REQUEST FOR PROPOSALS

RFP # SWSC 16A OF 2017/2018 (Revision of RFP# 16 of 2017/2018)

SELECTION OF CONSULTANTS

PROJECT NAME

SOLAR PHOTOVOLTAIC POWER PLANT DEVELOPMENT

TITLE OF CONSULTING SERVICES

PROVISION OF PROFESSIONAL SERVICES
FOR SOLAR PHOTOVOLTAIC POWER PLANT DEVELOPMENT

Swaziland Water Services Corporation Headquarters,
Emtonjeni Building,
Cnr MR103 and Cultural Village Drive
Ezulwini
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Letter of Invitation

SWAZILAND WATER SERVICES CORPORATION

Invitation for submission of Bids (IFB)

Tender number SWSC 16 OF 2017/2018

SOLAR PHOTOVOLTAIC POWER PLANT DEVELOPMENT
(Revised Tender)

The Swaziland Water Services Corporation hereby invites sealed bids from eligible engineering service providers for the Feasibility Study, Services Procurement, Contract Administration, Project Management and Supervision Administration of a maximum 10MW Solar Power Plant and ancillary works.

Bidding documents are available and downloadable online on the Swaziland Water Services Corporation’s Website, www.swsc.co.sz

Bids shall be valid for a period of 120 days after Bid opening and must be accompanied by a bid security of E 50 000.00 and delivered to;

The Managing Director
Swaziland Water Services Corporation Headquarters,
Emfonjeni Building,
MR3 Between Gables Shopping Complex and Usushwana Bridge
Ezulwini

on or before 12.00 noon, Friday the 23rd February 2018 at which time they will be opened in the presence of bidders who elect to attend.

A non-compulsory pre-bid meeting will be conducted on Thursday the 08th February 2018 at SWSC Head Office.

All Firms which intend to bid are requested to indicate by forwarding a letter of intent via email to: procurement@swsc.co.sz by end of day, Friday the 02nd February 2018.

Late, telegraphic, Emailed and faxed tenders shall not be accepted. The Corporation does not bind itself to accept the lowest or any tender.

Enquiries may be emailed to: procurement@swsc.co.sz

P.N. BHEMBE
MANAGING DIRECTOR
Section 2. Information to Consultants

1. Introduction

The Client will select a firm in accordance with the method of selection specified in the Data Sheet.

The Consultants are invited to submit a Technical Proposal (Section 3) and a financial proposal (Section 4) for the consulting services. The proposal will be the basis for contract negotiations and ultimately for a signed contract with the selected firm.

When the assignment is phased, the performance of the Consultant under each phase must be to the Client’s satisfaction before work begins on the next phase. The Client’s written approval shall be given prior to the commencement of the next phase.

The consultants must familiarize themselves with site conditions and take them into account in preparing their proposals.

The Client may provide the inputs in the Terms of Reference (ToR’s), to assist the firm in obtaining licenses and permits needed to carry out the services where possible, and make available relevant project data and reports with in his possession.

Please note that (i) the costs of preparing the proposal and of negotiating the contract are not reimbursable as a direct cost of the assignment; and (ii) the Client is not bound to accept any of the proposals submitted.

The Corporation’s policy requires that consultants provide professional, objective, and impartial advice and at all times hold the Corporation’s interests paramount, without any consideration for future work, and strictly avoid conflicts with other assignments or their own corporate interests. Consultants shall not be hired for any assignment that would be in conflict with their prior or current obligations to other clients, or that may place them in a position of not being able to carry out the assignment in the best interest of the Client.

Without limitation on the generality of this rule, consultants shall not be hired under the circumstances set forth below:

(a) A firm which has been engaged by the Client to provide goods or works for a project, and any of their affiliates, shall be disqualified from providing consulting services for the same project. Conversely, firms hired to provide consulting services for the preparation or implementation of a project, and any of their affiliates, shall be disqualified from subsequently providing goods or works or services related to the initial assignment (other than a continuation of the firm’s earlier consulting services) for the same project.
(b) Consultants or any of their affiliates shall not be hired for any assignment which, by its nature, may be in conflict with another assignment of the consultants.

Consultants may be hired for downstream work, when continuity is essential. It will be the exclusive decision of the Client whether or not to have the downstream assignment carried out, and if it is carried out, which consultant will be hired for the purpose.

It is the Corporation’s policy to require that its Officials as well as consultants observe the highest standard of ethics during the selection and execution of such contracts. In pursuance of this policy, the Corporation’s Board of Directors:

(a) defines, for the purposes of this provision, the terms set forth below as follows:

(i) “corrupt practice” means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official in the selection process or in contract execution; and

(ii) “fraudulent practice” means a misrepresentation of facts in order to influence a selection process or the execution of a contract to the detriment of the borrower, and includes collusive practices among consultants (prior to or after submission of proposals) designed to establish prices at artificial, non-competitive levels and to deprive the borrower of the benefits of free and open competition.

(b) will reject a proposal for award if it determines that the firm recommended for award has engaged in corrupt or fraudulent activities in competing for the contract in question;

(c) will institute legal action if it at any time it determines that corrupt or fraudulent practices were engaged in by representatives of the Corporation during the selection process or the execution of the contract.

(d) will declare a firm ineligible, either indefinitely or for a stated period of time, to be awarded a Corporation contract if it at any time determines that the firm has engaged in corrupt or fraudulent practices in competing for, or in executing, a Corporation contract; and

(e) will have the right to require that a provision be included requiring consultants to permit the Corporation to inspect their accounts and records relating to the performance of the
contract and to have them audited by auditors appointed by the Corporation.

Consultants shall not be under a declaration of ineligibility for corrupt and fraudulent practices.

Consultants shall furnish information as described in the Financial Proposal submission form (Section 4A) on commissions and gratuities, if any, paid or to be paid to agents relating to this proposal, and to execute the work if the firm is awarded the contract.

Consultants shall be aware of the provisions on fraud and corruption stated and or implied in the Standard Contract.

2. Clarification and Amendment of RFP Documents

Consultants may request clarification(s) 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 by paper mail, cable, telex, facsimile, or electronic mail to the Client’s address indicated in the Data Sheet (Section 2.1). The Client will respond by cable, telex, facsimile, or electronic mail to such requests and will send written copies of the response (including an explanation of the query but without identifying the source of inquiry) to all consultants who intend to submit proposals.

At any time before the submission of proposals, the Client may, for any reason, whether at its own initiative or in response to a clarification requested by a firm intending to bid, amend the RFP. Any amendment shall be issued in writing through addenda. Addenda shall be sent by mail, cable, telex, facsimile, or electronic mail to all consultants intending to bid and will be binding on them. The Client may at its discretion extend the deadline for the submission of proposals.

3. Preparation of Proposal

3.1 Technical Proposal

In preparing the Technical Proposal, consultants are expected to examine the documents constituting this RFP in detail. Material deficiencies in providing the information requested may result in rejection of a proposal.

While preparing the Technical Proposal, consultants must give particular attention to the following:

(i) If a consultant considers that it does not have all the expertise for the assignment, it may obtain a full range of expertise by associating with individual consultant(s) and/or other consultants or entities in a joint venture or sub consultancy, as appropriate.

(ii) The proposal shall be based on the number of professional staff-months estimated by the firm.
(iii) It is desirable that the majority of the key professional staff proposed be permanent employees of the firm or has an extended and stable working relationship with it.

(v) Alternative professional staff shall not be proposed, and only one curriculum vitae (CV) may be submitted for each position. (Section 3F)

The Technical Proposal shall provide the following information using the attached Standard Forms (Section 3):

(i) A brief description of the firm’s organization and an outline of recent experience on assignments (Section 3B) of a similar nature. For each assignment, the outline should indicate, inter alia, the profiles of the staff proposed, duration of the assignment, contract amount, and firm’s involvement.

(ii) Any comments or suggestions on the Terms of Reference and on the data, a list of services, and facilities to be provided by the Client (Section 3C).

(iii) A description of the methodology and work plan for performing the assignment (Section 3D).

(iv) The list of the proposed staff team by specialty, the tasks that would be assigned to each staff team member, and their timing (Section 3E).

(v) CVs recently signed by the proposed professional staff and the authorized representative submitting the proposal (Section 3F). Key information should include number of years working for the firm/entity and degree of responsibility held in various assignments during the last five (5) years.

(vi) Estimates of the total staff input (professional and support staff; staff time) needed to carry out the assignment, supported by bar chart diagrams showing the time proposed for each professional staff team member (Sections 3E and 3G).

(vii) A detailed description of the proposed methodology, staffing, and monitoring of training, if the Data Sheet specifies training as a major component of the assignment.

The Technical Proposal shall not include any financial information.

3.2 Financial Proposal

In preparing the Financial Proposal, consultants are expected to take into account the requirements and conditions outlined in the RFP documents. The Financial Proposal should follow Standard Forms (Section 4). It lists all costs
associated with the assignment, including (a) remuneration for staff (foreign and local, in the field and at headquarters), and (b) reimbursable expenses such as subsistence (per diem, housing), transportation (international and local, for mobilization and demobilization), services and equipment (vehicles, office equipment, furniture, and supplies), office rent, insurance, printing of documents, surveys, and training, if it is a major component of the assignment. If appropriate, these costs should be broken down by activity and, if appropriate, into foreign and local expenditures.

The Financial Proposal should clearly estimate, as a separate amount, the taxes, duties, fees, levies, and other charges imposed under the applicable law, on the consultants, the sub consultants, and their personnel (other than nationals or permanent residents of the government’s country), unless the Data Sheet specifies otherwise.

Commissions and gratuities, if any, paid or to be paid by consultants and related to the assignment will be listed in the Financial Proposal submission form (Section 4A).

The Data Sheet indicates how long the proposals must remain valid after the submission date. During this period, the consultant is expected to keep available the professional staff proposed for the assignment. The Client will make its best effort to complete negotiations within this period. If the Client wishes to extend the validity period of the proposals, the consultants who do not agree have the right not to extend the validity of their proposals.

4. Submission, Receipt, and Opening of Proposals

The original proposal (Technical Proposal and Financial Proposal) shall be prepared in indelible ink. It shall contain no interlineation or overwriting, except as necessary to correct errors made by the firm itself. Any such corrections must be initialled by the persons or person who sign(s) the proposals.

An authorized representative of the firm must initial all pages of the proposal originals. The representative’s authorization is confirmed by a written power of attorney accompanying the technical proposal. Technical proposals shall also include the firm’s valid trading license, a valid tax clearance certificate for government or parastatal tender, Power of Attorney, Form confirming Company Directorship (Form J), Labour Compliance Certificate, Directorship Police Clearance, fully completed Eligibility criteria form in terms of the procurement act 2011(Attached) a bid security of E50, 000.00 and an E500 submission receipt from any SWSC revenue office.

For each proposal, the consultants shall prepare the number of copies indicated in the Data Sheet. Each Technical Proposal and Financial Proposal shall be marked “ORIGINAL” or “COPY” as appropriate. If there are any discrepancies between the original and the copies of the proposal, the original governs.

The original and all copies of the Technical Proposal shall be placed in a sealed
envelope clearly marked “Technical Proposal,” and the original and all copies of the Financial Proposal in a sealed envelope clearly marked “FINANCIAL PROPOSAL” and warning: “DO NOT OPEN WITH THE TECHNICAL PROPOSAL.” Both envelopes shall be placed into an outer envelope and sealed. This outer envelope shall bear the submission address and other information indicated in the Data Sheet and shall be clearly marked, “DO NOT OPEN, EXCEPT IN PRESENCE OF THE EVALUATION COMMITTEE.”

The completed Technical and Financial Proposals must be delivered at the submission address on or before the time and date stated in the Data Sheet (Section 2.1). Once delivered to submission address, withdrawals, substitutions and modifications will not be allowed. Any proposal received after the closing time for submission of proposals shall be returned unopened. Withdrawals, substitutions and modifications are however allowed before submission deadline.

After the deadline for submission of proposals, the Technical Proposal shall be opened immediately by the evaluation committee. The Financial Proposal shall remain sealed and shall be kept in the Managing Director’s safe until all submitted proposals are opened publicly.

5. Proposal Evaluation
   5.1 General

From the time the bids are opened to the time the contract is awarded, if any consultant wishes to contact the Client on any matter related to its proposal, it should do so in writing at the address indicated in the Data Sheet (Section 2.1). Any effort by the firm to influence the Client in the Client’s proposal evaluation, proposal comparison or contract award decisions may result in the rejection of the consultant’s proposal.

Evaluators of Technical Proposals shall have no access to the Financial Proposals until the technical evaluation, including any Board’s reviews and issuance of a "no objection", is concluded.

5.2 Evaluation of Technical Proposals

The evaluation committee, appointed by the Corporation, evaluates the proposals on the basis of their responsiveness to the Terms of Reference (Section 5), applying the evaluation criteria, subcriteria (typically not more than three per criteria), and point system specified in the Data Sheet. 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 Terms of Reference or if it fails to achieve the minimum technical score indicated in the Data Sheet.

After the evaluation of quality is completed, the Corporation shall notify those consultants whose proposals did not meet the minimum qualifying mark or were considered nonresponsive to the RFP and Terms of Reference, indicating that their Financial Proposals will be returned unopened after completing the selection process. The Corporation shall simultaneously notify the consultants that have secured the minimum qualifying mark, indicating the date and time set for opening the Financial Proposals. The notification may be sent by
registered letter, cable, telex, facsimile, or electronic mail.

### 5.3 Public Opening and Evaluation of Financial Proposals: Ranking (QCBS, Fixed-Budget, and Least-Cost Selection Methods Only)

The Financial Proposals shall be opened publicly in the presence of the consultants’ representatives who choose to attend. The name of the consultant, the quality scores, and the proposed prices shall be read aloud and recorded when the Financial Proposals are opened.

The evaluation committee will determine whether the Financial Proposals are complete (i.e., whether they have made costs for all items of the corresponding Technical Proposals; if not, the Client will cost them and add their cost to the initial price), and correct any computational errors. 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 consultants (and to be paid under the contract, unless the consultant is exempted), and estimated as per para. 3.7.

Under the QCBS, the lowest Financial Proposal (Fm) will be given a 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: $S = St \times T\% + Sf \times P\%$. The firm achieving the highest combined technical and financial score will be invited for negotiations.

### 6. Negotiations

Negotiations will be held at the address indicated in the Data Sheet. The aim is to reach agreement on all points and sign a contract.

Negotiations will include a discussion of the Technical Proposal, the proposed methodology (work plan), staffing and any suggestions made by the firm to improve the Terms of Reference. The Client and firm will then work out final Terms of Reference, staffing, and bar charts indicating activities, staff, periods in the field and in the home office, staff-months, logistics, and reporting. The agreed work plan and final Terms of Reference will then be incorporated in the “Description of Services” and form part of the contract. Special attention will be paid to getting the most the firm can offer within the available budget and to clearly defining the inputs required from the Client to ensure satisfactory implementation of the assignment. (Section 3G & 3H)

Unless there are exceptional reasons, the financial negotiations will involve neither the remuneration rates for staff (no breakdown of fees) nor other proposed unit rates.
Having selected the firm on the basis of, among other things, an evaluation of proposed key professional staff, the Client expects to negotiate a contract on the basis of the experts named in the proposal. Before contract negotiations, the Client will require assurances that the experts 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 that such changes are critical to meet the objectives of the assignment. If this is not the case and if it is established that key staff were offered in the proposal without confirming their availability, the firm may be disqualified.

The negotiations will conclude with a review of the draft form of the contract. To complete negotiations the Client and the firm will initial the agreed contract. If negotiations fail, the Client will invite the firm whose proposal received the second highest score to negotiate a Contract. (Section 7 & 8)

7. Award of Contract

The awarding of contract shall be recommended to the best evaluated tenderer, as determined by the evaluation methodology and criteria specified in the invitation document. The contract award decision shall be taken by the appropriate approvals authority, but the award decision does not constitute a contract. Following the contract award decision, the client will prepare a notice indicating the name of the best evaluated tenderer, the value of the proposed contract and any evaluation scores. The notice will be sent to all tenderers who submitted tenders by letter and, where appropriate, by fax or email; and will be Published on the Swaziland Public Procurement Regulatory Agency website.

The Client will allow a period of at least ten working days to elapse from the date of dispatch and publication of the notice before a contract is awarded.

The contract will be awarded following negotiations. After negotiations are completed, the Client will promptly notify other consultants on the shortlist that they were unsuccessful and return the unopened Financial Proposals of those consultants who did not pass the technical evaluation.

8. Confidentiality

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 winning firm has been notified that it has been awarded the contract.
Information to Consultants

2.1 Data Sheet

The name of the Client is: **Swaziland Water Services Corporation**

The method of selection is: **Quality and cost based**

Technical and Financial Proposals are requested: **Yes, in separate sealed envelopes**

The assignment is phased: **Yes.**

The name(s) and telephone numbers of the Client’s official(s) are:

Mr. Bongani Thusi - M & E Engineer
Tel. 2416 9000

Clarifications may be requested: 10 days **before the submission date** (13 February 2018)

Submission date: **Friday, 23 February 2018**

Pre Bid Meeting: **A non-compulsory** pre-bid meeting will be conducted on Thursday the 08th February 2018 at SWSC Head Office.

Letter of intent to bid submitted by: **End of day, Friday, 02nd February 2018 via email to:** procurement@swsc.co.sz

The address for requesting clarifications is: procurement@swsc.co.sz

Telephone **2416 9000** Facsimile: **2416 3618/20**

Training is a specific component of this assignment: **Yes**

Proposals must remain valid **120 days** after the submission date.

Consultants must submit an original and **4 additional copies** of each proposal:

The postal address is:

**Swaziland Water Services Corporation**
P.O. Box 20,
Mbabane
H100.
Proposals shall be hand delivered to a designated tender box; The proposal submission address is

**Physical address**

Emtonjeni Building  
Corner MR 103 and Cultural Village Road  
Ezulwini

Proposals shall be valid for a period of 120 days after Bid opening and addressed to:

The Managing Director  
Swaziland Water Services Corporation Headquarters,  
Emtonjeni Building,  
Corner MR 103 and Cultural Village Road  
Ezulwini

on or before **12.00 noon 23rd February 2018**, at which time they will be opened in the presence of bidders who elect to attend.

Information on the outer envelope should also include: _PROVISION OF PROFESSIONAL SERVICES FOR THE SOLAR PHOTOVOLTAIC POWER PLANT_

The Name of the bidder should also be provided on outer envelope.

The number of points to be given under each of the evaluation criteria are:

| (i) | Specific experience of the consultant firm related to the assignment | 25 |
| (ii) | Adequacy of the proposed work plan and methodology in responding to the Terms of Reference | 25 |
| (iii) | Qualifications and competence of the key staff for the Assignment | 30 |
| (iv) | Local Content of key staff | 10 |
| (iv) | Reference Checks | 10 |

**Total Points: 100**

The number of points to be given under each evaluation sub criteria for qualifications of staff are:

<table>
<thead>
<tr>
<th>Points</th>
</tr>
</thead>
<tbody>
<tr>
<td>(i) General qualifications</td>
</tr>
<tr>
<td>(ii) Adequacy for the project</td>
</tr>
<tr>
<td>(iii) Experience in region and language proficiency</td>
</tr>
</tbody>
</table>
The number of points to be given under each evaluation sub criteria for work plan and methodology in responding to the terms of reference:

<table>
<thead>
<tr>
<th>Points</th>
<th></th>
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<tbody>
<tr>
<td>(i) Work plan</td>
<td>17</td>
</tr>
<tr>
<td>(ii) Activity schedule</td>
<td>5</td>
</tr>
<tr>
<td>(iii) Comment of terms of reference</td>
<td>3</td>
</tr>
<tr>
<td>Total Points</td>
<td>25</td>
</tr>
</tbody>
</table>

The minimum technical score required to pass is 70%

The formula for determining the financial scores is the following:

\[ S_f = 100 \times \frac{F_m}{F}, \text{ in which } S_f \text{ is the financial score, } F_m \text{ is the lowest price and } F \text{ the price of the proposal under consideration, or another proportional linear formula}\]

The weights given to the Technical (T) and Financial Proposals (F) are:

\[ T = 0.8, \text{ and } P = 0.2 \]

The Corporation does not bind itself to appoint the lowest or any consultant.
Section 3. Technical Proposal - Standard Forms

3A. Technical Proposal submission form.

3B. Firm’s references.

3C. Comments and suggestions of consultants on the Terms of Reference and on data, services, and facilities to be provided by the Client.

3D. Description of the methodology and work plan for performing the assignment.

3E. Team composition and task assignments.

3F. Format of curriculum vitae (CV) for proposed professional staff.

3G. Time schedule for professional personnel.

3H. Activity (work) schedule.
3A. TECHNICAL PROPOSAL SUBMISSION FORM

[Location, Date]

To: [Name and address of Client]

Ladies/Gentlemen:

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

If negotiations are held during the period of validity of the Proposal, i.e., before [Date] 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 understand you are not bound to accept any Proposal you receive.

We remain,

Yours sincerely,

Authorized Signature:
Name and Title of Signatory:
Name of Firm:
Address:
3B. FIRM’S REFERENCES

Relevant Services Carried Out in the Last Five Years
That Best Illustrate Qualifications

Using the format below, provide information on each assignment for which your firm/entity, either individually as a corporate entity or as one of the major companies within an association, was legally contracted.

<table>
<thead>
<tr>
<th>Assignment Name:</th>
<th>Country:</th>
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<tbody>
<tr>
<td>Location within Country:</td>
<td>Professional Staff Provided by Your Firm/Entity(profiles):</td>
</tr>
<tr>
<td>Name of Client:</td>
<td>Nº of Staff:</td>
</tr>
<tr>
<td>Address:</td>
<td>Nº of Staff-months; Duration of Assignment:</td>
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<tr>
<td>Start Date (Month/Year):</td>
<td>Completion Date (Month/Year):</td>
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<tr>
<td>Name of Associated Consultants, If Any:</td>
<td>Nº of Months of Professional Staff Provided by Associated Consultants:</td>
</tr>
<tr>
<td>Name of Senior Staff (Project Director/Coordinator, Team Leader) Involved and Functions Performed:</td>
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<tr>
<td>Narrative Description of Project:</td>
<td></td>
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<tr>
<td>Description of Actual Services Provided by Your Staff:</td>
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</table>

Firm’s Name: ________________________________
3C. COMMENTS AND SUGGESTIONS OF CONSULTANTS ON THE TERMS OF REFERENCE AND ON DATA, SERVICES, AND FACILITIES TO BE PROVIDED BY THE CLIENT

On the Terms of Reference:

1.
2.
3.
4.
5.

On the data, services, and facilities to be provided by the Client:

1.
2.
3.
4.
5.
3D. DESCRIPTION OF THE METHODOLOGY AND WORK PLAN FOR PERFORMING THE ASSIGNMENT
### 3E. TEAM COMPOSITION AND TASK ASSIGNMENTS

#### 1. Technical/Managerial Staff

<table>
<thead>
<tr>
<th>Name</th>
<th>Position</th>
<th>Task</th>
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#### 2. Support Staff

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<th>Name</th>
<th>Position</th>
<th>Task</th>
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3F. Format of Curriculum Vitae (CV) for Proposed Professional Staff

Proposed Position: ________________________________________________________________

Name of Firm: ________________________________________________________________

Name of Staff: ________________________________________________________________

Profession: ________________________________________________________________

Date of Birth: ________________________________________________________________

Years with Firm/Entity: ___________________________ Nationality: ________________

Membership in Professional Societies: ____________________________________________

______________________________________________________________

Detailed Tasks Assigned: _________________________________________________________

______________________________________________________________

Key Qualifications:

[Give an outline of staff member’s experience and training most pertinent to tasks on assignment. Describe degree of responsibility held by staff member on relevant previous assignments and give dates and locations. Use about half a page.]

______________________________________________________________

Education:

[Summarize college/university and other specialized education of staff member, giving names of schools, dates attended, and degrees obtained. Use about one quarter of a page.]

______________________________________________________________
Employment Record:

[Starting with present position, list in reverse order every employment held. List all positions held by staff member since graduation, giving dates, names of employing organizations, titles of positions held, and locations of assignments. For experience in last ten years, also give types of activities performed and client references, where appropriate. Use about two pages.]

Languages:

[For each language indicate proficiency: excellent, good, fair, or poor in speaking, reading, and writing.]

Certification:

I, the undersigned, certify that to the best of my knowledge and belief, these data correctly describe me, my qualifications, and my experience.

[Signature of staff member and authorized representative of the firm]  Date: Day/Month/Year

Full name of staff member: ______________________________
Full name of authorized representative: ____________________
### 3G. TIME SCHEDULE FOR PROFESSIONAL PERSONNEL

<table>
<thead>
<tr>
<th>Name</th>
<th>Position</th>
<th>Reports Due/Activities</th>
<th>Months (in the Form of a Bar Chart)</th>
<th>Number of Months</th>
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</tbody>
</table>

Subtotal (1)  
Subtotal (2)  
Subtotal (3)  
Subtotal (4)

Full-time: __________  
Part-time: __________

Reports Due: __________  
Activities Duration: __________

Signature: ____________________________  
(Authorized representative)

Full Name: _______________________

Title: _______________________

Address: _______________________

25
### 3H. ACTIVITY (WORK) SCHEDULE

#### A. Field Investigation and Study Items

<table>
<thead>
<tr>
<th>Activity (Work)</th>
<th>1st</th>
<th>2nd</th>
<th>3rd</th>
<th>4th</th>
<th>5th</th>
<th>6th</th>
<th>7th</th>
<th>8th</th>
<th>9th</th>
<th>10th</th>
<th>11th</th>
<th>12th</th>
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</tbody>
</table>

[1st, 2nd, etc. are weeks from the start of assignment.]

#### B. Completion and Submission of Reports

<table>
<thead>
<tr>
<th>Reports</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
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</tr>
</tbody>
</table>
Section 4. Financial Proposal - Standard Forms

4A. Financial Proposal submission form.
4B. Summary of costs.
4C. Breakdown of price per activity.
4D. Breakdown of remuneration per activity.
4E. Reimbursables per activity.
4F. Miscellaneous expenses.
4A. FINANCIAL PROPOSAL SUBMISSION FORM

[Location, Date]

To: [Name and address of Client]

Ladies/Gentlemen:

We, the undersigned, offer to provide the consulting services for [Title of consulting services] in accordance with your Request for Proposal dated [Date] and our Proposal (Technical and Financial Proposals). Our attached Financial Proposal is for the sum of [Amount in words and figures]. This amount is exclusive of the local taxes, which we have estimated at [Amount(s) in words and figures].

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, i.e., [Date].

Commissions and gratuities, if any, paid or to be paid by us to agents relating to this Proposal and Contract execution, if we are awarded the Contract, are listed below:

<table>
<thead>
<tr>
<th>Name and Address of Agents</th>
<th>Amount and Currency</th>
<th>Purpose of Commission or Gratitude</th>
</tr>
</thead>
<tbody>
<tr>
<td>_________________________</td>
<td>__________________</td>
<td>________________________________</td>
</tr>
<tr>
<td>_________________________</td>
<td>__________________</td>
<td>________________________________</td>
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<tr>
<td>_________________________</td>
<td>__________________</td>
<td>________________________________</td>
</tr>
</tbody>
</table>

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

We remain,

Yours sincerely,

Authorized Signature:
Name and Title of Signatory:
Name of Firm:
Address:
## 4B. SUMMARY OF COSTS

<table>
<thead>
<tr>
<th>Costs</th>
<th>Currency(ies)</th>
<th>Amount(s)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Subtotal</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Taxes</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Total Amount of Financial Proposal</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
### 4C. Breakdown of Price per Activity

<table>
<thead>
<tr>
<th>Activity No.:____________________</th>
<th>Activity No.:____________________</th>
<th>Description:____________________</th>
</tr>
</thead>
<tbody>
<tr>
<td>Price Component</td>
<td>Currency</td>
<td>Amount(s)</td>
</tr>
<tr>
<td>Remuneration</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Reimbursables</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Miscellaneous Expenses</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Subtotal</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
## 4D. BREAKDOWN OF REMUNERATION PER ACTIVITY

<table>
<thead>
<tr>
<th>Names</th>
<th>Position</th>
<th>Input</th>
<th>Remuneration Rate</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Regular staff</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Local staff</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Consultants</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Grand Total</td>
<td></td>
<td></td>
<td></td>
<td>___________</td>
</tr>
</tbody>
</table>
### 4E. Reimbursables per Activity

Activity No: ________________________________  
Name: ________________________________

<table>
<thead>
<tr>
<th>No.</th>
<th>Description</th>
<th>Unit</th>
<th>Quantity</th>
<th>Unit Price In</th>
<th>Total Amount In</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>International flights</td>
<td>Trip</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2.</td>
<td>Miscellaneous travel expenses</td>
<td>Trip</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>3.</td>
<td>Subsistence allowance</td>
<td>Day</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>4.</td>
<td>Local transportation costs</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>5.</td>
<td>Office rent/accommodation/clerical assistance and others</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Grand Total

___________
## 4F. Miscellaneous Expenses

<table>
<thead>
<tr>
<th>No.</th>
<th>Description</th>
<th>Unit</th>
<th>Quantity</th>
<th>Unit Price</th>
<th>Total Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>Communication costs between ______________________ and _____________________</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>(telephone, telegram, telex)</td>
<td></td>
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<td></td>
<td></td>
</tr>
<tr>
<td>2.</td>
<td>Drafting, reproduction of reports</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>3.</td>
<td>Equipment: vehicles, computers, etc.</td>
<td></td>
<td></td>
<td></td>
<td></td>
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<tr>
<td></td>
<td>Software</td>
<td></td>
<td></td>
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</tr>
<tr>
<td>4.</td>
<td>Grand Total</td>
<td></td>
<td></td>
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</tbody>
</table>
Section 5. Terms of Reference

THE PROVISION OF PROFESSIONAL CONSULTING SERVICES FOR SOLAR PHOTOVOLTAIC POWER PLANT DEVELOPMENT

1.0 Introduction

Swaziland Water Services Corporation (SWSC) has an interest in pursuing a solar photovoltaic project. Electricity supply is currently the single highest input cost driver in water supply on SWSC’s Expenditure. It is anticipated that over the next three (3) years, the contribution to total expenditure will increase significantly. Such increases will eventually render SWSC’s operations not sustainable. It therefore makes sense to invest in alternate energy supply options.

2.0 Background

The SWSC utilises about 30,000 Megawatt - hours per year and with the coming online of new stations the usage is expected to rise to over 32,000 Megawatt – hours per year. With the ever increasing costs of power the need for alternatives becomes inevitable. With adequate land available adjacent to existing Matsapha Waste Water Treatment Plant, SWSC intends to set up a Solar Photovoltaic Power Plant with a minimum of 5MW and a Maximum of 10MW. The proposed land measures approximately 158 hectares. The coordinates for the proposed site are longitude of 26° 32’54.11” and latitude of 31° 17’ 40.30”. The site is on an elevation of 525 meters.

3. Scope of Services

3.1. Feasibility and Conceptual Design

3.1.1. Activity 1-Inception Study

The Consultant shall hold a kick-off meeting within three (4) weeks of contract award to review the TOR with SWSC and develop a detailed work plan based on the TOR. The Work Plan shall detail the timeline and milestones, and shall form the basis for assessing the Consultants progress. During this meeting, the Consultant shall establish SWSC’s desired reporting formats and timing for reporting updates. SWSC and Consultant points of contact and key members of the Project team shall be identified and roles and responsibility of each member established. The Consultant shall identify the key Project stakeholders (e.g. Energy Regulator, Swaziland Electricity Company (SEC), Ministry of Natural Resources and Energy, etc.) and review their interest and influence on the implementation of the Project. As part of this activity, the Consultant shall specifically address the role and requirements
of SEC as the primary off taker for the Project, as well as under the power purchase or power wheeling agreement between SEC and SWSC.

The Consultant shall have access to the proposed site to collect technical data and other information needed to formulate an RFP for an EPC contractor. SWSC shall facilitate the Consultant’s access to the proposed site, provide guidance to the Consultant on the Consultant’s proposed approach to contact information sources and review and provide concurrence on the Consultant’s plan to contact and meet with other Project stakeholders to assess their interest in and potential impact on the Project.

**Activity 1 Deliverable:** The Consultant shall provide SWSC with a report that contains all findings and provides a detailed account of all work performed under Activity 1, including, but not limited to, (i) the Work Plan that details the Study timeline, milestones, Deliverables, and roles and responsibilities of the Consultant and SWSC for successful completion of the Inception Study; (ii) a review of key stakeholders and outreach conducted to gather stakeholder feedback on the Project; and (iii) identification of information required, and plan for obtaining necessary information. These will be included in final report.

**3.1.2. Activity 2: Technical Analysis and Conceptual Design**

**Sub activity 2(a): Site Survey and Geotechnical Analysis**

The Consultant shall conduct a land survey and geotechnical analysis at the proposed power plant site. The survey and geotechnical analysis shall be detailed enough to inform the civil works costs and shall include any drainage; grading, levelling and fencing that may be required at the proposed site.

**Sub activity 2(b): Collection of Available Solar Irradiation and Meteorological Data**

The Consultant shall assess the solar resource for a Time series of not less than 10 year hourly data (total irradiance, diffuse irradiance and temperature) or other satellite-derived data, as well as data adapted from neighbouring weather stations’ measurements. The findings from the solar resource assessment shall be incorporated into the performance models in Sub activity 2(c). The Consultant shall present the data in an industry standard format for assessment of solar resources that would be acceptable to financial institutions. This should be done as part of the data to be provided to the EPC contractor. The EPC contractor will need to confirm this data as part of the engineering design.
Sub activity 2(c): Undertake a feasibility study of the proposed plant

Using the data collected in activity 1, Sub activity 2(a) and 2(b), equipment manufacturer design and performance information, and other available information, the Consultant shall conduct feasibility study to demonstrate the economic viability of the proposed plant.

The Consultant shall conduct an assessment of available solar PV technologies that may be used for each of the following components of the Project: solar PV modules, inverters, trackers, transformers, switchgear, meters, and balance of system components. The Consultant shall collect, analyse, and consider the following factors in its assessment of each PV technology:

- Basic topography of the proposed site (publically available data such as a contour survey);
- Geotechnical analysis for the proposed site (Subtask 2(a));
- Solar resource and meteorological data (Subtask 2(b));
- Access roads and construction logistics evaluation;
- Interconnection with the national electricity grid;
- Electrical evacuation alternatives;
- Equipment required for construction and maintenance;
- Performance, availability, and equipment warranties;
- Operations and maintenance schedule and costs; and
- Auxiliary power requirements during construction and operation.

The Consultant shall develop conceptual plant designs for a Five (5) MW and a Ten (10) MW solar PV plant that include, but are not limited to, the following items:

- Site plan and layout;
- Electrical single line diagrams;
- Instrumentation and control systems;
- Major equipment list with sizing;
- Major equipment specifications;
- Plant cost estimation (implementation and operation); and
- Energy production estimation.

Using the model, the Consultant will run cost and performance simulations to show energy production profile for the Project. The consultant will compare the results of the cost simulations with a projection of energy costs from SEC over the same period.
Activity 2 Deliverable: The Consultant shall provide SWSC with a report that contains all findings and provides a detailed account of all work performed under Activity 2. The Deliverable shall detail each Sub activity 2(a) through 2(c), including results from the site survey and geotechnical analysis, the assessment of solar resource and meteorological data, the technology assessment, potential software files, model(s) developed, conceptual design and performance modeling for the Project. The model(s) shall be provided in a format that SWSC can easily follow and adapt for future projects. This Deliverable shall be included as a stand-alone chapter in the Final Report.

3.1.3. Activity 3: Transmission and Interconnection Study

The Consultant shall assess interconnection requirements and develop a conceptual design for grid interconnection based on both the site assessment conducted in Task 2. The capital cost of the Project will include a transmission line to evacuate power to the nearest substation nominated by SEC. The costs will also include the associated connection and metering requirements. The consultant shall estimate and include these costs in the feasibility study. Consultant shall prepare a conceptual design for the new solar PV plant and power evacuation facility to the national grid. The Consultant shall obtain the necessary regulatory and technical requirements from SERA and the SEC respectively. The Consultant’s grid connection study shall also include a potential plan to transfer new transmission infrastructure to the SEC after operationalization of the Project.

Activity 3 Deliverable: The Consultant shall provide to SWSC a report of all work performed under activity 3, including a grid connection study, conceptual design for power evacuation and connection to the national grid and application. This Deliverable shall be included as a stand-alone chapter in the Final Feasibility Report.


Once the Consultant has completed the conceptual engineering design in Activity 2(c), the Consultant shall prepare a detailed development cost estimate. The Consultant shall review and revise the operations and maintenance (“O&M”) assessment that was completed under Activity 2. The revised O&M costs shall reflect any new and/or updated information. The Consultant’s estimate shall be based on a system model earlier developed. The Consultant will propose a management structure for the plant and include the attendant costs in the feasibility study.
Based on information analyzed under previous Tasks, the Consultant shall complete a Levelized Cost of Energy ("LCOE") analysis for the conceptual design. The intent of the LCOE is to provide a high level estimate of the anticipated capital, O&M, performance, and other LCOE cost factors for the Project. The Consultant shall include in its analysis a cash flow analysis, Life Cycle Cost Analysis ("LCCA"), market conditions, raw material availability, supply agreements, the PPA, and competing alternative methods of achieving the same or similar Project objectives. The LCCA shall consider all initial capital costs (e.g., plan, design, development, and construction) and long-term operational costs (e.g., warranties, operations, maintenance, spare parts, installation, refurbishment, and disposal).

The Consultant shall perform an economic analysis which incorporates all costs and benefits associated with Project implementation, including assigning monetary value to non-market goods and services. The economic analysis must also take into account when the costs and benefits are incurred. The Consultant’s economic analysis shall include a net present value and/or other standard indicator used by funding agencies/donors, such as the World Bank, the African Development Bank, and any other relevant investors as determined by the Consultant and Client for appraising investment projects. The Consultant’s economic analysis shall consider, at a minimum, the following items:

- Forecasted financial statements and supporting information;
- Forecasted sources and uses of funding;
- Forecasted key financial ratios and financial covenants;
- Expenses, O&M costs, and projected revenues;
- Inflation;
- Cost of capital (equity finance and external debt finance);
- Discounted value of future cash flows for the Project and discount rate used;
- Taxes; and
- Development fees and success payments.

The Consultant shall provide a rationale for the selected discount rate to ensure that the assumptions and methodologies used to select the discount rate are clear for potential financiers. Rationales may include, but are not limited to, the following:

- Opportunity cost of capital;
- Societal rate of time preference;
- Zero interest rate; and
- Cost of borrowing funds.
The Consultant shall perform a sensitivity analysis related to Project risk, including, but not limited to, capital costs (from -20 percent to 20 percent, in increments of five percent), operating and maintenance expenditure (from -20 percent to 20 percent, in increments of five percent), inflation indices where appropriate, exchange rates, and discount rate. The Consultant's sensitivity analysis may account for the cost recovery indicators based on different assumptions for key Project variables, such as electricity tariffs, sales volumes, capital and operating cost estimates, interest rates and investment requirements. The Consultant shall provide a financial model and report, including, but not limited to, net present value, payback time, internal rate of return, cash flow, and LCCA for the base case and all sensitivity analyses. The Consultant shall provide the SWSC with copies of the original electronic files for all economic and financial models.

**Activity 4 Deliverable:** The Consultant shall provide the client a report of all work performed under Activity 4, including, but not limited to, the construction cost estimates, O&M cost estimates, cash flow analysis, economic analysis, electronic financial models with detailed documentation, LCCA, and sensitivity analysis necessary to advance the development of the Project and that can be presented to potential sources of implementation financing for the Project. *It should be noted that the report for this activity will clearly define the feasibility of the project and will determine the need for carrying out subsequent activities of this exercise.* This Deliverable shall be included as a stand-alone chapter in the Final Report.

**Activity 5 Deliverable:** The Consultant shall provide a report of all work performed under Task 5, including, but not limited to, an assessment of potential sources of implementation financing for the Project and recommendations for the financial structure and sources of financing for the Project. This Deliverable shall be included as a stand-alone chapter in the Final Report.

**3.1.5. Activity 6: Environmental Review and Social Impact Assessment**

The Consultant shall conduct an environmental and social impact assessment to ensure that the proposed Project complies with all relevant local environmental regulations; the necessary environmental permits have been secured by the project team; and the Project complies with the requirements of potential sources of financing/funding. The Consultant shall also consider proximity of proposed Solar Power Plant to the National Airport. The Consultant’s report should include at a minimum the following:
☐ Environmental and regulatory considerations;
☐ Permitting requirements;
☐ Assessment of land use and land agreements for the Project;
☐ Site environmental assessments;
☐ Site environmental restrictions;
☐ Environmental impacts across the design, construction, operation, and decommissioning phases;
☐ Environmental risk assessment;
☐ Public participation process;
☐ Glare analysis;
☐ Air/water quality and noise assessment; and
☐ Waste management assessment.

The environmental and social impact assessment shall be performed in accordance with the country’s environmental regulations. The Consultant shall also conduct a social impact assessment in the context of the environmental review.

**Activity 6 Deliverable:** The Consultant shall provide a report of all work performed under Activity 6, including but not limited to, the Environmental and Social Impact Assessment described above. This Deliverable shall be included as a stand-alone chapter in the Final Report.

**Activity 7: Development Impact Assessment**

Anticipated outcomes of the Project implementation include increasing access to clean energy and reducing greenhouse gas (“GHG”) emissions by stimulating increased investments in clean energy generating infrastructure. The Consultant shall provide an assessment of the potential development impact if the Project is implemented according to the Study’s recommendations. The Consultant’s analysis of the potential development impacts shall be concrete, detailed, and based on the data and information collected during the performance of the Study. The development impact factors are intended to provide the Project's decision makers and interested parties with a broader view of the Project's potential effects.

The Consultant shall analyze each of the indicators listed below:

☐ Clean Energy Generation as a result of the implementation of the Project.
Quantity of operational renewable electric generation capacity as a result of the Project, measured in MW. The Consultant shall confirm whether this is still ten MW as anticipated or whether and why this may have changed as a result of the Study findings.

Human Capacity Building:

Job Creation

Environmental Impacts:

i. The Consultant shall quantify the GHG emissions reduced or avoided, measured in metric tons of carbon dioxide ("CO2"), if the Project is implemented. The Consultant shall calculate GHG emissions using publically available tools from the U.N. Framework Convention on Climate Change or an equivalent approved by the client.

ii. The Consultant shall also quantify any CO2 that may be produced if the Project is implemented.

iii. Technology Transfer and Productivity Enhancement.

Market Oriented Reforms: A description of any regulatory, legal, or institutional changes that are recommended and the effect such changes would have if implemented.

Activity 7 Deliverable: The Consultant shall provide SWSC a report of all work performed under this activity, including, but not limited to, an assessment of the potential development impact if the Project is implemented according to the Study recommendations.

3.1.6. Activity 8: Risk Analysis and Mitigation

The Consultant shall assess potential risks and recommend mitigation strategies for the Project. The Consultant’s risk analysis shall include, but not be limited to, risks associated with the solar PV plant during all phases of the project (e.g., planning, construction, and operation), and potential mitigation options to manage these risks.
**Activity 8 Deliverable:** The Consultant shall provide the client a report of all work performed under this activity including, but not limited to, a risk analysis and recommendations for risk mitigation. This Deliverable shall be included as a stand-alone chapter in the Final Report.

**3.1.7. Activity 9: Implementation Plan and Capacity Building**

Based on the results of the feasibility study, and the preliminary consent of SERA and SEC, the Client will authorise the Consultant to develop a procurement plan for the Project. The conditions precedent will include a commercial agreement with SEC regarding exchange of energy between the plant and the grid. This Procurement plan should result in an RFP tender for an EPC contractor to build the plant. Including a comprehensive plan, schedule, and timeline for the implementation of Project. The timeline shall include a list of required steps for Project implementation, including the Power Purchase Agreement negotiations, project financing, design, procurement, construction, commissioning, start-up, and performance acceptance testing, indicating the estimated time required for each step, as well as milestones, including commercial operation date. The Consultant shall develop and conduct a training session for SWSC staff that will address key aspects of the Project development and implementation and support the SWSC’s ability to develop future solar projects.

**Activity 9 Deliverable:** The Consultant shall provide SWSC a report of all work performed, but not limited to, a comprehensive implementation plan for the Project. The Consultant shall also lead a Training Session for SWSC staff and provide the necessary content and instructional materials. Written work product for this Deliverable shall be included as a stand-alone chapter in the Final Report.

**3.1.8. Activity 10: Prepare RFP for Procurement of an EPC Contractor**

In consultation with SWSC, the Consultant shall develop documentation necessary for the Project, including:

1. Tender documents with detailed technical specifications for Contractor procurement.

2. Draft contract, reflecting terms in accordance with industry best practices (e.g. appropriate allocation of risk, equipment procurement, warranty, commissioning, and payment milestones);
3. Completed applications necessary to be eligible to generate power as an Independent Power Producer.


**Activity 10 Deliverable:** The Consultant shall provide a report of all work performed, but not limited to tender documents required for contractor procurement and completed application and PPA.

**ACTIVITY 10/A: Owner’s Engineer**
The Consultant shall be the Owner’s Engineer during the construction phase. A separate agreement between the Consultant and the Client shall specify the responsibilities of the Owner’s Engineer.

3.1.9. **Activity 11: Feasibility Report**
The Consultant shall prepare a final report that includes all Deliverables, analyses, findings, and work performed under these TOR (“Final Report”). The Consultant shall present the complete findings of the Study to SWSC and provide an initial draft Final Report to SWSC for review and discussion. Once SWSC has provided comments and revisions to the draft Final Report, the Consultant shall make the necessary changes and modifications. The Consultant shall prepare and deliver the Final Report to SWSC. The Final Report shall be organized according to the preceding Tasks, and shall include all Deliverables and work product that have been provided by the Consultant to SWSC. The Final Report shall incorporate all of the findings, recommendations, and conclusions of the Study and shall incorporate all other documents and reports provided pursuant to the Tasks described above. In addition to the TOR Deliverables, the Final Report shall contain an Executive Summary.

**Activity 11 Deliverable:** The Consultant shall prepare and deliver the Final Report to SWSC. The Final Report shall be organized according to the above Tasks, and shall include all Deliverables and documents that have been provided to SWSC. The Consultant shall provide SWSC with six electronic copies of the Final Report on CDROM or USB media. The electronic version of the Final Report shall include:

- PDF copies of all documents;
- Source files for all drawings in AutoCAD;
- Source files for all documents in Microsoft Office and
- Source files for any analytical tools used to complete the TOR.
3.2. Contractor Procurement and Project Management

3.2.1. Activity 1 – Contractor Procurement

The Consultant shall;

(a) Prepare documentation for Contractor procurement.
(b) Evaluate tenders.
(c) Call for negotiation of prices.
(d) Prepare contract documentation for signature
(e) Assist in pricing, documentation and tender evaluation as required when the detailed services for these activities are provided by others.
(f) Assess samples and products for compliance and design intent.

Typical deliverables will include:
- Tender documentation.
- Tender evaluation report.
- Tender recommendations.
- Priced contract documentation.

3.2.2. Activity 2 – Contract Administration and Inspection:

Defined as: Managing, administering and monitoring the construction contracts and processes including preparing and coordinating procedures and documentation to facilitate practical completion of the works.

(a) Facilitate site handover.
(b) Carry out contract administration procedures in terms of the contract.
(c) Facilitate regular site, technical and progress meetings.
(d) Review the Consultant’s quality control programme, advise and agree a quality assurance plan.
(e) Inspect the works for quality and conformity to contract documentation, on average once every 2 weeks during the course of the works.
(f) Review the outputs of quality assurance procedures and issue instructions to the Contractor for any necessary controls, inspections and testing.
(g) Adjudicate and resolve financial claims by Consultant(s).
(h) Establish and maintain a financial control system.

(i) Clarify details and descriptions during construction as required.

(j) Prepare valuations for payment certificates to be issued.

(k) Instruct, witness and review all tests and mock ups carried out both on and off site.

(l) Check and approve drawings for design intent.

(m) Update and issue drawings register.

(n) Issue contract instructions as and when required.

(o) Review and comment on operation and maintenance manuals, guarantee certificates and warranties.

(p) Inspect the works and issue practical completion and defects lists.

(q) Arranging for the delivery of all test certificates, statutory (regulatory) and other approvals, as built drawings and operating manuals

Typical deliverables will include:

- Schedules of predicted cash flow.
- Construction documentation.
- Drawing register.
- Estimates for proposed variations.
- Contract instructions.
- Financial control reports.
- Valuations for payment certificates.
- Progressive and draft final account(s)
- Practical completion and defects list
- Electrical Certificate of Compliance.

3.2.3. Activity 4 - Occupational Health & Safety

The Consulting engineer must arrange with the EPC Contractor to provide documentary evidence of compliance with all requirements of the Swaziland Occupational Health & Safety (OHS) Act No.9 of 2001

3.2.4. Quality Assurance

The client has various quality management systems within its facilities of which it is certified to. The Management Systems in place are namely;
• ISO 9001:2015 – Quality Management Systems
• ISO 14001:2015 – Environmental Management Systems

The Consultant should ensure that these are adhered to in the study.

4.0 Consultants Professional Staff

It is anticipated that the following key staff will be required for the successful completion of the services;

1. Project Manager - who will possess an Engineering Degree coupled with eight (8) year experience in Project Management, two (2) of which are in a medium scale (≤10MW) Solar Project.

2. Solar PV Specialist – Mechanical or Electrical Engineering degree coupled with eight (8) year experience in design and implementation of solar PV power plants in a medium scale (≤10MW) Solar Project.

3. Power Systems Engineer - Degree in Power System Engineering or related discipline with Five (5) year Demonstrated knowledge and experience in electricity supply industry, power system configuration, power system optimization, planning and enhancement.

4. Civil/Geotechnical Engineer – Degree in Civil Engineering with Eight (5) year demonstrated experience in soil testing and analysis. ECSA registered.

5. Energy Economist / Financial Specialist - A Degree in energy economics, industrial economics, environmental economics, power engineering, operations research or another closely related field with a Minimum of seven (7) years of experience on energy and sustainable development strategies with particular emphasis on Solar power

The Client will;

(a) Assist the Consultants in obtaining licenses and permits needed to carry out the services.
(b) Make available all relevant project data within its possession.
(c) Make available Corporation staff to assist the Consultant, where necessary.
5. Proposed Implementation Schedule

<table>
<thead>
<tr>
<th>ACTIVITY</th>
<th>START DATE</th>
<th>DURATION (DAYS)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Inception Study Report</td>
<td>19 March 2018</td>
<td>10</td>
</tr>
<tr>
<td>2. Technical Analysis, Conceptual Design and Feasibility Report</td>
<td>02 April 2018</td>
<td>60</td>
</tr>
<tr>
<td>3. Approval of Concept by Client</td>
<td>26 June 2018</td>
<td>10</td>
</tr>
<tr>
<td>6. Contractor Procurement Process</td>
<td>09 July 2018</td>
<td>60</td>
</tr>
<tr>
<td>7. Tender Evaluation</td>
<td>01 October 2018</td>
<td>15</td>
</tr>
<tr>
<td>8. Tender Report Approval</td>
<td>22 October 2018</td>
<td>30</td>
</tr>
<tr>
<td>9. Appointment of Contractor</td>
<td>03 November 2018</td>
<td>10</td>
</tr>
<tr>
<td>10. Construction</td>
<td>01 January 2019</td>
<td>200</td>
</tr>
<tr>
<td>11. Handover</td>
<td>07 October 2019</td>
<td>5</td>
</tr>
</tbody>
</table>

6.0 End of Services
The services shall be deemed complete when the services scheduled in these ToR’s have been provided to the satisfaction of the Client.
Section 6: Conditions of Contract

6.1 General Conditions of Contract

The standard form of contract shall be the:

FIDIC (Fédération Internationale des Ingénieurs-Conseils /International Federation of Consulting Engineers) Client/Consultant Model Services Agreement

Published by FIDIC

Switzerland

Third Edition 1998

Copies of the FIDIC Conditions of Contract can be obtained from:
FIDIC Secretariat
P.O. Box 86
1000 Lausanne 12
Switzerland
Facsimile: 41 21 653 5432
Telephone: 41 21 653 5003
Section 7: Particular Conditions of Contract

References from Clauses in the General Conditions:

1. Definitions
   (i) The Project is: **SOLAR PHOTOVOLTAIC POWER PLANT**

17. Duration of Liability
   Within 30 calendar days from any occurrence

22. Commencement: March 2018
   Feasibility Study Completion: June 2018 (Contract Administration up to October 2019)

31. (ii) Time for Payment:
   Local Currency days: Shall be agreed upon during negotiations
   Agreed Compensation for overdue payment percent: The Central Bank of Swaziland Rate

32. Currency of Agreement
   Currencies of payments: Emalangeni (E)
   Currency of Agreement: Local Currency (Emalangeni)

36. Language(s) of the Agreement
   Ruling language: English
   Law to which Agreement is subject: Law of the Kingdom of Swaziland

37. Principal place of business: Ezulwini SWSC Head Office

41. Notices
   Client: Swaziland Water Services Corporation
   Attention: P.N Bhembe
   Postal address: P.O Box 20, Mbabane
   Email: procurement@swsc.co.sz

Consultants: 
Attention: 
Cable address: 
Email: 

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44. Rules for Arbitration

Cancel Clause 44; Parties shall settle disputes by Mediation (Clause 43)
Section 8: Agreement

This Agreement made the _______ day of ____________________Between
___________________________________________ of __________________________________________
(Hereinafter called "the Client") of the one part
and __________________________________________
of___________________________________________ (hereinafter called "the Consultant") of the
other part.

Whereas the Client desires that certain Services should be performed by the Consultant, namely

And has accepted a proposal by the Consultant for the performance of such Services.

1) The following documents shall be deemed to form and be read and construed as part of the
   Agreement, namely:
   a) The Letter of Acceptance;
   b) The Conditions of the Client/Consultant Model Services agreement (General Conditions and
      Particular Conditions-Section 6 &7);
   c) The Terms of Reference (Refer to Section 5)
   d) The Financial Proposal (Refer to Section 4)
   e) The Technical Proposal (Refer to Section 3)

2) In consideration of the payments to be made by the Client to the consultant as hereinafter
   mentioned the Consultant hereby agrees with the Client to perform the Services in conformity
   with the provisions of the Agreement.
3) The Client hereby agrees to pay the Consultant in consideration of the performance of the Services such amounts as may become payable under the provisions of the Agreement at the times and in the manner prescribed by the Agreement. In Witness whereof the parties hereto have caused this Agreement to be executed the day and year first before written in accordance with their respective laws.

Authorized signature(s) of Client

_________________________________________

In the presence of:

Name _____________________________________________________

Signature__________________________________________________

Address ___________________________________________________

Authorized signature(s) of Consultant

In the presence of:

Name __________________________________________________

Signature________________________________________________

Address _________________________________________________
## ELIGIBILITY CRITERIA IN TERMS OF THE PROCUREMENT ACT 2011

Bidder:…………………………………..               Date:………………………………..

JV Partner:………………………………

<table>
<thead>
<tr>
<th>LEGAL REQUIREMENT</th>
<th>RESPONSE/EVIDENCE</th>
</tr>
</thead>
<tbody>
<tr>
<td>Our firm has the legal capacity to enter into the contract</td>
<td>Certificates of incorporation, Forms C and J, Trading licences, Power of attorney.</td>
</tr>
<tr>
<td>Our firm is not insolvent, in receivership, bankrupt or being wound up.</td>
<td>Audited financial statements for the past three years enclosed.</td>
</tr>
<tr>
<td>Its affairs are not being administered by a court or a judicial officer, its business activities have not been suspended, and it is not the subject of legal proceedings for any of the foregoing</td>
<td>Confirmation by signature of authorised signatory: i……………………………….</td>
</tr>
<tr>
<td>Our firm has fulfilled its obligations to pay taxes and social security contributions</td>
<td>Valid tax clearance certificate for Government and parastatal tenders enclosed. SNPF Compliance Certificate</td>
</tr>
<tr>
<td>It adheres to basic labour legislation viz; in respect to satisfactory, safe and healthy conditions.</td>
<td>Labour Compliance Certificate enclosed</td>
</tr>
<tr>
<td>Our firm, or any of its directors/key personnel do not have any conflict of interest in relation to the procurement requirements and do not have circumstances in which we can benefit whether directly nor indirectly from the procurement process.</td>
<td>Confirmation by signature of authorised signatory: i……………………………….</td>
</tr>
<tr>
<td>Our firm, or any of its directors/key personnel 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</td>
<td>Confirmation by signature of authorised signatory: i……………………………….</td>
</tr>
<tr>
<td>Our company and none of its directors or officers have been suspended from participating in the tendering process by SPPRA for the reasons specified in Section 56 of the Act</td>
<td>Confirmation by signature of authorised signatory: i……………………………….</td>
</tr>
<tr>
<td>Our company and its directors and officers are not a government owned entity, are not public officers or politicians as defined in Section 60 of the Act</td>
<td>Confirmation by signature of authorised signatory: i……………………………….</td>
</tr>
<tr>
<td>SWSC bid document purchase receipt</td>
<td>Enclosed</td>
</tr>
</tbody>
</table>

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