



PIGGS PEAK HOTEL
& CASINO

PIGGS PEAK HOTEL AND CASINO (PTY) Ltd

TENDER NUMBER: RFT01/2022/PPHC01

**REQUEST FOR TENDERS FOR THE TRANSPORTATION OF
STAFF (PASSENGER VEHICLES)**

PIGGS PEAK HOTEL AND CASINO PO BOX 385 PIGGS PEAK

09th December 2022



ADVERTISEMENT
INVITATION TO TENDER (RFT)
PROVISION OF TRANSPORT SERVICES
RFT NUMBER: RFT01/2022/PPHC01

Piggs Peak Hotel and Casino invites sealed bids from eligible Registered Operators with appropriate and valid accreditations or membership as necessary offering Transport Services.

Piggs Peak Hotel and Casino (Pty) Ltd seeks to engage a suitably qualified Transport Operator with demonstrable expertise and experience to conduct daily transportation of staff in the Hotel from Highlands Inn to the Hotel, a distance of 16kms. The scope of the services includes transporting staff on four shifts daily to and fro totaling eight trips on timely manner.

The Hotel requires a (30) thirty seater bus with a backup of a (15) fifteen seater. The specifications are as follows: the bus should have both a cooling and heating system, Door controller and a clock.

The Hotel shall continuously review the performance of the service provider and, if the performance of the service provider is not satisfactory, Piggs Peak Hotel and Casino shall have the right to terminate the services agreement in line with the agreed terms and conditions of service.

Tenders will be evaluated on a **Quality and Cost Based Selection**, as detailed in the Request for Tender' document, and the resulting contract will be a fixed price contract (i.e. agreed fee rates for a specified period of time for the type of service.

The request for the tender document can be obtained from ESPPRA (Eswatini Public Procurement Regulatory Agency) Website and at Piggs Peak Hotel and Casino (PPHC) Reception Area, **at non - refundable fee of E500.00 (five hundred Emalangenani only)** paid at the reception area.

Tender Documents will be available at PPHC starting from the 09th December 2022 from 11.00am and may be collected at PPHC Reception Area.

Tenders shall be sealed and marked as follows:

The Secretary to the Tender Committee
Piggs Peak Hotel and Casino (Pty) Ltd
P O Box 385
PIGGS PEAK

Tenders must be deposited in the Tender Box at the Reception. The Tender Box Closing Time is as per the Clock at The Reception of the Piggs Peak Hotel Building. The date and time for submission of the Tenders is: **Thursday, 5th January 2023 1200hrs.** Late tenders received by telegram, facsimile, email or similar medium will not be considered.

Requests for clarification which must be in writing via email, should be addressed to the Secretary of the Tender Committee Email: tenders@piggspeakhotelandcasino.co.sz, letter: Hand delivered to the reception and addressed to The Tender Board Secretary. The Hotel will strive to promptly respond in writing via e-



mail to any requests for clarification up until close of business on the 27th of December 2022 1700hrs. written copies of the Hotels’ response (including an explanation of the query but without identifying the source of inquiry) will be sent to all prospective Bidders.

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TERMS OF REFERENCE

1. BACKGROUND

Piggs Peak Hotel and Casino (Proprietary) Limited was established in 1986 in accordance with the Eswatini Companies Act of 1912. The Company is wholly owned by the Government of Eswatini and as such a Category A” Public enterprise, which reports to the Ministry of Tourism and Environmental Affairs.

2. GENERAL OBJECTIVES

Piggs Peak Hotel is seeking responses to this RFT for the successful bidding Operator or company to provide Staff Transport Services. To achieve this, the service provider must demonstrate its experience and expertise in carrying out such task.

3. SPECIFIC OBJECTIVES AND SCOPE

The following services are required to be performed on behalf of the Hotel by the service provider:

- a) The service provider is expected to provide Transport services for all our shifts from Highlands Inn to the hotel premises for a distance of 16kms or as at when necessary.
- b) The period of the contract shall be **Three (3)** years.
- c) The times for the provision of these services will be specified once the eligible company has been engaged.

4. OUTPUTS / DELIVERABLES

- a) Transportation services for staff at all stipulated times.
- b) Efficient communication and reporting.
- c) Adequate, competent staff



SECTION 1

INSTRUCTIONS TO SERVICE PROVIDERS

DEFINITIONS

- (a) “Client” means the agency with which the selected Service Provider signs the Contract for the Services
- (b) “Service Provider” means any entity or person that may provide or provides the Services to the Client under the Contract
- (c) “Contract” means the Contract signed by the Parties and all the attached documents that is the General Conditions (GCC), the Special Conditions (SCC), and the Appendices
- (d) “Data Sheet” means such part of the Instructions to Service Providers used to reflect specific assignment conditions
- (e) “Day” means calendar day
- (f) “Government” means the government of Eswatini
- (g) “Instructions to Service Providers” means the document which provides Service Providers with all information needed to prepare their Tenders
- (h) “LOI” (Section 1 of the RFT) means the Letter of Invitation being sent by the Client to the Service Providers
- (i) “Personnel” means professionals and support staff provided by the Service Provider or by any Sub-Service Provider 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; “Local Personnel” means such professionals and support staff who at the time of being so provided had their domicile inside Eswatini
- (j) “Tender” means the Technical Tender and the Financial Tender
- (k) “RFT” means this Request For Tenders
- (l) “Services” means the work to be performed by the Service Provider pursuant to the Contract
- (m) “Sub-Service Provider” means any person or entity with whom the Service Provider subcontracts any part of the Services
- (n) “Terms of Reference” (TOR) means the document included in the RFT which explains the objectives, scope of work, activities, tasks to be performed, respective responsibilities of the Client and the Service Provider, and expected results and deliverables of the assignment.



1. Introduction

- 1.1 The Client named in the Data Sheet will select an organization (the Service Provider) in accordance with the method of selection specified in the Data Sheet.
- 1.2 Service Providers are invited to submit a Technical Tender and a Financial Tender and attend a **compulsory** pre-tender conference required for the assignment named in the Data Sheet. The Tender will be the basis for contract negotiations and ultimately for a signed Contract with the selected Service Provider.
- 1.3 Service Providers should familiarize themselves with local conditions and take them into account in preparing their Tenders. To obtain first-hand information on the assignment and local conditions, Service Providers are encouraged to attend a pre-tender conference if one is specified in the Data Sheet. Attending the pre-tender conference is **compulsory as a qualifying criteria**.

Service Providers should contact the Client's representative by phone named in the Data Sheet to obtain additional information on the pre-tender conference.
- 1.4 Service Providers shall bear all costs associated with the preparation and submission of their Tenders and contract negotiation. The Client is not bound to accept any Tender, and reserves the right to annul the selection process at any time prior to Contract award, without thereby incurring any liability to the Service Providers.

2. Conflict of Interest

- 2.1 Service Providers 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.
- 2.2 Without limitation on the generality of the foregoing, Service Providers, 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:
 - (i) A service provider that has been engaged by the Client to provide goods, works or services other than consulting services for a project, and any of its affiliates, shall be disqualified from providing consulting services related to those goods, works or services. Conversely, a firm hired to provide consulting services for the preparation or implementation of a project, and any of its affiliates, shall be disqualified from subsequently providing goods or works or services other than consulting services resulting from or directly related to the firm's consulting services for such preparation or implementation.

For the purpose of this paragraph, services other than consulting services are defined as those leading to a measurable physical output, for example surveys, exploratory drilling, aerial photography, and satellite imagery.
 - (ii) A Service Provider (including its Personnel and Sub-Service Providers) 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 Service Provider to be executed for the same or for another Client. For example, a Service Provider 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 Service Provider assisting a Client in the privatization of public assets shall not purchase, nor advice purchasers of such assets. Similarly, a Service Provider hired to prepare Terms of Reference for an assignment should not be hired for the assignment in question.

(iii) A Service Provider (including its Personnel and Sub-Service Providers) that has a business or family 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.

- 2.3 Service Providers 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 Service Provider or the termination of its Contract.

3. Association

- 3.1 If a shortlisted Service Provider could derive a competitive advantage from having provided consulting services related to the assignment in question, the Client shall make available to all shortlisted Service Providers together with this RFT all information that would in that respect give such Service Provider any competitive advantage over competing Service Providers.

4. Commissions

- 4.1 Service Providers shall furnish information on commissions and gratuities, if any, paid or to be paid to agents relating to this Tender and during execution of the assignment if the Service Provider is awarded the Contract, as requested in the Financial Tender submission form

5. One Tender

- 5.1 Shortlisted Service Providers may only submit one Tender. If a Service Provider submits or participates in more than one Tender, such Tenders shall be disqualified. However, this does not limit the participation of the same Sub-Service Provider, including individual experts, to more than one Tender.

6. Validity

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

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



7. Clarification and Amendment of RFT Documents

- 7.1 Service Providers may request a clarification of any of the RFT documents up to the number of days indicated in the Data Sheet before the Tender 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 Service Providers. Should the Client deem it necessary to amend the RFT as a result of a clarification, it shall do so following the procedure detailed below.
- 7.2 At any time before the submission of Tender, the Client may amend the RFT by issuing an addendum in writing or by standard electronic means. The addendum shall be sent to all Service Providers and will be binding on them. Service Providers shall acknowledge receipt of all amendments. To give Service Providers reasonable time in which to take an amendment into account in their Tender the Client may, if the amendment is substantial, extend the deadline for the submission of Tenders.

8. Preparation of Tender

- 8.1 The Tender, as well as all related correspondence exchanged by the Service Providers and the Client, shall be written in the English language.
- 8.2 In preparing their Tender, Service Providers are expected to examine in detail the documents comprising the RFT. Material deficiencies in providing the information requested may result in rejection of a Tender.
- 8.3 While preparing the Technical Tender, Service Providers must give particular attention to the following:
- 8.4 In preparing their Technical Tender, Service Providers are expected to **examine** in detail the documents comprising the RFT. Material deficiencies in providing the information requested may result in rejection of a Tender.
- 8.5 While preparing the Technical Tender, Service Providers must also give particular attention to the following:
- (a) The estimated number of Professional staff-months for executing the assignment shall be shown in the Data Sheet, the Tender shall be based on the number of Professional staff-months estimated by the Service Providers.
- (b) Alternative professional staff shall not be proposed, and only one Curriculum Vitae (CV) may be submitted for each position



9. Preparation of the Technical Tender

9.1 As required in Form TECH-2, Part C, the following documents must be attached to the Technical Tender as Appendices:

- Certified copy of a relevant valid transport permit, or equivalent for foreign Service Providers;
- An Original of a Tax Compliance Certificate, or equivalent for foreign Service Providers;
- Certified copy of current Certificate of Company Registration, or equivalent for foreign Service Providers;
- Certified copy of an official statement of the Directors, alternative directors, managers and auditors of the company (Form 'J' or equivalent);
- Certified copy of passenger liability cover for vehicle to be used
- Certified copy of the ENPF certificate
- Original police clearance certificate

9.2 Service Providers are required to submit a Full Technical Tender The Technical Tender shall provide the information indicated in the following paras from (a) to (g) using the attached Standard Forms:

(a) For the Technical Tender, evidence of the Service Provider's financial standing must be provided in the form of bank statements of not less than 6 months and banking details, as stated in Form TECH-2, Part A, followed by a brief description of the Service Providers' organization and an outline of the Service Provider's recent experience of a similar nature as required in Form TECH-2, Part B and C. For each assignment, the outline should indicate the names of Sub-Service Providers/ Professional staff who participated, duration of the assignment, contract amount, and Service Provider's involvement. Information should be provided only for those assignments for which the Service Provider was legally contracted by the Client 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 Service Provider, or that of the Service Provider's associates, but can be claimed by the Professional staff themselves in their CVs. Service Providers should be prepared to substantiate the claimed experience if so requested by the Client.

(b) Form TECH-2 (C) request that the Service Provider include certified copies of: valid road transport permit, tax clearance certificate, form 'J', Company registration certificate, police clearance and valid ENPF certificate , or for foreign Service Providers similar documents.

(c) 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).

(d) 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 Tenders is provided under Form TECH-4. The work plan



should be consistent with the Work Schedule (Form TECH-8) which will show in the form of a bar chart the timing proposed for each activity.

(e) 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).

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

(g) A detailed description of the proposed methodology and staffing for training, if the Data Sheet specifies training as a specific component of the assignment.(Form TECH 7)

(h) Declaration of Eligibility (Form TECH–8) all Service Providers must meet the following criteria, to be eligible to participate in public procurement

- 9.3 The Technical Tender **shall not include** any financial information. A Technical Tender, which contains financial information, may be declared **non responsive**.

10. Preparation of the Financial Tender

- 10.1 The Financial Tender 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 Service Providers' home office), and (b) reimbursable expenses. If appropriate, these costs should be broken down by activity and, if appropriate, into foreign and local expenditures.
- 10.2 All activities and items described in the Technical Tender must be priced separately; activities and items described in the Technical Tender but not priced, shall be assumed to be included in the prices of other activities or items will be listed in the Financial Tender Form FIN-1
- 10.3 The Service Provider shall be subject to local taxes (such as: value added or sales tax, social charges or income taxes on non-resident Foreign Personnel, duties, fees, levies) on amounts payable by the Client under the Contract.
- 10.4 Service Providers must express the price of their services in Emalangeni unless otherwise specified in the Data Sheet. Commissions and gratuities, if any, paid or to be paid by Service Providers and related to the assignment will be listed in the Financial Tender Form FIN-2

11. Packing And Submission of Tender

- 11.1 The original Tender (Technical Tender and Financial Tender; shall contain no interlineations or overwriting, except as necessary to correct errors made by the Service Providers themselves. The person who signed the Tender must initial such corrections. Submission letters for both Technical and Financial Tenders should respectively be in the format of TECH-1 and FIN-1
- 11.2 An authorized representative of the Service Providers shall initial all pages of the original Technical and Financial Tenders. The authorization shall be in the form of a written power of attorney accompanying the Tender or in any other form demonstrating that the representative has been dully authorized to sign. The signed Technical and Financial Tenders shall be marked "Original".



11.3 The Technical Tender shall be marked “Original” or “Copy” as appropriate. The Technical Tenders shall be sent to the addresses referred to in para 12.1 and in the number of copies indicated in the Data Sheet. All required copies of the Technical Tender are to be made from the original. If there are discrepancies between the original and the copies of the Technical Tender, the original governs.

11.4 The original and all copies of the Technical Tender shall be placed in a sealed envelope clearly marked “Technical Tender” Similarly, the original Financial Tender shall be placed in a sealed envelope clearly marked “Financial Tender” followed by the Tender Number and the name of the assignment, and with a warning “Do Not Open With The Technical Tender.”

The envelopes containing the Technical and Financial Tenders shall be placed into an outer envelope and sealed.

This outer envelope shall bear the submission address and reference number and be clearly marked “Do Not Open before *[insert the time and date of the submission deadline indicated in the Data Sheet]*”. The Client shall not be responsible for misplacement, losing or premature opening if the outer envelope is not sealed and/or marked as stipulated. This circumstance may be case for Tender rejection.

If the Financial Tender is not submitted in a separate sealed envelope duly marked as indicated above, this will constitute grounds for declaring the Tender non-responsive.

12. Latest Date for Submission

12.1 The Tenders must be sent to the address/addresses indicated in the Data Sheet and received by the Client no later than the date and time indicated in the Data Sheet or any extension to this date. Any Tender received by the Client after the deadline for submission shall be returned unopened.

13. Opening of Technical Tenders

13.1 The Client shall open the Technical Tender immediately after the deadline for their submission. The envelopes with the Financial Tender shall remain sealed and securely stored.

13.2 From the time the Tenders are opened to the time the Contract is awarded, the Service Providers should not contact the Client on any matter related to its Technical and/or Financial Tender. Any effort by Service Providers to influence the Client in the examination, evaluation, ranking of Tenders, and recommendation for award of Contract may result in the rejection of the Service Providers’ Tender.

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



15. Evaluation of the Technical Tenders

- 15.1 The evaluation committee shall evaluate the Technical Tenders on the basis of their responsiveness to the Terms of Reference, applying the evaluation criteria, sub-criteria, and point system specified in the Data Sheet. Each responsive Tender will be given a technical score (St).
- A Tender shall be rejected at this stage if it does not respond to important aspects of the RFT, and particularly the Terms of Reference or if it fails to achieve the minimum technical score indicated in the Data Sheet.
- 15.2 After the technical evaluation is completed and the Tender Board has provided its approval, the Client shall inform the Service Providers who have submitted Tenders the technical scores obtained by their Technical Tenders, and shall notify those Service Providers whose Tenders did not meet the minimum qualifying mark or were considered non responsive to the RFT and TOR, that their Financial Tenders will be returned unopened after completing the selection process.
- 15.3. The Client shall simultaneously notify in writing Service Providers that have secured the minimum qualifying mark, the date, time and location for opening the Financial Tenders. The opening date should allow Service Providers sufficient time to make arrangements for attending the opening. Service Providers' attendance at the opening of Financial Tenders is optional.

16. Opening of Financial Tenders

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

17. Evaluation of Financial Tenders

- 17.1 The Evaluation Committee will correct any computational errors. When correcting computational errors, in case of discrepancy between a partial amount and the total amount, or between word and figures the formers will prevail. Activities and items described in the Technical Tender 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 Tender differently from the Technical Tender, no corrections are applied to the Financial Tender in this respect.
- 17.2 The Evaluation Committee will convert prices in various currencies to the single currency specified in the Data Sheet. The official selling rates used, provided by the source indicated in the Data Sheet, will be those in effect on the date indicated in the Data Sheet. The evaluation shall exclude those taxes, duties, fees, levies, and other charges imposed under the applicable law; and to be applied to foreign and non-permanent resident Service Providers (and to be paid under the contract, unless the Service Provider is exempted)



18. Evaluation of Quality Cost based Tenders

- 18.1 The lowest evaluated Financial Tender (FM) will be given the maximum financial score (Sf) of 100 points. The financial scores (Sf) of the other Financial Tenders will be computed as indicated in the Data Sheet. Tenders will be ranked according to their combined technical (St) and financial (Sf) scores using the weights (T = the weight given to the Technical Tender; P = the weight given to the Financial Tender; T + P = 1) indicated in the Data Sheet: $S = St \times T\% + Sf \times P\%$. The firm achieving the highest combined technical and financial score will be invited for negotiations.

19. Place and Time for Negotiations

- 19.1 Negotiations will be held at the date and address indicated in the Data Sheet. The invited Service Provider will, as a pre-requisite for attendance at the negotiations, confirm availability of all Professional staff. Failure in satisfying such requirements may result in the Client proceeding to negotiate with the next-ranked Service Provider. Representatives conducting negotiations on behalf of the Service Provider must have written authority to negotiate and conclude a Contract.

20. Technical Negotiations

- 20.1 Negotiations will include a discussion of the Technical Tender, the proposed technical approach and methodology, work plan, and organization and staffing, and any suggestions made by the Service Provider to improve the Terms of Reference. The Client and the Service Providers 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 Service Provider.

21. Financial Negotiations

- 21.1 If applicable, it is the responsibility of the Service Provider, before starting financial negotiations, to contact the local tax authorities to determine the local tax amount to be paid by the Service Provider under the Contract. The financial negotiations will include a clarification (if any) of the firm’s tax liability in the Client’s country, and the manner in which it will be reflected in the Contract; and will reflect the agreed technical modifications in the cost of the services. Unless there are exceptional reasons, the financial negotiations will involve neither the remuneration rates for staff nor other proposed unit rates.
- 21.2 Having selected the Service Provider 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 Tender. 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 makes 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 Tender without confirming their availability, the Service Provider may be disqualified. Any proposed



substitute shall have equivalent or better qualifications and experience than the original candidate and be submitted by the Service Provider within the period of time specified in the letter of invitation to negotiate.

- 21.3 Negotiations will conclude with a review of the draft Contract. To complete negotiations the Client and the Service Provider will initial the agreed Contract. If negotiations fail, the Client will invite the Service Provider whose Tender received the second highest score to negotiate a Contract.
- 21.4 After completing negotiations the Client shall award the Contract to the selected Service Provider, and promptly notify all Service Providers who have submitted Tenders. After Contract signature, the Client shall return the unopened Financial Tenders to the unsuccessful Service Providers.
- 21.5 Information relating to evaluation of Tenders and recommendations concerning awards shall not be disclosed to the Service Providers who submitted the Tenders or to other persons not officially concerned with the process, until the publication of the award of Contract.

22. Commence of Assignment

- 22.1 The Service Provider is expected to commence the assignment on the date and at the location specified in the Data Sheet.

23. Corrupt, collusive, fraudulent or coercive practices

- 23.1 Service Providers should be aware that a Service Provider who engages in corrupt, collusive, fraudulent or coercive practices will have their Tenders rejected and may further be subject to the prosecution under the laws of Eswatini.

“Corrupt practice” means the offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence the action of a public officer in the procurement process or in contract execution;

“Collusive” practices means a scheme or arrangement between two or more Service Providers, with or without the knowledge of the procuring entity, designed to establish tender prices at artificial, non-competitive levels;

“Fraudulent practice” means a misrepresentation or omission of facts in order to influence a procurement process or the execution of a contract;

“Coercive practices” means harming or threatening to harm, directly or indirectly, persons, or their property, to influence their participation in a procurement process or affect the execution of a contract.



INSTRUCTIONS TO SERVICE PROVIDERS

Tender Data Sheet

Paragraph Reference	
1.	Definitions
1.1	Name of the Client: Piggs Peak Hotel and Casino Method of selection: Quality and Cost Based
1.2	Name of Assignment: Transportation of Staff
1.3	A pre-Tender conference and site visit will be held: Venue: Piggs Peak Hotel and Casino conference room Date and time: 12 th December 2022, 11am, Conference room no 1 Attendance is compulsory. (Qualifying criteria)
1.4	The Client will provide the following inputs and facilities: Company profile and vehicles specified under specifications of this tender document.
6.	Validity
6.1	Tenders must remain valid for 90 (ninety) days after the submission date.
7.	Clarification and Amendment of RFT Documents
7.1	Clarifications may be requested in writing (letter or email (tenders@piggspeakhotelandcasino.co.sz), but not later than 10 (ten) days before the latest submission date. The address for requesting clarifications is: The Secretary to Tender Board Piggs Peak Hotel and Casino Pty Ltd PO Box 385 Piggs Peak



8.	Preparation of Tenders
8.1	Tender document requirements A) Technical tender – One Original and Three copies B) Financial Tender – One Original and Three copies
9.	Preparation of the Technical Tender
9.1	<p>As required in Form TECH-2, Part C, the following documents shall be included as Appendices to the Technical Tender. In case of a joint venture or consortium each member must provide the documents:</p> <ul style="list-style-type: none"> • Certified copy of a relevant valid road transportation permit, or equivalent for foreign Service Providers; • An original Tax Clearance Certificate, or equivalent for foreign Service Providers; • Certified copy of current Certificate of Company Registration, or equivalent for foreign Service Providers; • Certified copy of an official statement of the Directors, alternative directors or managers of the company (Form ‘J’ or equivalent); • Passenger liability cover for vehicles to be used. • A certified copy of ENPF Certificate • Current Original police clearance certificate • Original receipt of Piggs Peak Hotel and Casino receipt <p>NB :Preliminary Tender Evaluation</p> <p>On the day of tender opening preliminary evaluation of the eligibility documents and the responsiveness of the tender will be done on a pass or fail basis</p>
9.2	<p>As required in form TECH 2 , part A the following documents shall be included as appendices to the technical tender, In case of a joint venture or consortium each member must provide the documents:</p> <ol style="list-style-type: none"> a) Financial Bank Statements of not less than 6 months b) Cash flow projections for a period of 12 months c) Calculation of tender price. d) Tender prices to be in Emalangeneni currency. e) Liquidity status. <p>Training is a specific component of this assignment: Yes</p>
10.	Preparation of the Financial Tender



10.1	Calculation of tender price. Remuneration cost schedule
10.4	Tender prices to be in Emalangeneni currency.
11.	Packing and Submission of the Tender
11.1	The Service Provider must submit the original and Three copies of both the Technical proposal and the Financial proposal
11.4	<p>The original and all copies of the Technical Tender shall be placed in a sealed envelope clearly marked “Technical Tender”.</p> <p>The original Financial Tender shall be placed in a sealed envelope clearly marked “Financial Tender” followed by the Tender Number, the name of the assignment and name and address of the Service Provider and with a warning “<i>Do Not Open With The Technical Tender.</i>”</p> <p>The envelopes containing the Technical and Financial Tenders shall be placed into an outer envelope, which shall be sealed.</p> <p>The outer envelope SHALL be sealed and must be marked:</p> <p style="padding-left: 40px;">The Secretary to Tender Board Piggs Peak Hotel and Casino (Pty) PO Box 385 Piggs Peak”</p> <p>Further, the outer envelope must be marked: Piggs Peak Hotel and Casino Pty Ltd; Tender No. [RFT01/2022/PPHC01]; [>></p> <p>; And 'Do not open before [>12h00 on the [05 January 2023].</p>
12.	Latest Date for Submission



12.1	<p>The location for submission of Tender is : Piggs Peak Hotel and Casino Reception Tenders must be deposited in the Tender Box at the reception area.</p> <p>The Closing Time for submission of the Tenders is as per the Clock in the Reception of Piggs Peak Hotel and Casino (Pty) Ltd.</p> <p>The date and time for submission of Tenders is: [Friday,05 January 2023, 12h00]</p>
13.	Evaluation of the Technical Tenders
13.1	<p>Criteria, sub-criteria and point system for the evaluation of Full Technical Tenders are:</p> <p>Price (30%): Proposer offers the requested services at a competitive price, and all of the necessary factors that contribute to the price is accounted for.</p> <p>Service Capability Plan (23%): Proposer has the staffing and resources necessary to complete the service required and a plan to deliver high-quality service.</p> <p>Performance History and Reputation (15%): Proposer has a demonstrated track record of success in the industry (Eswatini) owned business given and provides positive references.</p> <p>Personnel and Management (5%): Proposer provides resumes, safety adherence and professional conduct.</p> <p>Financial Stability (15%): Proposer provides tax clearance and cash flow documents.</p> <p>Customer Service and Management Methodology (12%): Proposer’s management structure will ensure high quality service</p> <p style="text-align: center;">:</p>
13.2	<p>The minimum Technical Score (St) required to pass is: 70 (Seventy)</p> <p><i>See the Guide for more information and examples of what to consider, when setting the figure]</i></p>
14.	Evaluation of the Financial Tenders
14.1	<p>Foreign currency rate will be converted to Emalangeni at the official selling rate published by the Central Bank of Eswatini on the day of the latest submission date of the tender.</p>



14.2	Evaluation will take place in Emalangeneni only.
14.3	Tender price
15.	Negotiations
15.1	Negotiations are not allowed.
16	Commencement of Assignment
16.1	The assignment is expected to commence on [01 April, 2023 at [>>>Piggs Peak Hotel and Casino].



SECTION 2

TECHNICAL TENDER - STANDARD FORMS

Paragraph 9 of ‘Instructions to Service Providers’ informs about, the format in which the Technical Tender shall be submitted.

- TECH-1 Technical Tender Submission Form
- TECH-2 Service Provider’s Organization, Experience and Financial Standing
 - A. Service Provider’s Financial Standing
 - B. Service Provider’s Organization (Operators organogram)
 - C. Service Provider’s Experience (Operator Profile)
- TECH-3 Comments or Suggestions on the Terms of Reference and on Counterpart Staff and Facilities to be provided by the Client
 - A. On the Terms of Reference
 - B. On the Counterpart Staff and Facilities
- TECH-4 Description of the Approach, Methodology and Work Plan for Performing the Assignment
- TECH-5 Team Composition and Task Assignments
- TECH-6 Curriculum Vitae (CV) for Proposed Professional Staff
- TECH-7 Staffing Schedule
- TECH-8 Work Schedule
- TECH-9 Declaration of Eligibility



FORM TECH-1: TECHNICAL TENDER SUBMISSION FORM

[>>>Location, Date>>>]

To: [>>>Name and address of Procuring Entity>>>]

Dear Sirs:

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

We are submitting our Tender in association with: [>>Insert a list with full name and address of Service Provider or each associated Service Provider>>]

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

We undertake, if our Tender is accepted, to initiate the services related to the assignment not later than the date indicated in Paragraph Reference 20.1 of the Data Sheet.

We understand the Piggs Peak Hotel and Casino is not bound to accept the lowest priced of any Tender.

We remain,

Yours sincerely,

Authorized Signature: _____

Name and Title of Signatory: _____

Name of Operator: _____

Address: _____

[Stamp of the Firm]



**FORM TECH-2:
SERVICE PROVIDER’S ORGANIZATION, EXPERIENCE AND FINANCIAL STANDING**

A - Service Provider’s Financial Standing

Following financial information shall be provided:

- Three months Operator bank statements
- Certified bank account details: name of bank, branch, and main account number, type of account and year of account opening.

B - Service Provider’s Organization

[Operator detailed organogram]

C - Service Provider’s Experience

References where your company was legally contracted or carrying out services similar to the ones requested under this assignment.

Assignment name:	Name of the required service
Assignment Venue	Approx. value of contract
Country: Location within country:	Duration of assignment (months):
Name of Entity contracted:	Total N° of staff-months of the assignment:
Address:	Physical address of firm contracted
Start date Completion date	[>>>> month/year>>>>]: [>>>> month/year>>>>]:
Narrative description of Project:	
Description of actual services provided by your staff within the assignment:	



C – Other Document’s comprising the Tender

The Technical Tender must include the following documents:

- Certified copy of a relevant valid transport permit, or equivalent for foreign Service Providers;
- An Original of a Tax Compliance Certificate, or equivalent for foreign Service Providers;
- Certified copy of current Certificate of Company Registration, or equivalent for foreign Service Providers;
- Certified copy of an official statement of the Directors, alternative directors, managers and auditors of the company (Form ‘J’ or equivalent);
- Certified copy of passenger liability cover for vehicle to be used
- Certified copy of the ENPF certificate Certified copy of a relevant Trading Licence, or equivalent for foreign Service Providers;

[>>Company’s Name and Stamp: _____>>]



**FORM TECH-3: COMMENTS AND SUGGESTIONS ON THE TERMS OF REFERENCE AND ON
COUNTERPART STAFF AND FACILITIES TO BE PROVIDED BY THE CLIENT**

A - On the Terms of Reference

[Present and justify any modifications or improvement to the Terms of Reference proposed to improve performance in carrying out the assignment (such as deleting some activity you consider unnecessary, adding others or proposing a different phasing of the activities). Such suggestions should be concise and to the point, and they shall be part of the Tender.]

B - On Counterpart Staff and Facilities

[Comment here on counterpart staff and facilities to be provided by the Client according to Paragraph Reference 9.1 (b) of the Data Sheet including: administrative support, office space, local transportation, equipment, data, etc.]



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

[Technical approach, methodology and work plan are key components of the Technical Tender. The presentation of the Technical Tender can be up to (50 pages, inclusive of charts and diagrams) divided into the following three chapters:

- a) Technical Approach and Methodology,*
- b) Organization and Staffing,*

a) Technical Approach and Methodology. In this chapter please 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.

Please highlight the problems being addressed and their importance, and explain the technical approach you would adopt to address them. Please also explain the methodologies proposed to adopt and highlight the compatibility of those methodologies with the proposed approach.

b) Organization and Staffing. In this chapter please propose the structure and composition of the suggested team. List the main disciplines (The manager, Accountant, Drivers and Conductors) of the assignment.



FORM TECH-5: TEAM COMPOSITION AND TASK ASSIGNMENTS

Professional Staff				
Name of Staff Member	Company Name	Area of Expertise	Position Assigned	Task Assigned



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 Professional Associations:** _____
7. **Other 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: [\gg Year \gg] To: [\gg Year \gg]

Employer: [\gg Name of employing organization \gg]

Positions held: [\gg Title of the position held \gg]

11. Detailed Tasks Assigned

[List all tasks to be performed under this assignment]

12. Work Undertaken that Best Illustrates the Capability to Handle the Assigned Tasks

[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.]

Name of assignment or project: _____

Year: _____

Location: _____

Client: _____

Main project features: _____

Positions held: _____

Activities performed: _____

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) Date: _____
(Day/Month/Year)





FORM TECH-8: DECLARATION OF ELIGIBILITY

In accordance with the requirements of the Procurement Regulations issued in accordance with the terms of Section 26 of the Finance and Audit Act No. 18 of 1967 all Service Providers must meet the following criteria, to be eligible to participate in public procurement

[Service Providers must provide a signed declaration on their company letterhead in the following format. If the Tender is being presented by a joint venture or consortium all members must sign each their declaration.]

Dear Sirs

Re Tender Reference [>>>>Tender Reference Number>>>]

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

- (a) We, including any joint venture partners or consortium partners, are a legal entity and have the legal capacity to enter into the contract;
- (b) We 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 not the subject of legal proceedings for any of the foregoing;
- (c) We have fulfilled our obligations to pay taxes and social security contributions;
- (d) We have not, and our directors or officers have not, been convicted of any criminal offence related to our/their professional conduct or the making of false statements or misrepresentations as to their qualifications to enter into a contract within a period of five years preceding the commencement of the procurement proceedings; and
- (e) That we do not have a **conflict of interest** in relation to the procurement requirement.

Signed

Date



SECTION 3

FINANCIAL TENDER - STANDARD FORMS

Financial Tender Standard Forms shall be used for the preparation of the Financial Tender according to instructions provided under para. 10 of the 'Instructions to Service Providers'.

- FIN-1 Financial Tender Submission Form
- FIN-2 Summary of Tender or Activity Costs
- FIN-3 Summary of Fees
- FIN-4 Summary of Reimbursable



FORM FIN-1: FINANCIAL TENDER SUBMISSION FORM

[Note to Tenderers: This Financial Tender Submission Form should be on the letterhead of the Tenderer and should be signed by a person with the proper authority to sign documents that are binding on the Tenderer. It should be included by the Tenderer in its financial Tender.]

[>>>Location>>>]

[>>>Date>>>]

Procurement Reference No: [>>>insert Tender Reference number>>>]

To: [>>>Name and address of Procuring Entity>>>]

Dear Sirs:

We, the undersigned, declare that:

- (a) We offer to provide the services for [>>insert a brief description of the Services>>] in conformity with your Request for Tenders and our technical and financial Tenders;
- (b) The total price of our Tender in Emalangeni: [>>insert the total Tender price in words and figures>>], inclusive of local taxes [*amend if local taxes are not required to be included*];
- (c) Our Tender shall be valid for a period of [>>specify the number of calendar days>>] days from the date fixed for the Tender submission deadline in accordance with the Request for Tenders, and it shall remain binding upon us, subject to any modifications resulting from negotiations, and may be accepted at any time before the expiration of that period;
- (d) We understand that you are not bound to accept any Tender that you receive;

Dated on _____ day of _____, _____ [*insert date of signing*]

Name: [*insert complete name of person signing the Tender*]

In the capacity of [*insert legal capacity of person signing the Tender*]

Signed: [*signature of person whose name and capacity are shown above*]

Duly authorised to sign the Tender for and on behalf of: [*insert complete name of Tenderer*]



FORM FIN-2: Summary of Tender or Activity Cost

[Note to Tenderers: Tenderers may reproduce this form in landscape format, but are responsible for its accurate reproduction]

State activity name or name of total Tender: _____

Cost item	Cost (Emalangeni)	Cost (other currency)	Cost (other currency)
Fees			
Local taxes			
Subtotals			



FORM FIN-3: SUMMARY OF FEES

Note to Tenderers: Tenderers may reproduce this form in landscape format, but are responsible for its accurate reproduction. Complete this form for the total Tender or for each activity as indicated in the 'Invitation to Service Providers'. Where required, enter separate rates for home and field work.

State activity name or total Tender: _____

Currency: Emalangeni

Name	Position	Input Qty	Unit (Days/months etc.)	Rate	Total
Total					



FORM FIN-4: SUMMARY OF REIMBURSABLE

Note to Tenderers: Tenderers may reproduce this form in landscape format, but are responsible for its accurate reproduction. Complete this form for the total Tender or for each activity as appropriate.

State activity name or total Tender: _____

Currency: Emalangeni

Description of Cost	Quantity	Unit of Measure	Unit Price	Total Price
Total				

Notes Local transportation costs are not to be included, if local transportation is being made available by the Procuring Entity. Similarly, the project site, office rent/accommodations/clerical assistance costs are not to be included if being made available by the Procuring Entity.



TERMS OF REFERENCE

Terms of Reference usually consist of the following elements as a minimum.

1. BACKGROUND

PIGGS PEAK HOTEL AND CASINO PTY LTD is a category A Public Enterprise Unit in terms of the PEU monitoring and controls Act of 1989 as amended operating under the Ministry of Tourism and Environmental Affairs. It is also registered as a private company (Piggs Peak Hotel and Casino (Pty) Ltd wholly owned by the Government of Eswatini and registered as private according to the company laws of Eswatini. Piggs Peak Hotel is in need of a supplier to provide transportation services since we do not have internal transportation means for our staff members who work four shifts daily. The staff is transported within a radius of 16 kilometers from the hotel. We require a 30 seater vehicle.

2. Objectives

Piggs Peak Hotel and Casino seeks Tenders from qualified respondents (the Tenderers) interested in providing transportation services. Piggs Peak Hotel and Casino will require the tenderer to provide comprehensive services, management, superior work force and service supervision. The tenderer will supply and pay for all labour, supervision, equipment, supplies, materials, maintenance and insurance necessary to deliver the proposed service and response to this Tender. The Tenderer is responsible for all day to day staff transportation operations. Piggs peak Hotel expects the proposer to have the staffing, resources and expertise necessary to complete the service required as well as plan to deliver high quality, dependable transportation service. Proposers are to have a management structure that will ensure high-quality customer service, as well as a plan to maintain responsiveness and effective communication with the Piggs Peak Hotel management team. Tenderers are expected to offer the requested service at a competitive price, and all of the necessary factors that contribute to the price must be included in the proposed price. Tenderer is to have a demonstrated track record of success in the industry, provide positive references, and have sound business practices that show fiscal responsibility. Tenderer assumes all costs incurred in submitting a response to this RFT.

There will be no penalties assessed against Piggs Peak Hotel and Casino in connection with increases or decreases in fuel prices based on the agreed upon contract price subject to inflation changes.

3. Scope of Work

1.0 Main scope of the service is the transportation of company staff to and from Piggs Peak Location via staff village to the working premises of Piggs Peak Hotel and Casino a distance covering a radius of about 16 km per trip. The transport will carry staff based on the different daily shifts seven days of the week.

1.2 Provide a mode of transport able to carry **30 passengers** safely.

1.3 Provide standby mode of transport for use in case of breakdown or service of Vehicle

1.4 The Tenderer is responsible for the hiring, assigning, training, and managing of all bus drivers. Both regular and substitute drivers shall be assigned as consistently as possible. It is the express desire of management that drivers must have the training and experience necessary to



transport staff. **The responsibility for such personnel will be fully that of the Transporter and not of (Piggs Peak Casino).**

1.5 Provide roadworthy vehicles in very good condition and well maintained for transportation of staff. The Tenderer shall ensure that all buses have first aid kits, fire extinguishers, operational and lighted stop arms, functional exit doors, and an up-to-date inspection sticker.

1.6 Fleet Maintenance, the Tenderer is responsible for maintenance and repairs on all vehicles utilized under the contract **at its own cost**. The Tenderer is to ensure there is no disruption in daily transportation by providing sufficient spare vehicles as backup units during breakdowns and whenever vehicles may be out of service for maintenance or repairs. The Tenderer shall also perform daily pre-trip inspections and promptly correct any deficiencies discovered on any vehicles or equipment to be utilized under the contract. Under no condition may an unsafe bus be used to transport staff. The Proposer will keep on file the completed inspection sheets and submit copies of the sheets to Piggs Peak Hotel if requested. The Tenderer shall provide daily interior clean and exterior clean vehicles.

1.7 The Tenderer is responsible to provide fuel for all required trips.

1.8 Due to the mountainous tough terrain and poor road infrastructure in Piggs Peak location the tenderer is required to ensure his vehicles are the types and sizes that can easily move within the area.

1.9 The tenderer should make sure that staff reaches the working premises in time; failing which the contract will be treated as cancelled.

2.0 Transport the staff from Highlands Inn Piggs Peak to Piggs Peak Hotel (16 km) and to the final destinations (16 km) according to the Hotel's delivery/distribution plan approved by management.

2.1 All efforts must be made to complete transportation without transshipment. In the Event that transshipment becomes unavoidable, it may only take place with the knowledge and approval of Piggs Peak Hotel & Casino.

2.2 Complete the delivery of staff within the agreed period.

2.3 Invoices and Payments: Piggs Peak Hotel payment terms are 30 days after receipt of an **accurate original invoice**. Invoices may be sent no more frequently than once per month. In the event the Tenderer presents Piggs Peak Hotel with invoices, statements, reports etc. that are incomplete, or inaccurate, Piggs Peak Hotel may be required to perform substantial research which could result in delay of payment. We will not be responsible for any interest charges and/or late fees as a result of delayed payment due to time delays caused by inadequate, incomplete, or inaccurate information provided in invoices or statements by the Tenderer

2.4 Provide monthly and yearly reports as may be required by management of Piggs Peak Hotel and Casino

Insurance and Security

- The Transporter will ensure that the vehicles are fully insured to the value of the Vehicle and against normal risks (fire, passenger liability, theft and third part liability) at his own expense and no liability will attach to (Piggs Peak Hotel and Casino Pty Ltd) in this respect. Transporter will provide proof (a certificate from the insurance company) of the insurance coverage to (Piggs Peak Hotel and Casino Pty Ltd).



Terms of Reference

- Transporter will ensure that the driver of the vehicle and their assistants will also be insured in accordance with laws (provide proof to (Piggs Peak Hotel and Casino Pty Ltd) of such insurance) whichever is applicable and no liability will be attached to (Piggs Peak Hotel and Casino Pty Ltd) in this respect.
- The Transporter will arrange for his own security for the vehicles on transit. (Piggs Peak Hotel and Casino Pty Ltd) will be informed of the details.



Form of Contract

[This is a lump sum contract. Change content if not a lump sum contract]

CONTRACT FOR SERVICE PROVIDERS' SERVICES

Between

Piggs Peak Hotel and Casino (Pty) Ltd
[Name of the Procuring Entity/Client]

And

[Name of the Service Provider]

Dated: _____





**FORM OF CONTRACT
LUMP-SUM**

[If the Service Provider is one entity, use starting Text 1, if the Service Provider consists of more than one entity, use the Text 2:]

[Text 1.]

This CONTRACT (hereinafter called the “Contract”) is made the [>>day>>] day of the [>>month, year>>], between, on the one hand, [>>name of procuring entity>>] (hereinafter called the “Client”) and, on the other hand, [>>name of Service Provider>>] (hereinafter called the “Service Provider”).

WHEREAS

- (a) The Client has requested the Service Provider to provide certain TRANSPORTATION services as defined in this Contract (hereinafter called the “Services”);
- (b) the Service Provider, having represented to the Client that it has the required professional skills, and personnel and technical resources, has agreed to provide the Services on the terms and conditions set forth in this Contract;

NOW THEREFORE the parties hereto hereby agree as follows:

- 1. The following documents attached hereto shall be deemed to form an integral part of this Contract:
 - (a) The General Conditions of Contract;
 - (b) The Special Conditions of Contract;
 - (c) The following Appendices:
 - Appendix A: Description of Services ___ Appendix
 - B: Reporting Requirements ___
 - Appendix C: Key Personnel and Sub-Service Providers ___ Appendix
 - D: Breakdown of Contract Price in Foreign Currency ___
 - Appendix E: Breakdown of Contract Price in Local Currency ___
 - Appendix F: Services and Facilities Provided by the Client ___ Appendix
 - G: Form of Advance Payment Guarantee ___
- 2. The mutual rights and obligations of the Client and the Service Provider shall be as set forth in the Contract, in particular:
 - (a) The Service Providers shall carry out the Services in accordance with the provisions of the Contract; and
 - (b) The Client shall make payments to the Service Providers in accordance with the provisions of the Contract.

IN WITNESS WHEREOF, the Parties hereto have caused this Contract to be signed in their respective names as of the day and year first above written.

For and on behalf of *[name of Client]*

[Authorized Representative]



For and on behalf of *[name of Service Provider]*

[Authorized Representative]

[If the Service Provider consists of more than one entity, all these entities should appear as signatories, e.g., in the following manner, if not delete the next lines:]

For and on behalf of each of the Members of the Service Provider

[Name of member]

[Authorized Representative]

[Name of member]

[Authorized Representative]





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) “Service Provider” 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) “Effective Date” means the date on which this Contract comes into force and effect pursuant to Clause GCC 2.1.
- (f) “GCC” means these General Conditions of Contract.
- (g) “Government” means the Government of Eswatini
- (h) “Local Currency” means Emalangeni.
- (i) “Member” means any of the entities that make up the joint venture/consortium/association, and “Members” means all these entities.
- (j) “Party” means the Client or the Service Provider, as the case may be and “Parties” means both of them.
- (k) “Personnel” means persons hired by the Service Provider or by any Sub-Service Providers and assigned to the performance of the Services or any part thereof.
- (l) “SCC” means the Special Conditions of Contract by which the GCC may be amended or supplemented.
- (m) “Services” means the work to be performed by the Service Provider pursuant to this Contract, as described in Appendix A hereto.
- (n) “Sub-Service Providers” means any person or entity to whom/which the Service Provider subcontracts any part of the Services.
- (o) “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 Notice of 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 Address of A Party may change its address for notice hereunder by giving the other Party notice in writing of such change to the address specified in the SCC.

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

1.6 Authority Member Charge of In case the Service Provider consists of a joint venture/ consortium in 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 Service Provider'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 Service Provider may be taken or executed by the officials specified in the SCC.

1.8 Taxes and Duties The Service Provider, Sub-Service Providers, 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 and Service Providers should be aware that a Service Provider who engages in corrupt, collusive or fraudulent practices will have their Tenders 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 Service Provider will disclose any commissions or fees that may have been paid or are to be paid to agents, representatives, or commission agents with respect to the selection process or execution of the contract. The information disclosed must include at least the name and address of the agent, representative, or commission agent, the amount and currency, and the purpose of the commission or fee.

2. COMMENCEMENT, COMPLETION, MODIFICATION AND TERMINATION OF CONTRACT

2.1 Effectiveness of Contract of 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 Service Provider 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 of Unless terminated earlier pursuant to Clause GCC 2.6, this Contract shall expire at the end of the time 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. However, each Party shall give due consideration to any Tenders for modification or variation made by the other Party.

2.5 Force Majeure

2.5.1 Definition For the purposes of this Contract, “Force Majeure” means an event which is beyond the reasonable control of a Party and which makes a Party’s performance of its obligations under the Contract impossible or so impractical as to be considered impossible under the circumstances.

2.5.2 No Breach of Contract The failure of a Party to fulfill any of its obligations under the contract shall not be considered to be a breach of, or default under, this Contract insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event (a) has taken all reasonable precautions, due care and reasonable alternative measures in order to carry out the terms and conditions of this Contract, and (b) has informed the other Party as soon as possible about the occurrence of such an event.

2.5.3 Extension of Time Any period within which a Party shall, pursuant to this Contract, complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure.

2.5.4 Payments During the period of their inability to perform the Services as a result of an event of Force Majeure, the Service Provider shall be entitled to continue to be paid under the terms of this Contract, as well as to be reimbursed for additional costs reasonably and necessarily incurred by them during such period for the purposes of the Services and in reactivating the Service after the end of such period.

2.6 Termination

2.6.1 By the Client The Client may terminate this Contract in case of the occurrence of any of the events specified in paragraphs (a) through (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 Service Provider, and sixty (60) days’ in the case of the event referred to in (e).

(a) If the Service Provider 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 Service Provider becomes insolvent or bankrupt.

(c) If the Service Provider, 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 Service Provider 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 Service Provider 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 Service Provider The Service Providers 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 Service Provider 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 Service Provider that such payment is overdue.
- (b) If, as the result of Force Majeure, the Service Provider 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.

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 Service Provider:

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

3. OBLIGATIONS OF THE SERVICE PROVIDER

3.1 General

3.1.1 Standard of Performance The Service Provider 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 Service Provider 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-Service Providers or third Parties.

3.2 Conflict of Interests The Service Provider shall hold the Client's interests paramount, without any consideration for future work, and strictly avoid conflict with other assignments or their own corporate interests.

3.2.1 Service Providers Not to Benefit from Commissions, Discounts, etc. The payment of the Service Provider pursuant to Clause GCC 6 shall constitute the Service Provider's only payment in connection with this Contract or the Services, and the Service Provider 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 the



obligations under the Contract, and the Service Provider shall use their best efforts to ensure that the Personnel, any Sub-Service Providers, and agents of either of them similarly shall not receive any such additional payment.

- 3.2.2 Service Provider and Affiliates Not to be Otherwise Interested in Project** The Service Provider agrees that, during the term of this Contract and after its termination, the Service Provider and any entity affiliated with the Service Provider, as well as any Sub-Service Providers and any entity affiliated with such Sub-Service Providers, shall be disqualified from providing goods, works or services (other than consulting services) resulting from or directly related to the Service Provider's Services for the preparation or implementation of the project.
- 3.2.3 Prohibition of Conflicting Activities** of The Service Provider shall not engage, and shall cause their Personnel as well as their Sub-Service Providers 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 Service Provider 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 Service Provider 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 Service Provider** The Service Provider (a) shall take out and maintain, and shall cause any Sub-Service Providers to take out and maintain, at their (or the Sub-Service Providers', as the case may be) own cost but on terms and conditions approved by the Client, insurance against the risks, and for the coverage, as shall be specified in the SCC; and (b) at the Client's request, shall provide evidence to the Client showing that such insurance has been taken out and maintained and that the current premiums have been paid.
- 3.5 Service Provider's Actions Requiring Client's Prior Approval** The Service Provider 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 in Appendix C, and
 - (c) Any other action that may be specified in the SCC.
- 3.6 Reporting Obligations**
- (a) The Service Provider shall submit to the Client the reports and documents specified in Appendix B hereto, in the form, in the numbers and within the time periods set forth in the said Appendix.
 - (b) Final reports shall be delivered in CD ROM in addition to the hard copies specified in said Appendix.
- 3.7 Documents Prepared by the Service Provider to be the Property of the Client**
- (a) All plans, drawings, specifications, designs, reports, other documents and software submitted by the Service Provider under this Contract shall become and remain the property of the Client, and the Service Provider 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 Service Provider 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. SERVICE PROVIDER'S PERSONNEL

- 4.1 Description of Personnel** of The Service Provider shall employ and provide such qualified and experienced Personnel and Sub-Service Providers 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 Service Provider's Key Personnel are described in Appendix C. The Key Personnel and Sub-Service Providers listed by title as well as by name in Appendix C are hereby approved by the Client.
- 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 Service Provider, such as retirement, death, medical incapacity, among others, it becomes necessary to replace any of the Key Personnel, the Service Provider shall provide as a replacement a person of equivalent or better qualifications.
 - (b) If the Client finds that any of the Personnel have (i) committed serious misconduct or have been charged with having committed a criminal action, or (ii) have reasonable cause to be dissatisfied with the performance of any of the Personnel, then the Service Provider 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 Service Provider 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 Service Provider such assistance and exemptions as specified in the SCC.
- 5.2 Change in the Applicable Law Related to Taxes and Duties** If, after the date of this Contract, there is any change in the Applicable Law with respect to taxes and duties which increases or decreases the cost incurred by the Service Provider in performing the Services, then the remuneration and reimbursable expenses otherwise payable to the Service Provider under this Contract shall be increased or decreased accordingly by agreement between the Parties, and corresponding adjustments shall be made to the amounts referred to in Clauses GCC 6.2 (a) or (b), as the case may be.
- 5.3 Services and Facilities** and The Client shall make available free of charge to the Service Provider the Services and Facilities listed under Appendix F.

6. PAYMENTS TO THE SERVICE PROVIDER

- 6.1 Lump-Sum Payment** The total payment due to the Service Provider shall not exceed the Contract Price which is an all-inclusive fixed lump-sum covering all costs required to carry out the Services described in Appendix A. Except as provided in Clause 5.2, the Contract Price may only be increased above the amounts stated in



Clause 6.2 if the Parties have agreed to additional payments in accordance with Clause 2.4.

- 6.2 Contract Price** (a) The price payable in foreign currency/currencies is set forth in the SCC.
(b) The price payable in local currency is set forth in the SCC.
- 6.3 Payment for Additional Services** For the purpose of determining the remuneration due for additional services as may be agreed under Clause 2.4, a breakdown of the lump-sum price is provided in Appendices D and E.
- 6.4 Terms and Conditions of Payment** Payments will be made to the account of the Service Provider and according to the payment schedule stated in the SCC. Unless otherwise stated in the SCC, the first payment shall be made against the provision by the Service Provider of an advance payment guarantee for the same amount, and shall be valid for the period stated in the SCC. Such guarantee shall be in the form set forth in Appendix G hereto, or in such other form, as the Client shall have approved in writing. Any other payment shall be made after the conditions listed in the SCC for such payment have been met, and the Service Provider has submitted an invoice to the Client specifying the amount due.

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.



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 Service Providers to accurately cost their Tenders.]

No. of GCC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
1.4	<p><i>[To be completed after award]</i></p> <p><u>Client:</u> Client: Address: Phone: Contact Person:</p> <p><u>Service Provider:</u> Address: Phone: Contact Person:</p>
1.6	<p>In case the Service Provider consists of a joint venture/consortium/association of more than one entity, the Member in Charge is: <i>[>>>insert name of member>>>]</i></p>
1.7	<p>The Authorized Representatives are:</p> <p>For the Client: <i>[>>>insert name >>>]</i></p> <p>For the Service Provider: <i>[>>>insert name >>>]</i></p>
1.8	<p>Regarding Taxes and Duties:</p> <p>(1) the Service Provider, Sub-Service Providers and Personnel, and their eligible dependents, shall follow the usual customs procedures of Government’s country in importing property into Eswatini ; and</p> <p>(2) if the Service Provider, Sub-Service Providers 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 Service Provider, Sub-Service Providers, 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</p>



	time the property in question was brought into Eswatini.
2.1	<p>This Contract shall come into effect on [>>>insert date>>].</p> <p><i>[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']</i></p>
2.2	<p>The Service Provider shall begin carrying out the Services not later than the [>>>insert the number of days after the Effective Date>>].</p> <p><i>[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.]</i></p> <p><i>[This period (number of days) shall by the Service Provider be used for mobilizing staff. Calculating the number of days, consider the type of staff (national/international), which is required.]</i></p>
2.3	<p>Unless terminated earlier, this Contract shall expire at insert [>>>insert the Date>>]</p> <p><i>[This date should come after the expected time of final payment to the Service Provider]</i></p>
3.4	<p>The risks to be covered by the Client and eventual Sub-Service Providers shall be as follows: <i>[The following is normally sufficient, but consider, if there are special risks involved in this services delivery]</i></p> <ul style="list-style-type: none"> (a) Third Party motor vehicle liability insurance in respect of motor vehicles operated in Eswatini by the Service Provider or its Personnel or any Sub-Service Providers, 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 Service Provider and of any Sub-Service Providers, 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)	<p>Further to what is required in GCC3.5(a) GCC3.5(b), the following actions require the Client's prior approval <i>[State such actions or write 'None']</i></p>
3.7 (b)	<p><i>[The following example is a particularly important clause if any intellectual property is involved. Otherwise state here "No restrictions".]</i></p> <p>The Service Provider shall not use these documents and software for purposes unrelated to this Contract without the prior written approval of the Client</p>



Special Conditions of Contract

<p>5.1</p>	<p>The Client will assist the Service Provider such assistance and exemptions as follows:</p> <p><i>[For international Service Providers, this might include issues such as visa, work permit, secretary. If no assistance is provided, delete wording and state “No activities”]</i></p>
<p>6.2(a)</p>	<p>Not applicable</p>
<p>6.2(b)</p>	<p>The amount in local currency is <i>[insert amount]</i>.</p>
<p>6.4</p>	<p>Payments shall be made promptly by the Procuring Entity in accordance with the schedule below, and not later than forty five (45) days after submission of an eligible invoice or claim by the Service Provider.</p> <p>The accounts are:</p> <p>For local currency: <i>[>>>insert an account number>>>]</i></p>
<p>8.2</p>	<p>Arbitration shall be in accordance with the UNCITRAL procedures.</p>



APPENDICES

[These appendices shall be developed by the Procuring Entity as part of the Contract at the time when the Contract has been awarded].

APPENDIX A – DESCRIPTION OF SERVICES

[Provide here detailed descriptions of the Services to be provided, dates for completion of the various tasks, place of performance for the different tasks, specific tasks to be approved by Client, etc.]

APPENDIX B - REPORTING REQUIREMENTS

[Provide here information about the format, frequency and contents of reports, persons to receive these reports, dates of submission of the reports, etc.]

APPENDIX C - KEY PERSONNEL AND SUB-SERVICE PROVIDERS

[Provide here the following information:

- C-1 Titles [and names, if already available], detailed job descriptions and minimum qualifications of Key Foreign Personnel to be assigned to work in Eswatini, and estimated staff-months for each.*
- C-2 Same as C-1 for key foreign personnel to be assigned to work outside Eswatini*
- C-3 List approved Sub-Service Providers (if already available); List same information with respect to the Sub-Service Providers' Personnel as in C-1 or C-2.*
- C-4 Same information as C-1 for key local personnel.]*

APPENDIX D - BREAKDOWN OF CONTRACT PRICE IN FOREIGN CURRENCY

[List here the elements of cost used to arrive at the breakdown of the lump-sum price - local currency portion:

- 1. Monthly rates for Personnel (Key Personnel and other Personnel).*
- 2. Reimbursable expenditures.*

This appendix will exclusively be used for determining remuneration for additional services.]

APPENDIX E - BREAKDOWN OF CONTRACT PRICE IN LOCAL CURRENCY

[List here the elements of cost used to arrive at the breakdown of the lump-sum price - local currency portion:

- 1. Monthly rates for Personnel (Key Personnel and other Personnel).*
- 2. Reimbursable expenditures.*



Appendices

This appendix will exclusively be used for determining remuneration for additional services.]

APPENDIX F - SERVICES AND FACILITIES PROVIDED BY THE CLIENT

[List here the services and facilities to be made available to the Service Provider by the Client.]



Bank Guarantee for Advance Payment Form

