

TENDER DOCUMENT

REQUEST FOR PROPOSALS



TENDER NO. 59 OF 2020/21

Ferreira Canal Lining Design

March 2021



INVITATION FOR TENDER

1. Background

Edwaleni power station gets water to turn the generator turbines from both the Little Usutu and the Great Usutu rivers via two canals; namely the Main Canal and the Ferreira Canal. The Ferreira Canal which takes water from the Great Usutu River is approximately 7.2 km in length and is an unlined canal. Along the course of its route the canal has three aqueducts which carry the water across valleys.

In an effort to prolong the life of the Ferreira canal and provide a steady flow of water to the power station, the EEC intends to line the canal with concrete panels and build structurally safe and solid aqueducts.

This tender seeks the appointment of a suitable qualified and experienced engineering consultant to design the canal lining, aqueducts, sand pits and intake gate.

2. Objective

The main objective of this tender is to appoint a suitable qualified and experienced civil engineering consultant to design the canal lining, aqueducts, sand pits and intake gate from the river.

3. Scope of Work

3.1. Scope Objective

The main scope of work is as follows:

- a) Design the canal lining, concrete strength, thickness etc.
- b) Design canal to be able to handle a maximum flow rate of 6m³/s
- c) Design the aqueducts
- d) Design the Intake gate and sand pits
- e) Design/recommend valves for take-off points along the canal to provide water for farmers and the community



- f) Provide Design Drawing
- g) Provide a solution with related costs on how to provide water to the community and farmers while the work is in progress.
- h) Prepare a bill of quantities
- i) Provide a comprehensive cost estimate
- j) Provide a cost for the supervision of the works

4. Company profile and statutory documents

The proposal should have the following documents

- Company profile(s)
- Consortium agreement where applicable
- List of similar projects done by consultant (as per attached form)
- Three reference letters from previous and / or current clients
- List of similar projects done by key personnel (Design engineer, land surveyor etc.) as per attached form
- Curriculum vitae of key personnel
- The following statutory documents should be submitted together with those highlighted in the datasheet at the end of the document:
 - Original/Valid Tax Compliance Certificate
 - Certified copy of valid trading licence

5. Timelines

Bidders are required to provide a provisional works program (Gantt Chart) starting from contract signing up to submission of final design document..

6. Evaluation Methodology

The evaluation will be separated into two parts. First will be the technical evaluation which will be followed by the financial evaluation for those consultants that surpass the minimum accepted score of 70 % for technical proposals.



The weights to be used for the evaluation are as follows:

- Technical - 60%
- Financial - 40%

a) Technical Evaluation

Table1: Technical Evaluation

	Description	Score (100)
1	Company Experience in similar projects	50
2	Experience of lead Civil engineer	40
3	Experience of lead surveyor	10
	Total	100
	Minimum Required Score	70

b) Financial Evaluation

With regards to the financial evaluation, the lowest priced Bid will be allocated the maximum, points. All other Bids will obtain proportionately lower points based on the following formula:

$$PS_B = \frac{P_{\min}}{P_B} \times PS_{price}$$

Where:

PS_B is the point score for price calculated for Bid;

P_{\min} is the price of the lowest Bid;

P_B is the price of Bid; and

PS_{price} is the allocated points for price

c) Final Evaluation

- The weighted technical and financial scores shall be added together to give a total score for each proposal
- Proposal with highest score shall be recommended for award.

1. Instructions to tender

1.1 Introduction

▪ Source of funds

The Eswatini Electricity Company has made funds available towards the cost of the **Ferreira Canal Lining Design** project as specified in the Scope of the Tender, and intends to apply the funds to eligible payments under the Contract for which this Invitation to Tender is issued.

▪ Employer

The Eswatini Electricity Company, hereinafter referred to as “the Employer”, is a vertically integrated parastatal company responsible for the generation, transmission and distribution of electric power throughout Eswatini. The Employer’s address is:

Eswatini Electricity Company
P.O. Box 258
Mbabane
H100
Eswatini

Eluvatsini House
Mhlambanyatsi Road
Mbabane
Eswatini

Telephone: +268 409 4000

Facsimile: +268 409 4001

○ Engineer

The Engineer appointed by the Employer for the purpose of the project is:

The Eswatini Electricity Company’ Project Manager

Address is the same as above.

○ Scope of Tender

Eligible Tenders are invited to submit bids for the Project. The Project covers the designing of the Ferreira Canal lining, aqueducts, sand pits and intake gate. The scope includes canal lining design, design of aqueducts, intake gate and sand pit design, design canal to handle a flow rate of 6m³/s, bill of quantity, comprehensive project budget cost estimate, construction supervising costs and other civil consultation services related to the project.

○ Eligible Tenderers

The invitation to tender is open to suitably qualified and capable civil engineering consultants with a track record and financial backing to deliver the project.



- **Subcontractors**

It is an expectation that non specialised work if there is any, be subcontracted to suitably qualified local Subcontractors.

- **Cost of Tendering**

The Tenderer shall bear all costs associated with preparation and submission of its Tender, and the Employer will in no case be responsible or liable for those costs, regardless of the outcome of the tendering process.

10.2 Tender Documents

- **Modifications**

Tenderers shall not make any modifications to the Tender Document. Should a Tenderer notice any clause or item which he considers necessary to be changed, he shall notify the Engineer in writing, and the Engineer will in turn investigate and reply in writing.

- **Checking of Tender Documents**

On receipt of the Tender Documents, the Tenderer must prior to submitting his Tender, check all the Tender Documents and should any difference or discrepancy between or in the Drawings and Specification be detected by the Tenderer, he shall seek in writing a decision also in writing of the Engineer on the true intent and meaning of the Tender documents as the Employer cannot be held liable for the additional cost of extra work that may be caused as a result thereof.

- **Clarification of Tender Document**

A prospective Tender requiring any clarification of the Tender Documents may notify the Commercial Services Manager in writing to this email address: busisiwe.masangane@eec.co.sz

The Commercial Services Manager will respond in writing to any request for clarification of the Tender Documents, which it receives no later than one week prior to the deadline for submission of Tenders prescribed by the Employer. Written copies of the Commercial Services Manager's response (including an explanation of the query but without identifying the source of the inquiry) will be sent to all prospective Tenderers who have received the Tender Document.

- **Amendment of Tender Document**

At any time prior to the deadline for submission of Tenders, the Employer may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Tenderer, modify the Tender Documents by amendment. If this modification occurs later than one week before the deadline for the submission Tenders, the Employer has the right of extending the deadline for the submission in order to give other Tenderers the necessary time for considering the modifications in the preparation of their Tenders.



The amendment will be notified in writing or by cable (hereinafter, term cable is deemed to include Electronic Data Interchange (EDI), telex or facsimile) to all prospective Tenderers, which have received the Tender Document and will be binding to them.

▪ **Tender Documents and Ownership**

The Tender Documents which have been made available to Tenderers are the property of the Employer and shall be returned to the Engineer whether or not a Tender is submitted.

▪ **Documents Confidential**

Tenderers shall treat the details of the Tender Documents as confidential, whether they submit a Tender or not.

10.3 Preparation of Tenders

10.3.1 Language of Tender

The Tender prepared by the Tenderer and all correspondences and documents relating to the Tender exchanged by the Tenderer and the Employer, shall be written in the English language, provided that any printed literature furnished by the Tenderer may be written in another language on condition that it is accompanied by an English translation in which case, for purposes of interpretation of the Tender, the English translation shall govern.

10.3.2 Tender Site Meeting

It is required that all prospective Tenderers attend a pre-tender site meeting and site visit as indicated in the Invitation for Tender. Failure to attend will result in disqualification of the Tender. The cost of attending the meeting shall be at the Tenderer's own expense.

10.3.3 Tender Prices

Tenders shall quote for the facilities on a "single responsibility" basis such that the total Tender Price covers all the Consultant's obligations mentioned in or to be reasonably inferred from the Tender Documents in respect to the works and subcontracting if any, delivery, construction, installation and completion of facilities. Items against which no price is entered by the Tenderer will not be paid for by the Employer when executed and shall be deemed to be covered by the prices for other items.

Tenderers shall give a breakdown of the prices in a format similar to the one provided.

Prices quoted by the Tender shall be **FIXED** for the duration of the Contract and will not be subject to the adjustments for change in cost. **A Tender submitted with an adjustable price quotation will be treated as non-responsive and rejected.**

All taxes including VAT, levies and custom duties etc, as applicable to the Works and determined 28 (twenty-eight) days prior to Tender submission, shall be deemed included in the Tender Prices. If there are or may be exemptions from levies, customs duties, tax, etc applicable to any aspect of the works, the Tenderer must make his own arrangements thereof, as the tender price shall be regarded as comprehensive.



10.3.4 Tender Currencies

Tender prices shall be quoted in Emalangeni (SZL).

The point of payment will be Eswatini.

10.3.5 Period of Validity

The Tender shall remain valid for **120** (one hundred and twenty) days after the Tender closing date. A Tender valid for a shorter period shall be rejected by the Employer as being non-responsive.

In exceptional circumstances the Employer may solicit the Tenderer's consent to an extension of the Tender validity period. The request and responses thereto shall be made in writing or by cable. A Tenderer granting the request will not be required or permitted to modify its Tender.

10.3.6 Format and Signing of Tender

The Tenderer shall prepare one original and two complete copies of the Tender (Technical and financial) and clearly marking each one respectively as "Original Tender", "Copy No. 1" and "Copy No. 2." In the Event of any discrepancy between them, the original shall govern.

The original and all copies of the Tender, each consisting of the documents listed above shall be typed or written in indelible ink and shall be signed by the Tenderer or person or persons duly authorised to bind the Tenderer to the Contract. The latter authorisation shall be indicated by written power of the attorney accompanying the Tender and submitted as Attachment 2 to the Tender. All pages of the Tender except for un-amended printed literature shall be initialled by the person or persons signing the Tender.

The Tender shall contain not alterations, omissions or additions, unless such corrections are initialled by the person or persons signing the Tender.

10.4 Submission of Tenders

10.4.1 Sealing and Marking

The Tenderer shall Seal The Original and each Copy of the Tender in separate envelopes, duly marking the envelopes as "Original Tender", "Copy No.1" and "Copy No.2." The envelopes shall then be sealed in an outer envelope. This should be done for the technical proposal and financial proposal, ie the technical and financial should be in separate envelopes.

The inner and outer envelopes shall:

Be addressed to the Employer at the address given, and

Bear the Tender Number and the statement "DO NOT OPEN BEFORE" and the closing date for Tendering, excluding any notice allowing identification of the Tenderer.

If the outer envelope is not sealed and marked as requested, then the Employer will assume no responsibility for the Tender's misplacement or premature opening. If the outer envelope



discloses the identity of the Tenderer, the Employer will not guarantee the anonymity of the Tender submission, but this disclosure will not constitute grounds for Tender rejection.

10.4.2 Deadline for Submission of Tenders

Tenders must be received by the Employer at the address no later than the time and date stated in the Invitation for Tender.

The Employer may, at its discretion, extend this deadline for submission of Tenders by amending the Tender Documents in which case all rights and obligations of the Employer and Tenderers will thereafter be subject to the deadline as extended.

10.4.3 Late Tenders

Any Tender received by the Employer after the Tender submission deadline prescribed by the Employer will be rejected and returned unopened to the Tenderer.

10.4.4 Modification and Withdrawal from Tenders

The Tenderer may modify or withdraw its Tender after submission, provided that written notice of the modification or withdrawal is received by the Employer prior to the deadline prescribed for Tender submission.

The Tenderer's modifications shall be prepared, sealed, marked and dispatched as follows:

The Tender shall provide an original and the number of copies specified of any modifications to its Tender, clearly identified as such, in two inner envelopes duly marked "Tender Modification – Original" and "Tender Modification – Copies." The inner envelopes shall be sealed in an outer envelope, which shall be duly marked "Tender Modifications."

A Tenderer wishing to withdraw its Tender shall notify the Employer in writing prior to the deadline prescribed for Tender submission.

The notice of withdrawal shall:

- Be addressed to the Employer at the address specified, and

- Bear the Tender Number and the words "Tender Withdrawal Notice." Tender withdrawal notices received after the Tender submission deadline will be ignored, and the submitted Tender will be deemed to be a validly submitted Tender.

- No Tender may be withdrawn in the interval between the Tender submission deadline and the expiry of the Tender validity period specified.

10.5 Tender Opening and Evaluation

10.5.1 Opening of Tender by Employer

The Employer will open the Tenders, including withdrawals and the modifications made.

Envelopes marked "Withdrawal" shall be opened first and the name of the Tenderer shall be read out. Tenders for which an acceptable notice of withdrawal has been submitted pursuant shall not be opened.



The Tenderer's names, the Tender Prices including any alternative Tender Price or deviation any discounts, Tender modifications and withdrawals, and any such other details as the Employer may consider appropriate, will be recorded by the Employer at the opening.

Subsequently, all envelopes marked "Modification" shall be opened.

No Tender shall be rejected at Tender opening except for late Tenders

Tenders not opened at the Tender opening shall not be considered further for evaluation, irrespective of the circumstances.

10.5.2 Clarification of Tenders

During the Tender evaluation, the Employer may, at its discretion, ask the Tenderer for clarification of its Tender.

The request for clarification and the response shall be in writing and no change in the price or substance of the Tender shall be sought, offered or permitted.

10.5.3 Preliminary Examination of Tenders

The Employer will examine the Tenders to determine whether they are complete, whether any computational errors have been made, whether required sureties have been furnished, whether the documents have been properly signed, and whether the Tenders are generally in order.

Arithmetic errors will be rectified on the following basis. If there is a discrepancy between the unit price and the total price, which is obtained by multiplying the unit price and quantity, or between subtotals and the total price, the unit or subtotal price shall prevail, and the total price shall be corrected. If there is a discrepancy between words and figures the amount in words will prevail. If the Tenderer does not accept the correction of errors its Tender will be rejected.

Prior to the detailed evaluation, the Employer will determine whether each Tender is of acceptable quality, is complete and substantially responsive to the Tender Documents. For purposes of this determination, a substantially responsive Tender is one that conforms to all terms, conditions and specifications of the bidding documents without material deviations and objections, conditionalities or reservations. A material deviation, objection, conditionality or reservation is one (i) that affects in any substantial way the scope, quality or performance of the contract; (ii) that limits in any substantial way, inconsistent with the Tender Documents, the Employer's rights or successful Tenderer's obligations under the contract; or (iii) whose rectification would unfairly affect the competitive position of other Tenderers who are presenting substantially responsive.

If a Tender is not substantially responsive, it will be rejected by the Employer, and may not subsequently be made responsive by the Tenderer by correction of the non-conformity. The Employer's determination of a Tender's responsiveness is based on the contents of the Tender itself without recourse to extrinsic evidence.

10.5.4 Contacting the Employer

From the time of the tender opening to the time of Contract award, if any Tenderer wishes to contact the employer on any matter related to its Tender, it should do so in writing.



Any effort by a Tenderer to influence the Employer in the Employer's Tender evaluation, Tender comparison or Contract award decisions may result in rejection of the Tenderer's Tender.

10.6 Award of Contract

10.6.1 Award Criteria

The Employer may award the contract to the Tenderer whose Tender has been determined to be substantially responsive and provided that the Tenderer is determined to be qualified to perform the Contract satisfactorily. The Employer is not bound to accept the lowest Tender or any at all and no reasons will be given for non-acceptance of Tender.

10.6.2 Employer's Right to Accept Any Tender and to Reject Any or All Tenders

The Employer reserves the right to accept or reject any Tender, and to annul the Tendering process and reject all Tenders at any time prior to award of Contract, without thereby incurring any liability to the affected Tenderer or Tenderers or any obligation to inform the affected Tenderer or Tenderers of the grounds for the Employer's action.

10.6.3 Employer's Right to Vary Quantities at Time of Award

The Employer reserves the right at the time of award of Contract to increase or decrease the quantities of goods and services up to 25% of the Total Tender Price without any change in unit prices, Preliminary and General cost, or other terms and conditions.

10.6.4 Pre-Award Negotiations

Prior to the expiry of the period of Tender Validity, the Employer will invite the successful Tenderer to his office for Contract negotiations.

The successful conclusion of the Contract Negotiations will constitute the formation of the Contract.

The Employer shall prepare the Minutes of Contract Negotiations which shall form part of the Contract.

10.6.5 Signing the Contract Agreement

The Employer will send the Tenderer the Contract Agreement provided in the Tender Documents, incorporating all agreements between parties.

Within 28 (twenty-eight) days of receipt of the Contract Agreement, the successful Tenderer shall sign and date the Contract Agreement and return it to the Employer.

10.6.6 Corrupt or Fraudulent Practices

Any Tenderer that is found to be, or who attempts to be involved in any corrupt or fraudulent activity or practice involving any party concerned in the Tender process, shall be disqualified.



11. Tender Form

Tenderers must complete one tender form for each Lot they are offering services for

Date

Tender No. _____

To:

ESwatini Electricity Company

Eluvatsini House

Mhlambanyatsi Road

Mbabane

Kingdom of ESwatini

Having examined the tendering documents the receipt of which is hereby duly acknowledged, we, the undersigned, offer to undertake the Ferreira Canal Lining Design project in conformity with the said tendering documents for the sum of *[total tender amount in words and figures]* and at the rates indicated in the Pricing Form and made part of this Tender.

We undertake, if our Tender is accepted, to deliver the services in accordance with the requirements of the specifications forming part of this contract.

We agree to abide by this Tender for a period of 120 days from the date fixed for Tender opening, and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

Until a formal Contract is prepared and executed, this Tender, together with your written acceptance thereof and your notification of award, shall constitute a binding Contract between us.

We understand that you are not bound to accept the lowest or any tender you may receive.

[signature] [in the capacity of]

Duly authorized to sign Tender for and on behalf of _____



12. Declaration of Eligibility

All Tenderers must meet the following criteria, to be eligible to participate in public procurement
Tenderers must provide a signed declaration on their company letterhead in the following format. If the tender is being presented by a joint venture or consortium all members must sign the declaration

Dear Sirs,

Re Tender Reference

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

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

Signed

Date.....



13. List of Similar Project Done by Consulting Firm

Date	Name of project	Client	Description of Services provided	Value of services (E)



14. Experience of Key Personnel

This form must be filled for the Experience of each Key Personnel

Date	Name of Project	Activities performed by personnel



15.Submission of bids

- The technical and financial proposals should be separated and clearly marked “**TECHNICAL**” and “**FINANCIAL**”.
- The separate, sealed envelopes of both the financial and technical proposals should then be sent to EEC in a sealed envelope clearly marked “**Tender No. 59 of 2020/21 – Ferreira Canal Lining Design**” and addressed to the “**Secretary to the Tender Committee**”, **Eswatini Electricity Company, Eluvatsini House, Mhlambanyatsi Road, Mbabane, Eswatini** no later than 1200 hours on **May 12th 2021**.
- Document should be submitted with proof of payment of **E500.00** for tender documentation.

16.Data Sheet

1	Eligibility criteria	<p>All required documentation and information highlighted below has been submitted.</p> <ol style="list-style-type: none"> Company Profile, Form J and Form C or equivalent for foreign registered companies, and Proof of registration with the relevant professional or regulatory body. Certified copy of Valid Trading License. Original/Valid Tax Compliance Certificate Certified copy of VAT Registration Certificate Police Clearance for Directors Certified copy of Labour Compliance Certificate Latest audited financial statements. Original Receipt for Purchase of Tender Document <p>NB: A tender bid which does not contain the documents listed above shall be deemed to be non-responsive and may be eliminated from further evaluation</p>
2	Qualification criteria	<p>Qualifications will be evaluated as follows:</p> <ul style="list-style-type: none"> - Demonstrated experience in similar projects
3	Compulsory site visit	<p>A compulsory pre-tender site meeting will be held:</p> <p>Date and time : April 8th 2021 at 10AM</p> <p>Venue : Edwaleni Power Station</p> <p>Proof of attendance will be a signed attendance register that will be kept by EEC.</p>



4	Validity	The tender shall be valid for 120 days from the submission/closing date. A tender with less than 120 days validity will be deemed non-responsive.
5	Prices	Quoted prices must be in the local currency (Emalangení) and should include all relevant levies and taxes. A filled in bill incorporating the entire tender scope in similar format to the provided template should be provided. The prices should be fixed and firm for the duration of the contract, and where there is foreign currencies involved, forward cover should be catered for.
6	Documents comprising the tender	<p>The documentation required for this tender are:</p> <p>Document 1:</p> <ol style="list-style-type: none"> 1. Signed Tender Form, and Declaration of Eligibility 2. Company profile, statutory documents, qualifications criteria related documents etc, as highlighted in the document 3. Proof of tender payment 4. Power of attorney 5. List of Similar projects done by consultant 6. List of similar projects done by key project personnel 7. Preliminary working programme 8. Exclusions of the tender <p>Document 2</p> <ol style="list-style-type: none"> 1. Price schedule and tender validity
7	Tenderer's request for clarification	<p>The deadline for clarifications shall be one week before the closing date.</p> <p>Clarification can be submitted until May 4th 2021</p> <p>All requests for clarification should be emailed to this address:</p> <p>busisiwe.masangane@eec.co.sz</p>
8	Tender submission	<p>The location for submission of tenders is:</p> <p>The Secretary to the Tender Committee Eswatini Electricity Company Eluvatsini House Mhlambanyatsi Road Mbabane, Swaziland</p>



		<p>If Posted, this address should be used:</p> <p>The Secretary to the Tender Committee Eswatini Electricity Company P O Box 258 Mbabane, Swaziland</p> <p>The following information should be considered:</p> <ul style="list-style-type: none"> • The technical and financial proposals should be separated and clearly marked “TECHNICAL” and “FINANCIAL”. • The separate, sealed envelopes of both the financial and technical proposals should then be sent to EEC in a sealed envelope clearly marked “Tender No. 59 of 2020/21 – “Ferreira Canal Lining Design”” and addressed to the “Secretary to the Tender Committee”, Eswatini Electricity Company, Eluvatsini House, Head Office, Mhlambanyatsi Road, Mbabane, Eswatini and should reach EEC no later than 1200 hours on 12 May 2021. • Document should be submitted with proof of payment of E500.00 for tender documentation.
9	Tender opening	Tenders will be opened at 12 noon May 12 th 2021 at EEC Headquarters, Eluvatsini House, Mhlambanyatsi road, Mbabane.
10	Evaluation of tenders	The evaluation criteria is detailed in the Evaluation Methodology section of the tender document.
11	Intention to award	Tenderers will be notified of an intention to award on the same day that the intention is sent to the Eswatini Public Procurement Regulatory Agency (EPPRA).

=====end=====



1. APPENDIX TO TENDER

The Appendix to refers to the Conditions of Contract as contained in the FIDIC's Conditions of Contract for Client/Consultant Agreement, Fifth Edition 2017 (White Book).

1.1 PARTICULAR CONDITIONS

This Particular Conditions of Contract is in reference to the General Conditions of Contract as contained in the FIDIC's Conditions of Contract for Client/Consultant Agreement, Fifth Edition 2017 (White Book)

Reference to General Conditions		Description of Particular Condition
Clause 1 (General Provisions)		
Clause 1.1 (Definitions)	Sub-Clause 1.1.1	"Agreement" means the Form of Agreement together with the Client/Consultant Model Service Agreement (General Conditions and Particular Conditions), Appendix A (Scope of Services), Appendix B (Minutes of Contract Negotiations Meeting), Appendix C (Project Schedule) and Appendix D (Remuneration and Payment).
	Sub-Clause 1.1.4	"Client's Representative" the designated representative of the Client is of the Eswatini Electricity Company.
	Sub-Clause 1.1.5	"Commencement Date" means the date within which the Consultant must commence the works on the Project as specified in the Appendix C (Project Schedule).
	Sub-Clause 1.1.8	"Consultant's Representative" the designated representative of the Consultant isof Consulting.
	Sub-Clause 1.1.9	"Country" means the Kingdom of Eswatini.
	Sub-Clause 1.1.22	"Project" means the Consultancy Services for the Ferreira Canal Lining Design .
	Sub-Clause 1.1.24	"Time for Completion" means the time for completing the Services being the date specified in Appendix C (Project Schedule).
Clause 1.3 (Notices and other Communications)	Sub-Clause 1.3.1 (c)	Notices, Variation Notices or other form of communication shall be in writing and delivered by hand (against receipt), sent by electronic mail or courier.
	Sub-Clause 1.3.1 (d)	Notices, Variation Notices or other form of communication to the Client shall be addressed to:



		<p>The Managing Director Meshack Kunene Eswatini Electricity Company P.O. Box 258 Mbabane Eswatini Telephone No: (+268) 2409 4000 Telefax No.: (+268) 2404 6678 Email: meshack.kunene@sec.co.sz</p> <p>And copied to:</p> <p>The Project Manager Eswatini Electricity Company P.O. Box 258 Mbabane Eswatini Telephone No: (+268) 2409 4000 Telefax No.: (+268) 2404 6678 Email:@eec.co.sz</p> <p>Notices, Variation Notices or other form of communication to the Consultant shall be addressed to:</p> <p>The Director Consulting P.O. Box Telephone No: Telefax No.: Email:</p>
Clause 1.4 (Law and Language)	Sub-Clause 1.4.1	The Agreement shall be governed and construed according to the laws for the time being in force in the Kingdom of Eswatini.
	Sub-Clause 1.4.2	The ruling language of the Agreement shall be English.
	Sub-Clause 1.4.3	All communication written or otherwise from one of the parties to the other party in relation to the Agreement shall be in English.
Clause 1.8 (Confidentiality)	Sub-Clause 1.8.3	The obligations set forth in Sub-Clause 1.8.1 shall expire ten (10) years after completion of the Services or the termination of the Agreement (whichever is the



		earlier).
Clause 1.9 (Publication)	Sub-Clause 1.9.1	The Consultant shall treat the Agreement and everything pertaining thereto as private and confidential. In particular, the Consultant shall not publish any information, drawings or photographs concerning the works except where written approval has been received from the Client.
Clause 2 (The Client)		
Clause 2.1 (Information)	Sub-Clause 2.1.1	Reasonable time is defined as “two (2) weeks”
Clause 2.2 (Decisions)	Sub-Clause 2.2.1	Reasonable time is defined as “two (2) weeks”
Clause 2.5 (Supply of Client’s Equipment and Facilities)	Sub-Clause 2.5.1	The Client will not make available to the Consultant any equipment and facilities for the purpose of the Project.
Clause 2.8 (Services of Others)	Sub-Clause 2.8.1	The Client will not provide any services from others on the Project
Clause 3 (The Consultant)		
Clause 3.7 (Changes in Consultant’s Personnel)		The Consultant shall provide the Client with all Consortium Agreements that it has entered into with the firms/companies that it has collaborated with for the execution of the Services.
Clause 3.9 (Construction Administration)		Clause 3.9 is not applicable to the Agreement.
Clause 7 (Payments)		
Clause 7.2 (Time for Payment)	Sub-Clause 7.2.1	The Contractor will be paid after 30 days from receipt of the invoice and payments at Eswatini Electricity Company are made on the 15th and 30th of each month. The payments will be according to the Contractor’s payment schedule.
	Sub-Clause 7.2.2	Interest for late payment charges shall be 2% above Prime Rate as quoted by the Central Bank of Eswatini from time to time, per month or part thereof.
Clause 7.4 (Third- Party Charges on the Consultant)	Sub-Clause 7.4.1	The Client shall not be responsible for any exemptions relating to taxes. The Consultant shall comply fully with prevailing laws.
Clause 8 (Liabilities)		
Clause 8.1 (Liability of Breach)	Sub-Clause 8.2.1	The Consultant shall remain liable for a period of three (3) years from the date of acceptance of the Final Report.
Clause 8.3 (Limit	Sub-Clause 8.3.1	The limit of liability that the Consultant shall have to



of Liability)		the Client shall be two times the Professional Fees.
Clause 9 (Insurance)		
Clause 9.1 (Insurance to be taken out by Consultant)	Sub-Clause 9.1.1	The Consultant shall take out and maintain professional indemnity insurance and public liability insurance with the minimum amount of cover that is two times the Contract Price. The professional indemnity insurance shall be maintained for a period of three (3) years from the date of acceptance of the Final Report.
Clause 10 (Dispute and Arbitration)		
Clause 10.2 (Adjudication)		If the Parties are unable to resolve any dispute resulting from this Agreement by means of joint co-operation or discussion between them, within 4 weeks after a dispute arises, then it shall be resolved by way of court litigation and in Courts in the Kingdom of Eswatini. Adjudication is hereby specifically excluded by the parties as a mechanism of dispute resolution.
Clause 10.4 (Arbitration)		If the Parties are unable to resolve any dispute resulting from this Agreement by means of joint co-operation or discussion between them, within 4 weeks after a dispute arises, then it shall be resolved by way of court litigation and in Courts in the Kingdom of Eswatini. Arbitration is hereby specifically excluded by the parties as a mechanism of dispute resolution.

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