

PHASE 2: CONSTRUCTION SUPERVISION

FEES				
Name and Position of Personnel	Input Quantity	Unit of Input	Input Rate	Total Price
TOTAL				

Reimbursable Costs				
Description of Cost	Quantity	Unit of Measure	Unit Price	Total Price
TOTAL				

TOTAL PRICE FOR CONSTRUCTION SUPERVISION PHASE: _____

Breakdown of Contract Price Authorised By:

Signature:

Name:

Position:

Date:

Authorised for and on behalf of: (DD/MM/YY)

Company:

PART 2: SCHEDULE OF REQUIREMENTS

TERMS OF REFERENCE

PROCUREMENT REFERENCE NUMBER: TENDER NO.
SITEKI/WORKS/008/2021-22
REQUEST FOR ARCHITECTURAL SERVICES FOR DETAILED ARCHITECTURAL AND ENGINEERING DESIGN, PREPARATION OF TENDER DOCUMENTS AND SUPERVISION OF CONTRACTOR FOR THE REFURBISHMENT OF MAWALA HALL AND CONSTRUCTION SITEKI MARKET HANDCRAFT CENTER, SITEKI URBAN

1. BACKGROUND

Siteki Town Council is a Local Government under the Ministry of Housing and Urban Development (MHUD) and is mandated to develop the community of Siteki in line with the Integrated Development Plan.

2. OBJECTIVES

The objectives of the Architect services shall be:

- 2.1 To carry out the necessary surveys and prepare architectural and engineering designs for the refurbishment of Mawala Hall and Siteki Market Handcraft Center.
- 2.2 To prepare tender documents and assist the Local Authority in the procurement of a contractor to undertake the works.
- 2.3 To supervise the contractor and administer the works contract during refurbishment of Mawala Hall and Siteki Market Handcraft Center.

3. SCOPE OF WORK

3.1 General

3.1.1 The consultant shall perform all the work necessary to achieve the objectives of the assignment and shall at all times utilize the most economical, effective and widely accepted engineering concepts in this work.

3.1.2 In carrying out the work the consultant shall co-operate with the Local Authority in administering the construction contract of the project.



3.2 Detailed Architectural and Engineering Design

The Architect shall prepare detailed design and cost estimates for the project considering the following template.

The anticipated design of the refurbishment of Mawala Hall and Siteki Market Handcraft Centre will be as follows:

LOT 1 Mawala Hall (social support, public information, and other purposes) Alterations and Additions
<ul style="list-style-type: none">▪ Stage▪ Hall▪ Dressing rooms▪ Toilets▪ Other
LOT 2 Siteki Market Handcraft Centre (SME development)
<ul style="list-style-type: none">▪ Vendor stalls▪ Lockable storage

3.2.1 The design shall comply with recognised design and standards, with reference to SABS Standards, SWASA and all Construction Standards.

3.2.2 The design process should include a comparison of design and construction options, taking into account long-term reliability, operations and maintenance costs as well as initial capital cost of the construction of the components in each option, to determine the most economical long-term option.

3.2.3 The design shall be carried out to a degree of accuracy that will enable quantities of principal items of construction materials to be estimated.



3.2.4 The Architect will undertake complete designs for the refurbishment Mawala Hall and the Siteki Market Handcraft Center. In order to make such recommendations the Architect shall undertake the necessary surveys and make an assessment.

3.2.5 The project shall basically focus on the designs and construction supervision of the refurbishment Mawala Hall and the Siteki Market Handcraft Center.

3.2.6 The design will ensure that the designs and construction project cause a minimum damage to the environment.

3.3 Preparation of Tender Documents

3.3.1 The Architect shall prepare Tender Documents for the proposed works. The documents shall include:

- i) Instructions to Tenderers
- ii) Form of Tender and Form of Agreement
- iii) Conditions of Contract
- iv) Technical Specifications
- v) Bills of Quantities
- vi) Drawings
- vii) Guarantees and Performance Bonds

3.3.2 On completion of the preparation of the tender documents, the Architect shall produce an adequate number of sets of tender documents and prepare an advert inviting qualified contractors to collect the documents.

3.3.3 On the date specified in the advert inviting Contractors to submit tenders the Architect shall assist the Local Authority in conducting the site visit by Contractors.

3.3.4 On close of submission of the tender documents, the Architect shall assist the Local Authority in the tendering process, evaluation of tenders, contract negotiations and the award of the contract. In particular, but not limited to, the Architect shall:



3.3.5 Prepare the minutes of the tendering meetings and circulate them among the prospective tenderers attending.

3.3.5.1 During the tender period answer all questions from prospective tenderers in accordance with the tender documents and prepare and issue any addenda as necessary.

3.3.5.2 After receipt of the tenders carry out the analysis and evaluation and submit within 2 weeks the tender evaluation report for the consideration and approval of the Local Authority.

3.3.5.3 Upon approval of the recommendations of the tender evaluation report assist the Local Authority in the negotiations for the award of the contract. The Architect shall arrange and attend the meetings between the contractor and the Local Authority, minute the discussions and draw up memoranda of understanding as necessary.

3.3.5.4 On conclusion of the negotiations prepare contract documents for signature by the contractor and the Local Authority.

3.3.5.5 Liaise with all relevant stakeholders on related matters to the construction of the Hall.

4. OBLIGATIONS OF THE ARCHITECT

4.1 Architect's Personnel

During the field work and supervision, the Architect shall provide at least one senior engineer.

4.2 Office & Accommodation

The Architect shall make his own arrangements for all office and living accommodation, transportation, supplies, surveys, investigations, testing, secretarial services etc. in connection with the work.



5. OBLIGATIONS OF THE SITEKI TOWN COUNCIL

5.1 The Local Authority will make available to the Architect all relevant reports and data in its possession but the Architect shall be fully responsible for the interpretation and use of the material in question.

5.2 The Local Authority will liaise with other government ministries as required in order to facilitate the Architect 's work.

6. REPORTS AND TIME SCHEDULE

The Architect shall:

6.1 Commence his work within 10 days of the award of the contract (effective date of contract).

6.2 Within 4 (four) weeks of the effective contract date submit a draft Design Report containing the findings, detailed design calculations and recommendations for the scope of works together with the draft Tender Documents and Cost Estimates.

6.3 Submit a tender evaluation report within 2 weeks of the closing date for submission of tenders.

6.4 Submit completed contract documents within 2 weeks after having received the request to do so.

6.5 Submit monthly reports and a Completion Report during the construction contract period (see below).



7. SUPERVISION OF THE CONTRACTOR

The Architect shall:

- 7.1 Supervise the Contractor during the construction of the refurbishment of Mawala Hall and construction of Siteki Market Handcraft Centre.
- 7.2 Produce monthly reports on the progress of the project.
- 7.3 Administer the works contract on behalf of the Council.
- 7.4 On completion conduct a snag list and advise Council on the payment of the retention to the Contractor.

8 STAFFING AND CONSULTANT QUALIFICATION





Government of the Kingdom of Eswatini

CONTRACT FOR ARCHITECTURAL SERVICES

Small Assignments

Lump-Sum Payments

**Detailed Design and Contract Supervision of Mawala Hall Refurbishment and
the Siteki Market Handcraft Center.**

between

Siteki Town Council

And

.....
PROCUREMENT NUMBER: TENDER NO. SITEKI/WORKS/008/2021-22

Dated:

CONTRACT FOR ARCHITECTURAL SERVICES

SMALL ASSIGNMENTS

LUMP-SUM PAYMENTS



CONTRACT

THIS CONTRACT (“Contract”) is entered into by and between **Siteki Town Council** (“the Client”) having its principal place of business at **_Siteki Urban Area, Plot 93, Jacaranda Avenue**, and (“the Architect”) having its principal office located at

WHEREAS, the Siteki Town Council wishes the Architect perform the services hereinafter referred to, and

WHEREAS, the Architect is willing to perform these services,

NOW THEREFORE THE PARTIES hereby agree as follows:

- 1. Services**
- (i) The Architect shall perform the services specified in Annex A, “Terms of Reference and Scope of Services,” which is made an integral part of this Contract (“the Services”).
 - (ii) The Architect shall provide the personnel listed in Annex B, “Architect’s Personnel,” to perform the Services.
 - (iii) The Architect shall submit to the Siteki Town Council the reports in the form and within the time periods specified in Annex C, “Architect’s Reporting Obligations.”
- 2. Term**
- The Architect shall perform the Services during the period commencing and continuing until, or any other period as may be subsequently agreed by the parties in writing.



3. Payment

A. Ceiling

For Services rendered pursuant to Annex A, the Siteki Town Council shall pay the Architect an amount not to exceed E..... (VAT inclusive) This amount has been established based on the understanding that it includes all of the Architect 's costs and profits as well as any tax obligation that may be imposed on the Architect.

B. Schedule of Payments

The schedule of payments is specified below:

Design Stage

- On submission of the Inception Report
20%
- On submission of the Detailed Design Report
20%
- On Submission of Final bidding documents
40%
- On submission of Bid evaluation report
20%

Contract Supervision

- Equal Monthly payments for the duration of the supervision of the contract.

E..... Total vat Inclusive

C. Payment Conditions

Payment shall be made in Emalangeni, no later than 45 days following submission by the Consultant of invoices in duplicate to the coordinator designated in paragraph 4.



- 4. Project Administration**
- A. Coordinator.
The Siteki Town Council designates as the Siteki Town Council's Coordinator; the coordinator will be responsible for the coordination of activities under this Contract, for acceptance and approval of the reports and of other deliverables by the Siteki Town Council and for receiving and approving invoices for the payment.
- B. Reports.
The reports listed in Annex C, "Architect 's Reporting Obligations," shall be submitted in the course of the assignment, and will constitute the basis for the payments to be made under paragraph 3.
- 5. Performance Standards** The Architect undertakes to perform the Services with the highest standards of professional and ethical competence and integrity. The Architect shall promptly replace any employees assigned under this Contract that the Siteki Town Council considers unsatisfactory.
- 6. Confidentiality** The Architects 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 Siteki Town Council's business or operations without the prior written consent of the Siteki Town Council.
- 7. Ownership of Material** Any studies, reports or other material, graphic, software or otherwise, prepared by the Architect for the Siteki Town Council under the Contract shall belong to and remain the property of the Siteki Town Council. The Architect may retain a copy of such documents and software.



- 8. Consultant Not to be Engaged in Certain Activities** The Architect agrees that, during the term of this Contract and after its termination, the Architect and any entity affiliated with the Architect, shall be disqualified from providing goods, works or services (other than the Services and any continuation thereof) for any project resulting from or closely related to the Services.
- 9. Insurance** The Architect will be responsible for taking out any appropriate insurance coverage.
- 10. Assignment** The Architect shall not assign this Contract or sub-contract any portion of it without the Siteki Town Council's prior written consent.
- 11. Law Governing Contract and Language** The Contract shall be governed by the laws of the Kingdom of Eswatini and the language of the Contract shall be English.
- 12. Resolution of Disputes** Any dispute arising out of the Contract, which cannot be amicably settled between the parties, shall be referred to adjudication/arbitration in accordance with the laws of the Kingdom of Eswatini.

FOR THE SITEKI TOWN COUNCIL

FOR THE ARCHITECT

Signed by _____

Signed by _____

Title: _____

Title: _____



LIST OF ANNEXES

Annex A: Terms of Reference and Scope of Services

Annex B: Architect's Personnel

Annex C: Architect's Reporting Obligations

