



NHLANGANO TOWN COUNCIL

TENDER NUMBER 07 of 2024/2025

The Provision of Consultancy Services for the Salary Review and Job Evaluation Services

**Nhlangano Town Council
Corner King George Street and Ndwandwe Avenue
P. O. Box 888
Nhlangano
Eswatini**

April 2025

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Procurement Method:	Open Tender
Subject of Procurement:	Provision of Consultancy Services for the Salary Review and Job Evaluation Services
Procurement Reference Number:	T7 of 2024/2025
Date of Issue:	April 2025
Participation	International

PREFACE

This Tender Document has been prepared by the Nhlenagno Town Council 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”.

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

The Technical Secretary
Nhlenagno Town Council
P.O. Box 888
Nhlenagno
ESWATINI

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SECTION I - DEFINATIONS

(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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ADVERTISEMENT

REQUEST FOR PROPOSALS (RFP): THE PROCUREMENT OF CONSULTANCY SERVICES FOR THE SALARY REVIEW AND JOB EVALUATION SERVICES

TENDER NO: 07 of 2024/2025

Nhlangano Town Council invites sealed proposals from eligible, reputed, qualified Consultancy firms for the Procurement of Consultancy Services for the Job Evaluation and Salary Review Exercise Development of Nhlangano Town Council's Performance Management System. The 'Request for Proposals' document can be obtained on the ESPPRA Website: www.esppra.co.sz & Nhlangano Town Council's website: www.ntc.co.sz

Tenderers are expected to submit separate completed (1) Original and (3) copies of Technical Proposal, (1) original and (3) copies of Financial Proposals, signed and sealed, marked "**Technical Proposal – RFP Provision of Consultancy Services for the Job Evaluation and Salary Review Exercise**". The two (2) envelopes must be enclosed in a sealed outer envelope, which shall be marked: "**Request for Proposal: The Procurement of Consultancy Services for the Salary Review and Job Evaluation Services, TENDER NUMBER: 07 of 2024/2025** and addressed to The Town Clerk, Nhlangano Town Council located at Corner King George Street and Ndwandwe Avenue, P. O. Box 888, Nhlangano S400, Eswatini."

The Proposal must be deposited in the Tender Box situated at the **Nhlangano Town Council**, at Cnr. King George Str. & Ndwandwe ave on or before **12:00hrs (Eswatini time) on May 20th, 2025**. Late tenders, as well as tenders received by telegram, facsimile, email or similar medium will not be considered. Tenders received on time by the latest date and time for submission will be opened at Council's Offices on **May 20th, 2025, at 12:00hrs (Eswatini time)**.

Requests for clarifications, which must be in writing, should be addressed via email to procurement@ntc.co.sz. Council will respond in writing via e-mail to any requests for clarification. Written copies of Councils response (including an explanation of the query but without identifying the source of inquiry) will be sent to all prospective Bidders.

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Failure to submit required number of copies, original tender document and mark the envelope clearly and accurately may result in rejection of the application. To be eligible for consideration for this proposal, a tenderer should provide in its proposal the documents specified in "Instructions to Tenderers" including the following for Swati owned companies or **equivalent for international companies**.

1. Company profile
2. Certified copy of valid Trading License
3. Original and Valid Tax Compliance Certificate
4. Certified copy of valid Labour Compliance Certificate
5. Certified copy of ENPF Certificate
6. Certified copy of Form J and Form C (Company Ownership and Shareholding)
7. Financial Statements for the past three years
8. Names and Contacts of at least three (3) Reference Customers (reference Letter)
9. Certified copy of a Certificate of Incorporation
10. Police Clearance for All company Directors (not older than three months)
11. Certified copy of proof of Legal Joint Venture (where necessary) and
12. General receipt/ proof of (E500.00) for payment of the tender document.

The REFERENCE to be used when making payment is: T7 of 2024/25.

ACCOUNT NAME: Nhlangano Town Council

BANK NAME: Standard Bank (Nhlangano Branch)

ACCOUNT NO: 9110003862766

BRANCH CODE: 663464

Babsy Mavuso

(Town Clerk/CEO)

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A. General

Scope of Proposal

- 1.1 The Procuring Entity indicated in the Proposal Data Sheet (PDS), invites proposals for the provision of the **Consultancy Services for the Job Evaluation and Salary Review Exercise**.
- 1.2 Procurement will be undertaken in compliance with the Public Procurement Act 2011, 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

- 2.2 The Procuring Entity has an approved budget from its business operations 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.
- 2.3 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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TERMS OF REFERENCE

1. INTRODUCTION

1.1. Job Evaluation and Salary Review Exercise

The Nhlanguano Town Council, in its pursuit of achieving best practice standards, aims to reassess its existing job framework. This initiative includes a comprehensive evaluation of the Council's compensation and benefits system through a systematic job analysis and salary assessment process. The objective is to accurately determine the value of various positions within the organizational structure and ensure that these roles are appropriately aligned with the Council's remuneration policy.

2. BACKGROUND

2.1 Job Evaluation and Salary Review Exercise

The Nhlanguano Town Council has recognized the necessity to undertake a comprehensive review of its job and salary framework to rectify existing inequities and inconsistencies within similar roles in its organizational structure, particularly in relation to market standards for jobs and compensation policies. The Council believes that implementing a thorough job evaluation and salary assessment will play a crucial role in supporting its efforts in performance and talent management, ultimately aimed at retaining top-performing employees. This initiative is expected to be instrumental in establishing a fair job grading system and an equitable salary structure that aligns with the Council's strategic objectives.

3. OBJECTIVES

3.1. Job Evaluation and Salary Review Exercise

3.1.1 Conduct a thorough assessment of the existing job grades and salary framework of the Nhlanguano Town Council, benchmarking against industry standards and market practices to identify areas for improvement.

3.1.2 Perform an extensive Job Analysis and Job Evaluation for positions within the current and future organizational structure of the Nhlanguano Town Council, ensuring that compensation, responsibilities, and grade classifications are aligned while adhering

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to the principle of pay equity, including benefits and overall remuneration.

- 3.1.3** Identify and rectify any inequities and discrepancies in compensation for similar roles when compared to other organizations within the market, promoting fairness and competitiveness in the remuneration strategy.

4. SCOPE OF ASSIGNMENT

4.1 Organizational Structure Review

- 4.1.1** Review the council's organizational structure to ensure it delivers on strategy; and
- 4.1.2** Review the appropriateness of current job titles and profiles and ensure alignment to organizational structure

4.2 Job Evaluation and Grading

Evaluate and grade all jobs using Paterson Job Evaluation System.

4.3 Remuneration Survey

- 4.3.1** Compile and recommend to the council a list of organizations which may be considered as comparators for the purpose of establishing staff remuneration;
- 4.3.2** Conduct an appropriate remuneration survey with the approved comparator organizations. This will be done in order to establish the relevant market remuneration base, to develop and recommend an appropriate remuneration structure for the council; and
- 4.3.3** Specify in your proposal how the survey will be done, how many employees will be included in the survey and how relevant comparisons of remuneration will be done.

4.4 Remuneration Analysis

- 4.4.1** Conduct a detailed remuneration analysis to identify at what levels staff members are paid relative to the market (comparator organizations) and to the job grades;
- 4.4.2** Identify any anomalies and recommend the process to manage any pay anomalies that may arise from the results of the job evaluation and grading exercise.

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- 4.4.3** To enable the consultant to do the remuneration analysis the full details of the remuneration payable to all employees of the council shall be provided.

4.5 Remuneration Structure

- 4.5.1** Develop and recommend an appropriate remuneration structure for the Council, based on market remuneration trends in the relevant quartile. The structure should be developed based on a specific and relevant approach to remuneration management taking into consideration a broad range of factors including affordability and sustainability in the long term.

- 4.5.2** Develop and recommend a mechanism for annual salary progression across a salary range.

4.6 Incentive Payment Model

- 4.6.1** Review current incentives paid to management and staff and benchmark them against the market;
- 4.6.2** Develop and recommend a fit for purpose incentive payment model and policy.

4.7 Implementation Cost

- 4.7.1** Determine the cost of implementation of the remuneration structure as recommended to the Council.
- 4.7.2** The total cost of implementation should be calculated and if a phased implementation of the structure is recommended the estimated annual cost of implementing the structure should be identified. To enable the consultant to do the cost calculation the full details of the remuneration payable to all employees of the Council shall be provided.

4.8 Job Evaluation and Grading Committee

- 4.8.1** Consultant shall be required to conduct training for the Council's Job Evaluation and Grading Committee; and
- 4.8.2** Consultant shall be required to develop and recommend a policy to the Council which shall guide the operations of this committee.

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5. OUTPUTS

- 5.1** Conduct a comprehensive review of the organizational structure, including an assessment of job titles and profiles to ensure alignment with current industry standards and practices. This will involve evaluating and grading all positions within the organization to establish a clear hierarchy and role definition.
- 5.2** Gather and summarize data from comparable organization's to determine the minimum and maximum remuneration values for job matches. This data will be formatted for straightforward comparison with the Fund's existing remuneration framework, facilitating an analysis of competitive pay practices.
- 5.3** Prepare a detailed report outlining the findings of the survey, including a comparative analysis of the results and strategic recommendations for remuneration packages. The report will feature quantitative data visualizations such as charts, tables, and graphs, and will identify roles that require enhanced competitive compensation, alongside a change management plan to support the implementation of the recommendations.

6. OBLIGATIONS OF THE CONSULTANT

- 6.1.** The Consultant is required to detail in their proposal the quantity and categories of personnel, along with their employment durations and relevant curriculum vitae, necessary for executing the requested services.
- 6.2.** The Consultant must independently organize all aspects related to the project, including office space, lodging, transportation, materials, surveys, research, testing, and secretarial support.
- 6.3.** It is essential for the Consultant to ensure that all logistical and operational needs are met to facilitate the successful completion of the assigned tasks.

7. OBLIGATIONS OF NHLANGANO TOWN COUNCIL

- 7.1.** The Nhlango Town Council will provide the Consultant with all pertinent reports and data that are necessary for the Consultant to effectively perform their responsibilities.
- 7.2.** It is important to note that while the Council will supply this information, the Consultant holds the responsibility for interpreting and utilizing the provided materials appropriately.

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7.3. The collaboration between the Council and the Consultant is essential, with the Council facilitating access to information while the Consultant ensures accurate application of that information in their work.

8. RESOURCE REQUIREMENTS

The resource requirements for the accomplishment of the above tasks are as follows;

8.1. Human Resources Specialist: Lead Consultant must have a Minimum Master's Degree in Human Resources Management. Business Administration. Commerce or professional job analyst or similar field of study and must have at least 10 years of experience executing or critical involvement in similar projects. The individual must demonstrate a successful track record in project execution and possess specialized knowledge, organizational development, training, and general human resources functions.

8.2. Financial Specialist: The ideal candidate must hold a Master's degree in Finance, Accounting, or a related discipline. A minimum of 10 years of experience in a corporate setting is essential, with a focus on compensation, benefits, and reward systems. The expert should have a comprehensive understanding of remuneration frameworks and their application within an organizational context.

9. CONSULTANT SELECTION CRITERIA

Consultants are expected to submit the following documents;

9.1 Technical Proposals;

- 9.1.1 Methodology for performing the services;
- 9.1.2 A work plan, showing the inputs of all key staff;
- 9.1.3 CV's and proof of qualification of key staff;

A summary of your experience in similar assignments with reference listing organization name, services provided, contract value, contact name, address and telephone numbers of at least three recent 3 letters of reference (i.e. three years and less) clients who can be contacted in order to obtain a reference.

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10. EVALUATION CRITERION

Criteria, sub-criteria and point system for the evaluation of Full Technical Proposals are:

PRELIMINARY EVALUATION

Prior to the detailed evaluation, the Council will determine the substantial responsiveness of each Tender by checking eligibility documents. The documentation required to provide evidence of eligibility shall be:

	Eligibility Requirement	Documentary Evidence to be Provided by the Consultant
(a)	The Consultant has legal capacity to enter into the contract	(i) Certificate of Incorporation or Registration (ii) Trading License for the current year Any other sufficient evidence
(b)	The Consultant is not insolvent, in receivership, bankrupt or being wound up, its affairs are not being administered by a court or a judicial officer, its business activities have not been suspended, and it is not the subject of legal proceedings for any of the foregoing	A written declaration signed by the authorised representative of the consultant Or Any other sufficient evidence.
(c)	The Consultant has fulfilled its obligations to pay taxes	Tax Compliance Certificate issued by Tax Regulator
(d)	The Consultant has fulfilled its obligations to social security contributions	Eswatini National Provident Fund Compliance Certificate <i>[for Swati firms]</i> Social Security Compliance Certificate or equivalent <i>[for foreign firms]</i>
(e)	The Consultant adheres to basic labour legislation	Labour Compliance Certificate <i>[for Swati firms only]</i>
(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

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(g)	The Consultant, or any of its directors or officers, have not been convicted of any criminal offence relating to professional conduct or the making of false statements or misrepresentations as to its qualifications to enter into a procurement contract within a period of five years preceding the commencement of procurement proceedings	A written declaration signed by the authorised representative of the consultant Police Clearances for directors or officers A Certificate or Letter of Good Conduct Issued by a Competent Authority in the Consultant's Country <i>[for foreign firms]</i>
(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

Detailed Evaluation Criteria

Technical Criteria

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
Specific Experience of the firm relevant to the assignment >5 years(10) >3-<5 years(6) 0-2 years(3)	10
Adequacy of the Proposed Approach and Methodology in responding to the Terms of Reference	30
Similar Assignments undertaken by the firm <i>[References for similar projects completed , 3 reference letters required]</i>	15
Appropriateness of the Proposed Work Plan	20

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Relevant Qualifications and Experience of the Key Personnel -(Lead Consultant must have a Minimum Master's Degree in Human Resources Management. Business Administration. Commerce or professional job analyst or similar field of study and must have at least 10 years of experience executing or critical involvement in similar projects. (Provide evidence in the form of certified academic qualification and CV). -(Finance Analyst must hold a Master's degree in Finance, Accounting, or a related discipline. A minimum of 10 years of experience in a corporate setting is essential, with a focus on compensation, benefits, and reward systems).	15
Participation by Nationals (Citizen Service Providers)	5
Participation of Swati Company	5
Total:	100 points

Financial Proposal

The Financial Proposal shall be submitted in a separate envelop.

The financial proposals will be evaluated using the Price/Quality Methodology whereby:

The lowest evaluated Financial Proposal (FP) will be given the maximum financial score (Fs) of 100 points. The financial scores of all other proposals will be computed as follows:

$F_s = 100$ multiplied by lowest cost proposal (amount) divided by the amount of the proposal being evaluated.

1.	The minimum technical score (St) required to pass is 70%
2.	The Financial Proposal shall be denominated in SZL (Emalangeni)
3.	The formula for determining the financial score is the following: [Either $S_f = 100 \times F_m/F$, in which S_f is the financial score, F_m is the lowest price and F the price of the proposal under consideration, or another proportional linear formula]
4	The weights given to the Technical and Financial proposals are: $T = 0.7$ and $F = 0.3$

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11. DURATION OF THE SERVICES.

The consultancy services shall be four (4) months.

PROPOSAL DATA SHEET

Paragraph Reference	
11.1.	Definitions
11.1.1	Name of the Client: Nhlangano Town Council Method of selection: Quality and Cost Basis
11.1.2	Name of Assignment: The Procurement of Consultancy Services for the Salary Review and Job Evaluation Services
11.1.3	A pre-proposal conference will be held: N/A
11.1.4	The Client will provide the following inputs and facilities: Relevant documents and records.
11.2.	Validity
11.2.1	Proposals must remain valid for 90 (ninety) days after the submission date
11.3.	Clarification and Amendment of RFP Documents
11.3.1	Clarifications may be requested in writing (letter, email), but not later than 7 (seven) days before the submission deadline. The address for requesting clarifications is: procurement@ntc.co.sz
11.4.	Preparation of Proposals
11.4.1	Estimated Man Months: The estimated number of professional staff-months required for the assignment is: four (4) man months.
11.5.	Preparation of the Technical Proposal
11.5.1	Training is a specific component of this assignment: 'Yes'
11.6.	Preparation of the Financial Proposal

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



11.6.1	<p>Taxes: All consultants must take note that a withholding tax of 15% on the gross amount paid shall be levied on payment made to non-Swazi residents' companies/contractors in respect of services performed in Eswatini and 10% on Swazi resident companies/contractors unless the company/contractor has a tax exemption certificate from the Commissioner of Taxes (Refer to Income Tax Order No. 21 of 1975 as amended)</p> <p>In preparing the Technical Proposal, consultants are expected to examine the documents constituting this REP in detail. Material deficiencies in providing the information requested may result in rejection of a proposal.</p> <p>For Services originating in Eswatini the currency of the proposal shall be in Emalangeneni.</p>
11.7.	<p>Packing and Submission of the Proposal</p>
11.7.1	<p>The Consultant shall submit one (1) original and three (3) copies of the Technical Proposal and one (1) original and three (3) of the Financial Proposal inclusive of the following documents;</p> <ul style="list-style-type: none"> Company profile Certified copy of valid Trading License Original and Valid Tax Compliance Certificate Certified copy of a current Labour Compliance Certificate Certified copy of ENPF Certificate Certified copy of Form J and Form C (Company Ownership and Shareholding) Financial Statements for the past three years Names and Contacts of at least three (3) Reference Customers Certified copy of a Certificate of Incorporation Police Clearance for All company Directors (not older than three months) Certified copy of proof of Legal Joint Venture (where necessary) and General receipt/proof of (E500.00) for payment of the tender document.
11.7.2	<p>The original and all copies of the Technical Proposal shall be placed in a sealed envelope clearly marked "Technical Proposal" Similarly.</p> <p>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."</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>

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	<p>The Town Clerk Nhlangano Municipality P.O. Box 888 NHLANGANO</p> <p>Further, the outer envelope must be marked: Nhlangano Municipality Tender No. 07 of 2024/25; The Procurement of Consultancy Services for The Job Evaluation and Salary Review Exercise, Review of the Performance Management System and the Policies and “Do not open before 1200 noon on the 20th May 2025”.</p>
11.8.	Latest Date for Submission
11.8.1	<p>The location for submission of Proposal is:</p> <p>The Town Clerk Nhlangano Town Council Corner King George Street and Ndwandwe Avenue NHLANGANO</p> <p>Proposals must be deposited in a tender box situated at the Treasury office Nhlangano Town Council.</p> <p>The Closing Time for submission of the proposals is as per Eswatini time.</p> <p>The date and time for submission of Proposals is: May 20th, 2025 at 1200 noon.</p>

11.9.	Negotiations
11.9.1.	<p>Expected address for contract negotiations:</p> <p>NHLANGANO TOWN COUNCIL Corner King George and Ndwandwe Avenue Nhlangano Eswatini</p>
11.10.	Commencement of Assignment
11.10.1	<p>The assignment is expected to commence on/before July 2025 at the Nhlangano Town Council.</p>

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12.ADVICE FOR CONSULTANTS ON KEY REQUIREMENTS

These documents should be read carefully by the Consultant before preparing the Proposal to ensure compliance with the key requirements. Failure to fulfil these requirements will result in disqualification of the offer. Special attention should be paid to the following:

12.1 Price Schedule and Tender Form

The price schedule must be completed and must include all taxes. The total figure of the Price Schedule must be taken to the Tender Form.

12.2 Tender Form

The Tender Form is the Tenderer's offer and shall therefore be completed, signed by the Tenderer's authorized representative and stamped with the Tenderer's stamp.

12.3 Documents Required

All documents stated in the "Instruction to Tenderers" and "Tender Data Sheet" must be included in the offer.

12.4 Partial Offers

When the Tender Documents calls for complete offers all items must be priced, as the offer otherwise will be rejected. Notes on this can be found in the "Schedule of Requirements"

13 Envelope with the Original Tender and a Number of Copies

The envelope with the original Tender Document must also include the number of copies specified in the "Tender Data Sheet". The original Tender must clearly be marked "original", while the copy/copies must be marked "copy". The envelope must clearly be marked according to instructions in the "Tender Data Sheet".

14 Tender Security

When a Tender Security is required, it can be provided in the form of a Bank Guarantee, an Insurance Company Bond or a Banker's Guaranteed Cheque. The original Tender document shall in such cases be accompanied by the original Tender Security. Photocopies, company or personal cheques are not accepted and will lead to rejection of the offer.

15 Performance Security

When the "Tender Data Sheet" states that a **E5, 000 (Five Thousand Emalangeni only)** Performance Security is required from all Tenderers, to ensure that the supplier carries out his contract obligations. The Performance

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Security can be provided in the form of a Bank Guarantee or an Insurance Company Bond.

16 Contract Form

Tenderers should examine the Contract Form in the Tender Document, as it contains information about the contract, which will be signed by the successful Tenderer following the Award of Contract.

SECTION 2

1 INSTRUCTIONS TO CONSULTANTS

1.1 Introduction

(b) 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.

(c) 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.

(d) 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.

(e) 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.

(f) 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.

(g) 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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1.2 Conflict of Interest

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

1.2.2 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:

1.2.3 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.

1.2.4 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.

1.2.5 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 advice 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.

1.2.6 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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1.2.7 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.

1.3 Association

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.

1.4 Commissions

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.

1.5 One Proposal

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.

1.6 Validity

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.

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1.7 Clarification and Amendment of RFP Documents

1.7.1 Consultants may request for 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.

1.7.2 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.

1.8 Preparation of Proposals

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

1.8.2 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.

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

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.

- i. While preparing the Technical Proposal, Consultants must also give particular attention to the following:
- ii. 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.

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- iii. Alternative professional staff shall not be proposed, and only one Curriculum Vitae (CV) and certified copies of academic qualifications may be submitted for each position.

1.9 Preparation of the Technical Proposal

Consultants are required to submit a Full Technical Proposal the Technical Proposal shall provide the information indicated in the following paras from (a) to (g) using the attached Standard Forms:

1.9.1 For the Technical Proposal a brief description of the Consultants' organization and an outline of recent experience of the Consultants and, in the case of joint venture, for each partner, on assignments of a similar nature are required in Form TECH-2. 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 prepared to substantiate the claimed experience if so, requested by the Client.

1.9.2 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).

1.9.3 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.

1.9.4 The list of the proposed Professional staff team by area of expertise, the position that would be assigned to each staff team

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member, and their tasks plus certified copies of academic qualifications (Form TECH-5).

- 1.9.5 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.
- 1.9.6 CVs of the Professional staff signed by the staff themselves or by the authorized representative of the Professional Staff (Form TECH-6).
- 1.9.7 A detailed description of the proposed methodology and staffing for training, if the Data Sheet specifies training as a specific component of the assignment.
- 1.9.8 Declaration of Eligibility (Form TECH-9) all Consultants must meet the following criteria, to be eligible to participate in public procurement.
- 1.9.9 The Technical Proposal shall not include any financial information. A Technical Proposal, which contains financial information, may be declared nonresponsive.

1.10 Preparation of the Financial Proposal

- 1.10.1 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.
- 1.10.2 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.
- 1.10.3 The Consultant shall be subject to local taxes (such as: value added or sales tax, social charges or income taxes on nonresident Foreign Personnel, duties, fees, levies) on amounts payable by the Client under the Contract.
- 1.10.4 Consultants must express the price of their services in Emalangeni unless otherwise specified in the Data Sheet

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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

1.11 Packing and Submission of Proposal

1.11.1 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.

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 dully authorized to sign. The signed Technical and Financial Proposals shall be marked "Original".

1.11.3 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.

1.11.4 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."

- i. The envelopes containing the Technical and Financial Proposals shall be placed into an outer envelope and sealed.
- ii. This outer envelope shall bear the submission address and reference number and be clearly marked "Do Not Open before [insert the time and date of the submission deadline indicated in the Data Sheet]". The Client shall not be responsible for misplacement, losing or premature opening if the outer envelope is not sealed and/or marked as stipulated. This

circumstance may be case for Proposal rejection.

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- iii. 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.

1.12 Latest Date for Submission

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.

1.13 Opening of Technical Proposals

1.13.1 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.

1.13.2 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.

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

1.14 Evaluation of the Technical Proposals

1.14.1 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.

1.14.2 After the technical evaluation is completed and the Tender Committee has provided 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.

1.14.3 The Client shall simultaneously notify in writing Consultants 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

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opening. Consultants' attendance at the opening of Financial Proposals is optional.

1.15 Opening of Financial Proposals

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.

1.16 Evaluation of Financial Proposal

1.16.1 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.

1.16.2 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).

1.17 Evaluation (Least Cost)

The Consultant, whose technical proposal has achieved the minimum qualifying mark and whose financial proposal is acceptable, will be invited for Negotiations.

1.18 Evaluation of Quality Cost based Proposals

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: $S = St$

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x T% + Sf x P%. The firm achieving the highest combined technical and financial score will be invited for negotiations.

1.19 Place and Time for Negotiations

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.

1.20 Technical Negotiations

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.

1.21 Financial Negotiations

1.21.1 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.

1.21.2 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

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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.

1.21.3 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.

1.21.4 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.

1.21.5 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.

1.22 Award Of Contract

1.22.1 Award Procedure

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.

1.22.1 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.

1.22.2 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.

1.23 Commencement of Assignment

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

1.24 Corrupt, collusive, fraudulent or coercive practices

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.

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“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.

SECTION 3 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 and Experience

A Consultant’s Organization

B 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

[>>>Location, Date>>>]

Nhlangano Town Council
P. O. Box 888
Nhlangano

Dear Sirs:

We, the undersigned, offer to provide the consulting services for [>>>short description of what the Consultants are required to do>>>] 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 6.1 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 Paragraph Reference 22.1 of the Data Sheet.

We understand that the Nhlangano Municipality is not bound to accept the lowest or any proposal.

We remain,

Yours sincerely,

Authorized Signature:
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Name and Title of Signatory: _____
 Name of Firm: _____
 Address: _____

FORM TECH-2: CONSULTANT'S ORGANIZATION AND EXPERIENCE

A - Consultant's Organization

[A brief description of the Consultants' organization]

B - 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 Emalangi in figures and in words>>>]:
Country: Location within country:	Duration of assignment (months):
Name of Client:	Total N ^o of staff-months of the assignment:
Address:	Approx. value of the services provided by your firm under the contract [>>>Amount in Emalangi in figures and in words>>>]:
Start date [>>> month/year>>>]: Completion date [>>> month/year>>>]:	N ^o 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 Leader):
Narrative description of Project:	

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Firm's Name and Stamp: _____

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

A - On the Terms of Reference

[Present and justify any modifications or improvement to the Terms of Reference proposed to improve performance in carrying out the assignment (such as deleting some activity you consider unnecessary, adding others or proposing a different phrasing 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

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

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

[Technical approach, methodology and work plan are key components of the Technical 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,*

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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.]

FORM TECH-5: TEAM COMPOSITION AND TASK ASSIGNMENT

PROFESSIONAL STAFF				
Name of Staff	Firm	Area of Expertise	Position Assigned	Task Assigned

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

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

Format of Curriculum Vitae for Proposed Professional Staff
CURRICULUM VITAE (CV)

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

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

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

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

Membership in Professional Associations and Publications:

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

Adequacy for the Assignment:

Detailed Tasks Assigned on Consultant's Team of Experts:	Reference to Prior Work/Assignments that Best
---	--

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	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
Date

Signature

{day/month/year}

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

Signature _____

FORM TECH-7: STAFFING SCHEDULE

N°	Name of Staff	Staff input (in the form of a bar chart)														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																			
Disclaimer																			

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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

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.

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- (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_____

FORM TECH-10: CODE OF ETHICAL CONDUCT IN BUSINESS FOR CONSULTANT

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-
1. 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

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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;
- (a) 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:
- (b) 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;
- (c) 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 THE CONSULTANT.....

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SECTION 4 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 Reimbursable

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

Dear Sir/Madam:

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 Emalangenani: [>>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

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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;

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]*

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 currency)	Cost (other currency)
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 REIMBURSABLE

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

State activity name or total proposal: _____

Currency: Emalangeneni

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

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

SECTION 5 ELIGIBLE COUNTRIES

1. Procurement Reference Number:

All countries are eligible except countries subject to the following provisions.
A country shall not be eligible if:

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

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

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SECTION 6

GENERAL CONDITIONS OF CONTRACT FOR THE PROCUREMENT OF CONSULTANCY SERVICES

Any resulting contract shall be subject to the following General Conditions of Contract (GCC) for the Procurement of Consultancy Services except where modified by the Special Conditions below.

1. GENERAL CONDITIONS OF CONTRACT

1.1 Law Governing Contract

This Contract, its meaning and interpretation, and the relation between the Parties shall be governed by the Applicable Law of the Kingdom of Eswatini.

2. Language

This Contract has been executed in the English language, which shall be the binding and controlling language for all matters relating to the meaning or interpretation of this Contract.

3. Notices

Delivery of Notice

Any notice, request or consent required or permitted to be given or made pursuant to this Contract shall be in writing. Any such notice, request or consent shall be deemed to have been given or made when delivered in person to an authorized representative of the Party to whom the communication is addressed, or when sent to such Party at the address specified in the Special Condition of Contract.

4. Change of Address

A Party may change its address for notice hereunder by giving the other Party notice in writing of such change to the address specified in the Special Condition Contract.

5. Location

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

6. Authority of Member in Charge

In case the tenderer consists of a joint venture/ consortium/ association of more than one entity, the Members hereby authorize the entity specified in the Special Condition of Contract to act on their behalf in exercising all the Tenderer's rights and obligations towards Council under this Contract, including without limitation the receiving of instructions and payments from Council.

7. Authorized Representatives

Any action required or permitted to be taken, and any document required or permitted

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to be executed under this Contract by Council, or the Tenderer may be taken or executed by the officials specified in the Special Condition of Contract.

8. Taxes and Duties

The Tenderer, Sub-Tenderers, and their Personnel shall pay such indirect taxes, duties, fees, and other impositions levied under the Applicable Law as specified in the Special Conditions of Contract, the amount of which is deemed to have been included in the Contract Price.

9. Fraud and Corruption

Tenderer(s) should be aware that a Tenderer who engages in corrupt, collusive or fraudulent practices will have their proposals rejected or Contract terminated and may further be subject to prosecution under the laws of Eswatini.

10. Commission and Fees

It is required that the successful Tenderer will disclose any commissions or fees that may have been paid or are to be paid to agents, representatives, or commission agents with respect to the selection process or execution of the contract. The information disclosed must include at least the name and address of the agent, representative, or commission agent, the amount and currency, and the purpose of the commission or fee.

11. Commencement, Completion, Modification and Termination of Contract

11.1 . Effectiveness of Contract

This Contract shall come into effect on the date the Contract is signed by both Parties or at such other later date as may be stated in the Special Conditions of Contract. The date the Contract comes into effect is defined as the Effective Date.

11.2 Commencement of Services

The Tenderer shall begin carrying out the Services not later than the number of days after the Effective Date specified in the Special Condition of Contract.

12. Expiration of Contract

Unless terminated earlier, this Contract shall expire at the end of the period after the Effective Date, as specified in the Special Conditions of Contract.

12.1 Other documents forming part of the contract are:

TOR
SOP
Instruction to Consultant
Data Sheet
Annexures to this Contract

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13. Modifications or Variations

Any modification or variation of the terms and conditions of this Contract, including any modification or variation of the Scope of the Services, may only be made by written agreement between the Parties. However, each Party shall give due consideration to any proposals for modification or variation made by the other Party.

14. Force Majeure

Definition

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

15. No Breach of Contract

The failure of a Party to fulfil any of its obligations under the contract shall not be considered to be a breach of, or default under, this Contract insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event (a) has taken all reasonable precautions, due care and reasonable alternative measures in order to carry out the terms and conditions of this Contract, and (b) has informed the other Party as soon as possible about the occurrence of such an event.

16. Extension of Time

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

17. Payments

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

18. Good Faith

The Parties undertake to act in good faith with respect to each other’s rights under this Contract and to adopt all reasonable measures to ensure the realization of the objectives of this Contract.

18.1 Settlement of Disputes

18.2 Amicable Settlement

The Parties agree that the avoidance or early resolution of disputes is crucial for a

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smooth execution of the Contract and the success of the assignment. The Parties shall use their best efforts to settle amicably all disputes arising out of or in connection with this Contract or its interpretation.

19. Dispute Resolution

Any dispute between the Parties as to matters arising pursuant to this Contract that cannot be settled amicably within thirty (30) days after receipt by one Party of the other Party's request for such amicable settlement may be submitted by either Party for settlement in accordance with the provisions specified in the Special Conditions of Contract.

20. Conflict of Interests

The Tenderer shall hold Council's interest's paramount, without any consideration for future work, and strictly avoid conflict with other assignments or their own corporate interests.

21. Tenderers not to Benefit from Commissions, Discounts, etc.

The payment of the Tenderer pursuant to a signed contract in relation to services rendered and or goods delivered shall constitute the Tenderer's only payment in connection with the signed contract or an invoice delivered. The exchange rate for purposes of payment shall be the Central Bank of Eswatini exchange rate prevailing at the time of financial proposal opening

22. Prohibition of Conflicting Activities

The Tenderer shall not engage and shall cause their Personnel as well as their Sub-Tenderer(s) and their Personnel not to engage, either directly or indirectly, in any business or professional activities which would conflict with the activities assigned to them under this Contract.

23. Termination

Either party may terminate the said contract in case of occurrence of any of the events specified in the contractual document. In such occurrence with just cause shall give a thirty (30) day written notice period to the other party.

23.1

- a) If the tenderer do not remedy a failure in the performance of their obligations under the contract, within thirty (30) days after being notified within any further period as Council may have subsequently approved in writing.
- b) If the tenderer become insolvent or bankrupt.
- c) If the tenderer, in the judgment of Council has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.
- d) If, as the result of Force Majeure, the Tenderer are unable to perform a material portion of the Services for a period of not less than sixty (60) days.
- e) If Council, in its sole discretion and for any reason whatsoever, decides to terminate this Contract.
- f) If the tenderer fail to comply with any final decision reached because of

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arbitration proceedings.

24. Termination at the instance of the tenderers

The tenderers may terminate this Contract, by not less than thirty (30) days' written notice to Council, such notice to be given after the occurrence of any of the events specified in the contract.

- a) If Council fails to pay any money due to the tenderers pursuant to this Contract and not subject to dispute pursuant to failure to make payments on the agreed time limits hereof within forty-five (45) days after receiving written notice from the tenderers that such payment is overdue.
- b) If, as the result of Force Majeure, the tenderers are unable to perform a material portion of the Services for a period of not less than sixty (60) days.
- c) If the Council fails to comply with any final decision reached because of arbitration pursuant to this contract.

25. Payment upon Termination

Upon termination of this Contract Council shall make the following payments to the Tenderer:

- a) Payment pursuant to services satisfactorily performed prior to the effective date of termination.
- b) Except in the case of termination pursuant to paragraphs (a) through (c), and reimbursement of any reasonable cost incidental to the performance of the contract.

26. Obligations of the tenderers

Standard of Performance

The tenderers shall perform the Services and carry out their obligations hereunder with all due diligence, efficiency and economy, in accordance with generally accepted professional standards and practices, and shall observe sound management practices, and employ appropriate technology and safe and effective equipment, machinery, materials and methods. The tenderer shall always act, in respect of any matter relating to this Contract or to the Services, as faithful advisers to Council, and shall always support and safeguard Council's legitimate interests in any dealings with tenderer (s) or third Parties.

27. Insurance

The tenderer (s) shall take out and maintain, and shall cause any Sub-Tenderer(s) to take out and maintain, at their (or the Sub-Tenderers', as the case may be) own cost but on terms and conditions approved by Council, insurance against the risks, and for the coverage, as shall be specified in the Special Conditions of Contract; and (b) at Council's request, shall provide evidence to Council showing that such insurance has been taken out and maintained and that the current premiums have been paid.

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SECTION 7. SPECIAL CONDITIONS OF CONTRACT

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

GCC clause reference	Special Conditions of Contract
	The Procurement Reference Number is: Tender No.07 of 2024/2025
	The Eligible Countries are those listed in Section 5 of the Request for Proposals Document.
GCC 6.	Member in Charge: The Member in Charge is:
GCC 12.1	Contract Documents: Other documents forming part of the contract are: TOR SOP Instruction to Consultant Data Sheet Annexures to this Contract
GCC 7.	Authorised Representatives: The Authorised Representatives are: for the Procuring Entity: Town Clerk/CEO, Mr. Babsy Mavuso for the Consultant:.....
GCC 1.1	Law: The Contract shall be governed by the Laws of Eswatini.
GCC 3.	Notices: The addresses for Notices are: for the Procuring Entity: Physical Address: Nhlangano Town Council, at Cnr. King George Str. & Ndwandwe ave Town/City: Nhlangano P. O. Box No: P.O. Box 888,Nhlangano Country: Eswatini Telephone: (00268)2207 81642 Email: info@ntc.co.sz For the Consultant Physical Address:

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GCC clause reference	Special Conditions of Contract
GCC 11.2	Commencement: The Period within which the Services shall have commenced is on/before July 2025 after contract signing.
GCC 18.1	Dispute settlement: Dispute settlement shall be in accordance with the Alternative Dispute Resolution Process under the Laws of Eswatini.
GCC 12	Completion of the Services: The Period within which the Services shall have been completed following commencement of the Services is: after four months
GCC 21	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 21	The Contract is a..... (Lump Sum, Time based contract, etc).
GCC 21	Documentation for Payment: The following documentation shall be required to support invoices requesting payments: Procuring Entity shall make EFT payments promptly, in no case later than 30 days after submission of an invoice and a statement accompanied by the Consultant banking details.
	Payment Schedule: The payment schedule shall be: To be confirmed with Consultant.
	Advance Payment Guarantee: None
	Payment Period: the Procuring Entity shall make Payment within thirty (30) days of receipt and certification of the invoice accompanied by supporting documents and within thirty (30) days in the case of the final payment.
GCC 13.	Price variation: The Contract Price including the remuneration rates is not subject to price variation for fluctuations in market, commodity or other variable rates.
GCC 8.	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 27.	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

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GCC clause reference	Special Conditions of Contract
	(vi) Other
GCC 22	Restrictions on the use of Deliverables: The future use of deliverables are restricted as follows:

**SECTION 8
SPECIAL CONDITION OF CONTRACT**

AGREEMENT

For Lump Sum/Time Based Contracts

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

WHEREAS

- (a) the Procuring Entity has requested the Consultant to provide certain consultancy services (hereinafter called the “Services”) as defined herein and attached to this Contract:
- (b) the Consultant having represented to the Procuring Entity that it has the required professional skills, personnel and technical resources, has agreed to provide the Services on the terms and conditions set forth in this Contract.

NOW THEREFORE the parties hereto agree as follows:

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

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

Signed by(Authorized Representative of the Procuring Entity)

Name: Position:

In the presence of:

Name: Position:

Signed by (Authorized Representative of the Consultant)
Name: Position:

In the presence of:
Name: Position:

Disclaimer

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