LAVUMISA TOWN BOARD

THE KINGDOM OF ESWATINI

REQUEST FOR PROPOSAL (RFP) DOCUMENT FOR PROCUREMENT OF CONSULTANCY SERVICES

Procurement Method:	**OPEN TENDER**
Subject of Procurement:	***PREPARATION OF A FIVE-YEAR INTEGRATED DEVELOPMENT PLAN (IDP) AND YEARLY IMPLEMENTATION PLAN FOR LAVUMISA TOWN BOARD***

Procurement Reference Number:	***TENDER NO. 3/2026-20267***
Date of Issue:	***26 October 2026***
Participation	***National***

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".

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 Consultant

20 October 2026

Invitation to Tender for Preparation of The Lavumisa Town Board's Five – Year Integrated Development Plan (IDP)/ Strategic Plan & Yearly Implementation Plan - Tender No. 3/2026-2027.

1. The Lavumisa Town Board has allocated funds to be used for the acquisition of Consultants for the **Formulation of a Five - Year Integrated Development Plan for the Lavumisa Town Board Urban Area.**

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. Tender Documents may be downloaded from ESPPRA website or obtained from: Lavumisa Town Board Office

5. You may obtain further information at the address given below at 7(a) from ***8:00 a.m. to 4:30 p.m. during working days.*** Tender documents in English may be purchased by interested consultant(s) from the address below at 8(a) upon payment of a non-refundable fee of ***E500.00***. The method of payment will be through **Cash or EFT,**

Account Name: Lavumisa Town Board Bank Name: Standard Bank (Big Bend Branch) Account Number: 9110000629459 Branch code: 660-564

Ref: Tender No. & Company name

5. Proposals must be delivered to the address below at 8(c) at or before ***12:00noon on*** **Monday 30 November 2026** 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 8(d) at Lavumisa Town Board on the **30 November 2026 at 12:00 noon**.

6. There ***shall not*** be a pre – proposal meeting
7. Address and contact details:

Standard Invitation to Consultants

(a)	Information about proposal can be accessed from:	**The Town Clerk** Lavumisa Town Board, P.O. Box 6 Lavumisa, Eswatini.
(b)	Documents will be issued from:	**26 October 2026**
(c)	Bids must be delivered at:	Lavumisa Town Board, at the Reception
(d)	Address of proposal opening:	Lavumisa Town Board P. O. Box 6 Lavumisa

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

Activity	**Date**
(a) Issue of invitation to tender letter	**26 October 2026**
(b) Pre-proposal meeting/ Site visit (where applicable)	N/A
(c) Proposal closing date	**30 November 2026**
(d) Evaluation process	**14th December 2026** (*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*) (*delete as appropriate*)
(e) Notification and publication of notice of intention to award	**29th December 2026** (*Within 10 working days from completion of evaluation process*)

(f) Contract Award	**12th January 2027** (*After expiry of at least 10 working days from issuance of the Notice of intention to award*)

By authorising officer.

Signature: _____

Name: Jabulani Thokozani Seyama Position: Town Clerk

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 its regular funds 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.

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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.

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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 shall be jointly and severally liable. 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.

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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 interest's 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.

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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

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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 If a Consultant considers that it does not have all the expertise for the assignment, it may obtain a full range of expertise by associating with individual consultant(s) or other Consultants or entities in a joint venture or by sub-contracting as appropriate, unless otherwise specified in the PDS.

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12.2 Consultants must obtain the approval of the Procuring Entity to enter into a joint venture with Consultants not invited for this assignment or other short-listed Consultants.

12.3 International Consultants for large contracts are encouraged to seek the participation of national Consultants by entering into a joint venture with, or subcontracting part of the assignment to national Consultants.

13. Professional Staff

13.1 For assignments on a staff-time basis, the estimated number of professional staffmonths 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

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(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 [Not Applicable]

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 .

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

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(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.

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E. Evaluation of Proposals

28. Confidentiality

28.1 Information relating to the examination, evaluation, comparison, and postqualification 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

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(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, subcontracting 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,

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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.

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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 SubClause 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.

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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.

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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

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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.

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Instructions to Consultants Reference	Data relevant to the ITC
A. General	
ITC 1.1	The Procuring Entity is: **Lavumisa Town Board**
ITC 1.3	**Subject:** The subject of the procurement is: **Preparation of a Five - Year Integrated Development and implementation Plan for Lavumisa Town Board.**
ITC 1.3	**Reference:** The Procurement Reference Number is: **Tender No. 3 of 2026/2027**
ITC 4.2	**Joint Ventures:** The individuals or firms in a joint venture, consortium or association **shall** be jointly and severally liable.
ITC 5.4	**Downstream work:** N/A
B. Request for Proposals Document	
ITC 7	**Clarification:** For clarification purposes only the Procuring Entity's address is: Attention: The Town Clerk Physical Address: Lavumisa Town Board P. O. Box 6 Lavumisa Email: info@lavumisa.com The Procuring Entity will respond to any request for clarification provided that such request is received no later than **19 November 2026**
Preparation of Proposals	

ITC 11.1	**Submission Method:** The proposal submission method shall be: **Physical.** Sealed bids must be submitted in **1 (one) outer envelope** consisting of both the Technical and Financial Proposal as following: a) Technical Proposal: (1 Original and 3 Copies) which must be clearly marked and differentiated as the Original and Copies written: "**Technical Proposal (Original/Copy) for The Lavumisa Town Board's Five – Year Integrated Development Plan (IDP)/ Strategic Plan & Yearly Implementation Plan - Tender No. 3 of 2026-2027"** b) Financial Proposal: (1 Original Copy) which must be **sealed** and clearly marked: "**Financial Proposal for The Lavumisa Town Board's Five – Year Integrated Development Plan (IDP)/ Strategic Plan & Yearly Implementation Plan - Tender No. 3 of 2026-2027**"

Section 2: Proposal Data Sheet

Instructions to Consultants Reference	Data relevant to the ITC
ITC 11.2	**Proposal Document Price:** SZL 500.00 **(Non-refundable)**
ITC 12.1	**Joint ventures:** Short-listed Consultants **shall** be permitted to associate with individual Consultants or other Consultants or entities in a joint venture.
ITC 12.2	Prior to granting approval to enter into a joint venture, the Procuring Entity **shall** conduct an assessment of Consultants not invited for this assignment.
ITC 13.1	**Estimated Man Months:** The estimated number of professional staff-months required for the assignment is: **Four (4)** man months.
ITC 14.1(m)	**Additional information in Technical Proposal:** None
ITC 15.1 (f)	**Additional information in Financial Proposal:** None
ITC 15.3	**Price Breakdown:** The Financial Proposal shall be broken down into the price for each Activity.
ITC 15.4	**Taxes:** The Financial Proposal shall indicate taxes etc as a separate amount.
ITC 16.1	**Prices:** The prices quoted by the Consultant shall be: Fixed
ITC 17.1 (a)	**Currency:** For Services originating in Eswatini the currency of the proposal shall be: SZ Lilangeni
ITC 17.1 (b)	**Currency:** For Services originating from outside of Eswatini the currency of the proposal shall be: SZ Lilangeni
ITC 20.1	**Validity:** Proposals must remain valid until 26 **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:** N/A
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: **Three (3)**
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:** For proposal submission purposes only, the Procuring Entity's address is: Physical Address: **Lavumisa Town Board** **P. O. Box 6** **Lavumisa** **Eswatini** **The deadline for proposal submission is:** **Date: 30 November 2026**

Instructions to Consultants Reference	Data relevant to the ITC
	Time (local time): 12 Noon
ITC 27.1	**Proposal Opening:** The proposal opening for the technical proposal shall take place at: Physical Address: **Lavumisa TownBoard** **P O. Box 6** **Lavumisa** **Eswatini** **Date: 30 November 2026** **Time (local time): 12:00PM**
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: SZL Lilangeni The source of exchange rate shall be: Central Bank of Eswatini. Other currencies do not apply as this is a National Tender.
ITC 36.1	**Margin of Preference:** A margin of preference **shall not** apply. If a margin of preference applies, the application methodology and the level of margin shall be as stated in Section 3, Evaluation Methodology and Criteria.
ITC 45.1	The procedures for making a Procurement-related Complaint are detailed in the ESPPRA website https://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**: *[Town Clerk]* **Procuring Entity**: *Lavumisa Town Board]* **Email address**: *[info@lavumisa.com)* 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:

Quality and Cost Based Selection (QCBS): *The procuring entity shall select the quality and cost-based selection method as the preferred method to be used in evaluating proposals. This implies that the proposal is judged on its quality and pricing (quality-price oriented)*

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

At tender opening the Council will consider the following:

I. Original valid Tax compliance certificate
II. Certified copy of Trading License
III. Certified copy of Certificate of Incorporation;
IV. Certified copy of current Form J and Form C
V. Lavumisa Town Board tender purchase receipt
VI. Certified copy of labour compliance certificate
VII. Certified copy of ENPF certificate
VIII. Copy of valid police clearance
IX. Copy of tender receipt or proof of EFT payment

The above stated documents must be submitted in a separate envelop for clear identification

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

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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	1) A Certified Copy of Certificate of Incorporation or Registration 2) A Certified Copy of Trading License for the current year 3) A Certified Copy of Form J and Form C 4) Certified copies of Identity Documents for the Directors of the Company **Or** 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	Certified Copy of Eswatini National Provident Fund Compliance Certificate for Swati Firms
(e)	The Consultant adheres to basic labour legislation	Certified Copy of Labour Compliance Certificate
(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	Police Clearance Certificates for all Company Directors, should be less than 3 months from the date of submission. 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 have been involved in a tenderer or supplier currently subject to suspension	A written declaration signed by the authorised representative of the consultant

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

3.4 For a Joint Venture, the documentation in Section 3.2 shall be required for each member of the Joint Venture and the following additional documentation shall be required:

(a) a certified copy of the Joint Venture Agreement or letter of intent to enter into such an agreement, which is legally binding on all partners, showing that:

(i) all partners shall be jointly and severally liable for the execution of the Contract in accordance with the Contract terms;

(ii) one of the partners will be nominated as being in charge, and receive instructions for and on behalf of any and all partners of the joint venture; and

(iii) the execution of the entire Contract, including payment, shall be done exclusively with the partner in charge.

(b) a Power of Attorney from each member of the JV nominating a Representative in the JV and a Power of Attorney from the JV nominating a representative who shall have the authority to conduct all business for and on behalf of any and all the parties of the JV during the bidding

process and, in the event the JV is awarded the Contract, during contract execution.

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:

Criteria	Maximum Points
a. Methodology and workplan • Understanding the Terms of reference (5) • Methodology (10) • Workplan (20) • Time frame (5)	***40***
b. Qualification and competence of the key staff for the assignment • Comprehensive CVs signed by owners (3) • Certified copies of Qualifications (2) • Project Manager must have Master's Degree in Social Science/ Project Management or equivalent (5) • Relevant experience (5) • Clearly stated role of staff (5)	***20***
c. Specific experience of the Consultant executing Projects of similar nature • 5 or more projects done (20) • 3-5 Project done (10) • 2-3 Projects done (5) • Less than 3 projects experience (0)	**20**
d Timelines for completing the assignment, clearly defining the output at each stage • Gantt chat (10) • Table describing tasks, output and responsible staff (10)	***20***

Total:	100 points

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

D Financial Comparison Criteria

6. Financial Proposals for QCBS, FBS, LCS

Following the ranking of the Technical Proposals, and after internal approvals, the Procuring Entity shall simultaneously notify in writing those Consultants whose Proposals were considered responsive to the RFP and TOR, and that have achieved the minimum qualifying technical score, advising them the following:

(i) their Proposal was responsive to the RFP and TOR and met the minimum qualifying technical score;

(ii) provide information relating to the Consultant's overall technical score, as well as scores obtained for each criterion and sub-criterion;

(iii) their Financial Proposal will be opened at the public opening of Financial Proposals; and

(iv) notify them of the date, time and location of the public opening and invite them for the opening of the Financial Proposals.

8. Combined Quality and Cost Evaluation

a. Quality and Cost Based Selection (QCBS) Method

8.1 In the case of Quality and Cost Based Selection (QCBS), the total score is calculated by weighting the technical and financial scores and adding them as per the formula and instructions below. The Consultant that achieves the highest combined technical and financial score will be notified and invited for negotiations.

The lowest evaluated Financial Proposal (Fm) is given the maximum financial score (Sf) of 100.

The formula for determining the financial scores (Sf) of all other Proposals is calculated as following:

Sf = 100 x Fm/ F, in which "Sf" is the financial score, "Fm" is the lowest price, and "F" the price of the proposal under consideration.

The weights given to the Technical (T) and Financial (P) Proposals are:
T = ___ *80,* and
P = ____20



Proposals are ranked according to their combined technical (St) and financial (Sf) scores using the weights (T = the weight given to the Technical Proposal; P = the weight given to the Financial Proposal; T + P = 1) as following:

S = St x T% + Sf x P%.

Section 4. Proposal Forms

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[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]*

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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;

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(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: _____

<table>
<tr><td colspan="2">Assignment name:</td><td>Country:</td></tr>
<tr><td colspan="2">Location within country:</td><td>Professional Staff provided by consultant (profiles):</td></tr>
<tr><td colspan="2">Name of client:</td><td>№ of staff:</td></tr>
<tr><td colspan="2">Address:</td><td>№ of Staff-Months; Duration of assignment:</td></tr>
<tr><td>Start date (Month/Year):</td><td>Completion date (Month/Year):</td><td>Approx. Value of services (in Currency SZL):</td></tr>
<tr><td colspan="2">Name of Associated Consultants, if any:</td><td>№ of Months of Professional Staff provided by Associated Consultants:</td></tr>
<tr><td colspan="3">Name of senior staff (Project Director/Coordinator, Team Leader) involved, and functions performed:</td></tr>
<tr><td colspan="3">Narrative description of Project:</td></tr>
<tr><td colspan="3">Description of actual services provided by your Staff:</td></tr>
</table>

[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]

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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 2000present]	[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.]

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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 (NOT APPLICABLE)

[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]*

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4.1.12 Tender Security (NOT APPLICABLE) 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) – (NOT APPLICABLE)

[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 pds, 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)

_____ _____

(Signature) *(Signature)*

(Printed name and title) *(Printed name and title)*

[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.

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		

[Consultant

4.2.3 Breakdown of Fees

s 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

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[Consultant

Grand Total					

4.2.4 Breakdown of Reimbursables

s 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

[Consultant

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.

[Consultant

4.2.5 Breakdown of Miscellaneous Expenses

s 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

[Consultant

Grand Total				

Section 5. Eligible Countries

[This Section is not Applicable]

PART 2 - Statement of Requirements

Section 6. Statement of Requirements

1. Terms of Reference

1.1 Background Information on the Lavumisa Town

The Lavumisa Municipality is an Urban Local Authority established in terms of the Urban Government Act No. 8 of 1969. The mandate of the Local Authority is basically to provide municipality services to the population of Lavumisa, both residential and commercial. It is also responsible for the coordination of all the stakeholders that offer utility services to the Lavumisa urban population and also manages the development within the Lavumisa Urban Space.

Lavumisa is under the Shiselweni administrative region and Somntongo Inkhundla. Lavumisa is one of Eswatini oldest but the smallest town, located in the South East tip of the country, in the Shiselweni District. It is a border town that links Eswatini and Kwazulu Natal, in South Africa. It is about 175 km from Mbabane, the capital of Eswatini, and 70 km from the sugar producing town Big Bend. The Lavumisa town covers an area of about 101.01 km

Lavumisa Town Board is tasked with the formulation of a comprehensive five-year Integrated Preparation Plan (IDP), a pivotal document that not only guides its preoperational trajectory but also aligns diverse sectoral plans and community aspirations into a unified roadmap for progress.

Lavumisa' s identity is its unwavering commitment to community engagement, where residents actively participate in shaping the Town Council's future through inclusive forums and civic initiatives. This collaborative approach underscores Lavumisa' s dedication to fostering sustainable development which harmonizes economic prosperity with environmental stewardship and social equity. In this context, the formulation of a comprehensive IDP emerges as a critical endeavour, poised to harness the Town Board's potential, address its challenges, and pave the way for a future that is inclusive, resilient, and prosperous for all its inhabitants.

VERIFIED ESPPRA DISCLOSURE

Part 2: Section 6 Statement of Requirements

Lavumisa Town Board has only One (1) ward, constituencies under the leadership of Five (5) Councillors, Four of which are democratically elected by the town residents, and One (1) appointed by the Honourable Minster of Housing and Urban development. The Ministry of Housing and Urban Development issued a circular in 2013, instructing all urban local government authorities to introduce Integrated Development Planning at local level. The 2021 – 2026 IDP is now at its final stage, and it has therefore become necessary to develop a new five-year plan that will be reflective of the growing development advancement of the Town Board .

The Lavumisa Town Board views the IDP as a comprehensive strategic business plan for the Town Board over the short and medium term. It is a tool for bridging the gap between the current reality and the vision of satisfying the needs of the whole community in an equitable and sustainable manner.

2. LAVUMISA TOWN BOARD VISION AND MISSION STATEMENT:

Vision Statement

The best border town in development, in the south"

Mission statement

"To consistently stimulate sustainable development for, and in partnership with, all of the Lavumisa town's identifiable stakeholders, in a clean, crime- free, and friendly environment, by providing Reliable and timely service"

Values

Lavumisa town is committed to upholding and being guided by the following shared values at all times in its internal and external interactions.

- **Trust and Teamwork** – we believe in cultivating and retaining trust in our relationship with our stakeholders, while espousing teamwork principles, thus we deliver reliable service consistently, while working as a team.

- **Respect** - We uphold respect for all our stakeholders; thus, we are not only people oriented, are also committed to excellent service delivery.

- **Accountability** – We are an accountable organization that takes ownership of its decisions and actions, in its endeavor to excel.

- **Communication and Transparency** – We strive to excel in communication, both internally and externally. It is in this light that we ensure transparency and feedback to and from all our stakeholders.

- **Timeliness** – We commit to timely service delivery and communication to, and with, all our stakeholders.

transparency; and T= Timeliness.

2.0 SCOPE OF WORK

2.1 Introduction:

The preparation of the town's 5-year IDP is a process centred on public participation which means it involves extensive consultation of all stakeholders that are key players in the management and development of Lavumisa

During the process of Formulating and IDP, The consultant will be expected to:

a) Attend community meetings on agreement with the Town Clerk/CEO but for those not attended receive the submissions made by the community, consider them and incorporate them to the IDP;

b) Evaluate an analyse submissions and project priorities as made by the different stakeholders at all community meetings

c) Analyse critically progress made, together with Management and submit 1st Draft of IDP to Management in a meeting(s). Incorporate Management comments and prepare a 2nd Draft 2027/2032 IDP to then be presented to Council;

d) Work with Management, particularly the Finance Department to link the Draft IDP to the Draft Budget before presentation to the Council at a retreat;

e) Present the Draft 2027/20232 IDP to the Council at a date to be announced.

f) Facilitate fully Council's strategic planning workshop to be held at a retreat at a suitable venue outside or within Swaziland ,and attended by Councillors and Management

g) The consultant will facilitate the workshop by:

i. Preparing the workshop programme;
ii. Provide a record of the proceedings of the workshop;
iii. .Prepare a full report of the workshop

2.2 The scope of work includes the formulation of the Following:

i. Review of Previous Integrated Development Plan

ii. Town Planning Scheme and Structure plan

iii. Economic Development Strategy

iv. ISO9001 System

v. Annual Operational plan

vi. Capital Improvement plan

vii. Infrastructure Maintenance Plan

viii. Community & Stakeholder Consultation and Engagement

ix. Background Study/ Situational Analysis of the Lavumisa Town Board

x. Formulation of a Vision, Mission and Value Statements

xi. **Development of Council's Development Strategies**

- Key Focus Areas
- Strategic Objectives

vi. Development of Strategic Plan Implementation Matrices and an Institutional Implementation and Performance Management Plan

- Proposed Strategic Actions
- KPIs
- Timelines
- Budget allocation
- Persons /department Responsible

vii. Development of a Strategic Plan Monitoring and Evaluation Plan

viii. Identification of Critical Success Factors for Strategic Implementation and Key Implementation Risks

2.3 Proposed Composition of the Lavumisa Integrated Development Plan

The Lavumisa Integrated Development Plan shall compose of the following core components of an IDP.

i. **CHAPTER 1** – **INTRODUCTION**, will be composed of the following:

a. An Introduction

b. The Legislative Framework/ Context

c. Policy Imperatives

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d. The Importance of Aligning the IDP to the Sustainable Development Goals

e. Strategic Focus for the 2027 – 2032

f. Review of the 2021- 2026 IDP

g. Conclusion

ii. CHAPTER 2 – SITUATIONAL ANALYSIS

This Chapter should include a Situational Analysis of the Lavumisa urban area which include an assessment of the existing level of development in the Local Authority, which must include an identification of communities which do not have access to basic municipal services. The Situational Analysis should be composed of the following:

a. An Introduction

b. Historic Background of Lavumisa

c. Location and Size of Town (*Map Required*)

d. Demographic Analysis (Population and Socio-Economic Indicators, Sex Ratio, Growth Rate, Population by Age Range, Population Structure,
Local Population vs Regional & National etc)

e. Households (Indicators, Ownership, Heads, Income, Goods, etc)

f. Economic Analysis (GDP, Labour, Economically Active Population, Employment, Unemployment, Formal and Informal Employment, Socio Economic development, Human Development Index, Household and Poverty, Education, Competitiveness and Ease of Doing Business, Property and Investment, Trade, The existence of the Lavumisa Town Boarder, the existence of the Lavumisa Industrial Area, etc)

g. Economic Development

h. Socio – Economic Overview

i. Social Development Challenges

j. Local Economic Assessment

k. Municipal Services and Living Conditions Survey

l. Municipal Governance (Public Participation and Stakeholder Engagement, Ward Committees, Communication and Customer Relations Management, Audit, Risk Management, Business Continuity Management, Performance Monitoring and Evaluation)

m. Municipal Financial Management (Revenue Management, Sources of Income, Collection Rate, Expenditure, Supply Chain Management/ Procurement, Audit Opinion for the Past three years, Capital Expenditure, Financial profile, Cash Flow Management, Investments, Borrowings, Budget Process, etc)

n. Health Analysis including Environmental Health

o. Municipal Infrastructure and Service Delivery (Roads, Drainages, Lighting, Solid Waste Management, Sanitation, Water, Electricity, Telecommunication, Community Facilities such as cemeteries, clinics, police station, halls, libraries, fire and ambulance stations, outdoor and indoor recreational facilities, etc)

p. Major Land Uses, Settlement Patterns and Urban Form

q. Environmental Issues and the Natural Environment

r. Tourism Potential

s. Public Transport (the movement network system)

t. Impact of the Mining Sector

u. Safety (Disaster Management and Fire and Emergency)

v. Crime

w. Consolidated Challenges per Sector

x. Consolidated SWOT Analysis (Municipal Transformation and Institutional Development, Basic Service Delivery and Infrastructure, Financial Viability and Management, Local Economic Development, Good Governance and Public Participation, Spatial and Environmental (including disaster Management), Social Development, etc)

y. Key Development Challenges

z. Conclusion

iii. CHAPTER 3 – STRATEGIC CONTEXT

This Chapter should include the Council's Development Strategies which must be aligned with any national plans and planning requirements as dictated by legislation governing the functionality of Local Authorities. It should include the Local Authority's Vision for the long-term development with special emphasis on the Municipality's most critical development and internal transformation needs. It should also include the **Council's development priorities and objectives** during the next five (5) years, including its local economic development aims and its internal transformation needs.

The Strategic Context should be composed of the following:

a. An Introduction

b. Highlight the Strategic Pillars that guide the development of the strategic plan (IDP)

c. Should align the Local Authority's strategic planning initiatives with national policies and relevant international planning principles, frameworks and directives (e.g National Development Plan, National Poverty Reduction Strategy, National Strategic roadmap, Manzini Regional Physical Development Plan, SDG's, The New Development Agenda, Paris Agreement on Climate Change, African Union 2063 Agenda, Addis Ababa Agreement, Sendai Framework for Disaster Risk Reduction 2015 - 2030 etc)

d. During this phase, the municipality works on finding solutions to the problems assessed in phase one.

This entails the following:

1. **Developing a Vision** – A vision is a statement of the ideal situation the municipality would like to achieve in the long term once it has addressed the problems outlined in phase one.

2. **Defining Development Objectives –** Development objectives are clear statements of what the municipality would like to achieve in the medium term to deal with the problems outlined in phase one.

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3. **Development Strategies** – Once the Municipality has worked out where it wants to go and what it needs to do to get there, it needs to work out how to get there. A development strategy is about finding the best way for the municipality to meet a development objective.

Upon scrutinizing the situational analysis, it is then expected that the major outcome of this chapter should be the formulation of the following Strategies:

i. The Council's Operational Strategies
ii. The Council's Strategic & Human Resource Development Plan;
iii. A Financial Viability Strategy, which must include a budget projection at least for the next three (3) years;
iv. The Council Service Delivery Model
v. A Spatial Framework, which must include the provision of basic guidelines for a land use management system for the urban area;
vi. A Local Economic Development Strategy;
vii. A Capital/Infrastructure Improvement Programme (CIP);
viii. Applicable Disaster Preparedness and Management Strategy
ix. The Council's Integrated Waste Management Plan

4. **Project Identification** – once the municipality has identified the best methods to achieving its development objectives it leads to the identification of specific projects.

a. **The strategies, projects, proposals and plans identified should follow the Outcome Based Planning Model which is underpinned by the following critical components**:

Step 1	Problem Analysis	ensuring that we understand the problem clearly in order to address the root causes
Step 2	Understanding the envisaged long-term impact	What we aim to change

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Step 2	Identify outcomes for the desired impacts	What we wish to achieve
Step 3	Identify outputs linked to outcomes	What we produce or deliver, final product or goods and services produced for delivery that will contribute to the achievement of the outcomes
Step 4	Identify activities linked to outputs	What we do, a collection of functions (actions, tasks, jobs) that consume inputs and deliver benefits and impacts
Step 5	Identify inputs required	What we use to do the work, identification of resources required to carry out a particular activity to the defined level
Note: clear indicators, baselines and targets should be outlined so as to allow progress to be checked at each stage of delivery.		

b. All these strategies should be accompanied by A Detailed 5 – year implementation matrix for the IDP. The Consultant is expected to develop and recommend a matrix which will be linked to subsequent annual monitoring of the IDP, with Key **Performance Indicators and Performance Targets with Time Frames** that align to development priorities, objectives, and projects as identified in the IDP.

c. Formulation of a Balance scorecards for all Departments

d. Development of a Strategic Plan Monitoring and Evaluation Plan

e. Identification of Critical Success Factors for Strategic Implementation and

Key Implementation Risks

2.4 The Integrated Development Plan Coverage Area

The Integrated Development Plan in preparation will be for the Lavumisa Urban Area boundary as indicated in the map.

2.5 Summary of Scope of Work

The Preparation of the Lavumisa Town Board's Integrated Development Plan (IDP)/Strategic Plan is a process developed through public consultation and engagements with the various stakeholders that are key to the growth and development of the Lavumisa Town. These stakeholders are drawn from various sectors such as the economic, social, environmental, infrastructural, legal and spatial aspects of the urban area's development. It must be noted that the exercise of formulating a five-year IDP must be undertaken in such a manner that will ensure enhanced and sustainable growth and development of the town and its residents, equity, and empowerment in the short, medium and long term. The IDP should also act as a guide for the efficient allocation of the town's scarce resources, and ensure that it somehow impacts effectively the development of all the different sectors and communities that collectively make up Lavumisa

The broad scope of work therefore entails the following:

a) The Consultant will be expected to review all necessary documentation which include but is not limited to the following:

i. The 2021 – 2026 Lavumisa Town Board IDP
ii. Annual Reports
iii. The Lavumisa Town Planning Scheme - 2026
iv. The Lavumisa Town Board Capital Improvement Plan
v. Previous Annual Budgets for the Lavumisa Town Board
vi. Existing Human Resources Policies

All these documents will be made available to the consultant.

b) For purposes of external and internal scan, the Consultant will be expected to undertake stakeholder consultations with the following community groups so as to incorporate their submissions into the IDP:

i. The Lavumisa Town Board Management
ii. The Lavumisa Town Board's Councillors
iii. The Lavumisa Business Community iv. The Residents of Lavumisa Township and Surrounding Areas
v. The Residents of all Lavumisa and surrounding places.

c) After the thorough consultations with the above categories of the community, the Consultant will be expected to develop a Draft IDP Document. This document will also be presented for final appreciation to the groups of people outlined in b) above.

d) The Consultant will then be expected to facilitate a full Strategic Planning Workshop for the Council and this will be held at a Retreat Session attended by Councillors and Management.

e) The Consultant will facilitate the workshop by:

i. Preparing the Workshop Program
ii. Making a Presentation to the Board and Management on the various sections of the IDP
iii. Providing a written record of the proceedings of the workshop
iv. Preparing a full written report of the workshop

f) The Consultant shall then incorporate all deliberations and resolutions reached at the retreat into the Final Draft of the IDP to be submitted to Management and the Board after the Retreat. The Final Draft must have the following sections/ sub components:

i. The Council's Operational Strategies
ii. The Board's Strategic & Human Resource Development Plan;
iii. A Financial Viability Strategy for the Board, which must include a budget projection at least for the next three (3) years;
iv. The Board's Service Delivery Model
v. A Spatial Framework, which must include the provision of basic guidelines for a land use management system for the urban area;
vi. A Local Economic Development Strategy;
vii. A Capital/Infrastructure Improvement Programme (CIP);
viii. Applicable Disaster Preparedness and Management Strategy
ix. The council's Integrated Waste Management Plan

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x. A Detailed 5 – year implementation matrix for the IDP – The Consultant is expected to develop and recommend a matrix which will be linked to subsequent annual monitoring of the IDP.

3.0 OUTPUT / FORM OF COMPLETED WORKS

As a result of this project, the client (Lavumisa Town Board) is expecting the following listed output as deliverables for this consultancy work:

i. An **Initial Meeting** between the Consultant and Client whereby the Consultant is expected to present the Project Inception Report

ii. **A preliminary** draft report after receiving all information from client post and during the initial meeting. The report shall include progress reports, minutes of meetings held, list of informants, interview questionnaires etc.

- The Consultant is also expected to lead stakeholder meetings that will be organized by both the client for consultation Purposes.

- An Introductory PowerPoint Presentation to be presented to the various stakeholders during stakeholder meetings and engagements

- **Three (3) neatly bound hard copies of the 1st Draft IDP**

- **A soft copy of the 1st Draft IDP**

- The Consultant is also expected to present this first draft in a **stakeholder meeting** that will be organized by both the client and the consultant.

iii. Full colour electronic word documents on the Microsoft Office 2010 format must be submitted in a USB Flash Disk. The preferred font is Trebuchet MS, and the font size is twelve (12)

iv. Three (3) neatly bound hard copies of the 2nd Draft IDP

v. **A soft copy of the 2nd Draft IDP**

vi. A PowerPoint Presentation of the 2nd Draft IDP to be presented during the Management & council Retreat.

vii. For the final document, the consultant will be required to submit **Four (4) full colour neatly bound original copies** of the Integrated Development Plan and its sub components, which is expected to be comprehensive reflecting a full set of drawings, maps, tables etc.

viii. **A Soft Copy of the Final Draft IDP**

ix. Finally, PowerPoint Presentation material with high quality visual products that can be used to inform stakeholders of the proposals and interventions brought about by the Integrated Development Plan must be submitted in a Microsoft Office electronic copy.

x. A full report with pictures and narrations which is a compilation of all stages undertaken in the compilation of the IDP.

4.0 PUBLIC PARTICIPATION

An Integrated Development Plan (IDP) is one important planning and development documents at local level, which encourages full participation of the public or affected community at various stages of the revision of the IDP. Below are some of the stakeholders that should be consulted when undertaking the envisaged works, but the list is not limiting:

- All relevant Government Ministries and Departments e.g. Ministry of Housing and Urban Development, Ministry of Commerce Industry and Trade, Ministry of Agriculture, Ministry of Health, Ministry of Education, Ministry of Tourism Industry and Trade, Ministry of Foreign Affairs, UEDF, REPS, Department of Geological Surveys & Mines, Ministry of Home Affairs, Surveyor General's Departments, Deeds Registry, Swaziland National Fire and Emergency Services, etc
- All relevant Non-Governmental Organizations (NGOs)
- Lavumisa Town Board
- Other Local Authorities

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- The Human Settlements Authority
- The Lavumisa Business Community
- The Lavumisa Property Owners
- The Lavumisa Residents
- The Lavumisa Community including industrial workers
- The Informal Sector
- Financial Institutions
- Service Providers namely: EEC, EWSC, EPTC
- SNTC
- ERS
- Lavumisa Residents and Rate payers' association (interim)
- Township Owners
- Land /Property owners
- Farmers .
- Police
- Schools
- Churches
- Sports organizations
- All other residents and other relevant stakeholders.

5.0 EXPERIENCE AND RELEVANT QUALIFICATIOS OF KEY PERSONNEL'

a) The Lead Consultant

• The Lead Consultant must possess at least a Master's Degree in Business Administration, and must be a Strategist with Project Management Skills.

• The Lead Consultant must be a Local Government Practitioner (With Experience and Understanding of Local Government), with a minimum of ten (10) years 'continuous experience in undertaking similar assignments, with strong references and contact details for clients

b) The Support Team

The support technical staff must have a Bachelor's Degree in a relevant field such as Civil Engineering, Urban Planning, Public Administration, Economics, Finance and Accounting, Environmental Sciences, Community Engagement, Disaster Risk Reduction, Local Economic Development, or any other related field. (10)

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6.0 PAYMENT SCHEDULE

The Client shall pay the Consultant the total costs of carrying out the project, under the following arrangements:

- 15% - on Submission and approval of Inception Report by Lavumisa Town Board

- 20% - upon Submission and approval of the First Draft LAVUMISA INTEGRATED DEVELOPMENT PLAN Document by the Lavumisa Town Board

- 30% - On Submission and approval of Final Draft LAVUMISA INTEGRATED DEVELOPMENT PLAN Document by the Lavumisa Town Board during Budget Retreat

- 35% - on submission and approval of the INTEGRATED DEVELOPMENT by the Board and the Ministry of Housing and Urban Development.

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PART 3 - Contract

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

1. Definitions

1.1 In this Contract (also applicable to this RFP document), the following terms shall be interpreted as indicated:

a) "Client" means the agency with which the selected Consultant signs the Contract for the Services

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

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

d) "Day" means calendar day

e) "Government" means the government of Eswatini

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

g) "LOI" means the Letter of Invitation being sent by the Client to the Consultants

h) "Personnel" means professionals and support staff provided by the Consultant or by any Sub-Consultant and assigned to perform the Services or any part thereof; "Foreign Personnel" means such professionals and support staff who at the time of being so provided had their domicile outside Eswatini; "Local Personnel" means such professionals and support staff who at the time of being so provided had their domicile inside Eswatini

i) "Proposal" means the Technical Proposal and the Financial Proposal

j) "RFP" means this Request For Proposals

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k) "Sub-Consultant" means any person or entity with whom the Consultant subcontracts any part of the Services

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

m) "The Contract" means the agreement entered into between the Board and the Tenderer, as recorded in the Contract Form signed by the parties, including all the attachments and appendices thereto and all documents incorporated by reference therein;

n) "The Contract Price" means the price payable to the Tenderer under the Contract for the full and proper performance of its contractual obligations;

o) "Services" means the preparations of the **Preparation of The Lavumisa Town Board's Five – Year Integrated Development Plan (IDP)/ Strategic Plan & Yearly Implementation Plan - Tender No. RFP/003/2026-2027**

p) "Parties" means the Board and the Tenderer shall mean either one of them, as the context may require.

q) "Confidential information" means proprietary information made available to a party pertaining to the other party or its business, which includes, but is not limited to all information that has a commercial value and is not available to the public;

2. WARRANTIES AND INDEMNITIES

2.1 The Tenderer hereby warrants to the Board that they have the experience and technical expertise to provide the service sought the Board.

2.2 The Tenderer hereby warrants to the Board that they are duly authorized and have obtained all necessary approvals to enter into this Agreement.

2.3 The Tenderer hereby warrants to the Board that any person(s) employed by her to execute the services in terms of this Agreement will be qualified and suitable to perform the services and shall perform the service properly, diligently, promptly, efficiently and in

compliance with the laws of the Kingdom of Eswatini and the Board's requirements and standards.

2.4 The Tenderer hereby indemnifies and holds the Board harmless against any claim of any nature relating to any aspect of this Agreement or any 19 other cause or whatsoever that the Tenderer or any of its employees, directors, holding company or subsidiaries, might institute against the Board.

2.5 Save as otherwise set out in this Agreement, the Tenderer hereby indemnifies and holds the Board harmless against any loss, damage costs and/or expenses which the Tenderer may suffer or incur and any claim which may be brought against the Tenderer by any third party in respect of any loss, liability, damage, costs and/or expenses of any wilful or negligent act or omissions on the part of the Tenderer or any of its employees.

3. DISPUTE RESOLUTION

3.1 In the event of a dispute arising between the parties in respect of any cause whatsoever, it may first be dealt with by way of arbitration. In this regard;

3.1.1 The arbitration will be conducted in accordance with the rules and regulations of a thirty party Arbitrator in Eswatini.

3.1.2 An arbitrator will be appointed to preside over the dispute, provided that more than one arbitrator may be appointed where the parties agree thereto.

3.2 Both parties agree that the findings of the Arbitrator shall be binding.

4. CONFIDENTIALITY

4.1 The parties undertake, both during the existence of and after termination of this Agreement;

4.1.1 Not disclose in any manner whatsoever any confidential information obtained by virtue of the services performed in terms of this Agreement.

4.1.2 Not disclose or grant access to the other party's confidential information or any part thereof to any other person unless it is necessary in order to perform its obligations in terms of this agreement or laws of the Kingdom of Swaziland.

4.1.3 The obligations set out in clause 8.1 shall not apply to any:

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I. Confidential information which the receiving party can demonstrate is already in the public domain or becomes available to the public through no breach by the receiving party;

II. Confidential information which was rightfully in the receiving party's possession without obligation of confidence prior to receipt from the disclosing party, as proven by its written records;

III. Confidential information which can be proven to have been rightfully received by the receiving party from a third party without obligation of confidence;

IV. Confidential information which is independently developed by the receiving party as proven by its written records;

V. Confidential information which is approved for release with the prior written consent of the disclosing party; and

VI. Disclosure of confidential information which is required by law to be disclosed or must be disclosed in order to comply with a judicial order or decree, provided that the receiving party has (where reasonably possible) given the disclosing party written notice of such request such that the disclosing party has an opportunity to defend, limit or protect such disclosure.

VII. The rights and obligations in terms of this clause 8 are divisible from the rest of this agreement, and shall remain of full force and effect, notwithstanding termination of this agreement for any reason whatsoever, and shall continue to be effective indefinitely without limit in time.

5. LIMITATION OF CESSION

5.1 The rights and obligations of the parties in terms of this Agreement shall not be capable of being ceded, assigned or delegated to any 21 other person outside MCM or the Tenderer, save with written consent of the other party as provided for in terms of the Agreement.

5.2 Each party warrants that it is not acting as an agent for an undisclosed principal.

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6. TERMINATION

This Agreement shall remain valid and in force for the duration of the project, unless it has been terminated in terms of the provisions of this Agreement.

7. INDULGENCE

No extension of time, latitude or other indulgence that may be given or allowed by one party to the other shall constitute a waiver or alteration of the Agreement or affect such party's rights or prevent such party from strictly enforcing due compliance with each and every provision of the Agreement.

8. GENERAL

8.1 Communications

All notices, demands and other written communications under this agreement shall be in English.

8.2 Remedies

No remedy conferred by this agreement is intended to be exclusive of any other remedy which is otherwise available at law, by statute or otherwise. Each remedy shall be cumulative and in addition to every other remedy given hereunder or now or hereafter existing at law, by statute or otherwise. The election of any 1 (one) or more remedy by either of the parties shall not constitute a waiver by such party of the right to pursue any other remedy.

8.3 Entire Agreement

This agreement constitutes the entire agreement between the parties and, save as otherwise expressly provided, no modification, amendment or waiver of any of the provisions of this agreement shall be effective, unless made in writing specifically referring to this agreement and duly signed by or on behalf of the parties.

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8.4 Assignment

This agreement shall be binding to the parties and to their respective successors and assigns; provided that neither party shall be entitled to cede its rights and delegate its obligations under this agreement without the prior written consent of the other party.

8.5 Further Assurance

Each party shall co-operate with the other party and execute and deliver to the other party such other instruments and documents and take such other actions as may be reasonably requested from time to time in order to carry out, evidence and confirm its rights and the intended purpose of this agreement.

8.6 Good Faith

Each of the parties undertakes with the other to do all things reasonably within its power, which are necessary or desirable to give effect to the spirit and intent of this agreement.

8.7 Jurisdiction

This agreement shall be governed by and construed in accordance with the laws of the Kingdom of Eswatini.

8.7.1 In the event of proceedings arising out of or in connection with this agreement being instituted in the ordinary courts of law, such proceedings shall be instituted in the High Court and the parties' consent to the jurisdiction of the High Court for the District of Shiselweni

9. TECHNICAL AND FEE PROPOSALS

Tenderers should address their technical and fees proposal to the Town Clerk by not later than 12:00Hours on **30 November 2026**. Four copies of the technical proposal should be submitted (which includes the original copy). Any documents received after this date will be returned unopened to the tenderer. In order that the technical quality of individual proposals can be evaluated tenderers should have enclosed their fee quotations in a different envelope to that containing their written financial submission.

SECTION 8. SPECIAL CONDITIONS OF CONTRACT

GCC clause reference	Special Conditions of Contract
	The Procurement Reference Number is: **Tender No. 3 of 2026/27**
GCC 1.2 (e)	The Eligible Countries are those listed in Section 5 of the Request for Proposals Document.
GCC 1.2(k)	**Member in Charge:** The Member in Charge is: .....
GCC 4.1(f)	**Contract Documents**: Other documents forming part of the contract are: .....
GCC 4.4	**Authorised Representatives:** The Authorised Representatives are: for the Procuring Entity: ***Mr. Thokozani Jabulani Seyama*** 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: Lavumisa Town Board Town/City: Lavumisa P. O. Box No: 6 Country: Eswatini Telephone: 23046014 Email: info@lavumisa.com 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 **26 January 2027**
GCC 17.2	**Dispute settlement:** Dispute settlement shall be in accordance with the Alternative Dispute Resolution Process under the Laws of Eswatini.

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.

Part 3: Section 8 Special Conditions of Contract

GCC clause reference	Special Conditions of Contract
GCC 18.1	**Completion of the Services:** The Period within which the Services shall have been completed following commencement of the Services is: **30 May 2027.**
GCC 19.5(c)	**Further Assistance:** The Procuring Entity shall provide the following further assistance: .....
GCC 20.1	**Counterpart Staff:** Counterpart Staff shall not be provided
GCC 21.2	**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
GCC 22.1	**The Contract is** a..... **(** *Lump Sum, Time based contract, etc*).
GCC 24.1	**Documentation for Payment:** The following documentation shall be required to support invoices requesting payments: .....
GCC 25.1	**Payment Schedule:** The payment schedule shall be: refer to Statement of requirements.
GCC 26.1	**Advance Payment Guarantee:** An Advance Payment Guarantee **shall not be** required. The period of validity of the Advance Payment Guarantee shall be: **N/A**
GCC 27.1	**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 **60** days in the case of the final payment.
GCC 31.5	**Additional provisions:** The additional provisions for Personnel time are: .....
GCC 32.1	**Price variation:** The Contract Price including the remuneration rates is not subject to price variation for fluctuations in market, commodity or other variable rates.

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Part 3: Section 8 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: .....

GCC clause reference	Special Conditions of Contract
GCC 36.1	**Joint Venture requirements:** The individuals or firms in a joint venture, consortium or association shall be jointly and severally liable.
GCC 38.3(b)	**Additional activities prohibited:** The following activities are prohibited:
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:
GCC 47.2	**Personnel entitlements:** The Key Personnel shall be entitled to payment for: .....

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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).

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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]*

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

In the presence of:

Name: _____ Position: _____

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.

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   (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:

Disclaimer
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