



Ministry of Agriculture

**Smallholder Market-Led Project/Climate Smart Agriculture for Resilient Livelihoods  
(SMLP/CSARL)**

## **REQUEST FOR PROPOSALS**

**FOR**

**TARGETING & GENDER ANALYST INDIVIDUAL CONSULTANT**

**(Individual Consultant Selection)**

**SWADE/0348**

**Tender Closing Date: Monday, 18<sup>th</sup> June 2018**



**ADVERTISEMENT - REQUEST FOR PROPOSAL (RFP)**  
**TARGETING & GENDER ANALYST INDIVIDUAL CONSULTANT**  
**SWADE/0348**

The Swaziland Water & Agriculture Development Enterprise (SWADE) invites sealed proposals from individuals for “Gender Analyst Individual Consultancy Service”. The Request for Proposals’ document can be obtained at the reception area of the offices of SWADE, Sincephetelo MVA Fund Building, 3<sup>rd</sup> Floor, Mbhilibhi Street, Mbabane or downloaded from the SWADE website at [www.swade.co.sz](http://www.swade.co.sz) and SPPRA website at [www.sppra.co.sz](http://www.sppra.co.sz).

SWADE is implementing the Smallholder Market-led Project/Climate Smart Agriculture for Resilient Livelihoods (SMLP/CSARL) which is targeting reducing poverty and food insecurity of poor rural dwellers through investment supporting increased agricultural production and productivity and market-led commercialization of smallholder agriculture. SWADE is seeking the services of a suitably, qualified, competent, consultant.

The purpose of this Request for Proposals (RfP) is to establish a service agreement with an individual who has the technical expertise in targeting & gender analyst. Detailed information regarding the terms of reference is available in the ‘Request for Proposals’ document. The Project Implementation Unit (PIU) will continuously review the performance of the consultant and, if the performance is not satisfactory, SWADE shall have the right to terminate the service agreement in line with the agreed terms and conditions.

Proposals will be evaluated on an Individual Consultant Selection (ICS) and the resulting contract will be a time-based where the consultant provides services based on a pre-agreed unit rate (i.e. per hour, per day) and reimbursable items being on the basis of actual expenses or agreed unit prices.

The proposals shall consist of a Technical Proposal and a Financial Proposal which shall be in a sealed envelope clearly marked:

**THE CHAIRMAN OF THE TENDER BOARD**  
**Swaziland Water & Agricultural Development Enterprise (SWADE)**  
**Tender No.: SWADE/0348**  
**TARGETING & GENDER ANALYST INDIVIDUAL CONSULTANT**

To be eligible for consideration for this proposal, the consultant should provide in the proposal the documents specified in “Instructions to Consultants”, including the following:

1. Curriculum Vitae;
2. Statement of Adequacy;
3. Statement of Fees; and
4. Police Clearance Certificate

The proposal must be deposited in the Tender Box situated at the SWADE Offices located at Sincephetelo MVA Fund Building, 3<sup>rd</sup> Floor, Mbhilibhi Street, Mbabane at the latest by 10:00a.m., (Swaziland time) on **Monday, 18<sup>th</sup> June 2018**. There will be no open tender.

Requests for clarifications, which must be in writing, should be addressed, via email, to [smlp-procurement@swade.co.sz](mailto:smlp-procurement@swade.co.sz), and we will promptly respond in writing via email to any requests for clarification up until close of business on **11<sup>th</sup> June 2018**. Written copies of the Enterprise, response (including an explanation of the enquiry but without identifying the source of the inquiry) will be sent to all prospective Bidders.

For administrative and technical enquiries, please contact Ms. Jabulile Shongwe, by sending your request for clarification at [smlp-procurement@swade.co.sz](mailto:smlp-procurement@swade.co.sz).



# TERMS OF REFERENCE

## SECTION A: INTRODUCTION

Tenderers are requested to complete their proposals following the outline indicated in this document:

<b>Title</b>	<b>Targeting &amp; Gender Consultant</b>
<b>Country of Assignment</b>	<b>Swaziland</b>
<b>Supervision</b>	<b>SMLP/CSARL Project Implementation Unit Directly Reporting: Planning, Monitoring and Evaluation Officer</b>
<b>Location</b>	<b>SMLP (Siphofaneni/Kholwane)</b>
<b>Duration</b>	<b>3 months</b> (The assignment is for a period of 45 days spread over a period of six months).

### 1. PROJECT OVERVIEW

The Smallholder Market-led Project (SMLP) and Climate-Smart Agriculture for Resilient Livelihood Project (CSARL) are designed upon the Government of the Kingdom of Swaziland's (GoS) request to the International Fund for Agricultural Development (IFAD) and are funded by IFAD and GEF. The Project's goal is to contribute to national poverty reduction. The development objective is to enhance food and nutrition security and incomes among smallholder producer families through diversified agricultural production and market linkages. The project will be implemented across 37 chiefdoms. The projects three major outcomes are: i) Chiefdoms engage in effective planning and decision-making; ii) Soil and water resources are sustainably managed for market-led smallholder agriculture in the project chiefdoms; and iii) Smallholder producers in the project chiefdom supply crop and livestock products to market partners, while subsistence farmers are enabled to produce sufficient nutritious food themselves. The Project is scheduled to run for a six-year period from February 2016 up to 30<sup>th</sup> September 2022, and delivers results in three areas:

SMLP/CSARL has three components

- Component 1: Chiefdom Development Planning
- Component 2: Infrastructure for Soil and Water Conservation
- Component 3: Market Led Smallholder Agriculture

Thirty-seven Chiefdoms out of an approximate total of 50, located within twelve Tinkhundla in the three regions of Swaziland which are Lubombo, Manzini and Shiselweni, pre-selected based on their rain-fed nature and on the Chiefdom's leadership's commitment to engage with the Project and set-up and consult community development committees in decisions pertaining to development activities. The approximate population of the Chiefdoms is ca. 96,000 people or 16,000 households. Pending a more exact inventory of population and poverty, it is estimated that 85% (81,600) are predominantly engaged in smallholder agriculture, and stand to benefit from the Project. A little over 60% (57,600) of the population classifies as poor; and 5/6th (48,000) of those can be seen as economically active smallholders. Ten percent of the households (1,600) households) is food deficit and is unlikely to be able to produce for the market as these households are headed by children, elderly/very old, chronically ill and disabled. Five percent better-off households rely on incomes outside agriculture.

The Project targets economically active poor households. As this group is in need of both better nutrition and enhanced income, the choice of value chains to be developed is centred on comparative advantage for homestead production of food commodities. Increased productivity will support nutritional intake and marketing of surplus production to enhance household incomes. Project investments in systems for market linkage, land and water conservation and engagement of extension services have significance for national service delivery. The Project, scheduled to run for a six-year period from February 2016 up to 30<sup>th</sup> September 2022, delivers results in three areas:

**Component 1** –Chiefdom Development Planning. Based on an approach that is embraced by the Ministry of Tinkhundla (Local Government), the Project will support participatory planning in the Chiefdoms, whereby decision-making on socio-economic development activities is informed by consultation with concerned households and communities. The result will be a transformation of the development processes in the Chiefdoms, contributing to the allocation of the natural resources in the Chiefdom to agricultural and economic activities that benefit the Chiefdom’s population both in terms of food security and incomes.

**Component 2** –Infrastructure for Soil and Water Conservation. The Project invests in rainwater harvesting, in rehabilitation and new construction of small irrigation dams and in erosion control with a view to enhance the productivity of land and water resources in a sustainable manner. All investments will be guided by the Chiefdom Development Planning, as well as by effectiveness criteria. All infrastructures will be developed with the intended users, with groups and agreements being established under the purview of the Chiefdom. The capture of water resources and the protection of land resources result in those resources being available to market-led agricultural initiatives.

**Component 3** –Market-led Agriculture. Existing and confirmed market demands, which have been identified for legumes, vegetables, fruits, indigenous chicken, goats and beekeeping, form the starting point for development and improvement of value chains. Supported by the Project, market partners will take steps to improve and innovate the value chains available to smallholder farmers.

The Project will target poor rural women, men and youth whose livelihoods revolve around agriculture and who have a need for enhancing food production and/or an interest in engaging in commercially orientated on-farm and off-farm economic activities.<sup>1</sup> It is planned that all but the top of the following categories will be targeted:

- **Better-off** – accounting for approximately 5% of the population (4,800 in 800 households)
- **Middle wealth** – economically active smallholder households, accounting for 35% of the population (33,600 in 5,600 households);
- **Economically active poor** – smallholder households who have potential to produce marketable surplus, accounting for 50% of the population (48,000 in 8,000 households).
- **Food deficit poor** – smallholder households unlikely to produce surplus in the foreseeable future, accounting for 10% of the households (9,600 in 1,600 households). This coincides to the ‘extreme poor’ in the national statistics.

The food deficit poor depend on food rations; have limited cultivated land, high mortality rates, diseases (including HIV&AIDS) and depend on sale of labour. Many of these households are headed by women or children. Ten (10%) percent of the population fall under this category. Women provide the bulk of the workforce in agriculture; but are culturally constrained in decision making, access to land and cattle rearing. Due to HIV&AIDS and male outmigration, 53 % of rural population is female while 40% of the households are headed / managed by women. The youth (young women and young men under age of 14) make up 40% of the population, have little interest in agriculture while the majority remain unemployed and could potentially find opportunities in the agricultural sector.

**Special Categories.** The above generic target group is expected to take advantage of improved access to essential agricultural services and opportunities for sustainable agricultural production. However, not all individuals and households within the target group will easily partake in these benefits. The food deficit poor; women and female-headed households, women in male-headed households and the rural youth need specific targeting strategies to help them partake in project benefits.

The Project has just completed a baseline socio-economic survey and census of the implementation area. The study includes the Women’s Empowerment in Agriculture Index (WEAI), which measures women’s empowerment and inclusion in agriculture. The data and findings from these studies will inform development of a targeting action plan that ensures the project reaches audiences across the special categories mentioned above.

A gender consultant is being recruited to work closely with the SMLP gender focal person in backstopping the project and ensuring targeting mechanisms for reaching the: i) Poor/vulnerable households; ii) women headed households; iii) women in male-headed households; iv) female youth; v) male youth. To assess social inclusiveness, the Project will disaggregate its key indicators for gender, wealth and age. Social inclusiveness will be a key point of discussions on

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<sup>1</sup> Climate-Smart Agriculture for Resilient Livelihoods (CSARL) – GEF project 9133. Detailed design report

targeting in the Chiefdom development planning exercise. The project design refers to the following targeting mechanisms:

- ***Socio-economic household profiles in the 37 Chiefdoms*** – providing wealth, gender and age disaggregated information to Community Development Committees (CDCs). This enables to target specific categories and their effective participation in the CDCs
- ***Development targeting by the CDC*** – Matching development activities including those financed/implemented by SMLP/CSARL to local resources, eligible households and individuals. Allows for monitoring social inclusion in the targeting
- ***Sustainable water and land management at multiple levels*** – will ensure benefits accrue across the different target categories
- ***Concessional terms*** – will be provided for the provision of rooftop rainwater harvesting equipment to food-deficit households.
- ***Self-targeting*** – enables households keen to embrace a technology to choose which technology to participate in, as overseen by CDC.
- ***Household Mentoring*** – is used to reach poorer households and individuals who often exclude themselves from development activities. Deprived households will be coupled with mentors within their community.
- ***Small Enterprises*** –bulking and grading agricultural produce; construction/installation, repair of ferro-cement tanks and roof-top rainwater harvesting – opportunities for youth and women

## **2. OUTCOME OF THE ASSIGNMENT**

The Consultant shall develop a ‘*Targeting Strategy and Action Plan*’ and provide technical backstopping in poverty, gender and youth targeting by the Project to the following:

- (i) Project Implementation Unit;
- (ii) Implementing Partners;
- (iii) Technical Committees of SMLP/CSARL; and
- (iv) Beneficiary Institutions.

## **3. SPECIFIC TASKS**

The Consultants shall carry out the following specific tasks:

Targeting Strategy and Action Plan:

- i) Review and interpret socio-economic survey and census baseline data (including WEAI) to generate a report/profile on the status of women and youth within the PDA.
- ii) Work with SMLP team to prioritize which challenges to address based on the profile and the interventions available within SMLP.
- iii) Validate gender and youth profile and prioritized intervention areas through field visits, focus groups, key informant interviews, etc.
- iv) Use validated and prioritized intervention areas as the basis for drafting the Targeting Strategy and Action Plan. The Strategy will include a results framework detailing: Justification, Objectives, Activities, Outputs, Outcomes; Required Inputs; Indicators (quantitative/qualitative); Assumptions; timeline and responsibilities.
- v) Lead key project partners’ workshop to identify best practice in targeting.
- vi) Ensure that the TAP is aligned to the Project Implementation Manual (PIM).
- vii) Offer guidance on budgeting for activities included in the Targeting Action Plan (TAP).
- viii) Work with M & E officer to ensure that the TAP speaks to SMLP monitoring plan.

#### Capacity Building and Gender Mainstreaming

- Familiarize and induct the SMLP/CSARL staff with basic gender concepts and gender analytical tools and their practical application in the project and; enhance their skills in gender and youth inclusiveness in monitoring and evaluation.
- Support a gender/age sensitive Market Scoping & Value Chain Analysis

#### **4. KEY DELIVERABLES**

The following are the specific deliverables of the assignment with its required timelines.

Activity	Timelines	Deliverable
Interpret socio-economic, baseline, and WEAI data.	10 days	Report on the status of women and youth within the PDA. <b>Report 1</b> three weeks after signing the contract. Present report to SMLP PIU.
SMLP/CSARL Targeting Action Plan and Strategy with explicit attention to gender and youth. Prioritize and interpret intervention areas with SMLP project team, validate with SMLP stakeholders.	15 days	<b>Report 2:</b> After the consultant has received comments on report 1, develop a Targeting Action Plan and Strategy. Action plan will include matching of priority audiences, interventions and chiefdoms with SMLP PDA. Targeting Action Plan with sufficient detail to be actioned by PIU. TAP shared with stakeholders.
Needs assessment of SMLP project staff in gender and youth related issues, approaches and techniques. Resulting training workshop to address these needs.	10 days	<b>Report 3.</b> SMLP and project partners will understand how gender issues will be addressed in project implementation activities. Training design, workshop delivered. Training to focus on tools, techniques and approaches for use by PIU.
Gender toolkit used for Gender Training (for reference by PIU/Partners).	5 days	Consultant will develop a training kit for the Project and Partners on Gender related issues which is <b>Report 4</b> , will be reviewed by Project staff and partners before finalisation.
Assist with market Scoping Value Chain Analysis (for use by PIU, NAMBOARD and other Value Chain Partners) to ensure gender appropriateness	5 days	Consultant will collaborate with SMLP partners on a gender/age market scoping Value Chain Analysis, as needed.

#### **5. QUALIFICATIONS**

- Master's Degree in Gender, Community Development or any other related field with at least 5 years' experience in gender and socio- economic analysis
- The candidate should have sound experience in gender training, should be able to lead dynamic gender training sessions, and to develop appropriate strategies to deliver the required training
- The candidate should have proven experience in developing targeting strategies for effective gender mainstreaming
- Knowledge and experience of household methodologies or similar methodologies and tools (using i.e., Problem Tree, Income and expenditure matrices, Visioning or other methods) to understand the different needs and roles/responsibilities of men and women and to elaborate proposals based on these findings).
- Fluency in English

#### **6. DURATION OF TA**

The consultant is for a period of 3 months spread over a period of 6 months. If the chosen consultant is based outside Swaziland, two trips to work with the PIU and conduct training is expected.

## SECTION B: INSTRUCTIONS TO CONSULTANTS

- 1. Definitions** Unless the context otherwise requires, the following terms whenever used in this document have the following meanings:
- (a) “Enterprise” means Swaziland Water & Agriculture Development Enterprise.
  - (b) “Applicable Law” means the laws and any other instruments having the force of law in Swaziland, as they may be issued and in force from time to time.
  - (c) “Consultant” means the person/individual to be engaged for a service.
  - (d) “Contract” means the Contract signed by the Parties and all the attached documents listed in General Conditions (GCC), the Special Conditions (SCC), and the Appendices.
  - (e) “Contract Price” means the price to be paid for the performance of the Services, in accordance with Clause 6 of the GCC.
  - (f) “Effective Date” means the date on which this Contract comes into force and effect pursuant to Clause GCC 2.1.
  - (g) “GCC” means these General Conditions of Contract.
  - (h) “SCC” means the Special Conditions of Contract by which the GCC may be amended or supplemented.
  - (i) “Local Currency” means Emalangeni.
  - (j) “Government” means the Government of Swaziland
  - (k) “Party” means the Client or the Contractor, as the case may be, and “Parties” means both of them.
  - (l) “Services” means the work to be performed by the Consultant pursuant to this Contract, as described in this document hereto.
  - (m) “In writing” means communicated in written form with proof of receipt.
  - (n) “RFP” means Request for Proposals.
  - (o) “Terms of Reference” (ToR) means the document included in the RFP which explains the objectives, scope of work, activities, tasks to be performed, respective responsibilities of the Enterprise and the Consultant, and expected results and deliverables.
  - (p) “Coercive practices” means harming or threatening to harm, directly or indirectly, persons, or their property, to influence their participation in a procurement process or affect the execution of a contract.
  - (q) “Collusive practices” mean a scheme or arrangement between two or more consultants or consultancies, with or without the knowledge of the procuring entity, designed to establish tender prices at artificial, non-competitive levels.
  - (r) “Corrupt practice” means the offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence the action of a public officer in the procurement process or in contract execution.

- 2. Introduction**
- 2.1 The Enterprise will select a Consultant in accordance with the method of selection specified in the Data Sheet.
- 2.2 Consultants are invited to submit a Technical Proposal and a Financial Proposal for this assignment named in the Data Sheet. The Proposal will be the basis for contract negotiations and ultimately for a signed Contract with the selected Consultant.
- 2.3 The Enterprise will make timely available relevant data, information and reports upon signing of contract.
- 2.4 Consultants shall bear all costs associated with the preparation and submission of their proposals and contract negotiation.
- 2.5 The Enterprise 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 Consultant.
- 2.6 The Consultant shall submit one proposal only and the required number of copies. In accordance of Section 40 and 41 of the Procurement Act, 2011, the bidder is requested to fully comply with the requirements stated below.
- 2.7 Only individuals that have relevant experience and expertise to supply the service as specified
- 3. Participating Individuals**
- 4.1 The Consultant is required to provide professional, objective, and impartial service at all time and hold the Contractor's interest paramount, strictly avoid conflicts with other assignments or their own corporate interests and act without any consideration for future work.
- 4. Conflict of Interest**
- 4.1 Without limitation on the generality of the foregoing, the Consultant shall be considered to have conflict of interest and shall not be eligible for selection, under any of the circumstances set forth:
- i) Consultant shall not be hired for any assignment that, by its nature, may be in conflict with other assignments of the Consultant to be executed for the same Contractor.
- ii) A Consultant that has a business or family relationship with a member of the Contractor's staff who is directly or indirectly involved in any part of (a) the preparation of the Terms of Reference of the assignment, (b) the selection process for such assignment, or (c) supervision of the contract, may not be awarded a Contract.
- 4.2 A Consultant has an obligation to disclose any situation of actual or potential conflict that impacts their capacity to serve the best interest of the Enterprise, or that may reasonably be perceived as having this effect. Failure to disclose said situations may lead to the disqualification of the Consultant or the termination of the contract.
- 5. Commissions**
- 5.1 The Consultant 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.
- 6. Validity**
- 6.1 The Data Sheet indicates how long the Consultant's Proposal must remain valid after the submission date. During this period, the Enterprise will make best effort to complete negotiations with the Consultant. Should the need arise, however, the Enterprise, may request Consultants to extend the validity period of their proposals.



- 6.2 Consultants who agree to such extension shall confirm in writing. Consultants who do not agree have the right to refuse to extend the validity of their proposals.
- 7. Clarification and Amendment of RFP Documents**
- 7.1 Consultants may request a clarification of any of the RFP documents up to the number of days indicated in the Data Sheet before the proposal submission date. Any request for clarification must be sent in writing, through standard electronic means to the Enterprise's email address indicated in the Data Sheet. The Enterprise will respond in writing or electronic copies of the response (including an explanation of the query but without identifying the source of inquiry) to all Consultants that have shown interest to submit a proposal. Should the Enterprise deem necessary to amend the RFP as a result of a clarification, it shall do so.
- 7.2 At any time before the submission of Proposals, the Enterprise, may amend the RFP by issuing an addendum in writing or by standard electronic means. The addendum shall be advertised in the print media and uploaded on the Enterprise website [www.swade.co.sz](http://www.swade.co.sz) and will be binding on all potential bidders. To give Consultants reasonable time in which to take an amendment is substantial, extend the deadline for the submission of Proposals.
- 8. Preparation of Proposal**
- 8.1 The Proposal, as well as all related correspondence exchanged by the Consultant and the Enterprise, shall be written in the English language.
- 8.2 In preparing their Proposal, Consultants are expected to examine in detail the documents comprising the RFP. Material deficiencies in providing the information requested may result in rejection of a Proposal.
- 9. Preparation of Technical Proposal**
- 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 (c) using the attached Standard Forms:
- Technical Form-1 (TECH-1) requires the tenderer to complete the technical submission form and append the authorised signature of the Consultant.
  - Technical Form-2 (TECH-2) requires the tenderer to give timelines (in days) for completion of different activities for the assignment.
  - Technical Form-3 (TECH-3) requires the tenderer to complete the Declaration of Eligibility confirming that the Consultant meets the criteria for eligibility to participate in public procurement as per Section 40 of the Procurement Act of 2011, Section 40.
- 10. Preparation of Financial Proposal**
- 10.1 The Financial Proposal shall be prepared using the attached Standard Forms, which prescribe the required minimum data and information. The Consultant may provide additional details if appropriate. It shall list all costs associated with the assignment, including, but not necessarily limited to: (a) remuneration for Consultant and (b) reimbursable expenses. If appropriate, these costs should be broken down by activity and, if appropriate, into foreign and local expenditures.
- 10.2 All activities and items described in the Technical Proposal must be priced separately; activities and items described in the Technical Proposal but not priced, shall be assumed to be included in the prices of other activities or items.
- 10.3 The Consultant shall be subject to local taxes (such as: value added or sales tax, social charges or income taxes on non-resident Foreign Personnel, duties, fees, and levies) on amounts payable by the Enterprise under the Contract.
- 10.4 The Consultant must express the price of their services in Emalangeni unless otherwise specified in the Data Sheet. Commissions and gratuities, if any, paid or to be paid by Consultant and related to the assignment will be listed in the Financial Proposal Form FIN-1.

- 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 Consultant. The Consultant who signed the proposal must initial such corrections. Submission letters for both Technical and Financial Proposals should respectively be in the format of TECH-1 and FIN-1.
- 11.2 The Consultant shall initial all pages of the original Technical and Financial Proposals. The signed Technical and Financial Proposals shall be marked “Original”.
- 11.3 The Technical Proposal shall be marked “Original” or “Copy” as appropriate. All required copies of the Technical Proposal are to be made from the original. If there are discrepancies between the original and the copies of the Technical Proposal, the original governs.
- 11.4 If the Financial Proposal is not submitted in a separate sealed envelope duly marked as indicated in the Data Sheet, this will constitute grounds for declaring the Proposal non-responsive.
- 12. Late Date for Submission of Proposal**
- 12.1 The Proposals must be sent to the address/addresses indicated in the Data Sheet and received by the Enterprise no later than the date and time indicated in the Data Sheet or any extension to this date. Any proposal received by the Enterprise after the deadline for submission shall be returned unopened.
- 13. Opening of Technical Proposals**
- 13.1 The Enterprise shall open the Technical Proposal immediately after the deadline for their submission. The envelopes with the Financial Proposal shall remain sealed and securely stored.
- 13.2 From the time the Proposals are opened to the time the Contract is awarded, the Consultant should not contact the Enterprise on any matter related to its Technical and/or Financial Proposal. Any effort by Consultant to influence the Enterprise in the examination, evaluation, ranking of Proposals, and recommendation for award of Contract may result in the rejection of the Consultant’s Proposal.
- 14. Evaluation of Technical Proposal**
- 14.1 Evaluators of Technical Proposals shall have no access to the Financial Proposals until the technical evaluation is concluded.
- 14.2 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).
- 14.3 A Proposal shall be rejected at this stage if it does not respond to important aspects of the RFP, and particularly the Terms of Reference or if it fails to achieve the minimum technical score indicated in the Data Sheet.
- 14.4 After the technical evaluation is completed and the Tender Committee has provided its approval, the Enterprise shall inform the Consultants who have submitted proposals the technical scores obtained by their Technical Proposals, and shall notify those Consultants whose Proposals did not meet the minimum qualifying mark or were considered non responsive to the RFP and TOR, that their Financial Proposals will be returned unopened after completing the selection process.

- 15. Opening of Financial Proposal**
- 15.1 The Enterprise shall simultaneously notify in writing Consultants that have secured the minimum qualifying mark, the date, time and location for opening the Financial Proposals as specified in the Data Sheet. The opening date should allow Consultants sufficient time to make arrangements for attending the opening. Consultants' attendance at the opening of Financial Proposals is optional.
- 15.2 Financial Proposals shall be opened publicly in the presence of the Consultants 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 Proposal**
- 16.1 The Evaluation Committee will correct any computational errors. When correcting computational errors, in case of discrepancy between a partial amount and the total amount, or between word and figures the formers will prevail. Activities and items described in the Technical Proposal but not priced, shall be assumed to be included in the prices of other activities or items. In case an activity or line item is quantified in the Financial Proposal differently from the Technical Proposal, no corrections are applied to the Financial Proposal in this respect.
- 16.2 The Evaluation Committee will convert prices in various currencies to the single currency specified in the Data Sheet. The official currency exchange rates used, provided by the source indicated in the Data Sheet, will be those in effect on the date indicated in the Data Sheet. The evaluation shall exclude those taxes, duties, fees, levies, and other charges imposed under the applicable law; and to be applied to foreign and non-permanent resident Consultants.
- 17. Evaluation of Individual Consultant Selection**
- 17.1 The lowest evaluated Financial Proposal (Fm) will be given the maximum financial score (Sf) of 100 points. The financial scores (Sf) of the other Financial Proposals will be computed as indicated in the Data Sheet. Proposals will be ranked according to their combined technical (St) and financial (Sf) scores using the weights (T = the weight given to the Technical Proposal; P = the weight given to the Financial Proposal; T + P = 1) indicated in the Data Sheet:  $(s) = St \times T\% + Sf \times P\%$ . The individual achieving the highest combined technical and financial score will be invited for negotiations.
- 18. Place and Time of Negotiations**
- 18.1 Negotiations will be held at the date and address indicated in the Data Sheet. The invited Consultant will confirm availability and the Enterprise will not negotiate with a representative of the Consultant. Failure in satisfying in attending the negotiations may result in the Enterprise proceeding to negotiate with the next-ranked Consultant.
- 19. Technical Negotiations**
- 19.1 Negotiations will include a discussion of the Technical Proposal, the proposed technical approach and methodology, work plan, and any suggestions made by the Consultant to improve the Terms of Reference. The Enterprise and the Consultant will finalize the Terms of Reference, work schedule, logistics, and reporting. These documents will then be incorporated in the Contract as "Description of Services". Special attention will be paid to clearly defining the inputs and facilities required from the Enterprise to ensure satisfactory implementation of the assignment. The Enterprise shall prepare minutes of negotiations which will be signed by the Enterprise and the Consultant.

- 20. Financial Negotiations**
- 20.1 The financial negotiations will include a clarification (if any) of the Consultant's tax liability in the Enterprise' country, and the manner in which it will be reflected in the Contract; and will reflect the agreed technical modifications in the cost of the services. Unless there are exceptional reasons, the financial negotiations will involve neither the remuneration rates nor other proposed unit rates.
- 20.2 Before contract negotiations, the Enterprise will require assurances that the Consultant will be actually available. The Enterprise will not consider substitutions during contract negotiations.
- 20.3 Negotiations will conclude a review of the draft Contract. To complete negotiations the Enterprise and the Consultant will initial the agreed Contract. If negotiations fail, the Enterprise will invite the Consultant whose Proposal received the second highest score to negotiate a Contract.
- 20.4 After completing negotiations, the Enterprise shall award the Contract to the selected Consultant and after Contract signature, promptly notify all Consultants who have submitted proposals.
- 20.5 Information relating to evaluation of Proposals and recommendations concerning awards shall not be disclosed to the Consultants who submitted the Proposals or to other persons not officially concerned with the process, until the publication of the award of Contract.
- 21. Commencement of Assignment**
- 21.1 The Consultant is expected to commence the assignment on the date and at the location specified in the Data Sheet.
- 22. Corrupt, collusive, fraudulent or coercive practices**
- 22.1 Consultants should be aware that a Consultant who engages in corrupt, collusive, fraudulent or coercive practices will have their proposals rejected and may further be subject to the prosecution under the laws of Swaziland.
- 23. Non-conformities, errors, and Omissions**
- 23.1 Provided that the Proposal is substantially responsive, the Enterprise may request that the Consultant submit the necessary information or documentation, within a reasonable period of time, to rectify nonmaterial nonconformities or omissions in the Proposal related to documentation requirements or waive such minor deviations or omissions. Such omission shall not be related to any aspect of the bid price of the Proposal. Failure of the Tenderer to comply with the request may result in the rejection of its Proposal.
- 24. Intention to Award**
- 24.1 All bidders are required to provide their e-mail addresses to the Enterprise through which they will be notified on the intention to award on the day that the intention is sent to Swaziland Public Procurement Agency (SPPRA). A notice of Intention to Award shall be sent to all consultants and also published to the SPPRA website atleast 10 days before the contract award.

**INSTRUCTIONS TO CONSULTANTS - PROPOSED DATA SHEET**



Code	Clarification
1	<p><b>Method of Selection:</b> Individual Consultant Selection (ICS)</p> <p><b>Name of Assignment:</b> Targeting &amp; Gender Analyst</p>
6	<p><b>Validity of Proposal:</b> The Proposal must remain valid for 120 days after the submission date.</p>
7	<p><b>Clarification and Amendment of RFP Documents:</b> Clarifications may be requested in writing (email only), but not later than 11<sup>th</sup> June 2018. The address for requesting clarifications is: <a href="mailto:smlp-procurement@swade.co.sz">smlp-procurement@swade.co.sz</a></p>
9	<p><b>Preparation of Technical Proposal:</b> The following documents shall be included as Appendices to the Technical Proposal is a Consultant is tendering:</p> <ul style="list-style-type: none"> <li>➤ Curriculum Vitae;</li> <li>➤ Certified copies of Educational Certificates;</li> <li>➤ Signed Technical Submission Form;</li> <li>➤ Proposed Timelines;</li> <li>➤ Statement of Adequacy;</li> <li>➤ Signed Declaration of Eligibility; and</li> <li>➤ Police Clearance Certificate</li> </ul>
10	<p><b>Preparation of the Financial Proposal:</b> All Consultants must take note that a withholding tax of 15% on the gross amount paid shall be levied on payment made to non-Swazi residents companies in respect of services performed in Swaziland. Information on taxes may be obtained from the following:</p> <p>The Commissioner General P.O. Box 186 Mbabane Swaziland Tel. +268 2406 4050 (contact centre)</p>

11	<p><b>Packing and Submission of the Proposal:</b> The Consultant must submit One (1) original and two (2) copies of the Technical Proposal, and One (1) original and Two (2) copies of the Financial Proposal.</p> <p>The proposal shall consist of a Technical Proposal and a Financial Proposal, which shall be in separate sealed envelopes marked “<b>Technical Proposal – Targeting &amp; Gender Analyst Individual Consultant Services – SWADE/0348</b>” and Name of tenderer and “<b>Financial Proposal – SWADE/0348</b>”, and Name of tenderer respectively. The two envelopes must be enclosed in a sealed outer envelope, which shall be marked:</p> <p><b>“Request for Proposal: – SWADE/0348 - Do Not Open before 1400hrs (Swaziland time) on the 18<sup>th</sup> June 2018”</b> and addressed to:</p> <p style="text-align: center;"><b>The Tender Board Chairman Swaziland Water &amp; Agriculture Development Enterprise 3<sup>rd</sup> Floor, Sincephetelo MVA Fund Building Mbabane, Swaziland</b></p> <p>Failure to mark the envelope clearly and accurately may result in rejection of the application.</p> <p>The Proposal should be deposited in the Tender Box situated at the <b>Swaziland Water &amp; Agriculture Development Enterprise (SWADE) Office, Sincephetelo MVA Building, 3<sup>rd</sup> Floor, Mhilibhi Street, Mbabane</b> the latest by 1000 hrs (Swaziland time) on the 18<sup>th</sup> June 2018. Late applications will not be considered.</p>										
14	<p><b>Evaluation of Technical Proposals:</b></p> <table border="0"> <tr> <td>Work plan and Methodology</td> <td style="text-align: right;">20%</td> </tr> <tr> <td>Relevant Professional Experience</td> <td style="text-align: right;">20%</td> </tr> <tr> <td>Previous Relevant Assignment Taken</td> <td style="text-align: right;">20%</td> </tr> <tr> <td>Qualifications</td> <td style="text-align: right;">25%</td> </tr> <tr> <td>Understating of the Assignment</td> <td style="text-align: right;">15%</td> </tr> </table>	Work plan and Methodology	20%	Relevant Professional Experience	20%	Previous Relevant Assignment Taken	20%	Qualifications	25%	Understating of the Assignment	15%
Work plan and Methodology	20%										
Relevant Professional Experience	20%										
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Qualifications	25%										
Understating of the Assignment	15%										
16	<p><b>Evaluation of Financial Proposals:</b></p> <p>Foreign currency rate will be converted to Lilangeni (SZL) at the official selling rate published by the Central Bank of Swaziland on the day of the latest submission date of the tender.</p> <p>Evaluation will take place in Lilangeni (SZL) only.</p>										
17	<p><b>Evaluation of Individual Consultant Selection Proposals:</b></p> <p>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: <math>Sf = 100 \times Fm / F</math>, in which Sf is the financial score, Fm is the lowest price and F the price of the proposal under consideration.</p> <p>Proposals will be ranked according to their combined technical (St) and financial (Sf) scores using the weights (T = the weight given to the Technical Proposal; P = the weight given to the Financial Proposal; T + P = 1) indicated in the Data Sheet: <math>S = St \times T\% + Sf \times P\%</math>. The firm achieving the highest combined technical and financial score will be invited for negotiations.</p> <p>The weights given to the Technical and Financial Proposals are:</p> <p><b>T = 0.7</b> <b>P = 0.3</b></p>										

<p>19 &amp; 20</p>	<p><b>Negotiations:</b> Expected address for contract negotiations: Swaziland Water &amp; Agriculture Development Enterprise, 3<sup>rd</sup> Floor, Sincephetelo MVA Fund Building, Mbabane, Swaziland.</p>
<p>21</p>	<p><b>Commencement of Assignment:</b> The assignment is expected to commence on or before 2<sup>nd</sup> July 2018 or immediately after contract award (subject to confirmation by the Enterprise).</p>

**TECH – 1: TECHNICAL SUBMISSION SHEET FORM**

*[The Tenderer shall fill in and complete all the blank spaces in the Technical Submission Sheet in accordance with the instructions indicated here. No alterations to its format shall be permitted and no substitutions shall be accepted.]*

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

**To: The Chief Executive Officer  
Swaziland Water & Agriculture Development Enterprise (SWADE)  
Sincephetelo MVA Building  
P.O. Box 5836  
Mbabane**

Dear Sir,

**RE: Tender Reference – SWADE/0348**

I, the undersigned declare that:

- (a) I, the undersigned, offer to provide **consultancy services to the Enterprise** in accordance with your Request for Proposal dated \_\_\_\_\_ and my Proposal. I hereby submit my Proposal, which includes this Technical Proposal, and a Financial Proposal sealed under a separate envelope.
- (b) I, 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 disqualification.
- (c) If negotiations are held during the period of validity of the Proposal, i.e., before the date indicated in Paragraph 8 of the Data Sheet, I undertake to negotiate on the basis of the proposal. My Proposal is binding upon us and subject to the modifications resulting from Contract negotiations.
- (d) I, undertake, if my Proposal is accepted, to initiate the consultancy services related to the assignment not later than the date indicated in Paragraph 8 of the Data Sheet.
- (e) We, understand the Swaziland Water & Agriculture Development Enterprise (SWADE) is not bound to accept the lowest or any proposal.

Yours sincerely,

Authorized Signature: .....

Name of Consultant: .....

Address:  
.....



**TECH – 2:**  
**PROPOSED TIMELINES**

<b>ACTIVITY</b>	<b>TIMEFRAME</b>	<b>START AND COMPLETION DATE</b>

**Name of Consultant:** ..... **Date:** .....



### TECH – 3: DECLARATION OF ELIGIBILITY

*[The Consultant must provide a signed declaration in the following format.]*

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

**To: The Chief Executive Officer  
Swaziland Water & Agriculture Development Enterprise (SWADE)  
Sincephetelo MVA Building  
P.O. Box 5836  
Mbabane**

Dear Sir,

**RE: Tender Reference – SWADE/0348**

I, hereby declare that:

- (a) I, have a legal capacity to enter into the contract
- (b) I, am not insolvent, in receivership, bankrupt or being wound up and not subject of legal proceeding;
- (c) I, have not been convicted of any criminal offence related to professional conduct or making of false statement or misrepresentations of my qualifications to enter into a contract within a period of five (5) years preceding the commencement of the procurement proceedings; and
- (d) I, do not have a conflict of interest in relation to the procurement requirement.

Signed: .....

Date: .....



**TECH – 4:**

**DOCUMENTS COMPRISING THE PROPOSAL**

The Technical Proposal must include the following documents:

- Curriculum Vitae;
- Certified copies of Educational Certificates;
- Signed Technical Submission Form (TECH-1);
- Proposed Timelines;
- Statement of Adequacy;
- Signed Declaration of Eligibility (TECH-3);
- Police Clearance Certificate

**Consultant Name:** .....

**Date:** .....



**FIN – 1:  
FINANCIAL PROPOSAL SUBMISSION FORM**

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*[The Financial Proposal Submission Form should be included by the Consultant in the financial proposal.]*

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

**To: The Chief Executive Officer  
Swaziland Water & Agriculture Development Enterprise (SWADE)  
Sincephetelo MVA Fund Building  
P.O. Box 5836  
Mbabane**

Dear Sir,

**RE: Tender Reference – SWADE/0348**

I, the undersigned declare that:

- (a) I, offer to provide the consulting services for *[brief description of the service]* in conformity with the Request for Proposal and to technical and financial proposals;
- (b) The schedule of prices of my proposal is attached;
- (c) The proposal will 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 Proposal, and it shall remain binding upon myself, subject to any modifications resulting from negotiations, and may be accepted at any time before the expiration of that period.
- (d) I, understand that you are not bound to accept any proposal that you receive;

Date on \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ *[insert date of signing]*



## THE CONTRACT



## 1 GENERAL CONDITIONS OF CONTRACT

### 1.1 Definitions

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

- (a) “Client” means Swaziland Water & Agricultural Development Enterprise.
- (b) “Contractor” means any private or public entity that will provide the Services to the Client under the Contract.
- (c) “Applicable Law” means the laws and any other instruments having the force of law in Swaziland, as they may be issued and in force from time to time.
- (d) “GCC” means these General Conditions of Contract. “SCC” means the Special Conditions of Contract by which the GCC may be amended or supplemented.
- (e) “SCC” means the Special Conditions of Contract by which the GCC may be amended or supplemented.
- (f) “Contract” means the Contract signed by the Parties and all the attached documents listed, that is these General Conditions (GCC), the Special Conditions (SCC), and the Appendices.
- (g) “Contract Price” means the price to be paid for the performance of the Services, in accordance with Clause 6;
- (h) “Effective Date” means the date on which this Contract comes into force and effect pursuant to Clause GCC 2.1.
- (i) “Government” means the Government of Swaziland
- (j) “Local Currency” means Emalangeni.
- (k) “Member” means any of the Parties that make up the joint venture/consortium/association, and “Members” means all these entities.
- (l) “Party” means the Client or the Contractor, as the case may be, and “Parties” means both of them.
- (m) “Personnel” means persons hired by the Contractor or by any Sub-Contractors and assigned to the performance of the Services or any part thereof.
- (n) “Services” means the work to be performed by the Contractor pursuant to this Contract.
- (o) “Sub-Contractors” means any person or entity to whom/which the Contractor subcontracts any part of the Services.
- (p) “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 of Swaziland.

### 1.3 Language

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

### 1.4 Notices

- 1.4.1 Delivery of Notice** Any notice, request or consent required or permitted to be given or made pursuant to this Contract shall be in writing. Any such notice, request or consent shall be deemed to have been given or made when delivered in person to an authorized representative of the Party to whom the communication is addressed, or when sent to such Party at the address specified in the SCC.
- 1.4.2 Change of Address** A Party may change its address for notice hereunder by giving the other Party notice in writing of such change to the address specified in the SCC.
- 1.4.3 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 Swaziland or elsewhere, as the Client may approve.
- 1.4.4 Authority of Member in Charge** In case the Contractor consists of a joint venture/ consortium/ association of more than one entity, the Members hereby authorize the entity specified in the SCC to act on their behalf in exercising all the Contractor's rights and obligations towards the Client under this Contract, including without limitation the receiving of instructions and payments from the Client.
- 1.4.5 Authorize and 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 Contractor may be taken or executed by the officials specified in the SCC.
- 1.4.6 Taxes and Duties** The Contractor, Sub-Contractors, and their Personnel shall pay such indirect taxes, duties, fees, and other impositions levied under the Applicable Law as specified in the SCC, the amount of which is deemed to have been included in the Contract Price.
- 1.4.7 Fraud and Corruption** Contractors should be aware that a Contractor who engages in corrupt, collusive or fraudulent practices will have their proposals rejected and may further be subject to prosecution under the Laws of Swaziland.
- 1.4.8 Commission and Fees** It is required that the successful Contractor will disclose any commissions or fees that may have been paid or are to be paid to agents, representatives, or commission agents with respect to the selection process or execution of the contract. The information disclosed must include at least the name and address of the agent, representative, or commission agent, the amount and currency, and the purpose of the commission or fee.

## 2 COMMENCEMENT, COMPLETION, MODIFICATION AND TERMINATION OF CONTRACT

- 2.1 Effectiveness of Contract** This Contract shall come into effect on the date the Contract is signed by both Parties or at such other later date as may be stated in the SCC. The date the Contract comes into effect is defined as the Effective Date.
- 2.2 Commencement of Services** The Contractor shall begin carrying out the Services immediately upon signing of the Contract.
- 2.3 Expiration of Contract** Unless terminated earlier pursuant to Clause GCC 2.6, or amended, this Contract shall expire as defined in the SCC.
- 2.4 Modifications or Variations** Any modification or variation of the terms and conditions of this Contract, including any modification or variation of the Scope of the Services, may only be made by written agreement between the Parties. However, each Party shall give due consideration to any proposals for modification or variation made by the other Party.
- 2.5 Force Majeure**
- 2.5.1 Definition** For the purposes of this Contract, “Force Majeure” means an event which is beyond the reasonable control of a Party and which makes a Party’s performance of its obligations under the Contract impossible or so impractical as to be considered impossible under the circumstances.
- 2.5.2 No Breach of Contract** The failure of a Party to fulfill any of its obligations under the contract shall not be considered to be a breach of, or default under, this Contract insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event (a) has taken all reasonable precautions, due care and reasonable alternative measures in order to carry out the terms and conditions of this Contract, and (b) has informed the other Party as soon as possible about the occurrence of such an event.
- 2.5.3 Extension of Time** Any period within which a Party shall, pursuant to this Contract, complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure or as defined in the SCC.
- 2.5.4 Payments** During the period of their inability to perform the Services as a result of an event of Force Majeure, the Contractor 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 (e) of this Clause GCC 2.6.1. In such an occurrence the Client shall give not less than ninety (90) days’ written notice of termination to the Contractor.
- (a) If the Contractor does not remedy a failure in the performance of their obligations under the Contract, within ninety (90) days after being notified or within any further period as the Client may have subsequently approved in writing.
- (b) If the Contractor becomes insolvent or bankrupt.
- (c) If the Contractor, 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 Contractor are unable to perform a material portion of the Services for a period of not less than sixty (60) days.
- (e) If the Contractor fails to comply with any final decision reached as a result of arbitration proceedings pursuant to Clause GCC 8 hereof.

#### **2.6.2 By the Contractor**

The Contractor may terminate this Contract, by not less than ninety (90) days' written notice to the Client, such notice to be given after the occurrence of any of the events specified in paragraphs (a) through (c) of this Clause GCC 2.6.2:

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

#### **2.6.3 Payment upon Termination**

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

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

### **3 OBLIGATIONS OF THE CONTRACTOR**

#### **4 CONTRACTOR'S PERSONNEL**

##### **4.1 Description of Personnel**

The Contractor shall employ and provide such qualified and experienced Personnel and Sub-Contractors 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 Contractor's Key Personnel. The Key Personnel should be listed by title as well as by name hereby approved by the Client.

##### **4.2 Removal and/or Replacement of Key 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 Contractor, such as retirement, death, medical incapacity, among others, it becomes necessary to replace any of the Key Personnel, the Contractor 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 Contractor 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 Contractor shall have no claim for additional costs arising out of or incidental to any removal and/or replacement of Personnel.

- 3.1 Standard of Performance** The Contractor 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 Contractor 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-Contractors or third Parties.
- 3.2 Conflict of Interests** The Contractor 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.
- 3.3 Contractors Not to Benefit from Commissions, Discounts, etc.** The payment of the Contractor pursuant to Clause GCC 6 shall constitute the Contractor's only payment in connection with this Contract or the Services, and the Contractor 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 Contractor shall use their best efforts to ensure that the Personnel, any Sub-Contractors, and agents of either of them similarly shall not receive any such additional payment.
- 3.4 Contractor and Affiliates Not to be Otherwise Interested in Project** The Contractor agrees that, during the term of this Contract and after its termination, the Contractor and any entity affiliated with the Contractor, as well as any Sub-Contractors and any entity affiliated with such Sub-Contractors, shall be disqualified from providing goods, works or services (other than consulting services) resulting from or directly related to the Contractor's Services for the preparation or implementation of the project.
- 3.5 Prohibition of Conflicting Activities** The Contractor shall not engage, and shall cause their Personnel as well as their Sub-Contractors 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.
- 3.6 Confidentiality** Except with the prior written consent of the Client, the Contractor 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 Contractor and the Personnel make public the recommendations formulated in the course of, or as a result of, the Services.
- 3.7 Insurance to be Taken Out by the Contractor** The Contractor (a) shall take out and maintain, and shall cause any Sub-Contractors to take out and maintain, at their (or the Sub-Contractors', as the case may be) own cost but on terms and conditions approved by the Client, insurance against the risks, and for the coverage, as shall be specified in the SCC; and (b) at the Client's request, shall provide evidence to the Client showing that such insurance has been taken out and maintained and that the current premiums have been paid.
- 3.8 Contractor's Actions Requiring Client's Prior Approval** The Contractor 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 Key Personnel listed by name

- (c) Any other actions as listed in the SCC.
- 3.9 Reporting Obligations**
- (a) The Contractor shall submit to the Client the reports and documents specified in this document in the numbers and within the time periods set forth in the said Appendix.
  - (b) Final reports shall be delivered in an external hard drive in addition to hard copies.
- 3.10 Documents Prepared by the Contractor to be the Property of the Client**
- (a) All plans, drawings, specifications, designs, reports, other documents and software produced by the Contractor under this Contract shall become and remain the property of the Client, and the Contractor 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 Contractor may retain a copy of such documents and software.
  - (c) The said documents and software shall be kept for a period of ten (10) years by the Client. The Contractor shall keep the financial documents for a period of five (5) years and provide a soft copy to the Client.



## 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 Contractor such assistance and exemptions as specified in the SCC.

### 5.2 Change in the Applicable Law Related to Taxes and Duties

If, after the date of this Contract, there is any change in the Applicable Law with respect to taxes and duties which increases or decreases the cost incurred by the Contractor in performing the Services, then the remuneration and reimbursable expenses otherwise payable to the Contractor under this Contract shall be increased or decreased accordingly by agreement between the Parties, and corresponding adjustments shall be made to the amounts referred to in Clauses GCC 6.2 (a) or (b), as the case may be.

### 5.3 Services and Facilities

The Client shall make available to the Contractor the Services and Facilities. Additional conditions as stated in SCC.

## 6 PAYMENTS TO THE CONTRACTOR

### 6.1 Lump-Sum Payment

The total payment due to the Contractor shall not exceed the Contract Price which is as stated in the SCC covering all costs required to carry out the Services. Except as provided in Clause 5.2, the Contract Price may only be increased above the amounts stated in Clause 6.2 if the Parties have agreed to additional payments in accordance with Clause 2.4.

### 6.2 Contract Price

The Prices charged by the Contractor for the Services performed under the Contract shall not vary from the prices quoted by the Contractor, as defined in the **SCC**.

### 6.3 Payment for Additional Services

For the purpose of determining the remuneration due for additional services as may be agreed under Clause 2.4, a breakdown of the contract price should be provided.

### 6.4 Terms and Conditions of Payment

Unless otherwise stated in the SCC, payment shall be made against the provision by the Contractor of an invoice for the sum of expenses incurred for the period of performance and, appended with relevant means of justification. Such invoice shall be paid by the Client upon review and approval of all costs incurred within the period of performance and payment remitted 30 calendar days from submission of the invoice.

## 7 GOOD FAITH

### 7.1 Good Faith

The Parties undertake to act in good faith with respect to each other's rights under this Contract and to adopt all reasonable measures to ensure the realization of the objectives of this Contract.

## 8 SETTLEMENT OF DISPUTES

### 8.1 Amicable Settlement

The Parties agree that the avoidance or early resolution of disputes is crucial for a smooth execution of the Contract and the success of the assignment. The Parties shall use their best efforts to settle amicably all disputes arising out of or in connection with this Contract or its interpretation.

### 8.2 Dispute Resolution

Any dispute between the Parties as to matters arising pursuant to this Contract that cannot be settled amicably within thirty (30) days after receipt by one Party of the other Party's request for such amicable settlement may be submitted by either Party for settlement in accordance with the provisions specified in the SCC.

### SECTION 3: SPECIAL CONDITIONS OF CONTRACT (SCC)

Number of GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
1.4.1  And  1.4.2	<p><b>The Notice to both parties shall be sent to the addresses below:</b></p> <p><u>Client:</u> Attention: National Project Director Telephone: 23441873/ 76063609 Facsimile: 23441665 Physical address: 3<sup>rd</sup> Floor, MVA Building, Mbhilibhi Street, Mbabane P.O. Box 5836, Mbabane, Swaziland H100</p> <p><u>Contractor:</u> To be completed at contract stage.</p>
1.4.4	<p><b>Authority of Member in Charge</b> Not Applicable to this contract</p>
1.4.5	<p><b>The authorized officials of both parties are:</b></p> <p><u>Client:</u> National Project Director SWADE/SMLP</p> <p><u>Contractor:</u> To be completed at contract stage</p>
1.4.6	<p><b>Taxes and Duties:</b> Indirect taxes (withholding tax for foreign consultants), duties, fees and other impositions shall be paid by the Contractor, the amount of which is deemed to have been included in the Contract Price.</p>
2.1	<p><b>The Effectiveness of Contract:</b> will be the date the contract is signed by both parties.</p>
2.3	<p><b>Expiration of Contract:</b> The Contract shall remain in force for the duration of 120 days spread over two (2) years after the effective date of the contract.</p>
2.5.3	<p><b>Extension of Time:</b> Any requests pertaining to contract extension due to unforeseen circumstances to be made by either parties at any stage of this contract, will be at No Cost.</p>
3.7	<p><b>Insurance</b> The insurance coverage against the risks shall be with a minimum coverage of</p> <ol style="list-style-type: none"> <li>a. Insurance in accordance with the relevant provisions of the applicable law in Swaziland against loss of or damage to (i) the Contractor's property used in the performance of the Services, and (ii) any documents prepared by the Consultant in the performance of the Services.</li> </ol>
3.8	<p><b>Contractor's Action Requiring Clients Prior Approval</b></p> <ol style="list-style-type: none"> <li>a) Entering into a subcontract for the performance of any part of the Services</li> <li>b) Taking procurement actions in accordance with the Client's thresholds.</li> <li>c) Appointing such members of the Key Personnel listed by name and CVs</li> </ol>

5.1	<b>Assistance and Exemptions:</b> N/A
5.3	No equipment is to be purchased on behalf of the Client as part of this service contract or transferred to the Client at the end of this contract. Any equipment required for the execution of this contract shall be supplied by the Contractor and the costs should be included in the lump sum price.
6.1 and 6.2	<b>Contract Price:</b> To be determined at contract stage.
6.4	<b>Terms and Conditions of Payment:</b> The Contractor shall submit invoices as per the payment schedule after the client has approved the specified works in the form of respective reports. The Client shall make electronic funds transfer (EFT) payment to the Contractor within 30 calendar days following receipt of invoice.
8.2	<b>Dispute Resolution</b> The Parties shall exercise their best efforts to settle amicably any claim, controversy or dispute (the “Dispute”) arising out of or relating to this Contract. In the event the Parties fail to reach a resolution of the Dispute within thirty (30) days after a Party’s initial request for resolution, either Party may submit the Dispute for arbitration in accordance with the arbitration rules of the Kingdom of Swaziland then in effect. In any such arbitration, the Parties agree that each shall bear its own costs, including without limitation the costs and fees of attorneys, except in cases when the arbitrator allocates all or a portion of the prevailing party’s costs to the non-prevailing Party. The language used during arbitration shall be English and the arbitration ruling shall be final and binding on the Parties.