



**P.O. BOX D361 THE GABLES. SWAZILAND. TEL: (+268) 23335370
Fax (+268) 25184199**

SWAZILAND CIVIL AVIATION AUTHORITY

**REQUEST FOR PROPOSALS (RFPs) FOR THE SUPPLY AND
INSTALLATION OF WASTE WATER TREATMENT PLANT AT
THE KING MSWATI III INTERNATIONAL AIRPORT.**

TENDER NUMBER 21 OF 2018/19

NAME OF TENDERER

.....
(Tenderer to fill using block letters)

Air Traffic Engineering
Swaziland Civil Aviation Authority
P.O. Box D361
The Gables
Eswatini



SWAZILAND CIVIL AVIATION AUTHORITY

INVITATION FOR PROPOSALS

REQUEST FOR PROPOSALS (RFPs) FOR THE SUPPLY AND INSTALLATION OF WASTE WATER TREATMENT PLANT AT KING MSWATI III INTERNATIONAL AIRPORT

TENDER NO. 21 OF 2018/19

1. Proposals are hereby invited from suitably qualified Contractors to undertake the supply and installation of waste water Treatment plant at King Mswati III International Airport.
2. Tender documents may be purchased from; the **Swaziland Civil Aviation Offices in Matsapha Airport** (Finance Department) as from **30th October 2018** for a non-refundable fee of **E300.00** per set. The method of payment shall be cash or bank guaranteed cheque payable to the SWACAA offices.
- 3.
4. Proposals should also incorporate the design component.
5. Completed Tender Documents shall be delivered in a sealed envelope to:

**The Secretary to the Tender Board
Swaziland Civil Aviation Authority
Matsapha Airport
P.O Box D361
The Gables**

Not later than 12 noon Eswatini time on **06th of December, 2018**

On the outside, the envelope shall be clearly marked:

"CONFIDENTIAL"

TENDER NO. 21 OF 2018/19

REQUEST FOR PROPOSALS (RFPs) FOR THE SUPPLY AND INSTALLATION OF WASTE WATER TREATMENT PLANT AT KING MSWATI III INTERNATIONAL AIRPORT.

There will be a site visit on the 8th November 2018 at King Mswati III International Airport. Tenderers are expected to convene at 11 am at the permits office. Please note that the site visit is compulsory.



6. The Swaziland Civil Aviation Authority does not bind itself to accept the lowest or any tender and reserves the right to reject any or all tenders.

BY MANAGEMENT

SECTION 1

Letter of Invitation

Dear Sir /Madam,

The Swaziland Civil Aviation Authority hereby seeks the services of a reputable service provider to supply and install a waste water treatment plant at King Mswati III International Airport.

1. A supplier will be selected under Quality & Cost-based Selection (QCBS) and procedures described in this TOR.
2. The RFP includes the following documents:
 - Section 1 - Instructions to Tenderers
 - Section 2 – Form of tender and qualification information
 - Section 3 – Terms of Reference
 - Section 4 – General conditions of contract.
 - Schedule A – Technical evaluation sheet.

Please note that SWACAA reserves the right to accept or reject all or any of the bids without assigning any reason whatsoever.

For any clarifications contact Simiso Nkambule via email, Simiso@swacaa.co.sz before the submission deadline.



BY MANAGEMENT

INSTRUCTIONS TO TENDERERS

1.1 Qualification of the bidder.

All service providers shall include the following information and documents with their bids;

- (a) Trading License, Original Tax Compliance Certificate, Form J, Form C, Construction Council Current Certificate, Certificate of incorporation, SNPF compliance certificate, Labour compliance certificate, Police clearances for Directors and Tender Purchase Receipt. First preference will be given to Swazi Companies.
- (b) Copies of original documents defining the constitution or legal status, place of registration, and principal place of business; written power of attorney of the signatory of the bid to commit the bidder;
- (c) Total monetary value of similar work performed for each of the last two years;
- (d) Experience in works of a similar nature and size for each of the last two years and details of work under way or contractually committed; and clients who may be contacted for further information on those contracts;



1.2 One bid per Bidder.

Each service provider shall submit only one bid.
A service provider who submits or participates in more than one bid will result in disqualification.

1.3 Cost of bidding.

The service provider shall bear all costs associated with the preparation and submission of his bid, and the employer will in no case be responsible or liable for those costs.

1.4 Content of Bidding Documents.

The set of bidding documents comprises the documents listed below and any addenda issued:

- Invitation to bid
- Instructions to bidders
- Forms of bid and qualification Information
- Conditions of contract

1.5 Clarification of bidding documents.

A prospective service provider requiring any clarification of the bidding documents may notify the employer in writing or by email at the employer's address indicated in the invitation to bid. The employer will respond to any request for clarification received earlier than 14 days prior to the deadline for submission of bids. Copies of the employer's response will be forwarded to all purchasers of the bidding documents, including a description of the inquiry, but without identifying its source.

1.6 Amendment of bidding Documents.

Before the deadline for submission of bids, the employer may modify the bidding documents by issuing addenda.

Any addendum issued shall be part of the bidding documents and shall be communicated in writing or by email to all purchasers of the bidding documents. Prospective bidders shall acknowledge receipt of each addendum by email to the Employer.



To give prospective bidders reasonable time in which to take an addendum into account in preparing their bids, the Employer shall extend, as necessary, the deadline for submission of bids.

1.7 Documents comprising the bid.

The bid submitted by the bidder shall comprise the following:

- (a) The bid
- (b) Qualification Information Form and any other materials required to be completed and submitted by bidders, as specified in these instructions to Bidders.

1.8 Bid prices.

The Contract shall be for the whole project, based on the bid price submitted by the bidder.

All duties, taxes, and other levies payable by the service provider under the Contract, shall be included in the total bid price submitted by the bidder. The prices quoted by the bidder **shall not be subject** to adjustment during the performance of the Contract.

1.9. Bid validity

Bids shall remain valid for a period of 60 days from date of tender opening. In exceptional circumstances, the Employer may request that the bidders extend the period of validity for a specified additional period. The request and the bidders' responses shall be made in writing. A bidder may refuse the request without forfeiting the bid Security. A bidder agreeing to the request will not be required or permitted to otherwise modify the bid, but will be required to extend the validity of bid security for the period of the extension.

1.10. Format and signing of bid

The bidder shall prepare one original of the documents comprising the bid as described in these Instructions to Bidders, bound with the volume containing the Form of Bid, and clearly marked "ORIGINAL." In addition, the Bidder shall submit a copy of the Bid, and clearly marked as "COPY." In the event of



discrepancy between them, the original shall prevail. The copies are to be used as working documents while the Originals will be kept by the Employer for record purposes.

The original and all copies of the bid shall be typed or written in indelible ink and shall be signed by a person or persons duly authorized to sign on behalf of the bidder. **All pages of the bid where entries or amendments have been made shall be initialed by the person or persons signing the Bid.**

The Bid shall contain no alterations or additions, except those to comply with instructions issued by the Employer, or as necessary to correct errors made by the Bidder, in which case **such corrections shall be initialed by the person or persons signing the Bid.**

1.11. Sealing and marking of bids

The bidder shall seal the original and the copy of the Bid in two separate envelopes duly marking the envelopes as "ORIGINAL" and "COPY" respectively.

The envelopes shall;

-be addressed to the Employer at the address provided in the tender advertisement.

-bear the name and identification number of the Contract as defined.

- provide a warning not to open before the specified time and date for Bid opening.

- Envelopes of Financial proposals must have a name of the Company on the Envelope.

In addition to the identification required, the envelopes shall **indicate the name and address of the bidder** to enable the bid to be returned unopened in case it is declared late.



If the envelopes are not sealed and marked as above, the Employer will assume no responsibility for the misplacement or premature opening of the bid.

Technical and Financial proposals shall be submitted in separate envelopes.

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 name of the assignment, and with a warning “**DO NOT OPEN WITH THE TECHNICAL PROPOSAL.**” The envelopes containing the Technical and Financial Proposals shall be placed into an outer envelope and sealed. The outer envelope shall bear the submission address, reference number and be clearly marked “DO NOT OPEN, EXCEPT IN PRESENCE OF THE OFFICIAL APPOINTED NOT LATER THAN 06th DECEMBER 2018, 12 NOON LOCAL TIME”.

1.12. Deadline for sub-mission of bids Bids shall be delivered to the employer at the address specified in the tender advertisement and no later than the time and date specified.

The employer may extend the deadline for submission of bids by issuing an amendment, in which case all rights and obligations of the employer and the bidders previously subject to the original deadline will then be subject to the new deadline.

1.13. Late bids Any bid received by the employer after the prescribed deadline will be returned unopened to the bidder.

1.14. Bid opening The employer will open the bids, in the presence of the bidders’ representatives who choose to attend at the time and in the place specified in the tender advertisement. The presence or absence of **bid security** documents defining the constitution or **legal status** (e.g. valid trading license/, tax compliance certificate etc.) will be announced by the Employer at the opening. Firms with incomplete documentation will be disqualified. The Employer will prepare a record of the opening.



1.15. Process to be confidential Information relating to the examination, clarification, evaluation, and comparison of bids and recommendations for the award of a contract shall not be disclosed to bidders or any other persons not officially concerned with such process until the award to the successful bidder has been announced. Any effort by a bidder to influence the Employer's processing of bids or award decisions will result in the rejection of the bid.

1.16. Clarification of bids To assist in the examination, evaluation, and comparison of bids, the employer may, at the Employer's discretion, ask any Bidder for clarification of the Bidder's Bid, including breakdowns of unit rates.

The request for clarification and the response shall be in writing, or email, but no change in the price or substance of the bid shall be sought, offered, or permitted except as required to confirm the correction of arithmetic errors discovered by the employer in the evaluation of the bids.

1.17. Correction of errors Bids determined to be substantially responsive will be checked by the Employer for any arithmetic errors. Errors will be corrected by the Employer as follows:

- (a) where there is a discrepancy between the amounts in figures and in words, the amount in words will govern; and
- (b) where there is a discrepancy between the unit rate and the line item total resulting from multiplying the unit rate by the quantity, the unit rate as quoted will govern, unless in the opinion of the Employer there is an obviously gross misplacement of the decimal point in the unit rate, in which case the line item total as quoted will govern, and the unit rate will be corrected.

The amount stated in the Bid will be adjusted by the Employer in accordance with the above procedure for the correction of errors and, **with the concurrence of the bidder**, shall be considered as binding upon the Bidder. If the Bidder does not accept the corrected amount, the Bid will be rejected.



**1.18.
Evaluation
and award
criteria**

The employer will evaluate and award only those bids determined to be substantially responsive to the bidding documents.

**1.19.
Employer's
right to
accept any
bid and to
reject any or
all bids**

The employer reserves the right to accept or reject any Bid, and to cancel the bidding process and reject all bids, at any time prior to the award of contract, without thereby incurring any liability to the affected bidder or bidders or any obligation to inform the affected bidder or bidders of the grounds for the Employer's action.

**1.20.
Notification
of award
and signing
of
agreement**

The bidder whose bid has been accepted will be notified of the award by the employer prior to expiration of the bid validity period by a letter. This letter (hereinafter and in the Conditions of Contract called the "Letter of Award") will state the sum that the employer will pay the company in consideration of the execution and completion of the project by the service provider as prescribed by the Contract (hereinafter and in the contract called the "Contract Price").

The notification of award will constitute the formation of the Contract, subject to the bidder furnishing the Performance Security if required and signing the Agreement.

The employer will notify the all other bidders that their bids have been unsuccessful by issuing an **intention of notice to award** as per circular no. 3 of 2015. The intention of notice to award will also be published to the SPPRA website at least 10 days before contract award.



SECTION 2.

Form of tender, qualification information, letter of acceptance and agreement

Form of tender

Project Title: SUPPLY AND INSTALLATION OF WASTE WATER TREATMENT PLANT AT KING MSWATI III INTERNATIONAL AIRPORT

Contract No: Tender number no. 21 of 2018/19

To: The Secretary to the Tender Board
Swaziland Civil Aviation Authority
Matsapha International Airport
P.O. Box D361
The Gables

Sir/Madam

We, the undersigned, offer to provide the consultancy service for ***“supply and Installation of a waste water Treatment plant at King Mswati III International Airport”*** in accordance with your Request for Proposal dated [Insert Date] and our Proposal. We hereby submit our Proposal, which includes this Technical Proposal, and our Financial Proposal sealed under a separate envelope for the sum of E..... 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, we undertake to negotiate on the basis of the proposal. 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 services and fulfill the terms and conditions related this contract. We understand you are not bound to accept any Proposal you receive.

We remain,

Yours faithfully,



.....

Date.....
Contact Numbers.....
Tel.....
Email.....
Authorized Signature.....

Qualification Information

The Bidder shall supply the following information;

- 1.0 Constitution or legal status of Bidder: *[attach copy]*
- 2.0 Power of attorney of signatory of Bid: *[attach]*
- 3.0 Total annual volume of contractual work related to this project performed in the last two years,
- 4.0 Work performed as prime contractor on works of a similar nature and volume over the last two years. Also list details of work under way or committed, including expected completion date.

Project name	Name of client and contact person	Type of work performed and year of completion	Value of contract
(a)			
(b)			
(c)			
(d)			

5.0 Experience of key personnel proposed for administration and execution of the contract. Attach biographical data.



Position	Name	Years of experience (general)	Years of experience in proposed position
(a)			
(b)			
(c)			
(d)			

CONTRACT AGREEMENT

This Agreement is made between the Swaziland Civil Aviation Authority (hereinafter called "the **Employer**") and (Hereinafter called "the **Service Provider**") of the other part.

Whereas the **Employer** is desirous that the **Service Provider** execute the contract for **THE SUPPLY AND INSTALLATION OF WASTE WATER TREATMENT PLANT AT KING MSWATI III INTERNATIONAL AIRPORT** ((hereinafter called "the Works") and the **Employer** has accepted the Bid by the **Service Provider** for the execution and completion of such Works.

NOW THIS AGREEMENT WITNESSETH as follows:

1. Regardless of the date of signature, the contract shall commence from the 14th January 2019.
2. In this Agreement, words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract hereinafter referred to, and they shall be deemed to form and be read and construed as part of this Agreement.
- 3.
4. The following documents shall be deemed to form and be read and construed as part of this Agreement viz:



(a) The Special Conditions of Contract

(b) The General Conditions of contract

(c) The Letter of Appointment.

In this Agreement, words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract hereinafter referred to, and they shall be deemed to form and be read and construed as part of this Agreement.

3. In consideration of the payments to be made by the **Employer** to the **Service Provider** as hereinafter mentioned, the **Service Provider** hereby covenants with the **Employer** to execute and complete the Works and remedy any defects therein in conformity in all respects with the provisions of the Contract.
4. The **Employer** hereby covenants to pay the **Service Provider** in consideration of the execution and completion of the Works and the remedying of defects wherein the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

In Witness whereof the parties here have caused this Contract to be signed in their respective positions in the presence of witnesses:



SECTION 3:

TERMS OF REFERENCE

BACKGROUND



The Swaziland Civil Aviation Authority is a statutory body established by the Government of the Kingdom of Swaziland through an act of parliament, the civil aviation authority act No. 10 of 2009. It is mandated by the act with the responsibility of regulating the civil aviation industry in Swaziland as well as operating the country's airports and management of the airspace.

In an effort to implement cost reduction measures for the organization and water consumption being one of the main cost element, SWACAA seeks to employ services of a contractor who will install a waste water treatment plant at the King Mswati III International Airport. The water will be treated in phase; phase one being the water that will be for irrigation usage only and phase two being water that will be used for fire drills, carwash and toilets.

SCOPE OF WORKS

The successful bidder will be expected to;

- a) Supply and installation of waste water treatment plant with warranty.
- b) The waste water treatment plant should be of the following specifications:
 - Cater for consumption of approximately 150 people daily.
 - Treat water and separate it into two networks:
 - re-use for irrigation (the percentage of treatment to allow for manure)
 - car washing bay, fire drills and toilets.
 - Allow for alternate water supply.



SECTION 4

Special Conditions of Service Provider

A. General	
GCC 1.1 (o)	The Employer is: The Swaziland Civil Aviation Authority
GCC 1.1 (r)	The duration of the works shall be: 4 weeks.
GCC 1.1 (u)	The Project Manager is: Simiso Nkambule, Swaziland Civil Aviation Authority
GCC 1.1 (z)	The Start Date shall be: Within 1 week after receipt of letter of appointment.
GCC13	Not applicable.
GCC 14.1	Site Investigation Reports are: Not applicable.
GCC 21.1	The Site Possession Date(s) shall be: advised.
B. Time Control	
GCC 27.1	The Contractor shall submit for approval a work plan with timelines within 5 working days from the date of the Letter of Appointment.
D. Cost Control	
GCC 47.1	The Contract is subject to price adjustment should there be a significant increase in traffic volumes during the duration of the contract.

NB: The combined scores will be as follows:

Technical Proposal = 70%

Financial Proposal = 30%



For the Financial Proposal to be opened by the Employer, the Service Provider must score 70% and above. If the Service Provider is below the 70% threshold, the Financials for that particular Service Provider will not be opened.

The lowest evaluated Financial Proposal (F_m) will be given the maximum financial score (S_f) of 100 points. The financial scores (S_f) of the other Financial Proposals will be computed as follows: $S_f = 100 \times F_m / F$, in which S_f is the financial score, F_m is the lowest price and F the price of the proposal under consideration.

Proposals will be ranked according to their combined technical (S_t) and financial (S_f) 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: $S = S_t \times T\% + S_f \times P\%$.

The Technical weights given to Technical and Financial Proposals is

$T = 0.7$ (70%)

$P = 0.3$ (30%)



SCHEDULE A

EVALUATION SHEET FOR: THE SUPPLY AND INSTALLTION OF A WASTE WATER TREATMENT PLANT AT KING MSWATI III INTERNATIONAL AIRPORT (Tender 21 of 2018/2019)			
NAME OF TENDERER:			
Criteria Elements	Criteria Weighting Factors	Actual Score (%)	COMMENTS
1. Adequacy for the Project <ul style="list-style-type: none"> • Competence of key management, professional and technical personnel • Statutory documents (copies): <ul style="list-style-type: none"> - Form J - Current trading license - Original tax compliance - Certificate of incorporation - CIC • CVs of Technical personnel 	20%		
2. Relevant Experience <ul style="list-style-type: none"> • Previous projects of this nature and magnitude • Duration of previous projects • Experience of project leader and/or team in similar projects 	20%		
3. Methodology <ul style="list-style-type: none"> • Programme of works • Installation procedure and commissioning. 	20%		



<ul style="list-style-type: none"> Management systems (OHSMS, EMS, QMS, Other) 			
4. Local Participation <ul style="list-style-type: none"> What percentage of management and technical team is local Joint venture with local company (if Tenderer is foreign) Skills transfer to locals Engagement/ consultation with local stakeholders 	20%		
5. Specifications <ul style="list-style-type: none"> Correct specification of the plant. Ability to separate the treated water into two. 	20%		
TOTAL	100%		

Evaluator's name:.....

Signature:..... Date:.....



DECLARATION OF ELIGIBILITY

[The Service Provider 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 Service Provider, Address, and Date>>>]

To: **The Secretary of the Tender Board,
Swaziland Civil Aviation Authority
P.O BOX D361
THE GABLES
H126**

Dear Sirs,

Re Tender Reference: No. 21 of 2018/19

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
- (d) I/We have not, and our directors or officers have not, been convicted of any criminal offence related to our 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 police clearances for Directors are attached; and
- (e) I/We do not have a **conflict of interest** in relation to the procurement requirement.

Signed
Authorised Representative

Date

Section 5. Standard Forms of Contract

THE SUPPLY AND INSTALLATION OF A WASTE WATER TREATMENT PLANT AT THE KING MSWATI III INTERNATIONAL AIRPORT

TENDER No.21 of 2018/2019

THIS CONTRACT ("Contract") is entered into by and between Swaziland Civil Aviation Authority ("the Client"), Matsapha, and [insert Contractor's name] ("the Contractor") having its principal office located at [insert Contractor's address].

WHEREAS, the Client wishes to have the Contractor performing the services hereinafter referred to, and



WHEREAS, the Contractor is willing to perform these services, NOW

THEREFORE THE PARTIES hereby agree as follows:

1. Services

- (i) The Contractor shall perform the services specified in Section 5, "Terms of Reference and Scope of Works," which is made an integral part of this Contract ("the Services").
- (ii) The Contractor shall provide the reports to the Client, "Contractor's Reporting Obligations," within the time periods listed in the Payment Schedule.

2. Terms

The Contractor shall perform the Services during the period commencing December 2018 and continuing through January 2019 or any other period as may be subsequently agreed by the parties in writing.

3. Payment

- A. For Services rendered pursuant to Section 5, the Client shall pay the Contractor an amount stipulated in the payment schedule. This amount has been established based on the understanding that it includes all of the Contractor's costs and profits as well as any tax obligation that may be imposed on the Contractor. The payments made under the Contract consist of the Contractor's remuneration as defined in sub-paragraph B below and of the reimbursable expenditures as defined in sub-paragraph C below.

B. Remuneration

The Client shall pay the Contractor for Services rendered at the rate(s) per man/month spent in accordance with the rates agreed and specified in the Payment Schedule, "Cost Estimate of Services, List of Personnel and Schedule of Rates."

C. Reimbursable



The Client shall not pay the Contractor for reimbursable expenses, which shall consist of and be limited to:

- (i) normal and customary expenditures for official travel, accommodation, printing, and telephone charges; official travel will be reimbursed at the cost of less than first class travel and will need to be authorized by the Client's coordinator;
- (ii) such other expenses as approved in advance by the Client's coordinator.

D. Payment Conditions

Payment shall be made in Swaziland's Lilangeni (SZL) not later than 30 days following submission of invoices in duplicate to the Coordinator designated in paragraph 4.

Payments shall be made to Contractor's bank account [insert banking details. If payment by bank wire is not possible, prior Bank approval to apply cash payments option shall be obtained]

4. Project Administration

A. Coordinator

The Client designates Mr. Simiso Nkambule as Client's Coordinator; the Coordinator shall be responsible for the coordination of activities under the Contract, for receiving and approving invoices for payment, and for acceptance of the deliverables by the Client.

B. Timesheets

During the course of their work under this Contract, including field work, the Contractor's employees providing services under this Contract may be required to complete timesheets or any other document used to identify time spent, as well as expenses incurred, as instructed by the Project Coordinator

C. Records and Accounts



The Contractor shall keep, and shall cause its Sub-Contractors to keep, accurate and systematic records and accounts in respect of the Services, which will clearly identify all charges and expenses. The Client reserves the right to audit, or to nominate a reputable accounting firm to audit, the Contractor's records relating to amounts claimed under this Contract during its term and any extension, and for a period of three months thereafter.

5. Performance Standard
The Contractor undertakes to perform the Services with the highest standards of professional and ethical competence and integrity. The Contractor shall promptly replace any employees assigned under this Contract that the Client considers unsatisfactory.
6. Inspections and Auditing
The Contractor shall permit, and shall cause its Sub-Contractors to permit, the Client and/or persons or auditors appointed by the Client to inspect and/or audit its accounts and records and other documents relating to the submission of the Proposal to provide the Services and performance of the Contract. Any failure to comply with this obligation may constitute a prohibited practice subject to contract termination and/or the imposition of sanctions by the Client (including without limitation a determination of ineligibility) in accordance with prevailing Client's sanctions procedures.
7. Confidentiality
The Contractor shall not, during the term of this Contract and within two years after its expiration, disclose any proprietary or confidential information relating to the Services, this Contract or the Client's business or operations without the prior written consent of the Client.
8. Ownership of Material
Any studies, reports or other material, graphic, software or otherwise, prepared by the Contractor for the Client under the Contract shall belong to and remain the property of the Client. The Contractor may retain a copy of such documents and software.
9. Contractor Not to be Engaged in Certain Activities
The Contractor agrees that, during the term of this Contract and after its termination, the Contractors and any entity affiliated with the Contractor, shall be disqualified from providing goods, works or services (other than consulting services that would not give rise to a conflict of interest) resulting from or closely related to the



Consulting Services for the preparation or implementation of the Project.

10. Insurance The Contractor will be responsible for taking out any appropriate insurance coverage.
11. Assignment The Contractor shall not assign this Contract or Subcontract any portion of it without the Client's prior written consent.
12. Law Governing Contract and Language The Contract shall be governed by the laws of Government of the Kingdom of Swaziland and the language of the Contract shall be English.
13. Dispute Resolution¹ Any dispute arising out of this Contract, which cannot be amicably settled between the parties, shall be referred to adjudication/arbitration in accordance with the laws of the Client's country.
14. Termination The Client may terminate this Contract with at least ten (10) working days prior written notice to the Contractor after the occurrence of any of the events specified in paragraphs (a) through (d) of this Clause:
- (a) If the Contractor does not remedy a failure in the performance of its obligations under the Contract within seven (7) working 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, fraudulent, collusive, coercive, or obstructive practices in competing for or in performing the Contract.
- (d) If the Client, in its sole discretion and for any reason whatsoever, decides to terminate this Contract.

FOR THE CLIENT

FOR THE CONTRACTOR

Signed by _____

Signed by _____

Title: _____

Title: _____

