The Kingdom of Eswatini

Eswatini Energy Regulatory Authority

Request for Proposal (RFP) Document for Procurement of Consultancy Services

Procurement Method: ***[open tender or limited tender]***	**Open Tender**
Subject of Procurement:	**Consultancy Services to Conduct ESERA Stakeholder Perception and Customer Satisfaction Survey**
Procurement Reference Number:	**ESERA/RFP/03/2026/27**
Date of Issue:	**2 November 2026**
Participation:	**Local**

PREFACE

This Tender Document has been prepared by the Eswatini Public Procurement Regulatory Agency to be used for the procurement of Consultancy Services.

The document is customized to be consistent with the Public Procurement Act No. 07 of 2011, the Public Procurement Regulations, 2020, other of the Laws of Eswatini, and international best practices".

This Request for Proposals (RFP) shall be used to procure Consultancy Services.

The sale of this tender document to potential consultant(s) is discouraged.

Those wishing to submit comments or questions on this Tender Document or to obtain additional information are encouraged to contact:

The Chief Executive Officer
Eswatini Public Procurement Regulatory Agency
RHUS Office Park, P.O. Box 9665
Karl Grant Street, Mbabane
ESWATINI
https://esppra.co.sz
info@esppra.co.sz

Standard Request for Proposals Document

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Standard Invitation to Consultants

(Without Expression of Interest)

Because we care.

Invitation to tender for Consultancy Services to Conduct ESERA Stakeholder Perception and Customer Satisfaction Survey - ESERA/RFP/03/2026/27

1. The Eswatini Energy Regulatory Authority has allocated funds to be used for the acquisition of **Consultancy Services to Conduct ESERA Stakeholder Perception and Customer Satisfaction Survey.**
2. The Entity invites your sealed proposals for the provision of the above services.
3. Bidding will be conducted in accordance with the Government of Eswatini's Public Procurement Act and Regulations 2020 and the procedures described in Part 1: Proposal Procedures.
4. You may obtain further information at the address given below at 7(a) from Monday to Thursday from 0745hrs – 1645hrs and Friday 0745hrs to 1500hrs.
5. Proposals must be delivered to the address below at 7(c) at or before *30 November 2026 at 12noon (CAT).* Late proposals shall be rejected. Proposals will be opened in the presence of the consultants' representatives who choose to attend at the address below at 7(d) at *30 November 2026 at 14:30 (CAT)*
6. There *shall not* be a pre – proposal meeting/ site visit for this tender.
7. Address and contact details:

(a)	Information about proposal can be accessed from:	Teclar Maphosa via email at teclar.maphosa@esera.org.sz or +26878089945
(b)	Documents will be issued from:	Teclar Maphosa via email at teclar.maphosa@esera.org.sz or +26878089945
(c)	Bids must be delivered to:	The Chief Executive Officer Eswatini Energy Regulatory Authority First Floor, RHUS Office Park Karl Grant Street MBABANE
(d)	Address of proposal opening:	1 RHUS Office Park, Karl Grant Street, Mbabane

8. The planned procurement schedule (subject to changes) is as follows:

Activity	Date
(a) Issue of invitation to tender letter	2 November 2026
(b) Pre-proposal meeting/ Site visit (where applicable)	n/a
(c) Proposal closing date	30 November 2026
(d) Evaluation process	(*Within 10 working days from technical proposal closing date for technical evaluation and 10 working days from opening of financial proposals for financial evaluation in the case of two stage submission*)
(e) Notification and publication of notice of intention to award	(*Within 10 working days from completion of evaluation process*)
(f) Contract Award	(*After expiry of at least 10 working days from issuance of the Notice of intention to award*)

Signature:

Name:

Position of Authorised Official:

PART 1 – Proposal Procedures

Section 1: Instructions to Consultants

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Section 1. Instructions to Consultants

A. General

1. Scope of Proposal

1.1 The Procuring Entity indicated in the Proposal Data Sheet (PDS), invites proposals for the provision of the Services specified in Section 6, Statement of Requirements (SOR) or Terms of Reference (TOR) to commence on the date indicated in the SOR/TOR.

1.2 Procurement will be undertaken in compliance with the Public Procurement Act, and its Regulations of 2020.

1.3 The Instructions to Consultants (ITC) should be read in conjunction with the PDS. The subject and procurement reference number are provided in the PDS.

1.4 Throughout this Request for Proposals Document:

(a) the term "in writing" means communicated in written form with proof of receipt;

(b) if the context so requires, singular means plural and vice versa;

(c) "day" means calendar day unless specified as working day.

2. Source of Funds

2.1 The Procuring Entity has an approved budget from FY2026/27 budget towards the cost of the procurement described in the PDS. The Procuring Entity intends to use these funds to place a contract for which this Request for Proposals Document is issued.

2.2 Payments will be made directly by the Procuring Entity and will be subject in all respects to the terms and conditions of the resulting contract placed by the Procuring Entity.

3. Corrupt Practices

3.1 It is the policy of the Government of The Kingdom of Eswatini through ESPPRA to require that Procuring Entities, as well as Consultants, observe the highest standards of ethics during procurement and the execution of contracts.

(a) In pursuit of this policy, the Government of Eswatini; defines, for the purposes of this provision, the terms set forth below as follows:

(i) "corrupt practice" means the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value, to influence the action of a public official in the procurement process or in contract execution;

(ii) "fraudulent practice" is any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation;

(iii) "collusive practice" is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party;

(iv) "coercive practice" is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;

(b) The procuring entity will reject a recommendation for award if it determines that the Consultant recommended for award has engaged in corrupt or fraudulent practices in competing for the Contract;

(c) The Agency will suspend a Consultant from engaging in any public procurement proceeding for a stated period of time, if it at any time determines that the Consultant has engaged in corrupt or fraudulent practices in competing for, or in executing, a Government contract.

3.2 Furthermore, Consultants shall be aware of the provision stated in Sub Clause 15.1(g)-(h) and Sub Clause 2.2 of the General Conditions of Contract.

3.3 In pursuit of the policy defined in Sub-Clause 3.1, the Procuring Entity may terminate a contract if it at any time determines that corrupt, fraudulent, collusive or coercive practices were engaged in by representatives of the Procuring Entity or of a Consultant during the procurement or the execution of that contract.

3.4 In pursuit of the policy defined in Sub-clause 3.1, the Code of Ethical Conduct for Consultants and Providers as provided in the bidding forms shall be signed by the Consultant and submitted together with the other bidding forms. The Government of Eswatini may suspend a Consultant from engaging in any public procurement or process for a period determined by the Eswatini Public Procurement Regulatory Agency (herein referred to as the Agency), where the Consultant is suspended from the procurement processes of an international agency of which Eswatini is a member.

3.5 Any communications between a Consultant and the Procuring Entity related to matters of alleged fraud or corruption must be made in writing and addressed to the Controlling Officer of the Procuring Entity.

4. Eligible Consultants

4.1 A Consultant, and all parties constituting the Consultant, shall meet the following criteria to be eligible to participate in public procurement:

(a) the Consultant has the legal capacity to enter into a contract;

(b) the Consultant is not:

(i) insolvent;

(ii) in receivership;

(iii) bankrupt; or

(iv) being wound up

(c) the Consultant's business activities have not been suspended

(d) the Consultant is not the subject of legal proceedings for any of the circumstances in (b); and

(e) the Consultant has fulfilled his or her obligations to pay taxes and social security contributions.

4.2 A Consultant may be a natural person, private entity, government-owned entity, subject to ITC Sub-Clause 4.6 or any combination of them with a formal intent to enter into an agreement or under an existing agreement in the form of a joint venture, consortium, or association. In the case of a joint venture, consortium, or association, unless otherwise specified in the PDS, all parties are prohibited. In the case of a consortium or association, the formal intent shall be by way of Memorandum of Understanding which shall be registered with the Registrar of documents if signed in Eswatini or if signed outside Eswatini, shall be notarized.

4.3 A Consultant, and all parties constituting the Consultant including sub-contractors and key professional staff, shall have the nationality of an eligible country, in accordance with Section 5, Eligible Countries. A Consultant shall be deemed to have the nationality of a country if the Consultant is a citizen or is constituted, or incorporated, and operates in conformity with the provisions of the laws of that country. This criterion shall also apply to the determination of the nationality of proposed subcontractors for any part of the Contract including related works or supplies.

4.4 A Consultant shall not have a conflict of interest, as defined in ITC Clause 5. All Consultants found to be in conflict of interest shall be disqualified.

4.5 A firm that is under a suspension by the Agency in accordance with ITC Clause 3.1 (c) or 3.4, at the date of the deadline for proposal submission or thereafter before contract signature, shall be disqualified.

4.6 Government-owned enterprises shall be eligible only if they can establish that they are legally and financially autonomous and operate under commercial law.

4.7 Consultants shall provide such evidence of their continued eligibility satisfactory to the Procuring Entity, as the Procuring Entity shall reasonably request.

5. Conflict of Interest

5.1 The Eswatini Public Procurement Regulatory Framework requires that Consultants provide professional, objective, and impartial advice and at all times hold the Procuring Entity'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 Procuring Entities, or that may place them in a position of not being able to carry out the assignment in the best interests of the Procuring Entity.

5.2 A Consultant may be considered to have a conflict of interest with one or more parties in this procurement process, if they:

(a) have controlling shareholders in common; or

(b) receive or have received any direct or indirect subsidy from any of them; or

(c) have the same legal representative for purposes of this proposal; or

(d) have a relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the proposal of another Consultant, or influence the decisions of the Procuring Entity regarding this procurement process; or

(e) submit more than one proposal in this procurement process. However, this does not limit the participation of subcontractors in more than one proposal, or as Consultants and subcontractors simultaneously; or

(f) have been engaged, or any of their affiliates have been engaged, by the Procuring Entity to provide supplies or works for the same project: or

(g) may be in conflict with another of their, or their affiliates' assignments by performing this assignment.

5.3 Consultants hired to provide consultancy services for the preparation or implementation of a project, and any of their affiliates, shall be disqualified from subsequently providing supplies, works or services related to the initial assignment (other than a continuation of the Consultant's earlier consulting services) for the same project.

5.4 Consultants may be hired for downstream work, when continuity is essential, in which case this possibility shall be indicated in the PDS and the factors used for the selection of the consultant will take the likelihood of continuation into account. It will be the exclusive decision of the Procuring Entity whether or not to have the downstream assignment carried out, and if it is carried out, which consultant will be hired for the purpose.

5.5 Any previous or ongoing participation in relation to the assignment by the Consultant, its professional staff, or its affiliates or associates under a contract with the Procuring Entity or the Government of Eswatini may result in rejection of the proposal. Consultants should clarify their situation in that respect with the Procuring Entity before preparing the proposal.

B. Request for Proposals Document

6. Contents of Request for Proposals Document

6.1 This Request for Proposals Document consists of Parts 1, 2, and 3, which include all the Sections indicated below, and should be read in conjunction with any addenda issued in accordance with ITC Clause 8.

PART 1 Procurement Procedures

- Section 1. Instructions to Consultants (ITC)
- Section 2. Proposal Data Sheet (PDS)
- Section 3. Evaluation Methodology and Criteria
- Section 4. Proposal Forms
- Section 5. Eligible Countries

PART 2 Statement of Requirements

- Section 6. Statement of Requirements

PART 3 Contract

- Section 7. General Conditions of Contract (GCC) for the Procurement of Consultancy Services
- Section 8. Special Conditions of Contract (SCC)
- Section 9. Contract Forms

6.2 Proposals from Consultants who did not obtain the Request for Proposals Document directly from the Procuring Entity will be rejected during evaluation [Where pre-qualification has been done and RFP sent directly to pre-qualified consultants].

6.3 The Consultant is expected to examine all instructions, forms, terms, and requirements in the Request for Proposals Document. Failure to furnish all information or documentation required by the Request for Proposals Document may result in the rejection of the proposal.

7. Clarification of Request for Proposals Document

A prospective Consultant requiring any clarification of the Request for Proposals Document shall contact the Procuring Entity in writing at the Procuring Entity's address indicated in the PDS. The Procuring Entity will respond in writing to any request for clarification, provided that such request is received no later than the date indicated in the PDS. The Procuring Entity shall forward copies of its response to all Consultants who have acquired the Request for Proposals Document directly from it, including a description of the inquiry but without identifying its source. Should the Procuring Entity deem it necessary to amend the Request for Proposals Document as a result of a clarification, it shall do so following the procedure under ITC Clause 8 and Sub-Clause 24.2.

8. Amendment of Request for Proposals Document

8.1 Prior to the deadline for submission of proposals, the Procuring Entity may amend the Request for Proposals Document by issuing addenda.

8.2 Any addendum issued shall be part of the Request for Proposals Document and shall be communicated in writing to all who have obtained the Request for Proposals Document directly from the Procuring Entity.

8.3 To give prospective Consultants reasonable time in which to take an addendum into account in preparing their proposals, the Procuring Entity may, at its discretion, extend the deadline for the submission of proposals, pursuant to ITC Sub-Clause 24.2.

C. Preparation of Proposals

9. Cost of Proposals

The Consultant shall bear all costs associated with the preparation and submission of its proposal, including any negotiations with or visits to the Procuring Entity, and the Procuring Entity shall not be responsible or liable for those costs, regardless of the conduct or outcome of the procurement process.

10. Language of Proposal and Communications

10.1 The medium of communication shall be in writing.

10.2 The proposal, as well as all correspondence and documents relating to the proposal exchanged by the Consultant and the Procuring Entity, shall be written in English unless otherwise specified in the PDS.

10.3 Supporting documents and printed literature that are part of the proposal may be in another language provided they are accompanied by an accurate translation of the relevant passages in the language specified in ITC Sub-

Clause 10.2, in which case, for purposes of interpretation of the proposal, such translation shall govern.

11. Preparation of Proposals

11.1 Consultants are required to prepare and submit separate technical and financial proposals. The proposal submission method shall be a one stage two-envelope method, unless otherwise specified in the PDS. The one stage two-envelope submission method requires a consultant to submit a single envelope containing two separately sealed envelopes, labelled technical and financial proposals which are opened on different dates at separate proposal openings.

11.2 A pre-proposal meeting will be held where necessary and shall be indicated in the PDS. Attendance at the pre-proposal meeting is optional.

12. Joint Ventures, Associations and Sub-contracting

12.1 Joint ventures are prohibited.

13. Professional Staff

13.1 For assignments on a staff-time basis, the estimated number of professional staff-months or budget is given in the PDS. The proposal shall, however, be based on the number of professional staff-months estimated by the Consultant.

13.2 It is desirable that the majority of the key professional staff proposed are permanent employees of the Consultant or have an extended and stable working relationship with the Consultant.

13.3 Proposed professional staff must, as a minimum, have the experience indicated in the Statement of Requirements/Terms of Reference, preferably working under conditions similar to those prevailing in Eswatini.

13.4 The consultant and the professional staff shall confirm their availability for the assignment using the Forms included in section 4.

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

13.6 As the determination of the Best Evaluated Proposal will be based, among other factors, on an evaluation of proposed key professional staff, the Procuring Entity expects to award a contract on the basis of the experts and specialists named in the proposal.

13.7 The Procuring Entity will not consider substitutions unless both parties agree that undue delay in the procurement 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 proposal may be rejected.

14. Technical Proposal

14.1 The technical proposal shall provide the following information using the standard forms contained in Section 4, Proposal Forms:

(a) The declarations included in the Technical Proposal Submission Sheet (Section 4.1.1);

(b) An outline of recent experience on assignments of a similar nature (Section 4.1.3). For each assignment, the outline should indicate, inter alia, the profiles of the staff proposed, the duration of the assignment, the contract amount and the Consultant's involvement;

(c) Any comments or suggestions on the Terms of Reference (Section 4.1.4);

(d) A description of the methodology for performing the assignment (Section 4.1.5);

(e) The list of the proposed staff team by specialism, the proposed assignment of tasks for each staff team member and their timing (Section 4.1.6);

(f) CVs of the proposed professional staff, signed by both the staff member and the authorised representative submitting the proposal (Section 4.1.7). Key information should include the number of years working for the Consultant and the degree of responsibility held in various assignments; Confirmation of availability of staff (Section 4.1.8)

(g) Estimates of the total staff input (professional and support staff time) needed to carry out the assignment, supported by bar chart diagrams showing the time proposed for each professional staff team member (Section 4.1.9);

(h) A description of the Work or Activity Schedule for performing the assignment (Section 4.1.10)

(i) A Tender Security or Tender Securing Declaration, as required by the ITC Clause 21 (Section 4.1.11 and 4.1.12);

(j) Written confirmation authorising the signatory of the proposal to commit the Consultant, in accordance with ITC Sub-Clause 22.2;

(k) Documentary evidence in accordance with ITC Clause 18 establishing the Consultant's eligibility;

(l) Documentary evidence in accordance with ITC Clause 19 establishing the Consultant's qualifications to perform the contract if its proposal is accepted;

(m) Any additional information requested in the PDS.

14.2 The technical proposal shall not include any financial information.

15. Financial Proposal

15.1 The financial proposal shall list all costs associated with the assignment, using the following standard forms contained in Section 4, Proposal Forms:

(a) Financial Proposal Submission Sheet (Section 4.2.1);

(b) Summary of Proposal Price Breakdown of Lump Sum (Section 4.2.2);

(c) Breakdown of Fees (Section 4.2.3);

(d) Breakdown of Reimbursables (Section 4.2.4) for staff (foreign and national in the field and at headquarters); such as subsistence (per diem, housing), transportation (international and local for mobilisation and demobilisation;

(e) Breakdown of Miscellaneous Expenses (Section 4.2.5), printing of documents, etc.;

(f) Any additional information requested in the PDS.

15.2 The total proposal price shall be broken down into the following cost components using the appropriate forms:

(a) Fees

(b) Reimbursable expenditure

(c) Miscellaneous expenses

15.3 Where indicated in the PDS, the total proposal price shall be broken down into the separate activities indicated in Section 6, Statement of Requirements with the cost elements in ITC Sub Clause 15.2 expressed for each activity.

15.4 The financial proposal should clearly estimate, as a separate amount, the local taxes (including social security), duties, fees, levies, and other charges imposed under the applicable law, on the Consultant and their personnel (other than nationals of or permanent residents in Eswatini), unless the PDS specifies otherwise.

15.5 The completed financial proposal forms will be used to compile the Breakdown of Contract Price in any resulting Agreement as adjusted if necessary, during evaluation or negotiation. The Breakdown of Contract Price will determine prices for any additional Services or costs.

15.6 Where commissions and gratuities have or shall be paid by the Consultant in relation to the assignment these shall be listed in the Financial Proposal Submission Sheet.

16. Proposal Prices

16.1 Prices quoted by the Consultant shall be fixed during the Consultant's performance of the Contract and not subject to variation on any account, unless otherwise specified in the PDS. A proposal submitted with an adjustable price quotation shall be treated as non-responsive and shall be rejected, pursuant to ITC Clause 30. However, if in accordance with the PDS, prices quoted by the Consultant shall be subject to adjustment during the performance of the Contract, a proposal submitted with a fixed price quotation shall not be rejected, but the price adjustment shall be treated as zero.

17. Currencies of Proposal

17.1 Unless otherwise specified in the PDS, proposal prices shall be quoted in the following currencies:

(a) for Services originating in Eswatini, the proposal prices shall be quoted in Eswatini currency (Lilangeni), unless otherwise specified in the PDS; and

(b) for Services originating from outside Eswatini, the proposal prices shall be quoted in the currency of the expense or in the currency of the Consultant's country.

17.2 If a Consultant wishes to be paid in a currency or a combination of currencies different from the one in which it was requested to express its quotation, it shall as part of its offer:

(a) indicate its requirement to be paid in other currencies, including the amount in each currency or the percentage of the quoted price corresponding to each currency;

(b) justify, to the Procuring Entity's satisfaction, the requirement to be paid in the currencies requested; and

(c) utilise the rate of exchange specified by the Procuring Entity to express its offer in the currency required by the Procuring Entity. The source, date, and type of exchange rate to be used is indicated in ITC Clause 35.

18. Documents Establishing the Eligibility of the Consultant

18.1 To establish their eligibility in accordance with ITC Clause 4, Consultants shall complete the eligibility declarations in the Technical Proposal Submission Sheet, included in Section 4, Proposal Forms and submit the documents required in Section 3, Evaluation Methodology and Criteria.

19. Documents Establishing the Qualifications of the Consultant

19.1 To establish its qualifications to perform the Contract, the Consultant shall submit any evidence specified in Section 3, Evaluation Methodology and Criteria.

20. Period of Validity of Proposals

20.1 Proposals shall remain valid until the date specified in the PDS. A proposal valid for a shorter period shall be rejected by the Procuring Entity as non-compliant.

20.2 During this period, the Consultant is expected to keep available the professional staff proposed for the assignment. The Procuring Entity will make its best effort to complete the procurement process within this period.

20.3 In exceptional circumstances, prior to the expiration of the proposal validity period, the Procuring Entity may request Consultants to extend the period of validity of their proposals. The request and the responses shall be made in writing. If a Tender Security or Tender Securing Declaration is requested in accordance with ITC Clause 21, it shall also be extended for a corresponding period. A Consultant may refuse the request without being liable for forfeiture of its Tender Security or execution of its Tender Securing Declaration. A

Consultant granting the request shall not be required or permitted to modify its proposal.

21. Tender Security

21.1 The Consultant shall furnish as part of its proposal a Tender Security or Tender Securing Declaration, in original form and in the case of a Tender Security, in the amount and currency specified in the PDS.

21.2 The Tender Security or Tender Securing Declaration shall be submitted using the Form included in Section 4, Proposal Forms. The Tender Securing Declaration shall be valid until the date specified in the PDS.

21.3 Any proposal not accompanied by a Tender Security or substantially responsive Tender Securing Declaration, if one is required in accordance with ITC Clause 21, shall be rejected by the Procuring Entity as non-compliant.

21.4 The Tender Security of all consultants shall be returned within the period stipulated in Regulation 52(17) of the Public Procurement Regulations of 2020.

21.5 If a Consultant withdraws its proposal during the period of proposal validity specified by the Consultant on the Proposal Submission Sheet, except as provided in ITC Sub-Clause 20.3; or

(a) The Tender Security may be forfeited, or Tender Securing Declaration executed if the successful Consultant fails to:

(i) sign the Contract in accordance with ITC Clause 43;

(ii) furnish any Performance Security required in accordance with ITC Clause 45; or

(iii) accept the correction of its proposal price pursuant to ITC Sub-Clause 31.5

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22. Format and Signing of Proposal

22.1 The Consultant shall prepare one original of each of the documents comprising the technical and the financial proposal as described in ITC Clauses 14 and 15 and clearly mark both “ORIGINAL”. In addition, the Consultant shall submit copies of both the technical and financial proposals, in the number specified in the PDS and clearly mark each of them “COPY”. In the event of any discrepancy between the original and the copies, the original shall prevail.

22.2 The original and all copies of the proposal shall be typed or written in indelible ink and shall be signed by a person duly authorised to sign on behalf of the Consultant

The name and position held by each person signing the authorisation must be typed or printed below the signature. All pages of the proposal, except for

unamended printed literature, shall be signed or initialled by the person signing the proposal.

22.3 Any interlineations, erasures, or overwriting shall be valid only if they are signed or initialled by the person signing the proposal.

D. Submission and Opening of Proposals

23. Sealing and Marking of Proposals

23.1 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 separate sealed envelope clearly marked "Financial Proposal". The envelopes shall be securely sealed in such a manner that opening and resealing cannot be achieved undetected.

23.2 The envelopes containing the technical and financial proposals shall:

(a) bear the name and address of the Consultant;

(b) be addressed to the Procuring Entity in accordance with ITC Clause 24.1; and

(c) bear the Procurement Reference Number of this procurement process.

23.3 The financial proposal shall also bear a warning "Do Not Open with the technical proposal".

23.4 The two envelopes shall be placed in an outer envelope which shall be securely sealed in such a manner that opening and resealing cannot be achieved undetected.

23.5 The outer envelope shall:

(a) bear the name and address of the Consultant;

(b) be addressed to the Procuring Entity in accordance with ITC Sub-Clause 24.1;

(c) bear the Procurement Reference number of this procurement process; and

(d) bear a warning not to open before the time and date for proposal opening, in accordance with ITC Sub-Clause 24.1.

23.6 If all envelopes are not sealed and marked as required, the Procuring Entity will assume no responsibility for the misplacement or premature opening of the proposal.

24. Deadline for Submission of Proposals

24.1 Proposals must be received by the Procuring Entity at the address and no later than the date and time indicated in the PDS.

24.2 The Procuring Entity may, at its discretion, extend the deadline for the submission of proposals by amending the Request for Proposals Document in accordance with ITC Clause 8, in which case all rights and obligations of

the Procuring Entity and Consultants previously subject to the deadline shall thereafter be subject to the deadline as extended.

25. Late Proposals

25.1 The Procuring Entity shall not consider any proposal that arrives after the deadline for submission of proposals, in accordance with ITC Clause 24. Any proposal received by the Procuring Entity after the deadline for submission of proposals shall be declared late, rejected, and returned unopened to the Consultant.

26. Withdrawal and Replacement of Proposals

26.1 A Consultant may withdraw or replace its proposal after it has been submitted at any time before the deadline for submission of proposals by sending a written notice, duly signed by an authorised representative, which shall include a copy of the authorisation in accordance with ITC Sub-Clause 22.2. Any corresponding replacement of the proposal must accompany the respective written notice. All notices must be:

(a) submitted in accordance with ITC Clauses 22 and 23 (except that withdrawals notices do not require copies), and in addition, the respective envelopes shall be clearly marked "WITHDRAWAL" or "REPLACEMENT"; and

(b) received by the Procuring Entity prior to the deadline prescribed for submission of proposals, in accordance with ITC Clause 24.

26.2 Proposals requested to be withdrawn in accordance with ITC Sub-Clause 26.1 shall be returned unopened to the Consultant.

26.3 No proposal may be withdrawn or replaced in the interval between the deadline for submission of proposals and the expiration of the period of proposal validity specified by the Consultant on the Proposal Submission Sheet or any extension thereof.

26.4 Proposals may only be modified by withdrawal of the original proposal and submission of a replacement proposal in accordance with ITC Sub-Clause 26.1. Modifications submitted in any other way shall not be taken into account in the evaluation of proposals.

27. Proposal Opening

27.1 The Procuring Entity shall conduct the proposal opening in the presence of Consultants` designated representatives who choose to attend, at the address, date and time specified in the PDS.

27.2 First, envelopes marked "WITHDRAWAL" shall be opened and read out and the envelope with the corresponding proposal shall not be opened but returned to the Consultant. No proposal withdrawal shall be permitted

unless the corresponding withdrawal notice contains a valid authorisation to request the withdrawal and is read out at the proposal opening.

27.3 All other outer envelopes including those marked "REPLACEMENT" shall be opened and the technical proposals within them opened. Replacement proposals shall be recorded as such on the record of the proposal opening. The corresponding proposal that is being replaced shall be returned unopened to the consultant.

27.4 All technical proposals shall be opened one at a time, reading out: the name of the Consultant; the presence of a Tender Security or Tender Securing Declaration, if required; and any other details as the Procuring Entity may consider appropriate. No proposal shall be rejected at the proposal opening.

27.5 Only envelopes that are opened and read out at the proposal opening shall be considered further.

27.6 The financial proposals shall remain sealed until the time and date notified for the opening of the financial proposals. Evaluators of technical proposals shall have no access to the financial proposals until the detailed evaluation is concluded and the result established.

27.7 The Procuring Entity shall prepare a record of the proposal opening that shall include, as a minimum: the name of the Consultant, the presence or absence of a Proposal Securing Declaration where required and any other information that is required to be stated at the public opening as indicated in the request for proposals. The Consultants' representatives who are present shall be requested to sign the record. The omission of a Consultant's signature on the record shall not invalidate the contents and effect of the record.

E. Evaluation of Proposals

28. Confidentiality

28.1 Information relating to the examination, evaluation, comparison, and post-qualification of proposals, and recommendation of contract award, shall not be disclosed to Consultants or any other persons not officially concerned with such process until information detailing the Best Evaluated Consultant is communicated to all Consultants.

28.2 Any effort by a Consultant to influence the Procuring Entity in the examination, evaluation, comparison, and post-qualification of the proposals or contract award decisions may result in the rejection of its proposal.

28.3 Notwithstanding ITC Clause 28.2, from the time of proposal opening to the time of Contract award, if any Consultant wishes to contact the Procuring Entity on any matter related to the procurement process, it should do so in writing.

29. Clarification of Proposals

29.1 To assist in the examination, evaluation, comparison and post-qualification of the proposals, the Procuring Entity may, at its discretion, ask any Consultant for a clarification of its proposal. Any clarification submitted by a Consultant that is not in response to a request by the Procuring Entity shall not be considered. The Procuring Entity's request for clarification and the response shall be in writing. No change in the price or substance of the proposal shall be sought, offered, or permitted, except to confirm the correction of arithmetic errors discovered by the Procuring Entity in the evaluation of the financial proposals, in accordance with ITC Clause 31.4.

29.2 If a Consultant does not provide clarifications of its Proposal by the date and time set in the PE's request for clarification, its Proposal may be rejected.

30. Compliance and Responsiveness of Proposals

30.1 The Procuring Entity's determination of a proposal's compliance and responsiveness shall be based on the contents of the proposal itself.

30.2 A substantially compliant and responsive proposal is one that conforms to all the terms, conditions, and requirements of the Request for Proposals Document without material deviation, reservation, or omission. A material deviation, reservation, or omission is one that:

(a) is inconsistent with the request for proposal and which may limit in any substantial way, the rights of the procuring entity or the obligations of the consultant under the contract;

(b) if corrected would unfairly affect the competitive position of the other consultants whose proposals are administratively compliant; or

(c) impacts the key factors of a procurement including cost, risk, time and quality and causes unacceptable -

(i) time schedules, where it is stated in the request for proposals that time is of the essence;

(ii) alternative technical details, such as design, materials, workmanship, specifications, standards or methodologies; or

(iii) counter proposals with respect to key contract terms and conditions, such as payment terms, price adjustment, liquidated damages, sub-contracting or warranty.

30.3 If a proposal is not substantially compliant and responsive to the Request for Proposals Document, it shall be rejected by the Procuring Entity and may not subsequently be made compliant and responsive by the Consultant by correction of the material deviation, reservation, or omission.

31. Nonconformities, Errors, and Omissions

31.1 Provided that a proposal is substantially compliant and responsive, the Procuring Entity may waive any non-conformity or omission in the proposal that does not constitute a material deviation.

31.2 Provided that a proposal is substantially compliant and responsive, the Procuring Entity may request that the Consultant submit the necessary information or documentation, within a reasonable period of time, to rectify nonmaterial nonconformities or omissions in the proposal related to documentation requirements. Such omission shall not be related to any aspect of the price of the proposal. Failure of the Consultant to comply with the request may result in the rejection of its proposal.

31.3 Provided that a proposal is substantially compliant and responsive, the Procuring Entity shall rectify nonmaterial nonconformities or omissions. To this effect, the proposal price may be adjusted, for comparison purposes only, to reflect the price of the missing or non-conforming item or component. The cost of any missing items will be added to the proposal price using the highest price from other consultants.

31.4 Provided that the proposal is substantially compliant and responsive, the Procuring Entity shall correct arithmetic errors on the following basis:

(a) if there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected, unless in the opinion of the Procuring Entity there is an obvious misplacement of the decimal point in the unit price, in which case the total price as quoted shall govern and the unit price shall be corrected;

(b) if there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail, and the total shall be corrected; and

(c) if there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject to (a) and (b) above.

31.5 If the Consultant that submitted the best evaluated bid does not accept the correction of errors, its proposal shall be rejected.

32. Preliminary Examination of Proposals – Eligibility and Administrative Compliance

32.1 The Procuring Entity shall examine the legal documentation and other information submitted by Consultants to verify the eligibility of Consultants in accordance with ITC Clause 4.

32.2 If after the examination of eligibility, the Procuring Entity determines that the Consultant is not eligible, it shall reject the proposal.

32.3 The Procuring Entity shall examine the technical proposals to confirm that all documents and technical documentation requested in ITC Clause 14 has been provided, and to determine the completeness of each document submitted.

32.4 The Procuring Entity shall confirm that the following documents and information have been provided in the technical proposal. If any of these documents or information is missing, the offer shall be rejected.

(a) Technical Proposal Submission Sheet, including:

(i) a brief description of the services offered; and

(ii) the correct validity date of the proposal

(b) separately sealed financial proposal;

(c) written confirmation of authorisation to commit the Consultant; and

(d) a Tender Security or Tender Securing Declaration, if required.

32.5 Eligibility and administrative compliance shall be determined on a pass or fail basis and a proposal which is not eligible or administratively compliant shall be rejected at the preliminary stage of evaluation.

33. Detailed Evaluation

33.1 The Procuring Entity shall technically evaluate the proposals on the basis of the Consultant's responsiveness to the Terms of Reference, applying the evaluation criteria, sub-criteria, and methodology specified in Section 3. 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 any minimum technical score indicated in Section 3.

33.2 The Procuring Entity may, where so indicated in the PDS, conduct interviews with the key staff stated in the PDS. The expected method and date of interview shall be as indicated in the PDS. All costs associated with any interviews shall be for the account of the consultant(s) concerned. Consultants shall be provided with adequate notice of any interviews planned.

33.3 The proposals proceeding to the financial evaluation shall be determined in accordance with the methodology and criteria specified in Section 3.

34. Opening of Financial Proposals

34.1 After the detailed evaluation is completed, the Procuring Entity shall notify those Consultants whose proposals did not qualify for the financial opening, indicating reasons why their proposal was disqualified and that their financial proposals will be returned unopened after of at least 10 working days from display of the best evaluated consultant notice.

34.2 The Procuring Entity shall simultaneously notify the Consultant(s) whose proposals passed the technical evaluation stage, indicating the date and time set for the opening of financial proposal(s). The opening date shall not be sooner than fourteen (14) days after the notification date where foreign tenderers are included, or seven (7) days where all tenderers are national. The notification will be sent in writing.

34.3 The financial proposal(s) shall be opened in the presence of the Consultants' representatives who choose to attend. The name of the Consultant, the

technical score, and the proposal price(s) shall be read out and recorded when the financial proposal(s) are opened. The Procuring Entity shall prepare minutes of the public opening.

35. Conversion to Single Currency

35.1 For evaluation and comparison purposes, the Procuring Entity shall convert all proposal prices expressed in the amounts in various currencies into a single currency. The exchange rate shall be the prevailing Central Bank of Eswatini exchange rate and shall not precede the tender submission deadline by less than twenty-one (21) days. Should this date be a non-working day, the selling exchange rate on the date prior to this non-working day shall be used for currency conversion or as otherwise specified in the PDS.

36. Margin of Preference

36.1 Unless otherwise specified in the PDS, a margin of preference shall apply. Where a Margin of Preference applies, its application and detail shall be specified in Section 3, Evaluation Methodology and Criteria.

37. Financial Comparison of Proposals

37.1 The Procuring Entity shall financially compare each financial proposal that has been opened.

37.2 To financially evaluate a proposal, the Procuring Entity shall only use the criteria and methodologies defined in this Clause and in Section 3, Evaluation Methodology and Criteria. No other criteria or methodology shall be permitted.

37.3 In the calculation of the evaluated price of each proposal, the Procuring Entity shall include the costs stated in Section 3, Evaluation Methodology and Criteria.

37.4 To determine the evaluated price, the Procuring Entity shall consider the following:

(a) the proposal price;

(b) price adjustment for correction of arithmetic errors in accordance with ITC Sub-Clause 31.4;

(c) adjustment for nonconformities and omissions in accordance with ITC Sub-Clause 31.3; and

(d) adjustments due to the application of a margin of preference, in accordance with ITC Clause 36.

38. Determination of Best Evaluated Proposal

38.1 The Procuring Entity shall compare all substantially compliant and responsive proposals to determine the best evaluated bid/proposal, in accordance with Section 3, Evaluation Methodology and Criteria.

39. Post-qualification of the Consultant

39.1 If so stated in Section 3, the Procuring Entity shall determine to its satisfaction whether the Consultant that is selected as having submitted the best evaluated proposal is qualified to perform the Contract satisfactorily.

39.2 The determination shall be based upon an examination of the documentary evidence of the Consultant's qualifications submitted by the Consultant, pursuant to ITC Clause 19, to clarifications in accordance with ITC Clause 29 and the qualification criteria indicated in Section 3, Evaluation Methodology and Criteria. Factors not included in Section 3 shall not be used in the evaluation of the Consultant's qualifications.

39.3 An affirmative determination shall be a prerequisite for award of the Contract to the Consultant. A negative determination shall result in disqualification of the proposal, in which event the Procuring Entity shall proceed to the next best evaluated proposal to make a similar determination of that Consultant's capabilities to perform satisfactorily.

39.4 If pre-qualification has been conducted, no post-qualification will be conducted but pre-qualification information shall be verified.

40. Negotiations

40.1 Negotiations may be held with the best evaluated Consultant following the evaluation of proposals.

40.2 The cost of any negotiations or technical discussions shall be borne by the respective parties themselves.

F. Award of Contract

41. Award Procedure

41.1 The Procuring Entity shall issue a Notice of Intention to Award within ten (10) working days after a decision of the relevant approvals authority to award a contract, to all Consultants who participated and the Agency for publication on its website.

41.2 A Procuring Entity shall not award a contract to the best evaluated consultant until the lapse of ten (10) working days after the date of issuance of the notice of intention to award.

41.3 The Procuring Entity shall award the Contract to the Consultant whose offer has been determined to be the best evaluated proposal, provided that the Consultant is determined to be qualified to perform the Contract satisfactorily and subject to satisfactory negotiations.

42. Procuring Entity's Right to Accept or Reject Any or All Proposals

42.1 The Procuring Entity reserves the right to accept or reject any proposal, and to annul the procurement process and reject all proposals at any time prior to contract signature and issue by the Procuring Entity, without thereby incurring any liability to Consultants, subject to adherence to Regulation 26 and 27 of the Public Procurement Regulations of 2020.

43. Signing and effectiveness of the Contract

43.1 On expiry of the ten (10) working days after the date of issuance of the Letter of Appointment/ Letter of award, the Procuring Entity shall sign a contract with the successful Consultant.

43.2 Failure by the successful Consultant to sign the contract shall constitute sufficient ground for annulment of the contract award.

43.3 Effectiveness of the Contract shall be subject to any conditions specified in the Contract.

44. Debriefing

44.1 Where a Consultant requests information on the reasons for their success or failure of their proposal, after a Notice of Intention to Award has been issued, the Procuring Entity shall give the Consultant a written debrief.

45. Procurement Related Complaints and Administrative Review

45.1 The procedures for making a Procurement-related Complaint are as **specified in the PDS**.

46. Abnormal Low and Abnormally High Prices

46.1 Abnormally Low Prices

46.1.1 An Abnormally Low Price is one where the financial price, in combination with other constituent elements of the proposal, appears unreasonably low to the extent that the price raises material concerns with the Procuring Entity as to the capability of the Consulting firm to perform the Contract for the offered price.

46.1.2 In the event of identification of a potentially Abnormally Low Price by the evaluation committee, the Procuring Entity shall seek written clarification from the firm, including a detailed price analyses of its price in relation to the subject matter of the contract, scope, delivery schedule, allocation of risks and responsibilities and any other requirements of the RFP document.

46.1.2 After evaluation of the price analyses, if the Procuring Entity determines that the firm has failed to demonstrate its capability to perform the contract for the offered price, the Procuring Entity shall reject the firm's proposal.

46.2 Abnormally High Prices

46.2.1 An abnormally high price is one where the proposal price, in combination with other constituent elements of the proposal, appears unreasonably too high to the extent that the Procuring Entity is concerned that it (the Procuring Entity) may not be getting value for money or it may be paying too high a price for the contract compared with market prices or that genuine competition between Consultants is compromised.

46.2.2 In case of an abnormally high tender price, the Procuring Entity shall make a survey of the market prices, check if the estimated cost of the contract is correct, and review the RFP to check if the Terms of Reference, scope of work and conditions of contract are contributory to the abnormally high proposals. The Procuring Entity may also seek written clarification from the Consultants on the reason or the high proposal price. The Procuring Entity shall proceed as follows:

i) If the proposal price is abnormally high based on wrong estimated cost of the contract, the Procuring Entity may accept or not accept the proposal depending on the Procuring Entity's budget considerations.

ii) If Terms of Reference, scope of work and/or conditions of contract are contributory to the abnormally high proposal prices, the Procuring Entity shall reject all proposals and may re-invite for proposals for the contract based on revised estimates, Terms of Reference, scope of work and conditions of contract.

46.2.3 If the Procuring Entity determines that the Proposal Price is abnormally too high because genuine competition between Consultants is compromised (often due to collusion, corruption or other manipulations), the Procuring Entity shall reject all Proposals and shall institute or cause competent Government Agencies to institute an investigation on the cause of the compromise and inform the Agency, before re-inviting for proposals.

Section 2: Proposal Data Sheet

Instructions to Consultants Reference	Data relevant to the ITC
	A. General
ITC 1.1	The Procuring Entity is: **Eswatini Energy Regulatory Authority**
ITC 1.3	**Subject:** The subject of the procurement is: **Consultancy Services to Conduct an ESERA Stakeholder Perception and Customer Satisfaction Survey**
ITC 1.3	**Reference:** The Procurement Reference Number is: **ESERA/RFP/03/2026/27**
ITC 4.2	**Joint Ventures:** Non-applicable (n/a)
ITC 5.4	**Downstream work:** The Procuring Entity shall not envisage the need for continuity for downstream work.
	B. Request for Proposals Document
ITC 7	**Clarification:** For clarification purposes only the Procuring Entity's address is: Attention: Ms. Teclar Maphosa Physical Address: First Floor, Rhus Office Park, Karl Grant Street, Mbabane, Eswatini Email: teclar.maphosa@esera.org.sz The Procuring Entity will respond to any request for clarification provided that such request is received no later than 20 November 2026.
	C. Preparation of Proposals
ITC 11.1	**Submission Method:** The proposal submission method shall be: The proposal submission method shall be hard copies sent to: The Chief Executive Officer Eswatini Energy Regulatory Authority First Floor, RHUS Office Park Karl Grant Street MBABANE A technical and a financial proposal shall be submitted, and each file must be separate and be clearly marked.
ITC 11.2	**Pre-Proposal meeting:** None

Instructions to Consultants Reference	Data relevant to the ITC
	The contact details of the Procuring Entity's official(s) are: Name and position: Teclar Maphosa Communications & Stakeholder Manager Physical Address: Eswatini Energy Regulatory Authority First Floor, RHUS Office Park Karl Grant Street MBABANE Telephone: +268 2404 2103 E mail: teclar.maphosa@esera.org.sz
ITC 12.1	**Joint ventures:** are prohibited.
ITC 13.1	**Estimated Man Months:** The estimated number of professional staff-months required for the assignment is: **Three (3)** man months. **Budget for the Assignment:** The allocated budget for the Assignment is: **E300,000.00**
ITC 14.1(m)	**Additional information in Technical Proposal:** Additional information required in the Technical Proposal includes: • Detailed CVs and qualifications • Proposed methodology and implementation approach • At least three (3) reference letters providing brief description of similar work done • Certified copies of academic certificates and professional affiliations
ITC 15.1 (f)	**Additional information in Financial Proposal:** Additional information required in the Financial Proposal includes: Costs should be split according to categories
ITC 15.3	**Price Breakdown:** The Financial Proposal must be broken down into the price for each Activity.
ITC 15.4	**Taxes:** The Financial Proposal must indicate taxes etc as a separate amount. • To be inclusive of all taxes. Non-resident Consultants must note that Eswatini Income Tax Act, requires that a 15% withholding tax be deducted from each invoice. This tax can however be claimed at their

Instructions to Consultants Reference	Data relevant to the ITC
	country of residence if the country has an income tax agreement with Eswatini.
ITC 16.1	**Prices:** The prices quoted by the Consultant shall be in the official Kingdom of Eswatini currency, which is Eswatini Lilangeni (SZL).
ITC 17.1 (a)	**Currency:** For Services originating in Eswatini the currency of the proposal shall be in the official Kingdom of Eswatini currency, which is Eswatini Lilangeni (SZL).
ITC 17.1 (b)	**Currency:** For Services originating from outside of Eswatini the currency of the proposal shall be in the official Kingdom of Eswatini currency, which is Eswatini Lilangeni (SZL).
ITC 20.1	**Validity:** Proposals must remain valid until **28 February 2027**.
ITC 21.1	**Tender Security or Tender Securing Declaration:** A Tender Security or Tender Securing Declaration ***shall not*** be required.
ITC 21.2	**Validity of Tender Security or Tender Securing Declaration:** The Tender Security or Tender Securing Declaration shall not be required.
ITC 22.1	**Number of Copies:** In addition to the original of the technical and financial proposal, the number of copies of each required is: **2 copies.**
ITC 22.2	**Form of Authorisation:** Power of Attorney or a Notarised Power of Attorney if signed outside Eswatini.
D. Submission and Opening of Proposals	
ITC 24.1	**Proposal Submission:** **Proposals shall be submitted as hard copies and addressed to:** **The Chief Executive Officer** **Eswatini Energy Regulatory Authority** **First Floor, RHUS Office Park** **Karl Grant Street** **MBABANE** The deadline for proposal submission is: Date: 30 November 2026 Time (local time): 12noon

Instructions to Consultants Reference	Data relevant to the ITC
ITC 27.1	**Proposal Opening:** The proposal opening for the technical proposal shall take place at: Physical Address: Eswatini Energy Regulatory Authority First Floor, RHUS Office Park Karl Grant Street MBABANE Date: 30 November 2026 Time (local time): 1430hrs.
ITC 33.2	**Interviews:** Interviews ***shall* not** be held.
E. Evaluation of Proposals	
ITC 35	**Exchange Rate:** The currency that shall be used for financial comparison purposes to convert all proposal prices expressed in various currencies into a single currency is: Eswatini Lilangeni (SZL)
ITC 36.1	**Margin of Preference:** A margin of preference ***shall not*** apply.
ITC 45.1	The procedures for making a Procurement-related Complaint are detailed in the ESPPRA website https://mailto:www.esppra.co.sz If a Consultant wishes to make a Procurement-related Complaint, the Consultant shall submit its complaint following these procedures, in writing (by the quickest means available, that is by email), to: **Title/position**: Teclar Maphosa **Procuring Entity**: Eswatini Energy Regulatory Authority **Email address**: teclar.maphosa@esera.org.sz In summary, a Procurement-related Complaint may challenge any of the following: 1. the terms of the Bidding Documents; and 2. the Procuring Entity's decision to award the contract.

Section 3. Evaluation Methodology and Criteria

A Evaluation Methodology

1. Methodology Used

The evaluation methodology to be used for the evaluation of proposals received shall be:

Fixed Budget Selection (FBS): *This method indicates the available budget in the tender document. The consultants are requested to provide their best possible technical and financial proposals in separate envelopes within the budget. This method is appropriate only when the assignment is simple and can be precisely defined and when the budget is fixed. The consultant with the evaluated technical bid of the highest quality which is within the stated budget shall be recommended for the award of the contract.*

2. Summary of Methodology

The evaluation shall be conducted in three sequential stages –

(a) a preliminary examination to determine the eligibility of consultants and the administrative compliance of bids received;

(b) a detailed evaluation to determine the commercial and technical responsiveness of the eligible and compliant proposals; and

(c) a financial comparison to compare costs of the eligible, compliant, responsive proposals received and determine the best evaluated bid.

Failure of a proposal at any stage of the evaluation shall prevent further consideration at the next stage of evaluation.

B Preliminary Examination Criteria

3. Eligibility Criteria

3.1 The eligibility requirements shall be determined for: -

(a) Eligible Consultants in accordance with ITC Clause 4 and Section 40 of the Public Procurement Act, 2011; and

3.2 The documentation required to provide evidence of eligibility shall be: -

	Eligibility Requirement	Documentary Evidence to be Provided by the Consultant
(a)	The Consultant has legal capacity to enter into the contract	(i) Certificate of Incorporation or Registration (ii) Trading License for the current year

		Any other sufficient evidence
(b)	The Consultant is not insolvent, in receivership, bankrupt or being wound up, 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	A written declaration signed by the authorised representative of the consultant Or Any other sufficient evidence.
(c)	The Consultant has fulfilled its obligations to pay taxes	Tax Compliance Certificate issued by Tax Regulator
(d)	The Consultant has fulfilled its obligations to social security contributions	Eswatini National Provident Fund Compliance Certificate *[for Swati firms]* Social Security Compliance Certificate or equivalent *[for foreign firms]*
(e)	The Consultant adheres to basic labour legislation	Labour Compliance Certificate *[for Swati firms only]*
(f)	The Consultant does not have a conflict of interest in relation to the procurement requirement	A written declaration signed by the authorised representative of the consultant
(g)	The Consultant, or any of its directors or officers, have not been convicted of any criminal offence relating to professional conduct or the making of false statements or misrepresentations as to its qualifications to enter into a procurement contract within a period of five years preceding the commencement of procurement proceedings	A written declaration signed by the authorised representative of the consultant Police Clearances for directors or officers A Certificate or Letter of Good Conduct Issued by a Competent Authority in the Consultant's Country *[for foreign firms]*
(f)	The Consultant is not subject to suspension in accordance with section 55 [of the Public Procurement Act, 2011][1], and none of its directors or officers	A written declaration signed by the authorised representative of the consultant

[1] *Refers to suspension by the Eswatini Public Procurement Regulatory Agency*

	have been involved in a tenderer or supplier currently subject to suspension	

Individual Consultants will be exempt from submitting company documents; however, they shall submit their Identity Document, Tax Clearance and Police Clearance.

Procuring Entity shall include "or equivalent document" in respect of international tenders and shall indicate the information provided by the corresponding document obtainable from the Eswatini jurisdiction appreciation of foreign bidders to submit corresponding documents.

3.3 A Power of Attorney signed outside Eswatini shall be notarized authorising signature of the bid on behalf of the Consultant.

4. Administrative Compliance Criteria

The evaluation of Administrative Compliance shall be conducted in accordance with ITB Sub-Clauses 32.3 and 32.4.

C Detailed Evaluation Criteria

5. Technical Criteria

5.1 Technical responsiveness shall be evaluated in accordance with ITB Clause 33.

5.2 The Terms of Reference in the Statement of Requirements details the minimum technical requirements expected from the consultant. The Criteria, sub-criteria, and point system for the evaluation of the Technical Proposals shall be as follows:

<table>
<tr><th>Criteria</th><th>Maximum Points</th></tr>
<tr><td>1. Adequacy of the Proposed Approach and Methodology in responding to the Terms of Reference</td><td>25</td></tr>
<tr><td>2. Specific experience relevant to this assignment
<table>
<tr><th>Sub-criterion</th><th>Scoring methodology</th></tr>
<tr><td>a. Experience conducting stakeholder perception, customer satisfaction or similar surveys</td><td>1 completed assignment = 5 points; 2 assignments = 10 points; 3 or more assignments = 15 points</td></tr>
<tr><td>b. Experience conducting research involving multiple stakeholder groups</td><td>1 relevant completed assignment = 3 points; 2 or more = 5 points</td></tr>
<tr><td>c. Experience developing measurable perception or satisfaction indices</td><td>1 relevant completed assignment = 3 points; 2 or more = 5 points</td></tr>
</table></td><td>25</td></tr>
<tr><td>3. Sector experience (regulatory/energy)</td><td>10</td></tr>
<tr><td>4. Appropriateness of the Proposed Work Plan</td><td>10</td></tr>
<tr><td>5. Relevant Qualifications
<table>
<tr><th>Sub-criterion</th><th>Scoring methodology</th></tr>
<tr><td>Team Leader / Lead Researcher:</td><td>Bachelor’s and below (0)
Master’s degree (10)
PhD (12)</td></tr>
<tr><td>Data Analyst / Statistician -</td><td>Bachelor's degree in Statistics, Mathematics, Economics, Data Science or related field (8)</td></tr>
</table></td><td>20</td></tr>
<tr><td>6. Participation by Nationals (Citizen Service Providers)</td><td>5</td></tr>
<tr><td>7. Participation of Swati Company</td><td>5</td></tr>
<tr><td>Total:</td><td>100 points</td></tr>
</table>

The minimum technical score required to pass the technical evaluation is **70** points.

D Financial Comparison Criteria

6. Fixed Budget Selection (FBS) Method

In the case of FBS, those Proposals that exceed the budget indicated in ITC 13.1 of the Data Sheet shall be rejected. The Procuring Entity's evaluation committee will select the Consultant with the highest-ranked Technical Proposal that does not exceed the budget indicated in the RFP, notify and invite such Consultant to negotiate the Contract.

Section 4. Proposal Forms

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4.1 Technical Proposal – Standard Forms

4.1.1 Technical Proposal Submission Sheet.
4.1.2 Code of ethical conduct in business for consultants and providers
4.1.3 Consultant's References.
4.1.4 Comments and Suggestions on the Terms of Reference.
4.1.5 Description of the Methodology for performing the Assignment.
4.1.6 Team Composition and Task Assignments.
4.1.7 Format of Curriculum Vitae for Proposed Professional Staff.
4.1.8 Confirmation of availability of professional staff
4.1.9 Estimated Time Schedule for Professional Staff.
4.1.10 Activity (Work) Schedule.
4.1.11 Tender Securing Declaration
4.1.12 Tender Security
4.1.13 Declaration of Eligibility

4.2 Financial Proposal - Standard Forms

4.2.1 Financial Proposal Submission Sheet.
4.2.2 Summary of Proposal Price (Breakdown of Lump Sum).
4.2.3 Breakdown of Fees.
4.2.4 Breakdown of Reimbursables.
4.2.5 Breakdown of Miscellaneous Expenses.

[This Proposal Submission Sheet should be on the letterhead of the Consultant and should be signed by a person with the proper authority to sign documents that are binding on the Consultant. It should be included by the Consultant in its technical proposal]

4.1.1 Technical Proposal Submission Sheet

Date: *[insert date (as day, month and year) of proposal submission]*
Procurement Reference No: *[insert Procurement Reference number]*

To: [insert complete name of Procuring Entity]

We, the undersigned, declare that:

(a) We have examined and have no reservations to the Request for Proposals Document, including Addenda No.: *[insert the number and issuing date of each Addenda]*;

(b) We offer to provide the services in conformity with the Request for Proposals Document for the *[insert a brief description of the Services]*;

(c) We hereby submit our proposal which includes this technical proposal, and a financial proposal sealed under a separate envelope;

(d) Our proposal shall be valid until the date specified in ITC Clause 20.1 and it shall remain binding upon us and may be accepted at any time before and including that date;

(e) We, including any subcontractors or consultants for any part of the contract resulting from this procurement process, are eligible to participate in public procurement in accordance with ITC Clause 4.1;

(f) We, including any associates, Joint Venture partners or Sub-contractors for any part of the contract, have nationals from eligible countries *[insert the nationality of the Consultant, including that of all parties that comprise the Consultant, if the Consultant is a Joint Venture, consortium or association, and the nationality of each subcontractor]*;

(g) We have signed and undertake to abide by the Code of Ethical Conduct for Consultants attached during the procurement process and the execution of any resulting contract;

(h) We are not participating, as Consultants, in more than one proposal in this procurement process;

(i) We, including any subcontractors or consultants, do not have any conflict of interest and have not participated in the preparation of the original project for the Procuring Entity;

(j) We, our affiliates or subsidiaries—including any subcontractors for any part of the contract—have not been suspended by ESPPRA from participating in public procurement;

(k) Our Proposal is binding upon us, subject to modifications agreed during any contract negotiations, and we undertake to negotiate on the basis of the staff proposed in our Proposal;

(l) We understand that this Proposal, shall not be binding on the Entity until a formal contract is prepared and executed;

(m) We understand that you are not bound to accept the lowest proposal or any other proposal that you may receive;

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

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

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

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

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

4.1.2 CODE OF ETHICAL CONDUCT IN BUSINESS FOR CONSULTANTS

1. **Ethical Principles**
   Consultants and providers shall at all times-
   (a) maintain integrity and independence in their professional judgement and conduct;
   (b) comply with both the letter and the spirit of-
      i. the laws of Eswatini; and
      ii. any contract awarded.
   (c) avoid associations with businesses and organisations which are in conflict with this code.
2. **Standards**
   Consultants and providers shall-
   (a) strive to provide works, services and supplies of high quality and accept full responsibility for all works, services or supplies provided;
   (b) comply with the professional standards of their industry or of any professional body of which they are members.
3. **Conflict of Interest**
   Consultants and providers shall not accept contracts which would constitute a conflict of interest with, any prior or current contract with any Procuring Entity. Consultants and providers shall disclose to all concerned parties those conflicts of interest that cannot reasonably be avoided or escaped.
4. **Confidentiality and Accuracy of Information**
   (1) Information given by consultants and providers in the course of procurement processes, or the performance of contracts shall be true, fair and not designed to mislead.
   (2) Providers shall respect the confidentiality of information received in the course of performance of a contract and shall not use such information for personal gain.
5. **Gifts and Hospitality**
   Consultants and providers shall not offer gifts or hospitality directly or indirectly, to staff of a Procuring Entity that might be viewed by others as having an influence on a government procurement decision.
6. **Inducements**
   (1) Consultants and providers shall not offer or give anything of value to influence the action of a public official in the procurement process or in contract execution.
   (2) Consultants and providers shall not ask a public official to do anything which is inconsistent with the Act, Regulations, Guidelines or the Code of Ethical Conduct in Business.
7. **Fraudulent Practices**
   Consultants and providers shall not-
   (a) collude with other businesses and organisations with the intention of depriving a Procuring Entity of the benefits of free and open competition;
   (b) enter into business arrangements that might prevent the effective operation of fair competition;

(c) engage in deceptive financial practices, such as bribery, double billing or other improper financial practices;
(d) misrepresent facts in order to influence a procurement process or the execution of a contract to the detriment of the Procuring Entity; or utter false documents;
(e) unlawfully obtain information relating to a procurement process in order to influence the process or execution of a contract to the detriment of the PE;
(f) withholding information from the PE during contract execution to the detriment of the PE.

I ..... agree to comply with the above code of ethical conduct in business.

---	---
AUTHORISED SIGNATORY	**NAME OF CONSULTANT**

[The information requested is required in the format provided below and should be included by the Consultant in its proposal]

4.1.3 Consultant's References

Relevant services carried out in the last ..... years (*Insert number of years required)* that best illustrate experience.

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

Consultant's Name: _____

Assignment name:		Country:
Location within country:		Professional Staff provided by consultant (profiles):
Name of client:		Nº of staff:
Address:		Nº of Staff-Months; Duration of assignment:
Start date (Month/Year):	Completion date (Month/Year):	Approx. Value of services (in Currency SZL):
Name of Associated Consultants, if any:		Nº of Months of Professional Staff provided by Associated Consultants:
Name of senior staff (Project Director/Coordinator, Team Leader) involved, and functions performed:		
Narrative description of Project:		
Description of actual services provided by your Staff:		

[The information requested is required in the format provided below and should be included by the Consultant in its proposal. If none, include form and state "None"]

4.1.4 Comments and Suggestions on the Terms of Reference

[*Comments and suggestions on the Terms of Reference that could improve the quality/effectiveness of the assignment; and on requirements for counterpart staff and facilities, which are provided by the Client, including: administrative support, office space, local transportation, equipment, data, etc.*]

A - On the Terms of Reference

{Improvements to the Terms of Reference, if any}

B - On Counterpart Staff and Facilities

{Comments on counterpart staff and facilities to be provided by the Client. For example, administrative support, office space, local transportation, equipment, data, background reports, etc., if any}

[The information requested is required in the format provided below and should be included by the Consultant in its proposal]

4.1.5 Description of the Methodology for performing the Assignment

A description of the approach, methodology and work plan for performing the assignment, including a detailed description of the proposed methodology and staffing for training, if the Terms of Reference specify training as a specific component of the assignment.

{Suggested structure of your Technical Proposal}:

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

a) ***Technical Approach and Methodology.***{Please explain your understanding of the objectives of the assignment as outlined in the Terms of Reference (TORs), the technical approach, and the methodology you would adopt for implementing the tasks to deliver the expected output(s), and the degree of detail of such output. Please do not repeat/copy the TORs in here.}

b) ***Work Plan.***{Please outline the plan for the implementation of the main activities/tasks of the assignment, their content and duration, phasing and interrelations, milestones (including interim approvals by the Client), and tentative delivery dates of the reports. The proposed work plan should be consistent with the technical approach and methodology, showing your understanding of the TOR and ability to translate them into a feasible working plan. A list of the final documents (including reports) to be delivered as final output(s) should be included here. The work plan should be consistent with the Work Schedule Form.}

c) ***Organization and Staffing.***{Please describe the structure and composition of your team, including the list of the Key Experts, Non-Key Experts and relevant technical and administrative support staff.}

[The information requested is required in the format provided below and should be included by the Consultant in its proposal]

4.1.6 Team Composition and Task Assignments

1. Technical/Managerial Staff		
Name	**Position**	**Task(s)**

2. Support Staff		
Name	**Position**	**Task(s)**

[The information requested is required in the format provided below and should be included by the Consultant in its proposal]

4.1.7 Format of Curriculum Vitae for Proposed Professional Staff

CURRICULUM VITAE (CV)

Position Title and No.	{e.g., A-1, TEAM LEADER}
Name of Expert:	{Insert full name}
Date of Birth:	{day/month/year}
Country of Citizenship/Residence	

Education: {List college/university or other specialized education, giving names of educational institutions, dates attended, degree(s)/diploma(s) obtained}

_____
_____

Employment record relevant to the assignment: {Starting with present position, list in reverse order. Please provide dates, name of employing organization, titles of positions held, types of activities performed and location of the assignment, and contact information of previous clients and employing organization(s) who can be contacted for references. Past employment that is not relevant to the assignment does not need to be included.}

Period	Employing organization and your title/position. Contact information for references	Country	Summary of activities performed relevant to the Assignment
[e.g., May 2000-present]	[e.g., Ministry of ....., advisor/consultant to… For references: Tel……/e-mail……; Mr. A2 , Project manager]		

Membership in Professional Associations and Publications:

_____

Language Skills (indicate only languages in which you can work): _____

_____

Adequacy for the Assignment:

Detailed Tasks Assigned on Consultant's Team of Experts:	**Reference to Prior Work/Assignments that Best Illustrates Capability to Handle the Assigned Tasks**
{List all deliverables/tasks as in TECH-5 in which the Expert will be involved)	

Expert's contact information : (e-mail……., phone……)

Certification:
I, the undersigned, certify that to the best of my knowledge and belief, this CV correctly describes myself, my qualifications, and my experience, and I am available to undertake the assignment in case of an award. I understand that any misstatement or misrepresentation described herein may lead to my disqualification or dismissal by the Client, and/or sanctions by the Bank.

{day/month/year}



Name of Expert Signature
Date

{day/month/year}



Name of authorized Representative of the Consultant (the same who signs the Proposal)

Signature

Date

4.1.8 Format for confirmation of availability of Key Professional Staff

Subject of procurement:		Procurement reference number	

Consultant	

List of key professional staff	Competencies of key professional staff	Percentage of time for which key staff shall be available

Confirmation

I .....(insert name of consultant) hereby certify that the staff described above shall be available as indicated

Signature: _____ Name: _____

[The information requested is required in the format provided below and should be included by the Consultant in its proposal. Consultants may reproduce this format in landscape format if more practical but are responsible for its accurate reproduction.]

4.1.9 Estimated Time Schedule for Professional Staff

			Months (in the Form of a Bar Chart)												
Name	**Position**	**Reports Due/Activities**	**1**	**2**	**3**	**4**	**5**	**6**	**7**	**8**	**9**	**10**	**11**	**12**	**Number of Months**
															Subtotal (1)
															Subtotal (2)
															Subtotal (3)
															Subtotal (4)

Full-time: _____ Part-time: _____

Signature: _____

(Authorised Representative)

Full Name: _____ Title: _____

Consultant: _____

[The information requested is required in the format provided below and should be included by the Consultant in its proposal. Consultants may reproduce this format in landscape format if more practical but are responsible for its accurate reproduction]

4.1.10 Activity (Work) Schedule

A. Technical Input

	[1st, 2nd, etc. are months from the start of assignment.]											
	1st	2nd	3rd	4th	5th	6th	7th	8th	9th	10th	11th	12th
Activity (Work)												

B. Completion and Submission of Reports and other Deliverables

Reports	Date
1. Inception Report	
2. Interim Progress Reports (a) First Status Report (b) Second Status Report	
3. Draft Final Report	
4. Final Report	
5. Other Deliverables	

4.1.11 Tender Securing Declaration

[The Consultant shall fill in this Form in accordance with the instructions indicated. If the Consultant is a Joint Venture, Consortium or Association the Proposal Securing Declaration must be in the name of the Joint Venture, Consortium or Association that submits the proposal. If the Joint Venture has not been legally constituted at the time of bidding, the Proposal Securing Declaration shall be in the names of all future partners as named in the letter of intent]

Date: *[insert date (as day, month and year) of Proposal Submission]*
Procurement Reference No.: *[insert reference number of selection process]*

To: *[insert complete name of Procuring Entity]*

I/We, the undersigned, declare that:

1. I/We understand that, according to your conditions, proposals must be supported by a Proposal Securing Declaration.

2. I/We accept that I/we may be debarred for three years by the Agency from being eligible for bidding in any contract with the Government of Eswatini, if we are in breach of our obligation(s) under the Request for Proposals conditions, because we:

a. have withdrawn our proposal during the period of proposal validity specified by us in the Technical Proposal Submission Sheet, except as provided in ITC Sub-Clause 20.3; or
b. having been notified of the acceptance of our proposal by the Procuring Entity, during the period of proposal validity, fail or refuse to:
   (i) sign the Contract in accordance with ITC Clause 43;
   (ii) furnish the Performance Security, in accordance with the ITC Clause 45; or
   (iii) accept the correction of our bid by the Procuring Entity, pursuant to ITC sub-Clause 31.4.

3. I/We understand this Proposal Securing Declaration shall expire on [*Insert date as per ITC Clause 21]*.

Signed: *[insert signature of person whose name and capacity are shown]* In the capacity of *[insert legal capacity of person signing the Proposal Securing Declaration]*

Name: *[insert complete name of person signing the Proposal Securing Declaration]*

Duly authorized to sign the proposal for and on behalf of: *[insert complete name of Consultant]*

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

[This Proposal Submission Sheet should be on the letterhead of the Consultant and should be signed by a person with the proper authority to sign documents that are binding on the Consultant. It should be included by the Consultant in its financial proposal]

4.1.12 Tender Security

Tender Security (Bank Guarantee)

[The Bank shall fill in this Bank Guarantee Form in accordance with the instructions indicated.]

_____

Beneficiary: _____

Date: _____

TENDER GUARANTEE No.: _____

We have been informed that _____ (hereinafter called "the Tenderer") has submitted to you its Tender dated (hereinafter called "the Tender") for the execution of _____ under Invitation for Tenders No. _____ ("the IFB").

Furthermore, we understand that, according to your conditions, Tenders must be supported by a Tender guarantee.

At the request of the Tenderer, we _____ hereby irrevocably undertake to pay you any sum or sums not exceeding in total an amount of _____ (_____) upon receipt by us of your first demand in writing accompanied by a written statement stating that the Tenderer is in breach of its obligation(s) under the Tender conditions, because the Tenderer:

(a) has withdrawn its Tender during the period of Tender validity specified by the Tenderer in the Form of Tender; or

(b) having been notified of the acceptance of its Tender by the Procuring Entity during the period of Tender validity, (i) fails or refuses to execute the Contract Form; or (ii) fails or refuses to furnish the performance security, if required, in accordance with the Instructions to Tenderers.

This guarantee will expire: (a) if the Tenderer is the successful Tenderer, upon our receipt of copies of the contract signed by the Tenderer and the performance security issued to you upon the instruction of the Tenderer; or (b) if the Tenderer is not the successful Tenderer, upon the earlier of (i) our receipt of a copy of your notification to the Tenderer of the name of the successful Tenderer; or (ii) twenty-eight days after the expiration of the Tenderer's Tender.

Consequently, any demand for payment under this guarantee must be received by us at the office on or before that date.

This guarantee is subject to the Uniform Rules for Demand Guarantees, ICC Publication No. 458.

_____

[signature(s)]

Tender Security (Tender Bond)

[The Surety shall fill in this Tender Bond Form in accordance with the instructions indicated.]

BOND NO. _____

BY THIS BOND _____ as Principal (hereinafter called "the Principal"), and _____, **authorized to transact business in** _____, as Surety (hereinafter called "the Surety"), are held and firmly bound unto _____as Obligee (hereinafter called "the Procuring Entity") in the sum of _____[2] _____, for the payment of which sum, well and truly to be made, we, the said Principal and Surety, bind ourselves, our successors and assigns, jointly and severally, firmly by these presents.

WHEREAS the Principal has submitted a written Tender to the Procuring Entity dated the _____ day of _____, 20__, for the construction of _____(hereinafter called the "Tender").

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that if the Principal:

(a) withdraws its Tender during the period of Tender validity specified in the Form of Tender; or

(b) having been notified of the acceptance of its Tender by the Procuring Entity during the period of Tender validity; (i) fails or refuses to execute the Contract Form; or (ii) fails or refuses to furnish the Performance Security, if required, in accordance with the Instructions to Tenderers.

then the Surety undertakes to immediately pay to the Procuring Entity up to the above amount upon receipt of the Procuring Entity's first written demand, without the Procuring Entity having to substantiate its demand, provided that in its demand the Procuring Entity shall state that the demand arises from the occurrence of any of the above events, specifying which event(s) has occurred.

The Surety hereby agrees that its obligation will remain in full force and effect up to and including the date 28 days after the date of expiration of the Tender validity as stated in the Invitation to Tender or extended by the Procuring Entity at any time prior to this date, notice of which extension(s) to the Surety being hereby waived.

IN TESTIMONY WHEREOF, the Principal and the Surety have caused these presents to be executed in their respective names this ____ day of _____ 20__.

Principal: _____ Surety: _____
Corporate Seal (where appropriate)

[2] The amount of the Bond shall be denominated in the currency of the Procuring Entity's country or the equivalent amount in a freely convertible currency.

_____	_____
(Signature)	*(Signature)*
(Printed name and title)	*(Printed name and title)*

4.1.13

Declaration of Eligibility

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

[>>>Name of Tenderer, Address, and Date>>>]

Re Tender Reference .....

In accordance with the eligibility requirements of the Invitation to 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 are 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 declare that we adhere to basic labour legislation.

(e) 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

(f) I/We declare that we are eligible to participate in the above-mentioned public procurement tender as per paragraphs (a) – (e) above.

(g) We further declare that we are not Politicians and or Public Officers.

(h) That we do not have a conflict of interest in relation to the procurement requirement as defined in the Instructions to Tenderers.

(i) I/We are aware that, where it shall be found that any or all of the below mentioned directors of our Company have provided misleading information in preparing this tender document, the tender will be cancelled, and contracts awarded shall be terminated immediately.

Name_____ (In the capacity of) _____

Authorised Representative Signature_____ Date_____

_____

4.2.1 Financial Proposal Submission Sheet

Date: *[insert date (as day, month and year) of proposal submission]*

Procurement Reference No: *[insert Procurement Reference number]*

To: *[insert complete name of Procuring Entity]*

We, the undersigned, declare that:

(a) The total price of our Proposal is: *[insert the total proposal price in words and figures, indicating the various amounts and the respective currencies]*, inclusive of local taxes;

(b) The following commissions, gratuities, or fees have been paid or are to be paid with respect to this procurement process or execution of the Contract: *[insert complete name of each Recipient, its full address, the reason for which each commission or gratuity was paid and the amount and currency of each such commission or gratuity. If none has been paid or is to be paid, indicate "none"];*

Name and address of Recipient	Purpose/ Reason	Currency and Amount

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

In the capacity of _____*[insert legal capacity of person signing the proposal]*

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

Duly authorised to sign the proposal for and on behalf of: _____*[insert complete name of Consultant]*

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

[Consultants may reproduce this sheet in landscape format if more practical but are responsible for its accurate reproduction. State currency or currencies of proposal. If three currencies are not used state "nil" as appropriate. If the PDS requires the proposal price to be quoted separately for different Activities, complete this form as a "Summary of Proposal Price" for each activity and complete one overall Summary of prices.]

4.2.2 Summary of Proposal Price (Breakdown of Lump Sum)

Cost item	Currency	Amount(s)
Fees – currency 1		
Fees – currency 2		
Reimbursables – currency 1		
Reimbursables – currency 2		
Miscellaneous Expenses –currency 1		
Miscellaneous Expenses –currency 2		
Local taxes		
Total Lump Sum/Cost Estimate – currency 1		
Total Lump Sum/Cost Estimate – currency 2		

4.2.3 Breakdown of Fees

[Consultants may reproduce this sheet in landscape format if more practical but are responsible for its accurate reproduction. The Consultant should complete a separate form for each currency or add currency columns and show up to three totals. Complete this form for the total proposal or for each activity as indicated in the ITC]

State activity name or total proposal:_____

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

4.2.4 Breakdown of Reimbursables

[Consultants may reproduce this sheet in landscape format if more practical but are responsible for its accurate reproduction. The Consultant should complete a separate form for each currency or add currency column and show up to three totals. Complete this form for the total proposal or for each activity as indicated in the ITC]

State activity name or total proposal:_____
Currency:_____

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

4.2.5 Breakdown of Miscellaneous Expenses

[Consultants may reproduce this sheet in landscape format if more practical but are responsible for its accurate reproduction. The Consultant should complete a separate form for each currency or add currency column and show up to three totals. Complete this form for the total proposal or for each activity as indicated in the ITC].

State activity name or total proposal:_____ Currency: _____

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

Section 5. Eligible Countries

Procurement Reference Number:

All countries are eligible except countries subject to the following provisions.

A country shall not be eligible if:

(a) as a matter of law or official regulation, the Government of Eswatini prohibits commercial relations with that country, provided that the Government of Eswatini is satisfied that such exclusion does not preclude effective competition for the provision of services required; or

(b) by an act of compliance with a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations, the Government of Eswatini prohibits the provision of Services from that country or any payments to persons or entities in that country.

PART 2 - Statement of Requirements

Section 6. Statement of Requirements

Procurement Reference Number: ESERA/RFP/03/2026/27

6.1. Terms of Reference

6.1.1 Background

The Eswatini Energy Regulatory Authority (ESERA) is a statutory body established in terms of the Energy Regulatory Authority Act, 2007, with responsibility for regulating the electricity and petroleum sectors in Eswatini.
Effective stakeholder engagement is essential to ESERA's ability to execute its mandate. The Authority engages with a diverse range of stakeholders including consumers, regulated entities and licensees, Government institutions, businesses, industry associations, civil society, the media, development partners and the general public.

ESERA previously commissioned a Stakeholder Perception Survey to assess stakeholders' understanding of its mandate and perceptions of its communication, regulatory effectiveness, operational efficiency, service delivery and public image. The study identified a number of stakeholder engagement, communication and awareness gaps requiring intervention.

Under the ESERA Strategic Plan 2026–2031, the Authority seeks to strengthen stakeholder engagement and experience and to improve stakeholder understanding and perceptions of the organisation.

ESERA therefore intends to engage a suitably qualified consultant or consulting firm to undertake an independent Stakeholder Perception Survey. The survey will establish the current perceptions of ESERA among its key stakeholder groups, provide a Stakeholder Perception Index and identify priority areas requiring improvement.

6.1.2 Objective of the Assignment

The overall objective is to assess stakeholder perceptions of ESERA, measure customer satisfaction among service users, and establish baseline indices that can be used to track performance throughout the Strategic Plan 2026-2031 period.

6.1.3 Specific Objectives

- Assess stakeholders perceptions of ESERA's regulatory effectiveness, credibility, transparency, responsiveness and engagement.
- Determine stakeholder awareness, understanding of ESERA's mandate, roles and responsibilities as well as communication channels used.
- Establish an overall Stakeholder Perception Index.
- Assess customer satisfaction with ESERA services and interactions.
- Measure experiences relating to responsiveness, accessibility, professionalism and timeliness.
- Establish a Customer Satisfaction Index.
- Identify perception, communication, engagement and service delivery gaps and recommend practical interventions to address them.

6.1.4. Methodology

The consultant shall propose an appropriate and cost-effective research methodology, which may include:

- Desk review;
- Structured quantitative surveys;
- Key informant interviews for selected institutional stakeholders;
- Telephone interviews;
- Electronic/online questionnaires where appropriate;
- Face-to-face interviews where necessary; and
- Quantitative and qualitative data analysis.

The selected consultant shall refine the methodology, sampling approach and survey.

6.1.5. Deliverables

- Inception Report.
- Final Survey Instruments
- Draft Stakeholder Perception and Customer Satisfaction Survey Report.
- Presentation of Findings.
- Final Survey Report.
- Survey database and supporting materials.
- Dashboard/scorecard showing key indices.

6.1.6. Expected Outputs

- Overall Stakeholder Perception Index.
- Stakeholder Perception Index by category.
- Overall Customer Satisfaction Index.
- Satisfaction scores on accessibility, responsiveness, professionalism, timeliness, communication and complaint handling.
- Stakeholder awareness and understanding levels.

- Priority perception, engagement and service delivery gaps.
- Identification of stakeholder information and engagement preferences.
- Comparative findings against the previous survey where valid; and
- Practical recommendations to improve stakeholder perception and engagement.
- Recommendations and a baseline measurement framework for future surveys.

6.1.7. Duration
Three (3) months from contract signature.

6.1.8. Consultant Qualifications
The assignment may be undertaken by a suitably qualified individual consultant or consulting firm.

Lead Consultant
The Lead Consultant should possess:
- A Master's Degree in Research, Statistics, Economics, Marketing, Communication, Business Administration, Social Sciences or a related field;
- At least seven (7) years' relevant experience in stakeholder perception, public opinion, market research, customer/stakeholder research or similar studies;
- Demonstrated experience in conducting at least three assignments of a similar nature;
- Demonstrated knowledge of survey design, sampling and quantitative data analysis;
- Strong qualitative research, analytical and report-writing capabilities; and
- Experience with regulatory bodies, public institutions, utilities, infrastructure or the energy sector will be an added advantage.

The assignment team should collectively demonstrate competence in:
- Survey Research;
- Sampling and Statistics;
- Quantitative and Qualitative Data Analysis;
- Stakeholder/Public Opinion Research; and
- Report Writing and Presentation.

PART 3 - Contract

Section 7: General Conditions of Contract for the Procurement of Consultancy Services

Any resulting contract shall be subject to the Government of Eswatini General Conditions of Contract (GCC) for the Procurement of Consultancy Services available on the Agency's website except where modified by the Special Conditions below.

Section 8. Special Conditions of Contract

The following Special Conditions of Contract (SCC) shall supplement the General Conditions of Contract (GCC). Whenever there is a conflict, the provisions herein shall prevail over those in the GCC.

GCC clause reference	Special Conditions of Contract
	The Procurement Reference Number is: **ESERA/RFP/03/2026/27**
GCC 1.2 (e)	The Eligible Countries are those listed in Section 5 of the Request for Proposals Document.
GCC 4.4	**Authorised Representatives:** The Authorised Representatives are: for the Procuring Entity: **The Chief Executive Officer** for the Consultant: .....
GCC 5.1	**Law:** The Contract shall be governed by the Laws of Eswatini.
GCC 7.1	**Notices:** The addresses for Notices are: for the **Procuring Entity**: Physical Address: 1st Floor, RHUS Office Park Town/City: Karl Grant Street, Mbabane P. O. Box No: P. O. Box 7137, Mbabane Country: Eswatini Telephone: +268 2404 2103 Email: info@esera.org.sz For the **Consultant** Physical Address: ..... Town/City: ..... P. O. Box No: ..... Country: ..... Telephone: ..... Email: .....
GCC 8.1	**Commencement:** The Period within which the Services shall have commenced is: **no later than 1 February 2027 subject to the signing and effectiveness of the Contract.**
GCC 17.2	**Dispute settlement:** Dispute settlement shall be in accordance with the Alternative Dispute Resolution Process under the Laws of Eswatini.
GCC 18.1	**Completion of the Services:** The Period within which the Services shall have been completed following commencement of the Services is: Three (3) months.

<table>
<tr><th>GCC clause reference</th><th>Special Conditions of Contract</th></tr>
<tr><td>GCC 19.5(c)</td><td>Further Assistance: The Procuring Entity shall provide the following further assistance: workshop venue and meals.</td></tr>
<tr><td>GCC 20.1</td><td>Counterpart Staff: No counterpart staff shall be provided. ESERA shall designate a focal person to oversee the assignment.</td></tr>
<tr><td>GCC 21.2</td><td>Payment currencies: Payments shall be made in the currency or currencies of the contract price.
The exchange rate for purposes of payment shall be the Central Bank of Eswatini exchange rate prevailing at the time of financial proposal opening</td></tr>
<tr><td>GCC 22.1</td><td>The Contract is a Lump Sum Contract.</td></tr>
<tr><td>GCC 24.1</td><td>Documentation for Payment: The following documentation shall be required to support invoices requesting payments: Invoice and hard copies of relevant reports.</td></tr>
<tr><td>GCC 25.1</td><td>Payment Schedule: The payment schedule shall be:
<table>
<tr><th>Deliverable</th><th>Payment</th></tr>
<tr><td>Approval of Inception Report and survey instruments</td><td>20%</td></tr>
<tr><td>Completion of fieldwork and submission of preliminary findings</td><td>30%</td></tr>
<tr><td>Approval of Draft Survey Report and presentation of findings</td><td>20%</td></tr>
<tr><td>Approval of Final Report and submission of complete survey dataset</td><td>30%</td></tr>
</table></td></tr>
<tr><td>GCC 26.1</td><td>Advance Payment Guarantee: An Advance Payment Guarantee is not required.
The period of validity of the Advance Payment Guarantee shall be: n/a</td></tr>
<tr><td>GCC 27.1</td><td>Payment Period: Payment shall be made by the Procuring Entity within 30 days of receipt and certification of the invoice accompanied by supporting documents and within 30 days in the case of the final payment.</td></tr>
<tr><td>GCC 32.1</td><td>Price variation: The Contract Price including the remuneration rates is not subject to price variation for fluctuations in market, commodity or other variable rates.</td></tr>
</table>

GCC clause reference	Special Conditions of Contract
GCC 33.1	**Taxes and duties:** The Consultant **shall** bear and pay all taxes, duties, and levies imposed on the Consultant, by all municipal, state or national government authorities:
GCC 34.5(c)	**The Procuring Entity's prior approval:** The Procuring Entity's prior approval is also required for: n/a.
GCC 36.1	**Joint Venture requirements:** n/a
GCC 39.3	**Total Liability:** The total liability under the Contract shall be the total contract value.
GCC 40.1	**Insurance taken out by Consultant:** The risks and coverage shall be: (i) Third Party motor vehicle (ii) Third Party liability (iii) Employer's liability and workers' compensation (iv) Professional liability (v) Loss or damage to equipment and property (vi) Other
GCC 44.1	**Restrictions on the use of Deliverables:** The future use of deliverables are restricted as follows: Ownership and Use of Deliverables: All reports, survey instruments, datasets, findings, analyses, indices and other materials specifically developed under this assignment shall be the exclusive property of ESERA, including the associated intellectual property rights. The Consultant shall not publish, disclose, reproduce or use these deliverables for purposes unrelated to the assignment without ESERA's prior written consent.
GCC 47.2	**Personnel entitlements:** The Key Personnel shall be entitled to payment for: No separate payments or additional entitlements shall be provided to Key Personnel. All personnel costs and related expenses shall be included in the agreed lump-sum Contract Price.

Section 9. Contract Forms

Table of Contract Forms

Agreement 70
Advance Payment Security 73

Agreement

For Lump Sum/Time Based Contracts

This Agreement is made this..... day of the month of ..... between ..... of ..... (hereinafter called the "Procuring Entity") and ..... of ..... hereinafter called the "Consultant").

WHEREAS

(a) the Procuring Entity has requested the Consultant to provide certain consultancy services (hereinafter called the "Services") as defined herein and attached to this Contract;

(b) the Consultant having represented to the Procuring Entity that it has the required professional skills, 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 agree as follows:

1. The documents forming the Contract shall be as stated in and in the order of priority stated in the General Conditions of Contract.

2. The mutual rights and obligations of the Procuring Entity and the Consultant shall be as set forth in the Contract, in particular:
   (a) The Consultant shall carry out the Services in accordance with the provisions of the Contract; and
   (b) the Procuring Entity shall pay the Consultant the Contract Price of _____ or such other sum as may become payable under the provisions of the Contract, at the times and in the manner prescribed by 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.

Signed by _____ (Authorized Representative of the Procuring Entity)

Name: _____ Position: _____

In the presence of:

Name: _____ Position: _____

Signed by _____ (Authorized Representative of the Consultant)

Name: _____ Position: _____

In the presence of:

Name: _____ Position: _____

Appendices

APPENDIX A STATEMENT OF REQUIREMENTS

[Detailed descriptions of the Services to be provided, dates for completion of tasks, location of tasks, etc.]

APPENDIX B KEY PERSONNEL AND SUB-CONTRACTOR

B.1 Team Composition – Technical/Managerial Staff: Names, (where available), positions, assigned tasks and staff-months for each (Section 4 Table 4.1.5).

B.2 Team Composition – Support Staff [Names, where available], positions, assigned tasks and staff-months for each. (Same as B.1 for Key foreign Personnel to be assigned to work outside Eswatini). (Section 4 Table 4.1.5)

B.3 List of Sub-contractors (where available); same information with respect to their Personnel as in B.1.

B.4 List of Sub-contractors (where available); Same information as B.1 for Key local Personnel.]

B.5 Time Schedule for Professional Staff (Section 4 Table 4.1.7). Specify working hours, holidays and travel time, etc. in accordance with GC Clause 48.

APPENDIX C BREAKDOWN OF CONTRACT PRICE IN FOREIGN CURRENCY

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

C.1 Breakdown of Contract Price (summarising the main elements of the contract price detailing fees, reimbursables and miscellaneous expenses (Section 4 Table 4.2.2) :

C.2 Breakdown of Fees into the monthly rates for Personnel (Key Personnel and other Personnel) (Section 4 Table 4.2.3).

C.3. Breakdown of Reimbursable (Section 4 Table 4.2.4)

C.4 Breakdown of Miscellaneous Expenses (Section 4 Table 4.2.5)

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

APPENDIX D BREAKDOWN OF CONTRACT PRICE IN ESWATINI LILANGENI

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

D.1 Breakdown of Contract Price (summarising the main elements of the contract price detailing fees, reimbursables and miscellaneous expenses (S. 4 Table 4.2.2)

D.2 Breakdown of Fees into the monthly rates for Personnel (Key Personnel and other Personnel) (Section 4 Table 4.2.3).

D.3. Breakdown of Reimbursable expenditures (Section 4 Table 4.2.4)

D.4 Breakdown of Miscellaneous Expenses (Section 4 Table 4.2.5). This appendix will exclusively be used for determining remuneration for additional services.

*[*The Advance Payment Security should be on the letterhead of the issuing Financial Institution and should be signed by a person with the proper authority to sign documents that are binding on the Financial Institution]

Advance Payment Security

Date: [*insert date (as day, month, and year) of Advance Payment Security]*

Procurement Reference No.: *[insert Procurement Reference number]*

To: *[insert complete name of Procuring Entity]*

In accordance with the payment provision included in the Contract, in relation to advance payments, *[insert complete name of Consultant]* (hereinafter called "the Consultant") shall deposit with the Procuring Entity a security consisting of *[indicate type of security]*, to guarantee its proper and faithful performance of the obligations imposed by said Clause of the Contract, in the amount of *[insert currency and amount of guarantee in words and figures]*.

We, the undersigned *[insert complete name of Guarantor]*, legally domiciled in *[insert full address of Guarantor]* (hereinafter "the Guarantor"), as instructed by the Consultant, agree unconditionally and irrevocably to guarantee as primary obligor and not as surety merely, the payment to the Procuring Entity on its first demand without whatsoever right of objection on our part and without its first claim to the Consultant, in the amount not exceeding *[insert currency and amount of guarantee in words and figures]*.

This security shall remain valid and in full effect from the date of the advance payment received by the Consultant under the Contract until *[insert day and month], [insert year]*.

This guarantee is subject to the Uniform Rules for Demand Guarantees, ICC Publication No. 758, except that subparagraph (ii) of Sub-article 20(a) is hereby excluded.

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

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

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

Duly authorised to sign the Security for and on behalf of: *[insert complete name of the Financial Institution]*

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

Disclaimer

This tender document and the information contained therein is provided "as is" and the Eswatini Public Procurement Regulatory Agency (ESPPRA) makes no express or implied representations or warranties with regard thereto. Portions of the information may be incorrect or not current. Any person or entity that relies on any information obtained from this tender document does so at own risk. The ESPPRA expressly disclaims all implied warranties, including, without limitation, warranties of merchantability, title, suitability to task, non-infringement, compatibility, security, and accuracy. The ESPPRA furthermore disclaims any warranty towards the accuracy, correctness, reliability, and timeliness of the publishing of content. Furthermore, no warranty, expressed or implied, is given this tender document is free of viruses, trojans, bombs, time-locks or any other data or code which have the ability to corrupt or affect the operation of any computer system it is used on. The ESPPRA cannot accept any responsibility for any loss, disruption, or damage to any of your data or computer system which may occur whilst using this tender document.