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ESWATINI HOUSING BOARD

TENDER NO.1 OF 2024/2025 LEAD TECHNICAL ADVISOR

Eswatini Housing Board

5th Floor, Sibekelo Building No.2

Mbabane Office Park,

Mhlambanyatsi Road

Mbabane

Date of Issuance: 26th June 2024

Tender Submission date: 31st July 2024

Promoting home ownership by providing quality social housing products and services to the Swazi nation

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RFP NO.1 OF 2024/2025 LEAD TECHNICAL ADVISOR

Eswatini Housing Board (EHB) hereby invites interested local and regional consultants to submit proposals to be Lead Technical Advisor on the National Social Housing & Infrastructure Program.

The tender document can be downloaded from the EHB website www.ehb.co.sz and from ESPPRA website www.esppra.co.sz from **Wednesday, 26th June 2024 to Wednesday, 31st July 2024**. A non-refundable tender fee of E5,000.00 is to be deposited into the EHB account **62335193926** held with **FNB Mbabane**.

Tender documents must be returned to EHB and deposited in the designated tender box at the 5th floor Sibekelo Building No.2, Mbabane, EHB reception on or before **12:00 noon on Wednesday, 31st July 2024**. Tender submissions should be in a sealed envelope marked with the "**Tender name**" and addressed to "**The Secretary, EHB Tender Committee, P.O. Box 798 MBABANE**". A pre-proposal meeting will be conducted on **Wednesday, 10th July 2024 at 10:00 hours, details on the datasheet**.

Eswatini Housing Board does not bind itself to accept the lowest or any tender. Facsimile and Emailed tenders will **not** be considered.

Foreign companies wishing to submit proposals must comply with the provisions of Section 41 (1) of the Construction Industry Council Act No. 14 of 2013. For evaluation purposes a partnership of less than 30% share for local Swazi Firms will be considered non-compliant.

Tenderers must submit one (1) original and one (1) copy of the tender document. Both the original and copy of the tender document must contain the following documents:

- Valid Trading License or Equivalent
- Original and valid Tax Compliance Certificate or Equivalent
- Form J (for current Company Directors) or Equivalent
- Labor Compliance Certificate or Equivalent
- Eswatini National Provident Fund (ENPF) Compliance Certificate or equivalent
- Proof of payment of tender fee- E5,000
- Detailed company profile
- Three trade references from previous clients
- Colour copies of directors' identity documents
- Latest Audited Financial Statements not older than 12 months

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- Police clearance for company directors
- Power of Attorney
- Declaration of Eligibility
- Valid CIC Certificate for relevant category or Equivalent

The award will be made to the responsive tenderer with the lowest price. For further information contact the **Procurement Officer**, Ms. Cebile Dlamini at tendering@ehb.co.sz.

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SECTION 1 INSTRUCTION TO CONSULTANTS

1.1.Objective

The Lead Technical Advisor's main goal is to ensure a smooth and successful partnership between EHB (National Social Housing & Infrastructure Program) and DBSA in Eswatini. The Specific objectives are:

- Improve the effectiveness and efficiency of EHB to absorb and manage DBSA assistance through the strengthening of the managerial and operational capacities of EHB.
- Mobilize specialized expertise to meet specific needs in the priority areas of the program between EHB & DBSA, including the monitoring, evaluating, and communicating to stakeholders.

1.2.Definitions

"Client" means Eswatini Housing Board

"Consultant" means any entity or person that may provide or provides the Services to the Client under the Contract

"Contract" means the Contract signed by the Parties and all the attached documents that is the General Conditions (GC), the Special Conditions (SC), and the Appendices

"Data Sheet" means such part of the Instructions to Consultants used to reflect specific assignment conditions

"Day" means calendar day

"Instructions to Consultants" means the document which provides Consultants with all information needed to prepare their Proposals

"Personnel" means professionals and support staff provided by the Consultant or by any Sub-Consultant and assigned to perform the Services or any part thereof;

"Foreign Personnel" means such professionals and support staff who at the time of being so provided had their domicile outside Eswatini;

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“Local Personnel” means such professionals and support staff who at the time of being so provided had their domicile inside Eswatini

“Proposal” means the Technical Proposal and the Financial Proposal

“RFP” means this Request For Proposals

“Services” means the work to be performed by the Consultant pursuant to the Contract

“Sub-Consultant” means any person or entity with whom the Consultant subcontracts any part of the Services

“Terms of Reference” (TOR) means the document included in the RFP which explains the objectives, scope of work, activities, tasks to be performed, respective responsibilities of the Client and the Consultant, and expected results and deliverables of the assignment.

1.3.Introduction

- 1.3.1 The Client named in the Data Sheet will select a consulting firm/organization (the Consultant) in accordance with the method of selection specified in the Data Sheet.
- 1.3.2 Consultants are invited to submit a Technical Proposal and a Financial Proposal for consulting services required for the assignment named in the Data Sheet. The Proposal will be the basis for contract negotiations and ultimately for a signed Contract with the selected Consultant.
- 1.3.3 Consultants should familiarize themselves with local conditions and take them into account in preparing their Proposals. To obtain first-hand information on the assignment and local conditions, Consultants are encouraged to attend a pre-proposal meeting if one is specified in the Data Sheet.
- 1.3.4 The Client will timely provide at no cost to the Consultants the inputs and facilities specified in the Data Sheet and make available relevant project data and reports.
- 1.3.5 Consultants shall bear all costs associated with the preparation and submission of their proposals and contract negotiation. The Client is not bound to accept any proposal and reserves the right to annul the selection process at any time prior to Contract award, without thereby incurring any liability to the Consultants.

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1.4 Conflict of Interest

1.4.1 Consultants are required to provide professional, objective, and impartial advice and at all times hold the Client's interests paramount, strictly avoid conflicts with other assignments or their own corporate interests and act without any consideration for future work.

1.4.2 Without limitation on the generality of the foregoing, Consultants, and any of their affiliates, shall be considered to have a conflict of interest and shall not be recruited, under any of the circumstances set forth below:

a) A Consultant (including its Personnel and Sub-Consultants) or any of its affiliates shall not be hired for any assignment that, by its nature, may be in conflict with another assignment of the Consultant to be executed for the same or for another Client. For example, a Consultant hired to prepare engineering design for an infrastructure project shall not be engaged to prepare an independent environmental assessment for the same project, and a Consultant assisting a Client in the privatization of public assets shall not purchase, nor advise purchasers of, such assets. Similarly, a Consultant hired to prepare Terms of Reference for an assignment should not be hired for the assignment in question.

b) A Consultant (including its Personnel and Sub-Consultants) that has a business or family (parents, spouse(s) and children including adopted children) relationship with a member of the Client's staff who is directly or indirectly involved in any part of (i) the preparation of the Terms of Reference of the assignment, (ii) the selection process for such assignment, or (iii) supervision of the Contract, may not be awarded a Contract.

1.4.3 Consultants have an obligation to disclose any situation of actual or potential conflict that impacts their capacity to serve the best interest of their Client, or that may reasonably be perceived as having this effect. Failure to disclose said situations may lead to the disqualification of the Consultant or the termination of its Contract.

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1.5 Validity

The Data Sheet indicates how long Consultants' Proposals must remain valid after the submission date. During this period, Consultants shall maintain the availability of Professional staff nominated in the Proposal. The Client will make its best effort to complete negotiations within this period. Should the need arise, however, the Client may request Consultants to extend the validity period of their proposals.

Consultants who agree to such extension shall confirm that they maintain the availability of the Professional staff nominated in the Proposal, or in their confirmation of extension of validity of the Proposal, Consultants could submit new staff in replacement, who would be considered in the final evaluation for contract award. Consultants who do not agree have the right to refuse to extend the validity of their Proposals.

1.6 Clarification and Amendment of RFP Documents

1.6.1 Consultants may request 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, or by standard electronic means to the Client's address indicated in the Data Sheet. The Client will respond in writing, or by standard electronic means, and will send written copies of the response (including an explanation of the query but without identifying the source of inquiry) to all Consultants. Should the Client deem it necessary to amend the RFP due to a clarification, it shall follow the procedure detailed below.

1.6.2 At any time before the submission of Proposals, the Client may amend the RFP by issuing an addendum in writing or by standard electronic means. The addendum shall be publicly published and will be binding. Consultants shall acknowledge receipt of all amendments. To give Consultants reasonable time in which to take an amendment into account in their Proposals the Client may, if the amendment is substantial, extend the deadline for the submission of Proposals.

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1.7 Preparation of Proposals

- 1.7.1 The Proposal, as well as all related correspondence exchanged by the Consultants and the Client, shall be written in the English language.
- 1.7.2 In preparing their Proposal, Consultants are expected to examine in detail the documents comprising the RFP. Material deficiencies in providing the information requested may result in rejection of a Proposal.
- 1.7.3 While preparing the Technical Proposal, Consultants must also give particular attention to the following.
- (a) The estimated period for executing the assignment shall be shown in the Data Sheet.
 - (b) Alternative professional staff shall not be proposed, and only one curriculum vitae (CV) may be submitted for each position.

1.8 Preparation of The Technical Proposal

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

- (a) For the Technical Proposal a brief description of the Consultants' organization and an outline of recent experience of the Consultants and, in the case of joint venture, for each partner, on assignments of a similar nature is required in Form TECH-2. For each assignment, the outline should indicate the names of Sub-Consultants/ Professional staff who participated, duration of the assignment, contract amount, and Consultant's involvement. Information should be provided only for those assignments for which the Consultant was legally contracted as a corporation or as one of the major firms within a joint venture. Assignments completed by individual Professional staff working privately or through other consulting firms cannot be claimed as the experience of the Consultant, or that of the Consultant's associates, but can be claimed by the Professional staff themselves in their CVs. Consultants should be prepared to substantiate the claimed experience if so requested by the Client.

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(b) Comments and suggestions on the Terms of Reference including workable suggestions that could improve the quality/ effectiveness of the assignment; and on requirements for counterpart staff and facilities including: administrative support, office space, local transportation, equipment, data, etc. to be provided by the Client (Form TECH-3).

(c) A description of the approach, methodology and work plan for performing the assignment covering the following subjects: technical approach and methodology, work plan, and organization and staffing schedule. Guidance on the content of this section of the Technical Proposals is provided under Form TECH-4

(d) The list of the proposed Professional staff team by area of expertise, the position that would be assigned to each staff team member, and their tasks (Form TECH-5).

(e) The proposed work plan should be captured in TECH-7

(f) CVs of the Professional staff signed by the staff themselves or by the authorized representative of the Professional Staff (Form TECH-6).

(g) Declaration of Conflict of Interest (Form TECH – 8) all Consultants must fill in the Declaration of Interest Form.

1.9 Preparation of The Financial Proposal

The Technical Proposal shall not include any financial information. A Technical Proposal containing financial information shall be declared non-responsive.

1.9.1 The Financial Proposal shall be prepared using the attached Standard Forms. It shall list all costs associated with the assignment, including (a) remuneration for staff (foreign and local, in the field and at the Consultants' home office), and (b) reimbursable expenses. If appropriate, these costs should be broken down by activity and, if appropriate, into foreign and local expenditures.

1.9.2 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.

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- 1.9.3 The Consultant shall be subject to local taxes such as withholding taxes where applicable. Prices quoted are to be inclusive of all taxes.
- 1.9.4 Consultants must express the price of their services in Emalangeni (Form FIN-1) unless otherwise specified in the Data Sheet.

1.10 Submission, Receipt, And Opening of Proposals

- 1.10.1 The original proposal (Technical Proposal and Financial Proposal) shall contain no interlineations or overwriting, except as necessary to correct errors made by the Consultants themselves. The person who signed the proposal must initial such corrections. Submission letters for both Technical and Financial Proposals should respectively be in the format of TECH-1 and FIN-1
- 1.10.2 An authorized representative of the Consultants shall initial all pages of the original Technical and Financial Proposals. The authorization shall be in the form of a written power of attorney accompanying the Proposal or in any other form demonstrating that the representative has been duly authorized to sign. The signed Technical and Financial Proposals shall be marked "Original".
- 1.10.3 The Technical Proposal shall be marked "Original" or "Copy" as appropriate. The Technical Proposals shall be sent to the addresses referred to in para 12.1 (of which document) and in the number of copies indicated in the Data Sheet. All required copies of the Technical Proposal are to be made from the original. If there are discrepancies between the original and the copies of the Technical Proposal, the original governs.

1.11 Latest Date for Submission

- 1.11.1 The Proposals must be sent to the address/addresses indicated in the Data Sheet and received by the Client no later than the time and the date indicated in the Data Sheet, or any extension to this date. Any proposal received by the Client after the deadline for submission shall be returned unopened.
- 1.11.2 A tenderer may modify or withdraw the tender prior to the deadline for the submission of tenders.

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1.12 Opening Of Technical Proposals

1.12.1 The Client shall open publicly in the presence of Consultants' representatives who choose to attend, the Technical Proposal immediately after the deadline for their submission. The envelopes with the Financial Proposal shall remain sealed and securely stored.

1.12.2 From the time the Proposals are opened to the time the Contract is awarded, the Consultants should not contact the Client on any matter related to its Technical and/or Financial Proposal. Any effort by Consultants to influence the Client in the examination, evaluation, ranking of Proposals, and recommendation for award of Contract may result in the rejection of the Consultants' Proposal.

1.12.3 Evaluators of Technical Proposals shall have no access to the Financial Proposals until the technical evaluation is concluded.

1.13 Evaluation of The Technical Proposals (Quality And Cost Basis)

1.13.1 The evaluation committee shall evaluate the Technical Proposals on the basis of their responsiveness to the Terms of Reference, applying the evaluation criteria, sub-criteria, and point system specified in the Data Sheet. A key element will be past performance measured where possible against the Consultants delivery of projects to specification, on time and to agreed price, or their contribution to the delivery of projects. Each responsive Proposal will be given a technical score (St). 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.

1.13.2 After the technical evaluation is completed and the Tender Committee has provided its approval, the Client 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

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responsive to the RFP and TOR, that their Financial Proposals will be returned unopened after completing the selection process.

1.13.3 The Client shall simultaneously notify in writing the Consultants that have secured the minimum qualifying mark, the date, time and location for opening the Financial Proposals. 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.

1.14 Opening Of Financial Proposals

Financial Proposals shall be opened publicly in the presence of the Consultants' representatives who choose to attend. The name of the Consultants and the technical scores of the Consultants shall be read aloud. The Financial Proposal of the Consultants who meet the minimum qualifying mark will then be inspected to confirm that they have remained sealed and unopened. These Financial Proposals shall then be opened, and the total prices read aloud and recorded. A Copy of the record shall be sent to all Consultants who request it.

1.15 Evaluation Of Financial Proposals

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 former 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.

1.16 Combined Technical And Financial Evaluation (Quality Cost Based)

The lowest evaluated Financial Proposal (Fm) will be given the maximum financial score (Sf) of 100 points. The financial scores (Sf) of the other Financial Proposals will be computed as indicated in the Data Sheet. Proposals will be ranked according to their combined technical (St) and financial (Sf) scores using the weights (T = the weight given to the Technical Proposal; P = the weight given to the Financial Proposal; T + P = 1) indicated in the Data Sheet: $S = St \times T\% + Sf \times P\%$.

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The firm achieving the highest combined technical and financial score may be invited for negotiations.

1.17 Technical Negotiations

Negotiations will include a discussion of the Technical Proposal, the proposed technical approach and methodology, work plan and organization and staffing, and any suggestions made by the Consultant to improve the Terms of Reference. The Client and the Consultants will finalize the Terms of Reference, staffing schedule, work schedule, logistics, and reporting. These documents will then be incorporated in the Contract as "Description of Services". Special attention will be paid to clearly defining the inputs and facilities required from the Client to ensure satisfactory implementation of the assignment. The Client shall prepare minutes of negotiations which will be signed by the Client and the Consultant.

1.18 Financial Negotiations

1.18.1 If applicable, it is the responsibility of the Consultant, before starting financial negotiations, to contact the local tax authorities to determine the local tax amount to be paid by the Consultant under the Contract.

1.18.2 Unless there are exceptional reasons, the financial negotiations will involve neither the remuneration rates for staff nor other proposed unit rates.

1.18.3 Having selected the Consultant on the basis of, among other things, an evaluation of proposed Professional staff, the Client expects to negotiate a Contract on the basis of the Professional staff named in the Proposal. Before contract negotiations, the Client will require assurances that the Professional staff will be actually available. The Client will not consider substitutions during contract negotiations unless both parties agree that undue delay in the selection process made such substitution unavoidable or for reasons such as death or medical incapacity. If this is not the case and if it is established that Professional staff were offered in the proposal without confirming their availability, the Consultant may be disqualified. Any proposed substitute shall have equivalent or better qualifications and

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experience than the original candidate and be submitted by the Consultant within the period of time specified in the letter of invitation to negotiate.

1.18.4 Negotiations will conclude with a review of the draft Contract. To complete negotiations the Client and the Consultant will initial the agreed Contract. If negotiations fail, the Client will invite the Consultant whose Proposal received the second highest score to negotiate a Contract.

1.18.5 After completing negotiations, the Client shall award the Contract to the selected Consultant, and promptly notify all other Consultants who have submitted proposals. After Contract signature, the Client shall return the unopened Financial Proposals to the unsuccessful Consultants.

1.18.6 The Consultant is expected to commence the assignment on the date and at the location specified in the Data Sheet.

1.18.7 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.

1.19 Notice of Intention To Award

A Notice of Intention to Award in terms of Section 45 of the Public Procurement Act 2011 will be published on ESPPRA website and will be emailed to all bidders. EHB will allow a period of at least ten (10) working days to elapse from the date of dispatch and publication of the notice before a contract is awarded.

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SECTION 2. TENDER DATA SHEET

Paragraph Reference	RFP No.1 OF 2024/2025 Lead Technical Advisor
2.1 Selection Method	<p>Name of the Client: Eswatini Housing Board</p> <p>Method of selection: Quality and Cost Basis</p>
2.2 Scope	<p>Scope of work (<i>see detailed TORs on Annexure A</i>):</p> <p>PHASE I: DUE DILIGENCE</p> <p>During the due diligence phase, the LTA is required to provide a due diligence report that will provide a risk assessment and recommendations for actions and improvements required to improve the readiness of the projects, by considering the sections below.</p> <p>1. Stakeholders Project Structure (Organizational structure of the project and construction teams)</p> <p>Review of the profile as well as the relevant technical and financial track record/ capabilities of the following key parties (as applicable) in the project:</p> <ul style="list-style-type: none"> • Main contractors • Design & Construction Subcontractors • Project and Programme Managers • Quantity Surveyors • Electrical and Mechanical Engineers • Architects • Civil and Structural Engineers • Environmental Consultant Contractors • Suppliers of equipment and building materials including the procurement and supply strategy <p>2. Engineering & Design</p> <ul style="list-style-type: none"> • Carry out a high-level review of the designs to opine on whether it is fit for purpose given the stage of the project and any risk transfer mechanisms that should be contemplated. • Review the various designs to opine on whether there are any risks to the success of the project and comment on any improvements that may be recommended.

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- Comment on the risks associated with the site conditions, local surroundings and the approvals required to deliver the various projects.
- Commenting on utilities assessment and the adequacy of necessary infrastructure, including geology, water, electricity, road, gas and sewers and effluents, access roads, materials, foundations, surface, etc.
- Architecture - Confirm that all the designs are compliant with the relevant design principles, planning guidelines and standards.
- Geology & Geotechnical Structural Engineering
 - Foundations
 - Soil Properties and Groundwater conditions
- Civil engineering - including but not limited to overall drawing status of the designs, bulk earthworks, sewage reticulation and stormwater attenuation assessment.
- Green building – comment on the level of green technology introduced into the design of the units and make recommendations on further green elements that may be considered.

3. Major Contracts

Review the major agreements and provide technical comments on any inconsistencies in the principal terms/ technical risks that may arise and that may impact the timely completion of the projects or its costs and/or the ability of the project to meet the specifications, performance or any other technical requirements.

- Risk allocation - comment on the reasonableness of the risk allocation in the various contracts, i.e. are risks allocated to parties best placed to manage the risk.
- Comment on the adequacy of guarantees and warranties included in the contracts.

4. Cost Review

Review the technical and related costing assumptions and opine on whether the costing is appropriately aligned with current market norms (benchmarking) and determine whether the implementation plan is in line with overall management strategy and objectives.

- Organisation of the construction team(s)
- Construction methodology
- Planning consents & permits
- Environmental impact assessment (where required)
- Quality & safety

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- Construction program.
- Construction/ project cost benchmarking (e.g. cost per m2) against similar constructions
- Equipment and building materials
- IT infrastructure
- Professional team fees
- Contingencies

5. Licenses & Permits

Review whether each project is compliant with all planning, environmental and permitting including:

- Regulation
- Key regulatory environment
- Zoning and Title Deed
- Local government requirements
- Municipal requirements
- Environmental authorisation
- Trade union involvement (if applicable)

6. Environmental and Social

Review all relevant documentation including:

- Environmental and Social Impact Assessment (ESIA) and Environmental and Social Management Plan (ESMP).
- All environmental permits, approvals and licenses which are required.
- Rehabilitation issues, social impact policies and management plans.
- General compliance with the Equator Principles, including relevant IFC Performance Standards.
 - Assessment and Management of Environmental and Social Risks and Impacts
 - Labour and Working Conditions
 - Resource Efficiency and Pollution Prevention
 - Community Health, Safety & Security
 - Land Acquisition and Involuntary Resettlement
 - Biodiversity Conservation and Sustainable Management of Living Natural Resources
 - Indigenous Peoples
 - Cultural Heritage
- Health and Safety Plan
- Skills development initiatives: training plans, team responsible

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	<ul style="list-style-type: none"> Environment Management Plan Recycling policies <p>PHASE II: IMPLEMENTATION PHASE</p> <p>1. Construction scope</p> <p>Independently Monitor Progress on each project relative to the baseline construction schedule and budget. Perform Project visits in order to independently ascertain the progress of the construction works; the LTA shall report on actual versus planned progress and shall opine on any impact to the project completion date and on any contingency plans, either required or in place.</p> <ul style="list-style-type: none"> Opine on delays and possible cost overruns. Report on material risks and fatal flaws. Report on the compliance of the quality of work with the relevant building codes Assess the availability and quality of the construction materials. Assess availability and adequacy of bulk services (water, electricity, sanitation etc.). Assess the adequacy of personnel on each project Report on health, safety and security of each project. Report on any deviations from approved designs. Make recommendations on all issues identified per project and provide feedback on how the recommendations have been addressed. Report on the compliance of the building to fire safety regulations. Assess and report on the quality of all internal and exterior finishings. Opine on invoices prior to submission to MoF for payment. Submit monthly monitoring reports on construction progress for each project to the DBSA providing feedback on the above
2.3 Pre-Proposal Meeting	A pre-proposal meeting will be held: Wednesday, 10th July 2024 at 10:00 Hours virtually, meeting link can be requested from the EHB Tender Committee Secretary via email: tendering@ehb.co.sz before Tuesday 9 ^h July 2024, 12:00 noon.
2.4 Client Facilities	Not applicable

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2.5 Validity	Proposals must remain valid for 90 (ninety) days after the tender closing date.
2.6 Clarifications	Clarifications may be requested not later than 16:00 on Friday, 19th July 2024. The email for requesting clarifications is: tendering@ehb.co.sz
2.7 Statutory Documents	<ul style="list-style-type: none"> • Valid Trading License or Equivalent • Original and valid Tax Compliance Certificate or Equivalent • Form J (for current Company Directors) or Equivalent • Labor Compliance Certificate or Equivalent • Eswatini National Provident Fund (ENPF) Compliance Certificate or equivalent • Proof of payment of tender fee- E5,000 • Detailed company profile • Three trade reference from previous clients • Colour copies of directors' identity documents • Latest Audited Financial Statements not older than 12 months • Police clearance for company directors • Power of Attorney • Declaration of Eligibility • Valid CIC Certificate for relevant category or Equivalent
2.8 Taxes	<p>Taxes: All consultants must take note that a withholding tax of 15% on the gross amount paid shall be deducted from payments made to non-Swazi residents companies/contractors in respect of services performed in Eswatini.</p> <p>Information on taxes may be obtained from the following:</p> <p>The Commissioner General Eswatini Revenue Services P.O. Box 186 Mbabane Kingdom of Eswatini Tel. 24064050</p>
2.9 Project Duration	The estimated period required for the assignment is: 3 Years
2.10 Training	Training is a specific component of this assignment: No

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2.11 Currency	The currency to be used in the Financial Proposal is Eswatini Emalangeneni (SZL).								
2.12 Submission	<p>The Proposal submission address:</p> <p>Tender document must be submitted to EHB and deposited in the designated tender box at the 5th Floor, Sibekelo Building No. 2, Mbabane Office Park, Mhlambanyatsi Road, Mbabane, Eswatini, EHB reception on or before 12:00 noon the 31st July 2024</p> <p>Tender submissions should be in a sealed envelope marked RFP No.1 OF 2024/2025 Lead Technical Advisor addressed to "The Secretary EHB Tender Committee, P.O. Box 798 MBABANE".</p> <p>An envelope for a Financial Proposal and a separate envelope for a Technical Proposal to be put in one outer envelope and submitted together.</p> <p>Late or telefax tenders will not be accepted.</p>								
2.13 Scoring Criteria	<p>Scoring Criteria:</p> <table><tr><th>sub-criteria, and points for the evaluation of Technical Proposals</th><th>Points</th></tr><tr><td><p>(i) Specific experience of the Consultant relevant to the assignment:</p><p>Experience on similar program worth +E500 Million</p><ul style="list-style-type: none"><i>A detailed reference list (a minimum of 2 projects) stating similar work undertaken in the past ten (10) years, accompanied by a reference letter</i><i>state the size of the project, duration, roles and responsibilities</i><i>The total cost of the work done worth +E500 Million.</i></td><td>30</td></tr><tr><td><p>(ii) Adequacy of the proposed methodology in responding to the Terms of Reference:</p><p>a) Technical approach and methodology (10) <i>Technical approach, and methodology in understanding the terms of reference.</i></p><p>b) Work plan (5) <i>A detailed work plan detailing the main activities including scheduling for this assignment</i></p><p>c) Organization and staffing (5)</p></td><td>20</td></tr></table>			sub-criteria, and points for the evaluation of Technical Proposals	Points	<p>(i) Specific experience of the Consultant relevant to the assignment:</p> <p>Experience on similar program worth +E500 Million</p> <ul style="list-style-type: none"><i>A detailed reference list (a minimum of 2 projects) stating similar work undertaken in the past ten (10) years, accompanied by a reference letter</i><i>state the size of the project, duration, roles and responsibilities</i><i>The total cost of the work done worth +E500 Million.</i>	30	<p>(ii) Adequacy of the proposed methodology in responding to the Terms of Reference:</p> <p>a) Technical approach and methodology (10) <i>Technical approach, and methodology in understanding the terms of reference.</i></p> <p>b) Work plan (5) <i>A detailed work plan detailing the main activities including scheduling for this assignment</i></p> <p>c) Organization and staffing (5)</p>	20
sub-criteria, and points for the evaluation of Technical Proposals	Points								
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	<i>The structure and composition of the team. The consultant should list the main disciplines of the assignment, the key expert responsible, and proposed technical and support staff. Backstopping and support staff costs must be included in the fee rates.</i>	
	(iii) Qualifications and competence of the key personnel for the assignment: <i>Tenderers shall list all individuals (including all backstopping) that will be involved in this assignment and describe, in brief, their professional and/or academic background as well as their experience in executing similar projects.</i> a) Team Leader/Specialist (20) b) Other Specialists (20)	40
	(iv) Participation by Eswatini Nationals among proposed Team (10) <i>Demonstrate a degree of full inclusion of technically qualified Nationals within the Consultants teams and furthermore how these Nationals must be integrated into all the facets of the consultancy services process for training purposes. For evaluation purposes a partnership of less than 30% share for local Swazi Firms will be considered non-compliant.</i>	10
	Total Technical Points	100
2.14 Minimum Technical Score	The minimum technical score required to pass is: 70	
2.15 Weighting	<p>The formula for determining the financial scores is the following: $S_f = 100 \times F_m / F$, in which S_f is the financial score, F_m is the lowest price and F the price of the proposal under consideration.</p> <p>The weights given to the Technical and Financial Proposals are: $T = 0.75$, and $P = 0.25$</p>	
2.16 Contract Negotiations	Expected date for contract negotiations: Friday, 20th September 2024	

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2.17 Commencement Date	Expected date for commencement of consulting services: 1st October 2024.
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SECTION 3. TECHNICAL PROPOSAL STANDARD FORMS
FORM TECH-1 TECHNICAL PROPOSAL SUBMISSION FORM

[Address, Date]

To: Tender Committee Secretary
Eswatini Housing Board
P.O. Box 798
Mbabane

Dear Sir/ Madam,

We, the undersigned, offer to provide the consulting services for [>>>>] in accordance with your Request for Proposal dated [Insert Date] and our Proposal. We are hereby submitting our Proposal, which includes this Technical Proposal, and a Financial Proposal sealed under a separate envelope.

We are submitting our Proposal in association with: [Insert a list with full name and address of Consultant or each associated Consultant]

We hereby declare that all the information and statements made in this Proposal are true and accept that any misinterpretation contained in it may lead to our disqualification.

If negotiations are held during the period of validity of the Proposal, i.e., before the date indicated in Paragraph Reference 1.5 of the Data Sheet, we undertake to negotiate on the basis of the proposed staff. Our Proposal is binding upon us and subject to the modifications resulting from Contract negotiations.

We undertake, if our Proposal is accepted, to initiate the consulting services related to the assignment not later than the date indicated in Paragraph Reference 2.7 of the Data Sheet.

We understand you are not bound to accept any Proposal you receive.

Yours sincerely,

Authorized Signature [*In full and initials*]: _____
Name and Title of Signatory: _____
Name of Consultant: _____
Address: _____

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FORM TECH-2 CONSULTANT'S ORGANIZATION AND EXPERIENCE

A - Consultant's Organization

[A brief description of the Consultants' organization]

B - Consultant's Experience

[Using the format below, provide information on each assignment for which your firm, and each associate for this assignment, was legally contracted either individually as a corporate entity or as one of the major companies within an association, for carrying out consulting services similar to the ones requested under this assignment. The experience **must** be relevant to the Scope of Services. Use not more than 5 pages.]

Assignment name:	Approx. value of the services provided by your firm under the contract (in current Emalangen):
Country: Location within country:	Duration of assignment (months):
Name of Client:	Name of senior professional staff of your firm involved and functions performed (indicate most significant profiles such as Project Director/Coordinator, Team Leader):
Address:	Name of associated Consultants, if any:
Start date (month/year): Completion date (month/year):	
Narrative description of Project:	
Description of actual services provided by your staff within the assignment:	
Was the Project delivered 'to specification, on time and to budget'? What was the Consultant's role in delivering the project 'to specification, on time and to budget'?	

Firm's Name: _____

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**FORM TECH-3 COMMENTS AND SUGGESTIONS ON THE TERMS OF REFERENCE
AND ON ANY PERSONNEL, EQUIPMENT, FACILITIES AND SERVICES TO BE
PROVIDED BY THE PROCURING ENTITY OR THE STAKEHOLDERS**

A - On the Terms of Reference

Present and justify here any modifications or improvement to the Scope of Services you are proposing to improve performance in carrying out the assignment (such as deleting some activity you consider unnecessary, or adding another, or proposing a different phasing of the activities. Such suggestions should be concise and to the point, and incorporated in your Proposal.

B - On any Personnel, Equipment, Facilities and Services to be provided by the Procuring Entity or other Stakeholders

Comment here on any personnel, equipment, facilities and services to be provided by the procuring entity or other stakeholders according to Paragraph Reference 1.4 of the Data Sheet including: administrative support, office space, local transportation, equipment, data, etc.

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**FORM TECH-4 DESCRIPTION OF APPROACH, METHODOLOGY AND WORK PLAN
FOR PERFORMING THE ASSIGNMENT**

Technical approach, methodology is a key component of the Technical Proposal. You are suggested to present your Technical Proposal divided into the following two chapters:

- a) Technical Approach and Methodology,
- b) Work Plan
- c) Organization and Staffing,

a) Technical Approach and Methodology. You should explain your understanding of the objectives of the assignment, approach to the services, methodology for carrying out the activities and obtaining the expected output, and the degree of detail of such output. You should highlight the problems being addressed and their importance, and explain the technical approach you would adopt to address them. You should also explain the methodologies you propose to adopt and highlight the compatibility of those methodologies with the proposed approach.

b) Work Plan. You should propose the main activities of the assignment, their content and duration, phasing and interrelations, milestones (including interim approvals by the Client), and delivery dates of the reports. The proposed work plan should be consistent with the technical approach and methodology, showing understanding of the TOR and ability to translate them into a feasible working plan. A list of the final documents, including reports, drawings, and tables to be delivered as final output, should be included here. The work plan should be consistent with the Work Schedule of Form TECH-7.

c) Organization and Staffing. You should propose the structure and composition of your team. You should list the main disciplines of the assignment, the key expert responsible, and proposed technical and support staff.]

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FORM TECH-6 CURRICULUM VITAE (CV) FOR PROPOSED PROFESSIONAL STAFF

1. **Proposed Position** *[only one candidate shall be nominated for each position]*: _____
2. **Name of Firm** *[Insert name of firm proposing the staff]*: _____

3. **Name of Staff** *[Insert full name]*: _____
4. **Date of Birth**: _____ **Nationality**: _____
5. **Education** *[Indicate college/university and other specialized education of staff member, giving names of institutions, degrees obtained, and dates of obtainment]*: _____

6. **Membership of relevant Professional Associations**: _____

7. **Other relevant Training** *[Indicate significant training since degrees under 5 - Education were obtained]*: _____

8. **Countries of Work Experience**: *[List countries where staff has worked in the last ten years]*: _____

9. **Languages** *[For each language indicate proficiency: good, fair, or poor in speaking, reading, and writing]*: _____

10. **Employment Record** *[Starting with present position, list in reverse order every employment held by staff member since graduation, giving for each employment (see format here below): dates of employment, name of employing organization, positions held.]*:
From *[Year]*: _____ To *[Year]*: _____

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Employer: _____

Positions held: _____

11. Detailed Tasks Assigned <p style="color: red;">[List all tasks to be performed under this assignment]</p>	12. Work Undertaken that Best Illustrates Capability to Handle the Tasks Assigned <p style="color: red;">[Among the assignments in which the staff has been involved, indicate the following information for those assignments that best illustrate staff capability to handle the tasks listed under point 11.]</p> <p>Name of assignment or project: _____</p> <p>Year: _____</p> <p>Location: _____</p> <p>Client: _____</p> <p>Main project features: _____</p> <p>Positions held: _____</p> <p>Activities performed: _____</p>
---	---

13. Certification:

I, the undersigned, certify that to the best of my knowledge and belief, this CV correctly describes myself, my qualifications, and my experience. I understand that any wilful misstatement described herein may lead to my disqualification or dismissal, if engaged.


[Signature of staff member or authorized representative of the staff] Date: _____
Day/Month/Year

Full name of authorized representative: _____

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- 1 Indicate all main activities of the assignment, including delivery of reports (e.g.: inception, interim, and final reports), and other benchmarks such as Client approvals. For phased assignments indicate activities, delivery of reports, and benchmarks separately for each phase.
- 2 Duration of activities shall be indicated in the form of a bar chart.

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FORM TECH-8 DECLARATION OF INTEREST

DECLARATION FORM

1. Any legal or natural person, excluding any permanent employee of EHB, may make an offer or offers in terms of this tender invitation. In view of possible allegations of favoritism. Should the resulting tender, or part thereof be awarded to-
 - a) Any person employed by the EHB in the capacity of supplier, consultant or service provider, or
 - b) Any person who acts on behalf of EHB
 - c) Any person who having kinship, including blood relationship, with a person employed by, or who acts on behalf of EHB; or
 - d) Any legal person which is in any way connected to any person contemplated in paragraph (a) , (b),or (c),

It is required that:

The Tenderer or his/her authorized representative shall at submission of the tender document declare his /her positions vis-à-vis EHB and/or take an oath declaring his/her interest, where it is known that any such relationships exists between the Tenderer and a person employed by EHB in any capacity.

1. Does such a relationship exist?

YES/NO

If YES, state particulars of all such relationships (if necessary, please add additional pages containing the required information)

NAME _____

POSITION _____

OFFICE WHERE EMPLOYED _____

TELEPHONE NUMBER _____

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RELATIONSHIP _____

NAME _____

POSITION _____

OFFICE WHERE EMPLOYED _____

TELEPHONE NUMBER _____

RELATIONSHIP _____

2. Failure on the part of the Tenderer to fill in and/or sign this certificate may be interpreted to mean an association as stipulated in paragraph 1, above, exists.
3. In the event of a contract being awarded to a Tenderer with an association as stipulated in paragraph 1, *above*, and it is subsequently known that false information was provided in response to the above question, EHB may, in addition to any other remedy it may have
 - Recover from the supplier all costs, losses or damages incurred or sustained by EHB as a result of the award of the contract; and/or
 - Cancel the contract and claim any damages, which EHB may suffer by having to make less favorable arrangements after such cancellation.

SIGNATURE OF DECLARANT TENDER NUMBER DATE

POSITION OF DECLARANT NAME OF COMPANY OR TENDERER

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FORM TECH-8 DECLARATION OF ELIGIBILITY

DECLARATION OF ELIGIBILITY (In Company Letterhead)

To: The Secretary of the Tender Committee

Eswatini Housing Board

P.O. Box 798 Mbabane

Dear Sirs,

Re: RFP TENDER NO. 1 of 2024/2025 LEAD TECHNICAL ADVISOR

We hereby declare that: -

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

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g) I/We are not subject to suspension in accordance with section 55, and none of its directors or officers have been involved in a tenderer or supplier currently subject to suspension.

Signed _____

Authorised Representative _____

Date _____

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SECTION 4. FINANCIAL PROPOSAL – STANDARD FORMS

Financial Proposal Standard Forms shall be used for the preparation of the Financial Proposal according to the instructions provided under para. 10 of the Instructions to Consultants.

FIN-1 Financial Proposal Submission Form

FIN-2 Summary of Costs

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FORM FIN-1 FINANCIAL PROPOSAL SUBMISSION FORM

To: Tender Committee Secretary
Eswatini Housing Board
P.O. Box 798
Mbabane

Dear Sir/ Madam

We, the undersigned, offer to provide the consulting services for **RFP TENDER NO. 1 of 2024/2025 LEAD TECHNICAL ADVISOR** in accordance with your Request for Proposal dated and our Technical Proposal. Our attached Financial Proposal is for the sum of **[Insert amount(s) in words and figures¹]**. This amount is inclusive of the local taxes.

Our Financial Proposal shall be binding upon us subject to the modifications resulting from Contract negotiations, up to expiration of the validity period of the Proposal.

We understand you are not bound to accept any Proposal you receive.

We remain,

Yours sincerely,

Authorized Signature [*In full and initials*]: _____

Name and Title of Signatory: _____

Name of Consultant: _____


Address: _____

- 1 Amounts must coincide with the ones indicated under Total Cost of Financial proposal in Form FIN-2.

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FORM FIN-2 SUMMARY OF COSTS

Item	Costs			
	Amount Excl. VAT	VAT	Amount Including VAT	
Total Costs of Financial Proposal				

Includes all taxes.

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SECTION 5 TENDER CHECKLIST

Confirm if the following items are all in order and sign off **(N.B All the documents listed below must be submitted as per below order)**

Item	Tick if in order
Valid Trading License or Equivalent	
Original and valid Tax Compliance Certificate or Equivalent	
Form J (for current Company Directors) or Equivalent	
Labor Compliance Certificate or Equivalent	
Eswatini National Provident Fund (ENPF) Compliance Certificate or equivalent	
Proof of payment of tender fee- E5,000	
Detailed company profile	
Three trade references from previous clients	
Colour copies of directors' identity documents	
Latest Audited Financial Statements not older than 12 months	
Police clearance for company directors	
Power of Attorney	
Declaration of Eligibility	
Valid CIC Certificate for relevant category or Equivalent	

I/we confirm that I/we have thoroughly read the tender document and completed all sections that needed to be filled and attached all required documents. I/we also certify that the information furnished in this tender is correct.

Name: _____


Signature: _____

Date: _____

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SECTION 6 EHB VENDOR LIST INFORMATION

1. Procurement Category

2. Contact Numbers

3. Company Directors

4. Contact Person

5. Physical Address

6. Email Address

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ANNEXTURE A- TERMS OF REFERENCE

Provision of Lead Technical Assistance to Support the National Housing & Infrastructure Program

1. OBJECTIVE, PURPOSE & EXPECTED RESULTS

1.1 Global objective

The global objective is to contribute to the planning, implementation, monitoring, coordination and success of the cooperation between EHB (National Housing & Infrastructure Program) and DBSA in the Kingdom of Eswatini.

1.2 Specific objectives

Improve the effectiveness and efficiency of EHB to absorb and manage DBSA assistance through the strengthening of the managerial and operational capacities of EHB.

Mobilize specialized expertise to meet specific needs in the priority areas of the program between EHB & DBSA, including the monitoring, evaluating and communicating to stakeholders.

1.3 Requested services, including suggested methodology

These Terms of Reference are drawn up for an assignment relating to Lead Technical Assistance services to the EHB for coordination and implementation of the National Housing & Infrastructure Program funded by DBSA, by liaising with project teams, DBSA, line Ministries and projects beneficiaries (individuals & civil servants).

1.4 Scope of Work

2.1 PHASE I: DUE DILIGENCE

During the due diligence phase, the LTA is required to provide a due diligence report that will provide a risk assessment and recommendations for actions and improvements required to improve the readiness of the projects, by considering the sections below.

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2.1.1 Stakeholders Project Structure (Organizational structure of the project and construction teams)

Review of the profile as well as the relevant technical and financial track record/ capabilities of the following key parties (as applicable) in the project:

- Main contractors
- Design & Construction Subcontractors
- Project and Programme Managers
- Quantity Surveyors
- Electrical and Mechanical Engineers
- Architects
- Civil and Structural Engineers
- Environmental Consultant Contractors
- Suppliers of equipment and building materials including the procurement and supply strategy

2.1.2 Engineering & Design

- Carry out a high-level review of the designs to opine on whether it is fit for purpose given the stage of the project and any risk transfer mechanisms that should be contemplated.
- Review the various designs to opine on whether there are any risks to the success of the project and comment on any improvements that may be recommended.
- Comment on the risks associated with the site conditions, local surroundings and the approvals required to deliver the various projects.
- Commenting on utilities assessment and the adequacy of necessary infrastructure, including geology, water, electricity, road, gas and sewers and effluents, access roads, materials, foundations, surface, etc.
- Architecture - Confirm that all the designs compliance with the relevant design principles, planning guidelines and standards.
- Geology & Geotechnical Structural Engineering
 - Foundations
 - Soil Properties and Groundwater conditions

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- Civil engineering - including but not limited to overall drawing status of the designs, bulk earthworks, sewage reticulation and stormwater attenuation assessment.
- Green building – comment on the level of green technology introduced into the design of the units and make recommendations on further green elements that may be considered.

2.1.3 Major Contracts

Review the major agreements and provide technical comments on any inconsistencies in the principal terms/ technical risks that may arise and that may impact the timely completion of the projects or its costs and/or the ability of the project to meet the specifications, performance or any other technical requirements.

- Risk allocation - comment on the reasonableness of the risk allocation in the various contracts, i.e. are risks allocated to parties best placed to manage the risk.
- Comment on the adequacy of guarantees and warranties included in the contracts.

2.1.4 Cost Review

Review the technical and related costing assumptions and opine on whether the costing is appropriately aligned with current market norms (benchmarking) and determine whether the implementation plan is in line with overall management strategy and objectives.

- Organisation of the construction team(s)
- Construction methodology
- Planning consents & permits
- Environmental impact assessment (where required)
- Quality & safety
- Construction program.
- Construction/ project cost benchmarking (e.g. cost per m2) against similar constructions
- Equipment and building materials
- IT infrastructure
- Professional team fees
- Contingencies

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2.1.5 Licenses & Permits

Review whether each project is compliant with all planning, environmental and permitting including:

- Regulation
- Key regulatory environment
- Zoning and Title Deed
- Local government requirements
- Municipal requirements
- Environmental authorisation
- Trade union involvement (if applicable)

2.1.6 Environmental and Social

Review all relevant documentation including:

- Environmental and Social Impact Assessment (ESIA) and Environmental and Social Management Plan (ESMP).
- All environmental permits, approvals and licenses which are required.
- Rehabilitation issues, social impact policies and management plans.
- General compliance with the Equator Principles, including relevant IFC Performance Standards.
 - Assessment and Management of Environmental and Social Risks and Impacts
 - Labour and Working Conditions
 - Resource Efficiency and Pollution Prevention
 - Community Health, Safety & Security
 - Land Acquisition and Involuntary Resettlement Biodiversity Conservation and Sustainable Management of Living Natural Resources
 - Indigenous Peoples
 - Cultural Heritage
- Health and Safety Plan
- Skills development initiatives: training plans, team responsible
- Environment Management Plan

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- Recycling policies

2.1.7 Required output

The key deliverables during the due diligence phase will be:

- Kick-off and debriefing meetings with EHB, Government Officials (IHP steering Committee, line Ministries), DBSA and other key stakeholders.
- 1x Red Flag / Fatal Flaws Report indicating key gaps and recommending action points to close the gaps;
- 2x Draft due diligence reports; and
- 1x Final due diligence report.

The duration of this phase is expected to be around 4 weeks

2.2 PHASE II: IMPLEMENTATION PHASE

1.2.1 Construction scope

- Independently Monitor Progress on each project relative to the baseline construction schedule and budget. Perform Project visits in order to independently ascertain the progress of the construction works; the LTA shall report on actual versus planned progress and shall opine on any impact to the project completion date and on any contingency plans, either required or in place.
- Opine on delays and possible cost overruns.
- Report on material risks and fatal flaws.
- Report on the compliance of the quality of work with the relevant building codes
- Assess the availability and quality of the construction materials.
- Assess availability and adequacy of bulk services (water, electricity, sanitation etc.).
- Assess the adequacy of personnel on each project.
- Report on health, safety and security of each project.
- Report on any deviations from approved designs.

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- Make recommendations on all issues identified per project and provide feedback on how the recommendations have been addressed.
- Report on the compliance of the building to fire safety regulations.
- Assess and report on the quality of all internal and exterior finishings.
- Opine on invoices prior to submission to MoF for payment.
- Submit monthly monitoring reports on construction progress for each project to the DBSA providing feedback on the above

1.2.2 Required outputs & reports

Project management, procurement, financial management

- Due diligence report of the National Housing & Infrastructure Program according to the relevant standard guidelines and procedures (CIC, ESPPRA, EEA, etc),
- Monitoring reports of the National Housing & Infrastructure Program.
- Certify monthly payments to the professional team and the contractors.

The contractor will submit the following reports in English:

Name of report	Content	Time of submission
Inception Report	Analysis of the existing situation and work plan of the mission	No later than 2 weeks after the start of implementation
Monthly progress reports	Short update of tasks implemented, problems encountered, and plans for the coming month	Every month after the start of the implementation.
6-month Progress Report	Short description of progress (technical and financial) including problems encountered; planned work for remaining months accompanied by an invoice and the expenditure verification report.	No later than 1 month after the end of the 6-month implementation period.
Annual Progress Report	Short description of progress (technical and financial) including problems encountered; planned work for remaining months.	No later than 1 month after the end of 1 year implementation period.
Draft Close out Report	Short description of achievements including problems encountered and recommendations.	No later than 1 month before the end of the implementation period.

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Closeout Report	Short description of achievements including problems encountered and recommendations; a final invoice accompanied by the final progress report and a final expenditure verification report.	Within 1 month of receiving comments on the draft final report from the Project Manager identified in the contract.
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All secretarial and other office-related costs (office rental, communications and report production) including logistical, transport and visa facilities are included in the fee rates.

1.6 Language of the Specific Contract

The language of the Specific contract shall be English.

1.7 Briefing Meetings

The consultant will hold a kick-off and debriefing meetings with EHB, Government Officials (IHP steering Committee, line Ministries), DBSA and other key stakeholders, which shall be required for the exercise, in the presence of members of the Consultant's management team in remote mode.

2. LOGISTICS AND TIMING

2.1. Location

The assignment shall take place in the Kingdom of Eswatini.

2.2. Start date and period of implementation

The intended periods:

Phase I: Due Diligence is 1st October 2024 to 31st October 2024

Phase II: Implementation 1st November 2024 to the 30th September 2027, duration 3 years.

****special conditions for the actual start date and period of implementation.*

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2.3 Experts Qualifications and Minimum Requirements

- The Consultant is expected to provide a Team Lead/ Specialist with relevant experience and qualifications. The roles and responsibilities of the key expert/ lead personnel are outlined below.

Team Lead/ Specialist

Education

- A minimum BSc Degree in the Built environment from a recognized University;
- Experience in Project Management/ administration
- Be a Registered Professional with a recognized accreditation body.

Experience

- Minimum ten (10) years experience as a registered professional
- Sound communication skills, both written and spoken
- Excellent command of the English language, both written and spoken.
- Sound understanding of contract administration & management
- Exposure of the management & administration of claims;

Responsibilities

- Sign off on contractors' claim certificates
- Conduct site visits to ascertain the compliance and direction of the program
- Manage and give technical direction to the program
- Lead, guide and support the on-site supervision team;
- Report directly to the EHB

Statutory Requirements:

- Valid Trading License or Equivalent
- Original and valid Tax Compliance Certificate or Equivalent
- Form J (for current Company Directors) or Equivalent
- Labor Compliance Certificate or Equivalent
- Eswatini National Provident Fund (ENPF) Compliance Certificate or equivalent
- Proof of payment of tender fee - E5,000
- Detailed company profile
- Three trade reference from previous clients

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- Colour copies of directors' identity documents
- Latest Audited Financial Statements not older than 12 months
- Police clearance for company directors
- Power of Attorney
- Declaration of Eligibility
- Valid CIC Certificate for relevant category or Equivalent

3. MONITORING AND EVALUATION

The required outputs are expected to be of high quality, meeting the set requirements of the ToRs, and responding to the input and comments from the EHB during the monitoring meetings and any ad-hoc request. The contractor is invited to revise/update indicators for monitoring projects' performance based on respective logical framework.

4. CONTRACTING AUTHORITY

Eswatini Housing Board

5. INCIDENTAL EXPENDITURE

The provision for incidental expenditure covers the following:

- International flights in economy class from place of residence to the location

Any incidental expense items of E5,000 need to be approved in advance by EHB. In any event, the service provider shall not incur more than E20,000 per month in such expenses without the prior written approval of the Client.

6. EXPENDITURE VERIFICATION

The expenditure verification report is required with a provision of E0.00.

7. FORM OF CONTRACT

Fixed Daily Rate Contract based on the daily fee charged by the Consultant team.

- **Standard Workday**
 - 9 hours (7am-5pm), during Weekdays.
 - Double the rate on public holidays, subject to prior-approved (observe Eswatini calendar)

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- **Minimum Hours:** there is no minimum number of hours required for billing at the full daily rate. Total billed hours will be prorated based on the number of hours worked.
- **Travel Days:** travel days/ hours will not be billed.
 - Road travel will be compensated based on the automobile allowance (AA) rates
 - Flights costs will be covered only on economy class
 - Incidental expenditures- Disbursements are reimbursable based on claims received.

8. TIME TRACKING AND APPROVAL:

Time Tracking Method: days worked will be tracked with a timesheet system. Timesheets will be submitted monthly accompanied by the invoice.

Client Approval: The client must approve the timesheet before the invoice is processed.

9. INVOICING AND PAYMENT:

- **Invoicing Schedule:** Invoices will be processed monthly based on work done.
- **Payment Terms:** Upon receipt of a valid invoice (fully approved), net 30 days.
- **Payment Methods:** Payments will be processed directly to the consultant's account via wire transfer.

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GENERAL CONDITIONS OF CONTRACT

1. GENERAL PROVISIONS

1.1 Definitions

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

- a) "Applicable Law" means the laws and any other instruments having the force of law in Eswatini, as they may be issued and in force from time to time.
- b) "Consultant" means any private or public entity that will provide the Services to the Client under the Contract.
- c) "Contract" means the Contract signed by the Parties and all the attached documents listed in its Clause 1, that is these General Conditions (GCC), the Special Conditions (SCC), and the Appendices.
- d) "Contract Price" means the price to be paid for the performance of the Services, in accordance with Clause 6;
- e) "Daily rate" means the set fee charged for a single day of work.
- 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) "Government" means the Government of Eswatini
- i) "Local Currency" means Emalangeni.
- j) "Member" means any of the entities that make up the joint venture/consortium/association, and "Members" means all these entities.
- k) "Party" means the Client or the Consultant, as the case may be, and "Parties" means both of them.

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- l) "Personnel" means persons hired by the Consultant or by any Sub- Consultants and assigned to the performance of the Services or any part thereof.
- m) "SCC" means the Special Conditions of Contract by which the GCC may be amended or supplemented.
- n) "Services" means the work to be performed by the Consultant pursuant to this Contract, as described in the TORs.
- o) "Sub-Consultants" means any person or entity to whom/which the Consultant 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.

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.

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1.5 Location

The Services shall be performed at such locations as are specified in the TORs hereto and, where the location of a particular task is not so specified, at such locations, whether in Eswatini or elsewhere, as the Client may approve.

1.6 Authority of Member in Charge

In case the Consultant consists of a joint venture/ consortium/ association of more than one entity, the Members hereby authorize the entity specified in the SCC to act on their behalf in exercising all the Consultant's rights and obligations towards the Client under this Contract, including without limitation the receiving of instructions and payments from the Client.

1.7 Authorized Representatives

Any action required or permitted to be taken, and any document required or permitted to be executed under this Contract by the Client or the Consultant may be taken or executed by the officials specified in the SCC.

1.8 Taxes and Duties

The Consultant, Sub-Consultants, and their Personnel shall pay such indirect taxes, duties, fees, and other impositions levied under the Applicable Law as specified in the SCC, the amount of which is deemed to have been included in the Contract Price.

1.9 Fraud and Corruption

Consultants should be aware that a Consultant who engages in corrupt, collusive or fraudulent practices will have their proposals rejected and may further be subject to prosecution under the laws of Eswatini.

1.9.1 Commission and Fees

It is required that the successful Consultant 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

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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 Consultant shall begin carrying out the Services not later than the number of days after the Effective Date specified in the SCC.

2.3 Expiration of Contract

Unless terminated earlier pursuant to Clause GCC 2.6, this Contract shall expire at the end of the period after the Effective Date, as specified 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.

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

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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.

2.5.4 Payments

During the period of their inability to perform the Services as a result of an event of Force Majeure, the Consultant shall not continue to be paid under the terms of this Contract, but will be reimbursed for additional costs reasonably and necessarily incurred by them during such period for the purposes of the Services.

2.6 Termination

2.6.1 By the Client

The Client may terminate this Contract in case of the occurrence of any of the events specified in paragraphs (a) through (f) of this Clause GCC 2.6.1. In such an occurrence the Client shall give not less than thirty (30) days' written notice of termination to the Consultant, and sixty (60) days' in the case of the event referred to in (e).

(a) If the Consultant does not remedy a failure in the performance of their obligations under the Contract, within thirty (30) days after being notified or within any further period as the Client may have subsequently approved in writing.

(b) If the Consultant becomes insolvent or bankrupt.

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(c) If the Consultant, in the judgment of the Client has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.

(d) If, as the result of Force Majeure, the Consultant are unable to perform a material portion of the Services for a period of not less than sixty (60) days.

(e) If the Client, in its sole discretion and for any reason whatsoever, decides to terminate this Contract.

(f) If the Consultant fails to comply with any final decision reached as a result of arbitration proceedings pursuant to Clause GCC 8 hereof.

2.6.2 By the Consultant

The Consultants may terminate this Contract, by not less than thirty (30) days' written notice to the Client, such notice to be given after the occurrence of any of the events specified in paragraphs (a) through (c) of this Clause GCC 2.6.2:

(a) If the Client fails to pay any money due to the Consultant pursuant to this Contract and not subject to dispute pursuant to Clause GCC 7 hereof within forty-five (45) days after receiving written notice from the Consultant that such payment is overdue.

(b) If, as the result of Force Majeure, the Consultant is unable to perform a material portion of the Services for a period of not less than sixty (60) days.

(c) If the Client fails to comply with any final decision reached as a result of arbitration pursuant to Clause GCC 8 hereof.

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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 Consultant:

- (a) Payment pursuant to Clause GCC 6 for Services satisfactorily performed prior to the 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.

3. OBLIGATIONS OF THE CONSULTANT

3.1 General

3.1.1 Standard of Performance

The Consultant shall perform the Services and carry out their obligations hereunder with all due diligence, efficiency, and economy, in accordance with generally accepted professional standards and practices, and shall observe sound management practices, and employ appropriate technology and safe and effective equipment, machinery, materials and methods. The Consultant shall always act, in respect of any matter relating to this Contract or to the Services, as faithful advisers to the Client, and shall at all times support and safeguard the Client's legitimate interests in any dealings with Sub-Consultants or third Parties.

3.2 Conflict of Interests

The Consultant shall hold the Client's interest's paramount, without any consideration for future work, and strictly avoid conflict with other assignments or their own corporate interests.

3.2.1 Consultants Not to Benefit from

The payment of the Consultant pursuant to Clause GCC 6 shall constitute the Consultant's only payment in connection with this

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**Commissions,
Discounts, etc.**

Contract or the Services, and the Consultant shall not accept for their own benefit any trade commission, discount, or similar payment in connection with activities pursuant to this Contract or to the Services or in the discharge of their obligations under the Contract, and the Consultant shall use their best efforts to ensure that the Personnel, any Sub-Consultants, and agents of either of them similarly shall not receive any such additional payment.

**3.2.2 Consultant and
Affiliates Not to be
Otherwise Interested
in Project**

The Consultant agrees that, during the term of this Contract and after its termination, the Consultant and any entity affiliated with the Consultant, as well as any Sub-Consultants and any entity affiliated with such Sub- Consultants, shall be disqualified from providing goods, works or services (other than consulting services) resulting from or directly related to the Consultant's Services for the preparation or implementation of the program.

**3.2.3 Prohibition of
Conflicting Activities**

The Consultant shall not engage and shall cause their Personnel as well as their Sub-Consultants and their Personnel not to engage, either directly or indirectly, in any business or professional activities which would conflict with the activities assigned to them under this Contract.

3.3 Confidentiality

Except with the prior written consent of the Client, the Consultant and the Personnel shall not at any time communicate to any person or entity any confidential information acquired in the course of the Services, nor shall the Consultant and the Personnel make public the recommendations formulated in the course of, or as a result of, the Services.

**3.4 Insurance to be
Taken Out by the
Consultant**

The Consultant (a) shall take out and maintain, and shall cause any Sub- Consultants to take out and maintain, at their (or the Sub-Consultants', as the case may be) own cost but on terms

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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.

3.5 Consultant's Actions Requiring Client's Prior Approval

The Consultant shall obtain the Client's prior approval in writing before taking any of the following actions:

- (a) Entering into a subcontract for the performance of any part of the Services,
- (b) Appointing such members of the Personnel not listed by name, and
- (c) Any other action that may be specified in the SCC.

3.6 Reporting Obligations

(a) The Consultant shall submit to the Client the reports and documents specified on the TORs within the time periods set forth in the TORs.

(b) Final reports shall be delivered in soft copy and hard copies.

3.7 Documents Prepared by the Consultant to be the Property of the Client

(a) All plans, drawings, specifications, designs, reports, other documents, and software submitted by the Consultant under this Contract shall become and remain the property of the Client, and the Consultant shall, not later than upon termination or expiration of this Contract, deliver all such documents to the Client, together with a detailed inventory thereof.

(b) The Consultant may retain a copy of such documents and software. Restrictions about the future use of these documents, if any, shall be specified in the SCC.

4. CONSULTANT'S PERSONNEL

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4.1 Description of Personnel

The Consultant shall employ and provide such qualified and experienced Personnel and Sub-Consultants as are required to carry out the Services. The titles, agreed job descriptions, minimum qualifications, and estimated periods of engagement in the carrying out of the Services of the Consultant's Key Personnel are described in the TORs. The Key Personnel and Sub-Consultants listed by title as well as by name.

4.2 Removal and/or Replacement of Personnel

(a) Except as the Client may otherwise agree, no changes shall be made in the Key Personnel. If, for any reason beyond the reasonable control of the Consultant, such as retirement, death, medical incapacity, among others, it becomes necessary to replace any of the Key Personnel, the Consultant shall inform the Client prior and 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 offence, or (ii) have reasonable cause to be dissatisfied with the performance of any of the Personnel, then the Consultant shall, at the Client's written request specifying the grounds thereof, provide as a replacement a person with qualifications and experience acceptable to the Client.

(c) The Consultant shall have no claim for additional costs arising out of or incidental to any removal and/or replacement of Personnel.

5. OBLIGATIONS OF THE CLIENT

5.1 Assistance and Exemptions

The Client shall use its best efforts to ensure that the Government shall provide the Consultant such assistance and exemptions as specified in the SCC.

5.2 Change in the Applicable Law

If, after the date of this Contract, there is any change in the Applicable Law with respect to taxes and duties which increases or decreases the cost incurred by the Consultant in performing the Services, then the

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Related to Taxes and Duties

remuneration and reimbursable expenses otherwise payable to the Consultant under this Contract shall be increased or decreased accordingly by agreement between the Parties, and corresponding adjustments shall be made to the amounts referred to in Clauses GCC 6.2 (a) or (b), as the case may be.

6. PAYMENTS TO THE CONSULTANT

6.1 Fixed Hourly Rate Contract

- The Consultant fees are based on the time required to complete the work agreed with the Client (the "Assignment"), including travelling time. Time is charged at hourly rates that vary to reflect the degree of skill, responsibility and experience of the relevant individual.
- The Client will pay all of Consultant disbursements and expenses, including travelling.
- All fees, expenses and disbursements incurred or charged by Consultant are calculated net of any applicable value added tax, which will also be payable by the Client.
- All fee estimates will be calculated on the assumption that information required to complete the Assignment will be made available on a timely basis and the client's personnel will be readily available to attend meetings and hold discussions with the Consultant.

6.2 Payment for Additional Services

Additional services as may be agreed under Clause 2.4, will be charged on the standard hourly rates for the consultant's team.

6.3 Invoicing and Payment:

Payments will be made to the account of the Consultant.

- Invoicing Schedule: Invoices will be processed monthly based on work done.

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- b) Payment Terms: Upon receipt of a valid invoice (fully approved), net 30 days.
- c) Payment Methods: Payments will be processed directly to the consultant's via bank transfer.

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.

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SPECIAL CONDITIONS OF CONTRACT

[The majority of the SCC will be completed once the award is done. However, all known contract information at the time of tender stage should be provided to allow the Consultants to accurately cost their proposals.]

No. of GCC Clause Amendments of, and Supplements to, Clauses in the General Conditions of Contract

1.4 *[To be completed after award]*

Client:

Address:

Phone:

Contact Person:

Consultant:

Address:

Phone:

Contact Person:

1.6 In case the Consultant consists of a joint venture/consortium/association of more than one entity, the Member in Charge is: [**>>>insert name of member>>>**]

1.7 The Authorized Representatives are:

For the Client: [**>>>insert name >>>**]

For the Consultant: [**>>>insert name >>>**]

1.8 Regarding Taxes and Duties:

(1) the Consultant, Sub-Consultants and Personnel, shall follow the usual customs procedures of Government's country in importing property into Eswatini; and

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(2) if the Consultant, Sub-Consultants or Personnel, or their eligible dependents, do not withdraw but dispose of any property in Eswatini upon which customs duties and taxes have been exempted, the Consultant, Sub-Consultants, or Personnel, as the case may be, (i) shall bear such customs duties and taxes in conformity with the regulations of Eswatini, or (ii) shall reimburse them to the Client, if they were paid by the Client, at the time the property in question was brought into Eswatini.

2.1 This Contract shall come into effect on [**>>insert date>>**]. *[This is often the date, where the Contract is signed by both parties. But it can also be a later date. This date is named: 'The Effective Date']*

2.2 The Consultant shall begin carrying out the Services not later than the [**>>insert the number of days after the Effective Date>>**].
[This information can be provided at the time of tendering, which is the reason for providing the number of days and not an exact day.]
[This period (number of days) shall by the consultant be used for mobilizing staff. Calculating the number of days, consider the type of staff (national/international), which is required.]

2.3 Unless terminated earlier, this Contract shall expire at insert [**>>insert the Date>>**]
[This date should come after the expected time of final payment to the Consultant]

3.4 The risks to be covered by the Client and eventual Sub-consultants shall be as follows: *[The following is normally sufficient, but consider, if there are special risks involved in this services delivery]*

(a) Third Party motor vehicle liability insurance in respect of motor vehicles operated in Eswatini by the Consultant or its Personnel or any Sub-

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Consultants, or their Personnel, with a minimum coverage in accordance with the applicable law

(b) Professional liability insurance with a minimum coverage of 2 (two) million Emalangeni

(c) Employer's liability and workers' compensation insurance in respect of the Personnel of the Consultant and of any Sub-Consultants, in accordance with the relevant provisions of the Applicable Law, as well as, with respect to such Personnel, any such life, health, accident, travel or other insurance as may be appropriate

3.5 (c) Further to what is required in GCC3.5(a) GCC3.5(b), the following actions require the Client's prior approval:

[As identified by the consultant]

3.7 (b) The Consultant shall not use these documents and software for purposes unrelated to this Contract without the prior written approval of the Client

5.1 The Client will assist the Consultant such assistance and exemptions as follows: For international consultants, this includes assistance with obtaining visas and work permits.

6.4 Payments shall be made promptly by the Procuring Entity in accordance with the schedule below, and not later than thirty (30) days after submission of an eligible invoice or claim by the Consultant.

The accounts are:

[>>>insert an account number>>>]

8.2 Arbitration shall be in accordance with the procedures of the Applicable Law.

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