to the Matsapha Town Council, Civic Centre at corner of Police college road and Airport road, Matsapha not later than **07th September 2023 at 1000 Hours (Eswatini time)**. The outside of the envelope shall be marked as stated in item 16.3 above.

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1. SECTION 1: INSTRUCTIONS TO CONSULTANTS/ BIDDERS
DEFINITIONS

- a) “Client” means the agency with which the selected Consultant signs the Contract for the Services
- b) “Consultant” means any Contractor or entity 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 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

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- 1.1) The Client named in the Data Sheet will select an Engineering 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 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 are required to attend a **compulsory** pre-proposal site inspection as specified in the Data Sheet.
- 1.4) 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.
- 1.5) The Client will timely provide at no cost to the Consultants the inputs and facilities specified in the Data Sheet, assist the firms in obtaining licenses and permits needed to carry out the services, and make available relevant project data and reports.
- 1.6) 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/services and at all times hold the Client's interests' paramount, strictly avoid conflicts with other assignments or their own corporate interests and act without any consideration for future work.
- 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

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situations may lead to the disqualification of the Consultant or the termination of its Contract.

3. Commissions

- 3.1) 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.

4. One Proposal

- 4.1) 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.

5. Validity

- 5.1) The Data Sheet indicates how long Consultants' Proposals must remain valid after the submission date. 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. During this period, Consultants shall maintain the availability of Professional staff nominated in the Proposal.
- 5.2) 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.

6. Clarification and Amendment of RFP Documents

Consultants may request a clarification of any part of the RFP documents up to the:

- 6.1) 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)

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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;

- 6.2) 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.

7. Preparation of Proposals

- 7.1) The Proposal, as well as all related correspondence exchanged by the Consultants and the Client, shall be written in the English language.
- 7.2) 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.
- 7.3) While preparing the Technical Proposal, Consultants must also give particular attention to the following:
- 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.
 - Alternative professional staff shall not be proposed, and only one Curriculum Vitae (CV) may be submitted for each position.

8. Preparation of the Technical Proposal

- 8.1) As required in Form TECH-2, Part C, the following documents must be attached to the Technical Proposal as Appendices:

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 (5) Reference Customers,

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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 (C1)
12	Original Matsapha Town Council receipt of RFP purchase of (E3000.00).

9. Technical Proposal requirements:

9.1) Consultants are required to submit a Full Technical Proposal. The Technical Proposal shall provide the information indicated in the following paragraphs from (a) to (g) **using the attached Standard Forms**:

- a) For the Technical Proposal, evidence of the Consultant's financial standing must be provided in the form 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 (C) request that the consultant includes certified copies of: trading licence, tax clearance certificate, form 'J' and form 'C'.
- 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

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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 Declaration of Eligibility (Form TECH-8)
 - i. A detailed description of the proposed methodology and staffing for training, if the Data Sheet specifies training as a specific component of the assignment.
 - ii. Declaration of Eligibility (Form TECH-9). All Consultants must meet the following criteria, to be eligible to participate in public procurement.

9.2) 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 in the form of a Bill of Quantities 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 (E) 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 Form FIN-1

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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 before 07th September 2023 at 1000 hours.”**
- 11.5) 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 “[Do Not Open before 07th September at 1000 hrs]”**. 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**.
- 11.6) 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

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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 Proposals immediately after the deadline for their submission.
- 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 recommendations for Contract may result in the rejection of the Consultants' Proposal.

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).
- 14.2) 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.

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

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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 based on Quality and Cost based

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.

18 CONTRACT AWARD PROCEDURES

- The awarding of contract shall be recommended to the best evaluated tenderer, as determined by the evaluation methodology and criteria specified in the invitation document.
- The contract award decision shall be taken by the appropriate approvals authority, but the award decision does not constitute a contract.
- Following the contract award decision, the procuring entity shall prepare a notice indicating the name of the best evaluated tenderer, the value of the proposed contract and any evaluation scores. The notice shall be-

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- a) Published on the Public Procurement Agency website and sent directly to all tenderers who submitted tenders by letter and where appropriate, by fax or email; and,
Council shall allow a period of at least ten working days to elapse from the date of dispatch of the notice before a contract is awarded.

19. Place and Time for Negotiations

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.

20. Technical Negotiations

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

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.

21.1 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

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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.

21.2 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.

21.3 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.

21.4 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.

22. Commencement of Assignment

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

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 prosecution under the laws of the Kingdom 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;

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“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.

2. BIDDING DATA SHEET

Number															
1.1	Name of the Local Authority: Matsapha Town Council Method of selection: Quality & Cost-based Selection (QCBS)														
1.2	Validity Proposals must remain valid for 120 (One Hundred and Twenty) days after the submission date.														
1.3	Pre-proposal conference, Clarification and Amendment of RFP Documents A Non-Compulsory Pre-proposal conference shall take place on 16 th August 2023 at 11:00 hrs starting from the Matsapha town Council Offices. Clarifications may be requested in writing (email only), 7 days before the deadline submission date. The address for requesting clarification is: procurement@matsapha.co.sz														
1.4	Preparation of the Technical Proposal The following attachments should accompany the tender document, <table border="1"> <thead> <tr> <th>Number</th><th>DOCUMENTS</th></tr> </thead> <tbody> <tr> <td>1</td><td>Certified copy of valid Trading License,</td></tr> <tr> <td>2</td><td>Original/Valid Tax Compliance Certificate,</td></tr> <tr> <td>3</td><td>Certified copy of current Labour Compliance Certificate,</td></tr> <tr> <td>4</td><td>Certified copy of ENPF Compliance Certificate</td></tr> <tr> <td>5</td><td>Certified copy of Form J and Form C</td></tr> <tr> <td>6</td><td>Financial Statements for the past 3 years,</td></tr> </tbody> </table>	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,
Number	DOCUMENTS														
1	Certified copy of valid Trading License,														
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Matsapha Town Council RFP: Public Private Partnership (PPP)

	7	Names and Contacts of at least (5) 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	A fully signed document providing Power of Attorney
	12	Tender Bond of E5,000
	13	Original Matsapha Town Council receipt of RFP purchase of (E3000.00)
1.5	Preparation of the Financial Proposal	
	Financial Proposals must show the proposed amount for the development, inclusive of VAT, the repayment period (not less than 3 years) and the repayment schedule.	
1.6	Packing and Submission of the Proposal	
	The Engineering firms must submit One (1) original and Three (3) copies of the Technical and Financial Proposal.	
	The proposal shall consist of a Technical Proposal and a Financial Proposal, which shall be in separate sealed envelopes marked “Technical Proposal -Tender No. 25 of 2023-24. The two envelopes must be enclosed in a sealed outer envelope, which shall be marked: Request for Proposal:	
	TITLED:	
	PUBLIC PRIVATE PARTNERSHIP (PPP)	
	and addressed to:	
	The Town Clerk /CEO, Matsapha Town Council, P.O. Box 1790, Matsapha,	
	Failure to mark the envelope clearly and accurately may result in rejection of the proposal. The Proposal should be deposited in the Tender Box situated at Matsapha Town Council, Civic Centre Offices, Matsapha at the latest by 07th	

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	September 2023 1000 Hours (Eswatini time). Late applications will not be considered.		
1.7	Evaluation of the Technical Proposals		
	Criteria, sub-criteria and point system for the evaluation of Full Technical Proposals are:		
	Bidder should provide names and qualifications of at least two candidates qualified to meet the requirements of stated position. The positions are:		
	Position	Total experience (Yrs.)	In similar work (Yrs.)
	Design Engineer / Consultant	15	10
	Contracts Manager	15	10
	Site agent	10	5
	Site Engineer	5	5
	General foreman	15	10
	Earthworks foreman	10	5
Scored evaluation			
Category:		Points	
Organizational Capacity		15	
Quality Control		10	
Adequacy of the proposed work plan & approach		15	
Expertise of the organization		10	
Technical proposal and design		10	
Previous experience in similar PPP financing		20	
Equipment capabilities (for Construction company)		10	
Local Preference on Swazi Citizen owned enterprise		5	

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	TOTAL	100	
	The price/cost of each of the technically compliant proposals shall be considered only after evaluation of the above technical criteria		
	The minimum Technical Score (St) required to pass is: 70 (seventy) %		
1.8	Evaluation of the Financial Proposals		
	Financial proposals in foreign currency shall not be considered. Evaluation will take place in Lilangeni (SZL) only.		
1.9	Evaluation of Quality Cost Based Proposals		
	The lowest evaluated Financial Proposal (Fm) will be given the maximum financial score (Sf) of 100 points.		
	The financial scores (Sf) of the other Financial Proposals will be computed as follows: $Sf = 100 \times Fm / F$, in which Sf is the financial score, Fm = is the lowest price F = the price of the proposal under consideration.		
	Proposals will be ranked according to their combined technical (St) and financial (Sf) scores using the weights T = the weight given to the Technical Proposal; P = the weight given to the Financial Proposal; T + P = 1 indicated 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. The weights given to the Technical and Financial Proposals are: T = 0.7 P = 0.3		
1.10	Modifications and Withdrawal of RFP		
	Tenderer may modify or withdraw its Tender after submission, provided that written notice of the modification is received by the Matsapha Town Council prior to the deadline for its submission. A withdrawal notice may also be sent to		

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Matsapha Town Council RFP: Public Private Partnership (PPP)

	<p>procurement@matsapha.co.sz but followed by a signed confirmation copy.</p> <p>Tenderer's representative shall initial Tender submission changes or modifications in black ink.</p> <p>No Tender may be modified after the deadline for submission.</p> <p>No Tender may be withdrawn in the interval between the deadline for submission and the expiration of its validity.</p>
1.11	<p>Negotiations</p> <p>Expected address for contract negotiations:</p> <p>Matsapha Town Council</p> <p>Corner Police College Road and Airport Road</p> <p>P.O. Box 1790</p> <p>Matsapha,</p> <p>Kingdom of Eswatini</p>
1.12	<p>Commencement of Assignment</p> <p>The assignment is expected to commence or immediately after contract award (subject to confirmation by the Local Authority).</p>

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3. **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

TECH-3 Comments and suggestions on the terms of reference and on counterpart staff and facilities to be provided by the Consultant

TECH-4 Description of the Approach, Methodology and Work Plan for Performing the Assignment

TECH-5 Proposed Timelines

TECH-6 Document's Comprising the Proposal (For Valuation Firm(S))

TECH-7 Work Schedule

TECH-8 Declaration of Eligibility

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4. **FORM TECH-1: TECHNICAL PROPOSAL SUBMISSION FORM**

[>>>Location, Date>>>]

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

Dear Sirs:

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

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 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 the Data Sheet.

We understand the Matsapha Town Council is not bound to accept the lowest or any proposal.

Yours sincerely,

Authorized Signature.....

Name and Title of Signatory.....

Name of Firm.....

Address.....

[Stamp of the Firm]

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5. FORM TECH-2: CONSULTANT'S ORGANIZATION AND EXPERIENCE

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

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6. FORM TECH-3: COMMENTS AND SUGGESTIONS ON THE TERMS OF REFERENCE AND ON COUNTERPART STAFF AND FACILITIES TO BE PROVIDED BY THE CONSULTANT

1. Please provide the organogram structure of the organization in relation to the team to be assigned for the services	
2. Please provide the CVs of the proposed partners, managers and any specialists	
3. Note the professional and academic qualifications, years of experience, recent professional development activities, experience with Assignments of Local Authorities.	
4. What is the time allocation for the various proposed members of the professional team?	

Certification:

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

Signature.....

Date.....

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7. 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 (30 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,

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8. FORM TECH-5: PROPOSED TIMELINES

ACTIVITY	TIMEFRAME	START AND COMPLETION
a) Consultant briefed by the Matsapha Town Council Management.		
b) Consultant provides a schedule of project implementation		

NB: It is the intention of Council that the assignment should be completed within 24 months

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9. FORM TECH-6: DOCUMENTS COMPRISING THE PROPOSAL

The Technical Proposal must include the following documents:

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 (5) 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 (C1)
12	Original Matsapha Town Council receipt of RFP purchase of (E3000.00).

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10. FORM TECH-7: WORK SCHEDULE

N ^o	Activity ¹	Days ²													
		1	2	3	4	5	6	7	8	9	10	11	12	13	
1															
2															
3															
4															
5															

1. Indicate all main activities of the assignment, including delivery of reports (e.g.: draft report), and other benchmarks such as Client approvals.
2. Duration of activities shall be indicated in a form of a bar chart
3. A Gant chart in any clear format will be accepted by the Client

11. FORM TECH-8: DECLARATION OF ELIGIBILITY

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

[>>>Name of Valuation firm, Address, and Date>>>]

To: The Town Clerk / CEO

Matsapha Town Council

Corner Police College Road and airport Road

P.O.Box 1790

Matsapha

Kingdom of Eswatini

Dear Sirs,

RE: RFP REFERENCE: TENDER NO 25 of 2023/2024

We hereby declare that: -

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

Signed.....

Date.....

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Authorised Representative

12. 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 paragraph. 10 of the 'Instructions to Consultants.

FORM FIN-1 Financial Proposal submission form

FORM FIN-2 Summary of Proposal or Activity costs

FORM FIN-4 Summary of Fees

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13. **FORM FIN-1: FINANCIAL PROPOSAL SUBMISSION FORM**

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

[>>>Location>>>]

[>>>Date>>>]

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

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

Dear Sirs:

We, the undersigned, declare that:

- a) We offer to provide the consulting services for [>>insert a brief description of the Services>>] in conformity with your Request for Proposals and our technical and financial proposals;
- b) The total price of our proposal is Emalangeni: [>>insert the total proposal price in words and figures>>], inclusive of local taxes [amend if local taxes are not required to be included];
- c) The Cost per day for including taxes is Emalangeni (>>insert the total proposal price in words and figures>>)
- d) 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;
- e) We understand that you are not bound to accept any proposal that you receive;

Dated on _____ day of _____, _____ [insert date of signing]

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

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

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

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

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14. FORM FIN-2: SUMMARY OF PROPOSAL OR ACTIVITY COST

[Note to Engineering firm s: Engineering firm(s) may reproduce this form in landscape format with additional columns, rows or fields] [Commissions and gratuities, if any, paid or to be paid to agents by Engineering firm(s) and related to the assignment should be listed]

COST ITEM	COST (SZL)
Fees (provide detailed rates and descriptions)	
Reimbursable costs (provide detailed rates and descriptions)	
Local taxes (provide detailed rates and descriptions)	
TOTAL	

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

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15. FORM FIN-3 BREAKDOWN OF COSTS BY ACTIVITY1

N	Activity		2	3	4	5	6	7
1.								
2.								
3.								
4.								
5.								

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GENERAL CONDITIONS OF CONTRACT

1. PROVISIONS

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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, 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)	Blank.
	(c)	"Consultant" means any private or public entity that will provide the Services to the Client under the Contract.
	(d)	"Contract" means the Contract signed by the Parties and all the attached documents listed in its Clause 1, that is these General

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Conditions (GC), the Special Conditions (SC), and the Appendices.

- (e) “Contract Price” means the price to be paid for the performance of the Services, in accordance with Clause 6;
- (f) “Effective Date” means the date on which this Contract comes into force and effect pursuant to Clause GC 2.1.
- (g) “Foreign Currency” means any currency other than the currency of Eswatini.
- (h) “GC” mean these General Conditions of Contract.
- (i) “Government” means the Government of Eswatini.
- (j) “Local Currency” means the currency of Eswatini.
- (k) “Member” means any of the entities that make up the joint venture/consortium/association, and “Members” means all these entities.
- (l) “Party” means the Client or the Consultant, as the case may be, and “Parties” means both of them.
- (m) “Personnel” means persons hired by the Consultant or by any Sub-Consultants and assigned to the performance of the Services or any part thereof.
- (n) “SC” means the Special Conditions of Contract by which the GC may be amended or supplemented.
- (o) “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

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- 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 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 SC 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 SC.

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- 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**
- 1.9.1 Definitions** It is the Matsapha Council's policy to require that Consultants under contracts observe the highest standard of ethics during the selection and execution of such contracts. In pursuance of this policy, the Council:
- (a) defines, for the purpose of this provision, the terms set forth below as follows:
 - (i) "corrupt practice" means the offering, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of a public official in the selection process or in contract execution;
 - (ii) "fraudulent practice" means a misrepresentation or omission of facts in order to influence a selection process or the execution of a contract;
 - (iii) "collusive practices" means a scheme or arrangement between two or more consultants, with or without the knowledge of the Client, designed to establish prices at artificial, non-competitive levels;
 - (iv) "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;
- 1.9.2 Measures to be taken** (b) will cancel the contract if it determines at any time that representatives of the Consultant or the Client were engaged in corrupt, fraudulent, collusive or coercive practices during the selection process or the execution of that contract, without the Client having taken timely and appropriate action satisfactory to remedy the situation;
- (c) will sanction a Consultant, including declaring the Consultant ineligible, either indefinitely or for a stated period of time, 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;

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- 1.9.3 Commissions and Fees** (d) will require the successful Consultant 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.

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, this Contract shall expire at the end of such time period after the 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**
- 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 fulfil any of its obligations under the contract shall not be considered to be a breach of, or default under, this Contract insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event (a) has taken all reasonable precautions, due care and reasonable alternative measures in order to carry out the terms and conditions of this Contract, and (b) has informed the other Party as soon as possible about the occurrence of such an event.
- 2.5.3** Any period within which a Party shall, pursuant to this Contract,

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Extension of Time 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 GC 2.6.1. 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 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 GC 8 hereof.

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- 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 GC 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 GC 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 GC 8 hereof.
- 2.6.3 Payment upon Termination** Upon termination of this Contract pursuant to Clauses GC 2.6.1 or GC 2.6.2, the Client shall make the following payments to the Consultant:
- (a) payment pursuant to Clause GC 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 GC 2.6.1, reimbursement of any reasonable cost incident to the prompt and orderly termination of the Contract, including the cost of the return travel of the Personnel and their eligible dependents.

3. OBLIGATIONS OF THE 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.

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- 3.2 Conflict of Interests** of The Consultant shall hold the Client's interests paramount, without any consideration for future work, and strictly avoid conflict with other assignments or their own corporate interests.
- 3.2.1 Consultants Not to Benefit from Commissions, Discounts, etc.** The payment of the Consultant pursuant to Clause GC 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.
- 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 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.

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- 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 SC.
- 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 SC.
- 3.8 Accounting, Inspection and Auditing** The Consultant (i) shall keep accurate and systematic accounts and records in respect of the Services hereunder, in accordance with internationally accepted accounting principles and in such form and detail as will clearly identify all relevant time changes and costs, and the bases thereof, and (ii) shall periodically permit the Client or its designated representative, and up to two years from the expiration or termination of this Contract, to inspect the same and make copies thereof as well as to have them audited by auditors appointed by the Client, if so required by the Client as the case may be.

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 SC.
- 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 GC 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.

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** The Parties agree that the avoidance or early resolution of disputes is

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- Settlement** 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 SC.

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Special Conditions of Contract

The following Special Conditions of Contract (SCC) shall supplement and / or amend the General Conditions of Contract (GCC). Whenever there is a conflict, the provisions herein shall prevail over those in the GCC.

The Purchaser is: MATSAPHA TOWN COUNCIL (MTC)
The Delivery Site is: Matsapha Town Council, Manzini Region
The delivery term shall be DDP - Matsapha Town Council, Manzini Region and shall be governed by the rules prescribed in the 2010 edition of Incoterms.
The language shall be: English
For <u>notices</u> , the Purchaser's address shall be: Attention: Procurement Officer, MATSAPHA TOWN COUNCIL P.O. Box 1790 Area: MATSAPHA Region: MANZINI Country: Eswatini Telephone: +268 2518 6848 Email: procurement@matsapha.co.sz For notices, the Supplier's address shall be: <i>(To be filled at the time of award)</i>
The governing law shall be the laws of Eswatini
The formal mechanism for the resolution of disputes shall be as follows: <i>(a). For contracts entered into with Foreign Suppliers:</i> In case of a dispute between the Purchaser and the supplier, the dispute shall be settled by arbitration in accordance with the provisions of the United Nations Commission on International Trade Law (UNCITRAL) arbitration Rules. <i>(b). For contracts entered into with suppliers from Eswatini</i> In the case of a dispute between the Purchaser and a Supplier from Eswatini, the dispute shall be referred to adjudication or arbitration in accordance with the laws of Eswatini.
The scope of supply for the Goods and Related Services to be supplied shall be as specified in: The Schedule of Requirements

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Delivery and Documents**For Goods supplied from abroad:**

Upon shipment, the Supplier shall notify the Purchaser and the Insurance Company by cable or email the full details of the shipment, including Contract number, description of Goods, quantity, the vessel, the bill of lading number and date, port of loading, date of shipment, port of discharge, etc. The above documents shall be received by the Purchaser before arrival of the Goods and, if not received, the Supplier will be responsible for any consequent expenses.

- (i) copies of the Supplier's invoice showing Goods' description, quantity, unit price, and total amount;
- (ii) delivery note;
- (iii) copies of the packing list identifying contents of each package;
- (iv) insurance certificate;
- (v) inspection certificate, issued by the nominated inspection agency, and the Supplier's factory inspection report; and
- (vi) certificate of origin.

For Goods from within the Purchaser's country:

Upon delivery of the Goods to the transporter, the Supplier shall notify the Purchaser and mail the following documents to the Purchaser:

- (i) copies of the Supplier's invoice showing Goods' description, quantity, unit price, and total amount;
- (ii) delivery note, railway receipt, or truck receipt;
- (iii) inspection certificate issued by the nominated inspection agency, and the Supplier's factory inspection report; and
- (iv) certificate of origin.

The above documents shall be received by the Purchaser before arrival of the Goods and, if not received, the Supplier will be responsible for any consequent expenses.

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The prices charged for the Goods delivered and the related Services performed Shall Not be adjustable.
<p>The method and conditions of payment to be made to the Supplier under this Contract shall be as follows:</p> <p>Payment of 100% of the contract sum shall be made within 30 days after delivery and acceptance of the supplies or service rendered.</p>
In the event that the Purchaser fails to make any payment to the Supplier within 15 days after its respective due date, the Purchaser shall pay to the Supplier interest at the annual rate: 2 %
The amount of performance security, as a percentage of the Contract Price, shall be: 10% of the contract sum
After delivery and acceptance of the Goods, the performance security shall be reduced to two (2) percent of the Contract Price to cover the Supplier's warranty obligations in accordance with Clause GCC 27.3. The Performance Security shall be valid until the end of warranty period.
The packing, marking and documentation within and outside the packages shall be: To be decided at the time of award
<p>Insurance</p> <p>It is in principle the Supplier's entire responsibility to ensure that the goods are duly received by the Purchaser under DDP, and therefore it is the Supplier's prerogative to decide whether to insure or not. Under this contract, however, the Supplier is required to arrange for an insurance policy for All Risk covering 110% of the DDP price, addressed to both the Supplier and the Purchaser.</p>
The liquidated damage shall be: 0.01% per week
The maximum amount of liquidated damages shall be: 5%
<p>The period of validity of the Warranty shall be: N/A</p> <p>For purposes of the Warranty, the place of final destination shall be:</p> <p>LOT 1 - Matsapha Town Council, Manzini Region</p>

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