



REQUEST FOR PROPOSALS FOR

THE DEVELOPMENT OF A FINANCIAL VIABILITY AND SUSTAINABILITY STRATEGY TENDER NO. RFP 001 OF 2025/2026

15 APRIL 2025

NGWENYA TOWN BOARD
P.O.BOX 097
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Section 1. Letter of invitation

Dear Sir/Madam

Ngwenya Town Board is inviting sealed proposals from local service providers for the Development of the **Financial Viability and Sustainability Strategy**. The Request for Proposals document is obtainable from **Tuesday, 15th April 2025** during office working hours (**08:00hrs and 16:30 hrs.**), at the physical address; **Ngwenya Town Board Civic Centre**, upon payment of a non-refundable fee of **E350.00**. Copies of the RFP documents can also be downloaded from the ESPPRA website at www.esppra.co.sz as from the **15th April 2025**.

The Board seeks to engage a reputable and experienced Consultancy from the Kingdom of Eswatini to develop a five (5) year Financial Viability and Sustainability Strategy. The purpose of this Request for Proposals (RFP) is to employ the services of a local consultancy firm to develop a strategy that will ensure that Board is financially sound and is able to deliver services more effectively and efficiently. Detailed information regarding this assignment is covered in the terms of reference (TORs) under scope of work.

A firm will be selected under **Quality & Cost-based Selection (QCBS)** and procedures described in this RFP.

The proposal shall consist of separate sealed envelopes of both technical and financial proposals. The technical proposal shall consist one (1) original copy and three (3) copies and the financial proposal shall consist of only one (1) original copy. The original and copies must be clearly marked and differentiated accordingly, **Copy or Original Technical Proposal and Financial Proposal**) - **TENDER NO. RFP 001 OF 2025/2026**. The two proposals must be enclosed in a sealed outer envelope, which shall be marked: **“Request for Proposals: The Development of a Financial Viability and Sustainability Strategy, TENDER NO. RFP 001 OF 2025/2026 - Do Not Open before 12:00 Noon (Eswatini time) 21st May 2025** and addressed to the **Chief Executive Officer/Town Clerk, Ngwenya Town Board**. Failure to mark the envelope clearly and accurately may result in rejection of the application.

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The following compulsory documents shall form part of the proposals;

- a) Company profile, which shall clearly show experience of the company and personnel.
- b) Valid certified copies of professional qualifications for key personnel.
- c) Valid original copy of tax compliance certificate.
- d) Valid certified copy of trading license.
- e) Certified copy of certificate of incorporation or company registration.
- f) Valid certified copy of ENPF compliance certificate or exemption letter.
- g) Certified copy of Form -J and Form C (or any equivalent directorship legal documentation for international consultancies).
- h) Valid Labour Compliance Certificate
- i) Current Police Clearance for Professionals and Directors
- j) Three (3) reference letters for similar assignments done within 5 years
- k) Proof of tender purchase (Receipt).

The proposal must be deposited in the tender box situated at the **Ngwenya Town Board** at the latest by **12:00 Noon (Eswatini time) on the 21st May 2025**. Late tenders, as well as tenders received by telegram, facsimile, email or similar medium will not be considered.

Requests for clarifications, which must be in writing, should be addressed via email fin.ngwenyatown@realnet.co.sz. The contact persons on behalf of the Local Authority will promptly respond in writing via email to any requests for clarification. Written copies of Board's response (including an explanation of the query but without identifying the source of enquiry) will be sent to all prospective bidders.

Please note that (i) the costs of preparing proposals are not reimbursable as direct costs of the assignment (ii) the Board is not bound to accept any of the proposals.

Yours faithfully,

PHUMZILE TSHABALALA
TOWN CLERK

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SECTION 2. TERMS OF REFERENCE

2.1 PREAMBLE

The Board seeks to engage a reputable, qualified and experienced, consultancy firm or specialist to facilitate the development of a 5-year Financial Viability and Sustainability Strategy. The Ngwenya town is inundated with several issues including aging infrastructure, rapid growth, limited funding tools, inflationary pressures and declining tax and non-tax revenue.

The purpose of the strategy is to ensure that Ngwenya Town Board is financially sound and can deliver sustainable services in the medium to long-term. The strategy will provide guiding parameters for the town to discharge municipal services within the tenants of affordability amid the context of an uncertain future. It will also identify strategies available to fund the Town's needs over the next five years and ensure that decisions made to fund projects and initiatives are in the context of the broader financial spectrum and the external environment within which the municipality exists.

2.2 PROBLEM STATEMENT

The Ngwenya Town Board relies heavily on property rates for its operation and administrative functions. This is because rates income constitutes to almost 80% of total operational revenue. Out of this, a significant portion of that income is from Government rates, which constitutes to almost 64%, while private property rates lie on 36%. There has been an outcry from the Board for the past five years, where the government could not pay its rates in full, thus accumulating rates receivables/debtors, which now stands around E 25 million.

The Board has tried several times to remind rate payers to honor their debts and pay their rates. This even included legal proceedings instituted against the rate payers, some of them have paid, while others are still owing, thus the increasing number of rates debtors.

It is in this regard that the Board requires an independent consultant to develop an implementable financial viability and sustainability strategy which will ensure reduction in the rates debtors, effective and efficient collection of annual rates levied as well as identification of other revenue sources for sustainable financing of the Board's operations and capital projects.

2.3 SCOPE OF WORK

The financial viability and sustainability strategy is expected to bear fruits that will ensure the Board mandate is delivered in a sustainable way. To ensure tangible results are obtained, the following are key strategies that are deliverables to this project;

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- 2.3.1 The revenue enhancement and diversification strategies,
- 2.3.2 Capital and Operational financing strategies,
- 2.3.3 Rates Collection Strategies, (Credit Control & Debt Collection Policy)
- 2.3.4 Financial Viability Improvement Plan
- 2.3.5 Outlined Long term financing Model for the strategy
- 2.3.6 Proposed organizational/departmental structure for effective implementation of the strategy.
- 2.3.7 Asset management strategies
- 2.3.8 Cost containment and minimization strategies.
- 2.3.9 Risk Management Matrix with mitigation strategies for both revenue and expenditure.
- 2.3.10
 - To conduct study or feasibility of the Board to have a Debt Collection System and recommend the best fit for the Board.
- 2.3.11
 - Assist in the formulation of a concise database for Ngwenya ratepayers (hard and soft copies).
- 2.3.12
 - Review current revenue collection systems, processes and structures and make recommendations.
- 2.3.13 Development of a monitoring and evaluation tool for the strategy.

The work to be undertaken by the Consultant should include, but not necessarily be limited to the following:

- To review the Local Authority's relevant documents and consult with staff, the Board and the Community at large to better understand the contexts, needs, priorities for the next five years.
- To review and analyze the donor and development partner policies, strategies and cooperation frameworks for Local Authorities in Eswatini e.g. United Nations, Green Climate Fund, African Development Bank, World Bank, European Union, Republic of Taiwan, Ministry of Economic Planning and Development (ACMS) etc.

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- To assess the financial performance and financial position of Ngwenya Town Board and this should include the statement of financial performance, statement of financial position, cash flow statement and approved budgets. Past five-year trends.
- To conduct a SWOT analysis and identify medium to long term opportunities that can contribute to financial sustainability of Ngwenya Town Board.
- To develop a revenue enhancement and diversification strategies, capital and operational financing strategies, Rates Collection Strategies, asset management strategies and a cost containment and minimization strategies for a five-year period.
- To identify alternatives sources of revenue and develop proposals that will increase own source generated revenue and reduce government dependency and property tax dependency
- To develop key performance indicators and ratios for assessing the financial performance and financial position that will ensure financial sustainability.
- To develop a financial viability assessment instrument for capital projects financing.
- To identify programs and projects that can be implemented by the Board through utilizing the land donated by the Government to mobilize financial resources and strengthen its financial viability.
- Identify forces impacting the town's financial performance and position and develop key financial assumptions that will form the basis for financial projections supporting the long-term financial viability and sustainability plan/strategy.
- Assess the Town's organizational service delivery model to determine the operational costs of providing each service in all the departments and develop an effective and efficient model of providing same at a sustainable cost without compromising quality.
- Review of current systems and processes of collecting debts
- To develop a plan for all key financial strategies and a monitoring and evaluation tool/framework for achievement of targets set for the strategy.
- Identify key risks that could impede the implementation of the strategy and propose risk mitigation strategies
- Develop key performance indicators and ratios for assessing fiscal sustainability over the life of the strategy.

2.4 KEY PROJECT OUTCOMES/DELIVERABLES

1. Inception Report for presentation to management and the Board and shall include the detailed proposed methodology and a work implementation plan, within 2 weeks of contract signing. This should include information on the assessment of past five-year financial performance, financial position, cash flow statement and

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budgets and proposed way forward.

2. Consultative meetings with Management, the Board and the Ngwenya stakeholders.
3. Submission and presentation of first draft soft copy of the Financial Viability and Sustainability strategy to Management, the Board and Ngwenya stakeholders.
4. Submission of Pre-final Draft soft copy of the Financial Viability and Sustainability Strategy to Management and the Board.
5. Presentation of Final five -year financial viability and sustainable strategy for year 2025 -2030 to Management, the Board and Ngwenya stakeholders (this must incorporate all the above listed strategies).
6. List of identified new sources of income and a rollout plan that will achieve the objective of reducing government and property tax dependency.
7. Key performance indicators and ratios for assessing financial performance and position that will ensure financial sustainability.
8. Financial Viability tool for capital projects and other programs financing.

The Strategy is also expected to address the following strategic objectives of the Ngwenya Town Board:

1. Increase in current private property rates collection to 99% per year.
2. Reduction in rates debtors/receivables by 20% annually, beginning 2025/26 financial year.
3. Efficiency in rates collection systems and processes.
 - i. Billing
 - ii. Compliance with the provisions of the Rating Act, 1995
 - iii. Civic education processes – use of IT, social media, AI etc.
4. Revenue diversification and an increase in own source revenue collection
5. Identification of other sources of income.
6. Review of service charges by-laws
7. Provision of expert advice on the following investment proposals by the Ngwenya Town Board:
 - i. Cemetery PPP
 - ii. Development of Township next to cemetery
 - iii. Development of Ngwenya Bus Rank
 - iv. Development of SEDCO-like mini factory shells at Ngwenya Village
 - v. Development of rental flats at Ngwenya Village
 - vi. Development of a Roadside handicraft and indigenous food market along the MR3
 - vii. Development of a one stop tourism center along the MR3

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- viii. Rehabilitation of Ngwenya Village cluster houses

2.5 CONSULTANT QUALIFICATIONS AND TEAM COMPOSITION

The Consulting firm undertaking this assignment shall have:

1. Seven (7) years general experience in the development of financial viability and sustainability strategy in the public sector. Specific experience in developing revenue enhancement strategies for local authorities in the SADC region is also desirable
2. Documentary evidence of completing one (1) similar assignment within the last five (5) years
3. Lead consultant to have a minimum of a Masters or equivalent degree in Business Administration, Finance and/or Management.
4. The Consultancy firm shall provide experts in the following fields:
 - i. Financial analysis and investment management and promotion – CFA affiliation shall be an added advantage.
 - ii. Business/Financial Economics
 - iii. Experience in Local Government Operations
 - iv. Experience in Public Finance Management for Local Government
 - v. Experience in Property Investment and Development
 - vi. Experience in Public Private Partnerships.
 - vii. Experience in IT, AI, Database development and the use of Social Media for stakeholder engagements.

2.6 TIME SPAN

This assignment is expected to be carried out over a period of 3 months.

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Section 3.0 – Instructions to Consultants

INSTRUCTIONS TO CONSULTANTS

DEFINITIONS

- (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) “Contract” means the Contract signed by the Parties and all the attached documents that is the General Conditions (GCC), the Special Conditions (SCC), and the Appendices
- (d) “Data Sheet” means such part of the Instructions to Consultants used to reflect specific assignment conditions
- (e) “Day” means calendar day
- (f) “Government” means the government of Eswatini
- (g) “Instructions to Consultants” means the document which provides Consultants with all information needed to prepare their Proposals
- (h) “LOI” (Section 1 of the RFP) means the Letter of Invitation being sent by the Client to the Consultants
- (i) “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
- (j) “Proposal” means the Technical Proposal and the Financial Proposal
- (k) “RFP” means this Request for Proposals
- (l) “Services” means the work to be performed by the Consultant pursuant to the Contract
- (m) “Sub-Consultant” means any person or entity with whom the Consultant subcontracts any part of the Services

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

1. Introduction

- 1.1 The Client named in the Data Sheet will select a consulting firm/organization (the Consultant) in accordance with the method of selection specified in the Data Sheet.
- 1.2 Consultants are invited to submit a Technical Proposal and a Financial Proposal for consulting services required for the assignment named in the Data Sheet. The Proposal will be the basis for contract negotiations and ultimately for a signed Contract with the selected Consultant.
- 1.3 Consultants should familiarize themselves with local conditions and take them into account in preparing their Proposals. To obtain first-hand information on the assignment and local conditions, Consultants are encouraged to visit the Client before submitting a proposal and to attend a pre-proposal conference if one is specified in the Data Sheet. Attending the pre-proposal conference is optional.
- Consultants should contact the Client’s representative named in the Data Sheet to arrange for their visit or to obtain additional information on the pre-proposal conference. Consultants should ensure that these officials are advised of the visit in adequate time to allow them to make appropriate arrangements.
- 1.4 The Client will timely provide at no cost to the Consultants the inputs and facilities specified in the Data Sheet, assist the firm in obtaining licenses and permits needed to carry out the services, and make available relevant project data and reports.
- 1.5 Consultants shall bear all costs associated with the preparation and submission of their proposals and contract negotiation. The Client is not bound to accept any proposal, and reserves the right to annul the selection process at any time prior to Contract award, without thereby incurring any liability to the Consultants.

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2. Conflict of Interest

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

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

(i) A firm that has been engaged by the Client to provide goods, works or services other than consulting services for a project, and any of its affiliates, shall be disqualified from providing consulting services related to those goods, works or services. Conversely, a firm hired to provide consulting services for the preparation or implementation of a project, and any of its affiliates, shall be disqualified from subsequently providing goods or works or services other than consulting services resulting from or directly related to the firm's consulting services for such preparation or implementation.

For the purpose of this paragraph, services other than consulting services are defined as those leading to a measurable physical output, for example surveys, exploratory drilling, aerial photography, and satellite imagery.

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

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

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

3. Association

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

4. Commissions

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

5. One Proposal

- 5.1 Shortlisted Consultants may only submit one proposal. If a Consultant submits or participates in more than one proposal, such proposals shall be disqualified. However, this does not limit the participation of the same Sub-Consultant, including individual experts, to more than one proposal.

6. Validity

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

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

7. Clarification and Amendment of RFP Documents

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7.1 Consultants may request a clarification of any of the RFP documents up to the number of days indicated in the Data Sheet before the proposal submission date. Any request for clarification must be sent in writing, or by standard electronic means to the Client's address indicated in the Data Sheet. The Client will respond in writing, or by standard electronic means and will send written copies of the response (including an explanation of the query but without identifying the source of inquiry) to all Consultants. Should the Client deem it necessary to amend the RFP as a result of a clarification, it shall do so following the procedure detailed below.

7.2 At any time before the submission of Proposals, the Client may amend the RFP by issuing an addendum in writing or by standard electronic means. The addendum shall be sent to all Consultants and will be binding on them. Consultants shall acknowledge receipt of all amendments. To give Consultants reasonable time in which to take an amendment into account in

their Proposals the Client may, if the amendment is substantial, extend the deadline for the submission of Proposals.

8. Preparation of Proposals

8.1 The Proposal, as well as all related correspondence exchanged by the Consultants and the Client, shall be written in the English language.

8.2 In preparing their Proposal, Consultants are expected to examine in detail the documents comprising the RFP. Material deficiencies in providing the information requested may result in rejection of a Proposal.

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- 8.3 While preparing the Technical Proposal, Consultants must give particular attention to the following:
- (i) Legally binding Joint Ventures are welcome, only with approval of the Client as indicated in the Data Sheet. Local participation is also encouraged.
 - (ii) For assignments on a staff-time basis, the estimated number of professional staff-months is given in the Data Sheet. The proposal shall, however, be based on the number of professional staff-months estimated by the firm. For fixed-budget-based assignments, the available budget is given in the Data Sheet, and the Financial Proposal shall not exceed this budget.
 - (iii) It is desirable that the majority of the key professional staff proposed be permanent employees of the firm or have an extended and stable working relationship with it.
 - (iv) Proposed professional staff must, at a minimum, have the experience indicated in the Data Sheet, preferably working under conditions similar to those prevailing in the country of the assignment.
 - (v) Alternative professional staff shall not be proposed, and only one curriculum vitae (CV) may be submitted for each position.
 - (vi) Reports to be issued by the tenderer as part of this assignment must be in English Language. It is desirable that the firm's personnel have a working knowledge of the Client's national language.
- 8.4 In preparing their Proposals, Consultants are expected to examine in detail the documents comprising the RFP. Material deficiencies in providing the information requested may result in rejection of a Proposal.
- 8.5 While preparing the Technical Proposal, Consultants must also give particular attention to the following:
- (a) The estimated number of Professional staff-months for executing the assignment shall be shown in the Data Sheet, the Proposal shall be based on the number of Professional staff-months estimated by the Consultants.
 - (b) Alternative professional staff shall not be proposed, and only one Curriculum Vitae (CV) may be submitted for each position.

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9. Preparation of the Technical Proposal

- 9.1 As required in Form TECH-2, Part C, the following documents must be attached to the Technical Proposal as Appendices:
- 9.1.1. Certified copy of a relevant Trading Licence, or equivalent for foreign consultants;
 - 9.1.2. Original copy of a relevant Tax Clearance Certificate, or equivalent for foreign consultants;
 - 9.1.3. Certified copy of current Certificate of Company Registration, or equivalent for foreign consultants;
 - 9.1.4. Certified copy of an official statement of the Directors, alternative directors, managers and auditors of the company (Form 'J' or equivalent);
 - 9.1.5. Certified copy of an official statement of the annual summary of shares capital and shares (Form 'C' or equivalent); and
 - 9.1.6. Certified copy of the Labour Compliance Certificate.
 - 9.1.7. Three reference letters
- 9.2 Consultants are required to submit a Full Technical Proposal. The Technical Proposal shall provide the information indicated in the following paragraphs from (a) to (g) using the attached Standard Forms:

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(a) For the Technical Proposal, evidence of the Consultant's financial standing must be provided in the form of certified copies of financial statements and banking details, as stated in Form TECH-2, Part A, followed by a brief description of the Consultants' organization and an outline of the Consultant's recent experience of a similar nature as required in Form TECH-2, Part B and C. For each assignment, the outline should indicate the names of Sub-Consultants/ Professional staff who participated, duration of the assignment, contract amount, and Consultant's involvement. Information should be provided only for those assignments for which the Consultant was legally contracted by the Client as a corporation or as one of the major firms within a joint venture. Assignments completed by individual Professional staff working privately or through other consulting firms cannot be claimed as the experience of the Consultant, or that of the Consultant's associates, but can be claimed by the Professional staff themselves in their CVs. Consultants should be

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prepared to substantiate the claimed experience if so requested by the Client.

(b) Form TECH-2 (C) request that the consultant include certified copies and/or originals of: trading license, tax clearance certificate, form 'J' and form 'C', or for foreign consultant's similar documents.

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

(d) A description of the approach, methodology and work plan for performing the assignment covering the following subjects: technical approach and methodology, work plan, and organization and staffing schedule. Guidance on the content of this section of the Technical Proposals is provided under Form TECH-4. The work plan should be consistent with the Work Schedule (Form TECH-8) which will show in the form of a bar chart the timing proposed for each activity.

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

(f) Estimates of the staff input (staff-months of foreign and local professionals) needed to carry out the assignment (Form TECH-7). The staff-months input should be indicated separately for home office and field activities, and for foreign and local Professional staff.

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

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

(i) Declaration of Eligibility (Form TECH-9) all Consultants must meet the following criteria, to be eligible to participate in public procurement

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

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10. Preparation of the Financial Proposal

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

11. Packing And Submission of Proposal

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

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

11.4 The original and all copies of the Technical Proposal shall be placed in a sealed envelope clearly marked “Technical Proposal” Similarly, the

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

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

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

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

12. Latest Date for Submission

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

13. Withdrawal, modification or substitution of RFP Document

13.1 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 authorized representative, which shall include a copy of the authorization in accordance with ITC Sub-Clause 11.2. Any corresponding replacement of the proposal must accompany the respective written notice. All

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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 12.

13.2 Proposals requested to be withdrawn in accordance with ITC Sub-Clause 13.1 shall be returned unopened to the Consultant.

13.3 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.

13.4 Proposals may only be modified by withdrawal of the original proposal and submission of a replacement proposal in accordance with ITC Sub-Clause 13.1.

Modifications submitted in any other way shall not be taken into account in the evaluation of proposals.

14. Nonconformities, Errors and Omissions

14.1 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.

14.2 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.

14.3 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.

14.4 Provided that the proposal is substantially compliant and responsive, the

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Procuring

Entity shall correct arithmetic errors on the following basis:

- (a) if there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected, unless in the opinion of the

Procuring Entity there is an obvious misplacement of the decimal point in the unit price, in which case the total price as quoted shall govern and the unit price shall be corrected;

- (b) if there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail, and the total shall be corrected; and
- (c) if there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject to (a) and (b) above.

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

15. Opening of Technical Proposals

- 15.1 The Client shall open the Technical Proposal immediately after the deadline for their submission. The envelopes with the Financial Proposal shall remain sealed and securely stored.
- 15.2 From the time the Proposals are opened to the time the Contract is awarded; the Consultants should not contact the Client on any matter related to its Technical and/or Financial Proposal. Any effort by consultants to influence the Client in the examination, evaluation, ranking of Proposals, and recommendation for award of Contract may result in the rejection of the Consultants' Proposal.

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

16. Evaluation of the Technical Proposals

16.1 Preliminary Examination of Proposals – Eligibility and Administrative Compliance

16.1 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 9.

16.2 If after the examination of eligibility, the Procuring Entity determines that the

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Consultant is not eligible; it shall reject the proposal.

14.3 The Procuring Entity shall examine the technical proposals to confirm that all documents and technical documentation requested in ITC Clause 9 has been provided, and to determine the completeness of each document submitted.

16.4 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.

16.5 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.

16.5 The evaluation committee shall evaluate the Technical Proposals on the basis of their responsiveness to the Terms of Reference, applying the

evaluation criteria, sub-criteria, and point system specified in the Data Sheet. Each responsive Proposal will be given a technical score (St).

A Proposal shall be rejected at this stage if it does not respond to important aspects of the RFP, and particularly the Terms of Reference or if it fails to achieve the minimum technical score indicated in the Data Sheet.

16.6 After the technical evaluation is completed and the Tender Board has provided its approval, the Client shall inform the Consultants who have submitted proposals the technical scores obtained by their Technical Proposals, and shall notify those Consultants whose Proposals did not meet the minimum qualifying mark or were considered non responsive to the RFP and TOR, that their Financial Proposals will be returned unopened after completing the selection process.

16.7 The Client shall simultaneously notify in writing Consultants that have secured the minimum qualifying mark, the date, time and location for opening the Financial Proposals. The opening date should allow Consultants sufficient time to make arrangements for attending the opening. Consultants' attendance at the opening of Financial Proposals is optional.

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17. Opening of Financial Proposals

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

18. Evaluation of Financial Proposals

- 18.1 The Evaluation Committee will correct any computational errors. When correcting computational errors, in case of discrepancy between a partial amount and the total amount, or between word and figures the formers will prevail. Activities and items described in the Technical Proposal but not priced, shall be assumed to be included in the prices of other activities or items. In case an activity or line item is quantified in the Financial Proposal differently from the Technical Proposal, no corrections are applied to the Financial Proposal in this respect.
- 18.2 The Evaluation Committee will convert prices in various currencies to the single currency specified in the Data Sheet. The official selling rates used, provided by the source indicated in the Data Sheet, will be those in effect on the date indicated in the Data Sheet. The evaluation shall exclude those

taxes, duties, fees, levies, and other charges imposed under the applicable law; and to be applied to foreign and non-permanent resident consultants (and to be paid under the contract, unless the consultant is exempted)

19. Evaluation of Least Cost

- 19.1 In this method, the Consultant, whose technical proposal has achieved the minimum qualifying mark and whose financial proposal is the lowest, will be invited for Negotiations.

20. Evaluation of Quality Cost based Proposals

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

21. Place and Time for Negotiations

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

22. Technical Negotiations

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

23. Financial Negotiations

- 23.1 If applicable, it is the responsibility of the Consultant, before starting financial negotiations, to contact the local tax authorities to determine the local tax amount to be paid by the Consultant under the Contract. The financial negotiations will include a clarification (if any) of the firm's tax liability in the Client's country, and the manner in which it will be reflected in the Contract; and will reflect the agreed technical modifications in the cost of the services. Unless there are exceptional reasons, the financial negotiations will involve neither the remuneration rates for staff nor other proposed unit rates.

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- 23.2 Having selected the Consultant on the basis of, among other things, an evaluation of proposed Professional staff, the Client expects to negotiate a Contract on the basis of the Professional staff named in the Proposal. Before contract negotiations, the Client will require assurances that the Professional staff will be actually available.
- The Client will not consider substitutions during contract negotiations unless both parties agree that undue delay in the selection process makes such substitution unavoidable or for reasons such as death or medical incapacity. If this is not the case and if it is established that Professional staff were offered in the proposal without confirming their availability, the Consultant may be disqualified. Any proposed substitute shall have equivalent or better qualifications and experience than the original candidate and be submitted by the Consultant within the period of time specified in the letter of invitation to negotiate.
- 23.3 Negotiations will conclude with a review of the draft Contract. To complete negotiations the Client and the Consultant will initial the agreed Contract. If negotiations fail, the Client will invite the Consultant whose Proposal received the second highest score to negotiate a Contract.
- 23.4 After completing negotiations, the Client shall award the Contract to the selected Consultant, and promptly notify all Consultants who have submitted proposals. After Contract signature, the Client shall return the unopened Financial Proposals to the unsuccessful Consultants.
- 24.5 Information relating to evaluation of Proposals and recommendations concerning awards shall not be disclosed to the Consultants who submitted the Proposals or to other persons not officially concerned with the process, until the publication of the award of Contract.

25. Award of Contract

Award Procedure

25.1 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.

25.2 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.

25.3 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.

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26. Commence of Assignment

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

27. Corrupt, collusive, fraudulent or coercive practices

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

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

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

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

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

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DATA SHEET

	Paragraph Reference
1.0	Definitions
1.1	Name of the Client: Ngwenya Town Board Method of Selection: Quality Cost -Based Selection (QCBS)
1.2	Name of Assignment: TENDER NUMBER: TENDER NO. RFP 001 OF 2025/2026 THE DEVELOPMENT OF A FINANCIAL VIABILITY AND SUSTAINABILITY STRATEGY.
1.3	Validity
	Proposals must remain valid for 120 (One Hundred and Twenty) days after the submission date
1.4	Clarification and Amendment of RFP Documents
	Requests for clarifications, which must be in writing, should be addressed via email to fin.ngwenyatown@realnet.co.sz . The contact persons on behalf of the Local Authorities will promptly respond in writing via email to any requests for clarification. Written copies of Boards response (including an explanation of the query but without identifying the source of enquiry) will be sent to all prospective bidders. Clarifications may be requested not later than 7 days before submission date. The address for requesting clarifications is: The Chief Executive Officer Address: P.O. Box 097 Ngwenya Telephone: +268 34022700 Email: fin.ngwenyatown@realnet.co.sz .
1.5	Preparation of Proposals

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	The Original proposal (Technical Proposal and Financial Proposal) shall be prepared in indelible ink, and contain no interlineations or overwriting, except as necessary to correct errors made by the service provider(s) themselves. The person who signed the proposal must initial such corrections.
1.6	Preparation of the Technical Proposal
	<p>As required in Form TECH-2, Section 4, the following documents shall be included as Appendices to the Technical Proposal. In case of a joint venture or consortium each member must provide the documents:</p> <ul style="list-style-type: none"> 1.6.1 Certified copy of a relevant Trading License 1.6.2 Original copy of Tax Compliance Certificate, 1.6.3 Certified copy of current Certificate of Company Registration 1.6.4 Certified copy of an official statement of the Directors, alternative directors, managers and auditors of the company (Form 'J' or equivalent); 1.6.5 Certified copy of an official statement of the annual summary of shares capital and shares (Form 'C' or equivalent); and 1.6.6 Certified copy of the Labour Compliant Certificate. 1.6.7 Current Police Clearance for Professionals and Directors to be involved in the project. 1.6.8 Proof of Purchase of Tender Document (Board receipt). 1.6.9 Certified copy of valid ENPF compliant certificate. 1.6.10 Three (3) reference letters for similar assignments done within 5 years 1.6.11 Valid certified copies of professional qualifications for key personnel 1.6.12 Technical Standard forms as required in Section 4.
1.7	Firm to state all costs in local Eswatini currency: Yes
1.8	Packing and Submission of the Proposal

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	<p>Each consultant is expected to submit one original and three copies of technical proposals, and one original copy of financial proposal marked as follows;</p> <p>These should be in two separate envelopes, clearly marked “Technical Proposal” and “Financial Proposal”</p>
--	--

	<p>Name of the assignment is: The Development of a Financial Viability and Sustainability Strategy.</p>
	<p>The original and all copies of the Technical Proposal shall be placed in a sealed envelope clearly marked “Technical Proposal”.</p> <p>The original Financial Proposal shall be placed in a sealed envelope clearly marked “Financial Proposal” followed by the Tender Number, the name of the assignment and name and address of the consultant and with a warning “Do Not Open with The Technical Proposal.”</p> <p>The envelopes containing the Technical and Financial Proposals shall be placed into an outer envelope, which shall be sealed.</p> <p>The outer envelope SHALL be sealed and must be marked:</p> <p>The Chief Executive Officer Address: P.O. Box 097, Ngwenya Telephone: +268 34022700 Email: ngwenyatown@realnet.co.sz</p> <p>Further, the outer envelope must be marked: “Ngwenya Town Board Proposal No. RFP 001 OF 2025/2026; The Development of a Financial Viability and Sustainability Strategy and ’Do not open before 12:00 Noon on the 21st May 2025’”.</p>
1.9	This tender is open to Local Eswatini service providers only.
1.10	Latest Date for Submission & Opening of Technical Proposals

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	<p>The proposal submission address is:</p> <p>The CEO/Town Clerk, Ngwenya Town Board, P.O. Box 097, Ngwenya Eswatini</p> <p>Proposals must be submitted no later than the following date and time:</p> <p>Wednesday, 21st May 2025 - 12:00 Noon''</p> <p>The technical proposals will be opened in public on the same date at the Ngwenya Town Board Hall at 12:10PM.</p>
1.11	The format of the Technical Proposal to be submitted is: FTP

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2.0	Evaluation of the Technical Proposals
	<p>Criteria, sub-criteria and point system for the evaluation of full technical proposals are:</p> <p><u>Points</u></p> <ul style="list-style-type: none"> (i) Specific experience of the firm relevant to the assignment:(25) (ii) Adequacy of the proposed methodology and work plan in responding to the terms of reference; <ul style="list-style-type: none"> a) Understanding and comments on the terms of reference (5) b) Technical approach, methodology and work plan (25) c) Three (3) References (15) (iii)Qualifications and competence of the key staff for the assignment in the following fields: (30) <ul style="list-style-type: none"> a) Financial analysis and investment management and promotion b)Business/Financial Economics c) Experience in Local Government Operations d)Experience in Public Finance Management for Local Government e) Experience in Property Investment and Development f) Experience in Public Private Partnerships. g)Experience in IT, AI, Database development and the use of Social Media for stakeholder engagements. <p style="text-align: right;">Total points: 100 points</p>
2.1	The minimum Technical Score (St) required to pass is: 70 points

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2.2	Evaluation of the Financial Proposals
	<p>The single currency for price conversions is: Emalangeni</p> <p>The source of official selling rates is: Central bank of Eswatini</p>
2.3	Evaluation of Quality Cost Based Proposals
	<p>The formulas of determining the financial score is the following $S_f = 100 \times F_m/F$, in which S_f is the financial score, F_m is the lowest price and F the price of the proposal under consideration.</p> <p>The Financial Scores shall also be informed by the requirements of Form TECH 2, Part A stating that the following financial information shall be provided:</p> <ul style="list-style-type: none"> • Certified copies of the financial statements for the last three (3) years • Certified bank account details: name of bank, branch, main account number, type of account and year of account opening. <p>NB: These must be submitted with the Financial Proposal and sealed together in the same envelope.</p>

	<p>The weights given to the Technical and Financial proposals are:</p> <p>T= 0.7</p> <p>F= 0.3</p>
2.4	Negotiations

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	<p>Expected address for contract negotiations:</p> <p>The Town Clerk</p> <p>Address: P.O. Box 097, Ngwenya</p> <p>Telephone: +268 34022700</p> <p>Email: ngwenyatown@realnet.co.sz</p>
2.5	Commencement of Assignment
	<p>Expected date for the commencement of the consulting services:</p> <p>July 2025</p>

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Section 4

TECHNICAL PROPOSAL - STANDARD FORMS

Paragraph 9 of 'Instructions to Consultants' informs about, the format in which the Technical Proposal shall be submitted.

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

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FORM TECH-1: TECHNICAL PROPOSAL SUBMISSION FORM

[Date]

To: **Ngwenya Town Board**

Dear Sirs

We, the undersigned, offer to provide the consulting services for **The Development of a financial Viability and Sustainability Strategy in** accordance with your Request for Proposal dated [Insert date] and our Proposal. We are hereby submitting our Proposal, which includes this Technical Proposal, and a Financial Proposal sealed under a separate envelope.

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

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

If negotiations are held during the period of validity of the Proposal, i.e., before the date indicated in Paragraph Reference 1.7 of the Data Sheet, we undertake to negotiate on the basis of the proposed staff. Our Proposal is binding upon us and subject to the modifications resulting from Contract negotiations.

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

We understand the Government of the Kingdom of Eswatini is not bound to accept the lowest or any proposal.

We remain,

Yours sincerely,

Authorized Signature: _____

Name and Title of Signatory: _____

Name of Firm: _____

Address: _____

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[Stamp of the Firm]

FORM TECH-2:
CONSULTANT'S ORGANIZATION, EXPERIENCE AND FINANCIAL STANDING

A - Consultant's Financial Standing

The following financial information shall be provided:

- Certified copies of the financial statements for the last three years
- Certified bank account details: name of bank, branch, main account number, type of account and year of account opening.

B - Consultant's Organization

[A brief description of the Consultants' organization]

C - Consultant's Experience

[Use the format below to provide information on each assignment for which your firm and each associate for this assignment were legally contracted either individually as a corporate entity or as one of the major companies within an association, for carrying out consulting services similar to the ones requested under this assignment. Use up to 20 pages.]

Assignment name:	Approx. value of the contract [>>>>Amount in Emalangeni in figures and in words>>>]:
Country: Location within country:	Duration of assignment (months):
Name of Client:	Total N° of staff-months of the assignment:
Address:	Approx. value of the services provided by your firm under the contract [>>>>Amount in Emalangeni in figures and in words>>>]:
Start date [>>>> month/year>>>]: Completion date [>>>> month/year>>>]:	N° of professional staff-months provided by associated Consultants:
Name of associated Consultants, if any:	Name of senior professional staff of your firm involved and functions performed (indicate most significant profiles such as Project Director, Project Coordinator, Team

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	Leader):
Narrative description of Project:	
Description of actual services provided by your staff within the assignment:	

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C – Other Document's Comprising the Proposal

The Technical Proposal must include the following documents:

- a) Certified copy of a relevant Trading License, or equivalent for foreign consultants;
- b) Certified copy of a relevant Tax Clearance Certificate, or equivalent for foreign consultants;
- c) Certified copy of current Certificate of Company Registration, or equivalent for foreign consultants;
- d) Certified copy of an official statement of the Directors, alternative directors, managers and auditors of the company (Form 'J' or equivalent);
- e) Certified copy of an official statement of the annual summary of shares capital and shares (Form 'C' or equivalent); and
- f) Certified copy of the Labour Compliant Certificate.
- g) Current Police Clearance for Professionals and Directors to be involved in the project.
- h) Three reference letters
- i) Proof of Purchase (Board receipt).

[Firm's Name and Stamp: _____]

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

A - On the Terms of Reference

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

B - On Counterpart Staff and Facilities

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

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

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

a) Technical Approach and Methodology. In this chapter, please explain your understanding of the objectives of the assignment, approach to the services, methodology for carrying out the activities and obtaining the expected output, and the degree of detail of such output.

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

b) Work Plan. In this chapter, please propose the main activities of the assignment, their content and duration, phasing and interrelations, milestones (including interim approvals by the Client), and delivery dates of the reports. The proposed work plan should be consistent with the technical approach and methodology, showing understanding of the TOR and ability to translate them into a feasible working plan. A list of the final documents, including reports, drawings, and tables to be delivered as final output, should be included here. The work plan should be consistent with the Work Schedule of Form TECH-8.

c) Organization and Staffing. In this chapter, please propose the structure and composition of the suggested team. List the main disciplines of the assignment, the key expert responsible and proposed technical and support staff.]

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FORM TECH-5: TEAM COMPOSITION AND TASK ASSIGNMENTS

Professional Staff				
Name of Staff	Firm	Area of Expertise	Position Assigned	Task Assigned

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

1. **Proposed Position:** *[Only one candidate shall be nominated for each position]*_____
2. **Name of Firm:** *[Insert name of firm proposing the staff]* _____
3. **Name of Staff:** *[Insert full name]* _____
4. **Date of Birth:** _____ **Nationality:** _____
5. **Education:** *[Indicate college/university and other specialized education of staff member, giving names of institutions, degrees obtained, and dates of obtainment]* _____
6. **Membership of Professional Associations:** _____
7. **Other Training:** *[Indicate significant training since degrees under 5 - Education were obtained]*

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

9. **Languages:** *[For each language indicate proficiency: good, fair, or poor in speaking, reading, and writing]*_____
10. **Employment Record:** *[Starting with present position, list in reverse order every employment held by staff member since graduation, giving for each employment (see format here below): dates of employment, name of employing organization, positions held.]*

From: [>>Year>>] To: [>>Year>>]

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Employer: [>>Name of employing organization>>]

Positions held: [>>Title of the position held>>]

11. Detailed Tasks Assigned

[List all tasks to be performed under this assignment]

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12. Work Undertaken that Best Illustrates the Capability to Handle the Assigned Tasks *[Among the assignments in which the staff has been involved, indicate the following information for those assignments that best illustrate staff capability to handle the tasks listed under point 11.]*

Name of assignment or project: _____

Year: _____

Location: _____

Client: _____

Main project features: _____

Positions held: _____

Activities performed: _____

13. Certification:

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

Date: _____

(Signature of staff member)
(Day/Month/Year)

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FORM TECH-7 : STAFFING SCHEDULE¹

N°	Name of Staff	Staff input (in the form of a bar chart) ²													Total staff-month input		
		1	2	3	4	5	6	7	8	9	10	11	12	n	Home	Field ³	Total
Foreign																	
1		[Home]															
		[Field]															
2																	
3																	
n																	
													Subtotal				
Local																	
1		[Home]															
		[Field]															
2																	
n																	
													Subtotal				
													Total				

- 1 For Professional Staff the input should be indicated individually; for Support Staff it should be indicated by category (e.g.: draftsmen, clerical staff, etc.).
- 2 Months are counted from the start of the assignment. For each staff indicate separately staff input for home and field work.
- 3 Field work means work carried out at a place other than the Consultant's home office.



Full time input

Part time input

[illegible]

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

FORM TECH-9: DECLARATION OF ELIGIBILITY

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

Dear Sirs

Re Tender Reference.

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

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

Signed

Date

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SECTION 3

FINANCIAL PROPOSAL - STANDARD FORMS

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

- FIN-1 Financial Proposal Submission Form
- FIN-2 Summary of Proposal or Activity Costs
- FIN-3 Summary of Fees
- FIN-4 Summary of Reimbursables

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FORM FIN-1: FINANCIAL PROPOSAL SUBMISSION FORM

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

[>>>Location>>>

]

[>>>Date>>>

]

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

To: Ngwenya Town Board

Dear Sirs:

We, the undersigned, declare that:

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

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

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 Tenderer]*

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FORM FIN-2: Summary of Proposal or Activity Cost

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

State activity name or name of total proposal: _____

Cost item	Cost (Emalangeni)	Cost (other currenc y)	Cost (other currenc y)
Fees			
Reimbursable			
Local taxes			
Subtotals			

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FORM FIN-3: SUMMARY OF FEES

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

State activity name or total proposal: _____

Currency: Emalangeni

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

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FORM FIN-4: SUMMARY OF REIMBURSABLES

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

State activity name or total proposal: _____

Currency: Emalangeni

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

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

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Form of Contract

CONTRACT FOR CONSULTANTS' SERVICES

between

Ngwenya Town Board

and

Name of the Consultant

THE DEVELOPMENT OF A FINANCIAL VIABILITY AND SUSTAINABILITY STRATEGY

Dated: _____

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**CONTRACT FOR CONSULTING SERVICES
SMALL ASSIGNMENTS
LUMP-SUM PAYMENTS**

CONTRACT

THIS CONTRACT ('Contract') is entered into this day of July 2025 by and between the **Ngwenya Town Board** ("client") having its principal place of business at **Ngwenya Town Civic Centre – Plot 63 and 64 Ngwenya Village and** ("the Consultancy firm") having its principal office located in..... .

WHEREAS, the Ngwenya Town Board wishes the consultancy firm to perform the services hereinafter referred to, and

WHEREAS, the Supplier is willing to perform these services,

NOW THEREFORE THE PARTIES hereby agree as follows:

- 1. Services**
- (i) The Consultancy firm shall perform the services specified in Section 2, "Terms of Reference and Scope of Services," which is made an integral part of this Contract ("the Services").
 - (ii) The Consultancy firm shall provide the personnel listed in Section 4, Form B - Firm's Experience to perform the services.
 - (iii) The Consultancy firm shall submit to the Ngwenya Town Board the reports in the form and within the time periods specified in Section 2.

2. Term

The Consultancy firm shall perform the services during the period commencing on the July 2025 and continuing until 31st March 2023, or any other period as may be subsequently agreed by the parties in writing.

3. Payment

A. Ceiling

For services rendered pursuant to Section 2, the Ngwenya Town Board shall pay the Consultancy Firm an amount not to exceeding

Eswatini tax inclusive. This

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a as been established based on the understanding
m that it includes all of the Consultancy Firm costs
o and profits as well as any tax obligation that may
u be imposed on the firm.

n
t B.Schedule of Payments
h

The schedule of payments is specified below:

- i. 15 % of contract price, upon submission of inception report.
- (ii) 25% of contract price, upon submission of 1st Draft report
- (iii) 30 % of Contract price, upon submission of 2nd Draft report
- (iv) 30% of Contract price, upon submission final report.

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C Payment Conditions

Payment shall be made in Emalangeni, no later than the last day of every month.

4. Project Administration

A Coordinator.

The Ngwenya Town Board designates Mr. Bhekisisa Nkambule as the Ngwenya Town coordinator respectively. The coordinator will be responsible for the coordination of activities under this Contract, for acceptance and approval of the reports and of other deliverables by the Ngwenya Town Board and for receiving and approving invoices for the payment.

Reports.

B The reports listed in Section 2, "Scope of Work", shall be submitted as requested from time to time.

5. Performance Standards

The Consultancy Firm undertakes to perform the Services with the highest standards of professional and ethical competence and integrity. The consultancy Firm shall promptly replace any employees assigned under this contract that the Ngwenya Town Board considers unsatisfactory.

6. Confidentiality

The Consultancy Firm shall not, during the term of this Contract and on expiration, disclose any proprietary or confidential information relating to the Services, this Contract or the Ngwenya Town Board's business or operations without the prior written consent of the Ngwenya Town Board.

7. Ownership of Material

Any studies, reports or other material, graphic, software or otherwise, prepared by the Consultancy Firm for the Ngwenya Town Board under the Contract shall belong to and remain the property of the Ngwenya

Town Board. The Consultancy Firm may retain a copy of such documents and software.

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- 8. Insurance** The Consultancy Firm will be responsible for taking out any appropriate insurance coverage.
- 9. Assignment** The Consultancy Firm shall not assign any contractor or sub-contract without Ngwenya Town Board's prior written consent.
- 10. Law Governing Contract and Language** The Contract shall be governed by the laws of the Kingdom of Eswatini, and the language of the Contract shall be English.
- 10. Resolution of Disputes** Any dispute arising out of the Contract, which cannot be amicably settled between the parties, shall be referred to adjudication/arbitration in accordance with the laws of the Kingdom of Eswatini.
- 12. Non-performance** Should the Consultancy Firm fail and/or neglect to fulfill any of its obligations as laid down, articulated and/or expected in terms of the Terms of Reference and the Contract of Award, the Town Board shall be entitled to cancel the contract, without prejudice to all damages that may be claimed by the Board, if the defaulting party fails to remedy the default within 30 (thirty) working days after receiving notice to perform its obligations and/or remedy such default as the case may be.
- The Town Board reserve the right to withhold a whole or portion of the initial mutually agreed payment, if performance is unsatisfactory in regard to the agreed Terms of Reference and contract of Award which shall include the unsatisfactory execution of services to be rendered or if the services and/or output fail to meet any agreed specifications and/or deadlines.

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Signed aton this theday of2025.

FOR NGWENYA TOWN BOARD

Signed by _____

Title:_____

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As witnesses:

Signed by _____

Signed by _____

Title: _____

Title: _____

FOR (Consultancy firm)

Signed by _____

Title: _____

As witnesses:

Signed by _____

Title: _____

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