













9. Your proposal should be submitted as per the following:

**(i) PRICES:**

The financial proposal shall be inclusive of all expenses deemed necessary by the Individual Consultant for the performance of the contract.

**(ii) EVALUATION AND AWARD OF THE CONTRACT:**

Request for Proposal determined to be formally compliant to the requirements will be further evaluated technically.

A Proposal is considered compliant to the requirements if:

(1.) It fulfils the formal requirements (see Paragraphs 2,3,4,5,6,7 and 8 above),

(2.)The financial proposal does not exceed the maximum available budget for the contract.

The award will be made to the applicant who obtained the highest technical score. Request for Proposals not obtaining a minimum score of 70% will be rejected.

**(iii) VALIDITY OF THE PROPOSAL:**

Your Proposal should be valid for a period of 90 days from the date of deadline for submission indicated in Paragraph 6 above.

10. The assignment is expected to commence within one (1) week from the signing of the contract.

## ANNEX 1: TERMS OF REFERENCE

### 1.0 INTRODUCTION

- 1.1 Consultants are invited to submit Technical Proposal and Financial Proposal for consulting services to develop and assist with the implementation of an Integrated Development Plan (IDP) for the Town of Ezulwini. The proposals will be the basis for contract negotiations and ultimately for a signed Contract with the selected Consultant.
- 1.2 This RFP document is not a recommendation, offer or invitation to enter into a contract, agreement or any other arrangement in respect of the services. The provision of the services is subject to observance of selection process and appropriate documentation being agreed between the Council and any successful Consultant as identified by the Council after completion of the selection process.
- 1.3 Consultants should familiarise themselves with local conditions and take them into account in preparing their Proposals. Consultants are encouraged to visit the Council before submitting their Proposals. Consultants should contact the Council Representative to arrange their visit or to obtain additional information and or clarifications.

**Town Clerk**

**Ezulwini Municipality**

**P. O. Box 344**

**Ezulwini**

**H106**

**Tel: +26824162531      Cell: +26876025048**

**[vusim@ezulwini.co.sz](mailto:vusim@ezulwini.co.sz)**

- 1.4 Consultants should ensure that the Council Representative is advised of the visit in adequate time to allow them to make appropriate arrangements.
- 1.5 Consultants shall bear all costs associated with the preparation and submission of their proposals and contract negotiation. The Council 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.

#### **CONFLICT OF INTEREST:**

- 1.6 The Council requires that Consultants provide professional, objective, and impartial advice and at all times hold the Council's interests paramount, strictly avoid conflicts with other assignments or their own corporate interests and





should observe the highest standard of ethics, values, code of conduct, honesty and integrity while executing the assignment.

**1.7** Without limitation on the generality of the foregoing, the Consultant shall be considered to have a conflict of interest and shall not be recruited, under the circumstance below:

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

1.7.2 Consultants have an obligation to disclose any situation of actual or potential conflict that impacts their capacity to serve the best interest of the Council, 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.

**FRAUD AND CORRUPTION:**

**1.8** The Council requires that and their agents (whether declared or not), personnel and sub-Consultants observe the highest standard of ethics during the selection and execution of the required Services. In pursuance of the above, the Council defines the terms set forth below as follows:

1.8.1 "**Corrupt Practice**" - is the offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party.

1.8.2 "**Fraudulent Practice**" - is any act or omission, including misrepresentation that knowingly or recklessly misleads, or attempts to mislead, a party to obtain financial or other benefit or to avoid an obligation.

1.8.3 "**Collusive Practices**" - is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party.

1.8.4 "**Coercive Practices**" - is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party.

1.8.5 The Council will reject a proposal for award if it determines that the Consultant recommended for award has, directly or through an agent,



engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices in competing for the contract in question.

**PROPOSALS REQUIREMENTS:**

- 1.9 The consultants are invited to submit a Technical Proposal and a Financial Proposal.
- 1.10 Consultants may only submit one proposal. If a Consultant submits or participates in more than one proposal, such proposals shall be disqualified.
- 1.11 The Consultant's proposals shall be written in the English Language.
- 1.12 Consultants must submit the original and two copies of the Technical Proposal, and the original and two copies of the Financial Proposal.
- 1.13 Proposals 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.
- 1.14 The Consultant 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. The signed Technical and Financial Proposals shall be marked "ORIGINAL". The technical proposal must be submitted accompanied by the Technical Proposal Submission Form annexed hereto as Form A as well as the Declaration of Eligibility form attached as Form B.
- 1.15 The Technical Proposal shall be marked "ORIGINAL" or "COPY" as appropriate. All required copies of the Technical Proposals are to be made from the original. If there are discrepancies between the original and the copies of the Technical Proposal, the original governs.
- 1.16 The original and all copies of the Technical Proposal shall be placed in a sealed envelope clearly marked "**TECHNICAL PROPOSAL**". Similarly, the original and all copies of the Financial Proposal shall be placed in a sealed envelope clearly marked "**FINANCIAL PROPOSAL**" with a warning "**DO NOT OPEN WITH THE TECHNICAL PROPOSAL**".
- 1.17 The envelopes containing the Technical and Financial Proposals shall be placed into an outer envelope and sealed. The Council shall not be responsible for misplacement, losing or premature opening if the outer envelope is not sealed. These circumstances may be the case for Proposal rejection. If the Financial Proposal is not submitted in a separate envelop duly marked as indicated above, this will constitute grounds for declaring the Proposal non-responsive.



- 1.18** The Council shall open the Technical Proposal immediately after the deadline for their submission. The envelope with the Financial Proposal shall remain sealed and securely stored.
- 1.19** All proposals, including supporting documents, submitted to the Council become the property of the Council.
- 1.20** Proposals in response to this RFP shall be valid for ninety (90) days. At the end of the ninety (90) days, the proposal may be withdrawn at the written request of the Consultants. If the proposal is not withdrawn at that time it remains in effect until an award is made if approved.

## **2.0 CLARIFICATION AND AMENDMENTS OF RFP DOCUMENTS**

- 2.1** All queries relating to the RFP, technical or otherwise, must be either in writing or by email only and will be entertained by the Council only in respect of the queries received up to seven (7) days before the submission date. The Council will try to reply, without any obligation in respect thereof, every reasonable query raised by the Consultants in the manner specified.
- 2.2** At any time before the submission of proposals, the Council may for any reason, whether at her own initiative or in response to a clarification requested by an invited firm, amend the RFP. Any amendment shall be issued in writing through addenda which shall be sent by paper mail, email or facsimile to all invited consultants and will be binding on them. The Council may, at her discretion, extend the deadline for the submission of proposals if the amendment is substantial.
- 2.3** The Consultant should provide details of their email address as responses to queries will only be provided to the Consultant via email. If the Council in its sole and absolute discretion deems that the originator of the query will gain an advantage by a response to a question, then the Council reserves the right to communicate such response to all Consultants. The Council may in its sole and absolute discretion engage in discussion or negotiation with any Consultant (or simultaneously with more than one Consultant) after the RFP closes to improve or clarify any response.

## **3.0 RIGHT TO REJECT BIDS**

- 3.1** The Council reserves the absolute and unconditional right to reject the response to this RFP if it is not in accordance with its requirements and no correspondence will be entertained by the Council in the matter. The RFP is liable to be rejected if:

3.1.1 It is received after expiry of the due date and time.



- 3.1.2 It is not in conformity with the instructions mentioned in this RFP document.
- 3.1.3 It is not properly/duly signed.
- 3.1.4 It is received through Telex / Telegram/ Fax / E-mail.
- 3.1.5 It is incomplete including non-furnishing of the required documents.
- 3.1.6 It is evasive or contains incorrect information.
- 3.1.7 There is canvassing of any kind.
- 3.1.8 It is submitted anywhere other than the place mentioned in the RFP.

#### **4.0 PREPARATION OF PROPOSALS**

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

#### **4.2 Technical Proposal:**

- 4.2.1 The Technical Proposal shall not include any financial information.
- 4.2.2 While preparing the Technical Proposal, Consultants must give particular attention to the following:
  - (i) A brief description of the Consultant's work and an outline of recent experience on assignments of a similar nature. For each assignment the outline should indicate *inter alia*, the profile of the Consultant, duration of the assignment and the Consultant's involvement. Proof of competence on similar consultancy service provision with four contactable references.
  - (ii) Any comments or suggestions on the Scope of Work, a list of services and facilities to be provided by the Consultants.
  - (iii) A description of the proposed methodology and work plan for performing the assignment.
  - (iv) The list of the tasks and their timing (schedule of works)
  - (v) A recommendation of a software program to track and generate reports on the budget and strategy implementation.
  - (vi) A CV that is recently signed by the proposed professional Consultant submitting the proposal. Key information should



include the number of years working as a Consultant and the degree of responsibility held in various assignments.

- (vii) Submission of the wrong type of Technical Proposal will result in the Proposal being deemed non-responsive.
- (viii) The Proposal must remain valid for 90 days after the submission date.

#### **4.3 Financial Proposal:**

- 4.3.1 In preparing the Financial Proposal, consultants are expected to take into account the requirements and conditions outlined in the RFP documents.
- 4.3.2 The Financial Proposal should list all costs associated with the assignment including (i) remuneration of the Consultant and (ii) reimbursable expenses. These costs should be broken down by activity.
- 4.3.3 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.
- 4.3.4 Consultants shall express the price of their services in Emalangeni (SZL).
- 4.3.5 Proposal prices shall be in the form of a firm unit price for each item during the contract period.

#### **5.0 PROPOSAL EVALUATION**

- 5.1** From the time the proposals are opened to the time the Contract is awarded, the consultants should not contact the Council on any matter related to its Technical and/or Financial Proposal. Any effort by the Consultants to influence the Council in the examination, evaluation, ranking of Proposals, and recommendation for award of Contract may result in the rejection of the Consultants' Proposal.
- 5.2** Evaluators of Technical Proposals shall have no access to the Financial Proposals until the technical evaluation is concluded.
- 5.3** **Technical Proposal:** The evaluation committee shall evaluate the Technical Proposals on the basis of the responsiveness to the Terms of Reference. Each responsive Proposal will be given a technical score. A Proposal shall be rejected at this stage if it does not respond to important aspects of the RFP.



and particularly if it fails to achieve the required minimum technical score. Only consultants reaching a minimum score of 70% will be considered. The Evaluation Criteria shall be:

5.3.1	<i>Qualifications</i>	20%
5.3.2	<i>Specific Experience</i>	60%
5.3.3	<i>Adequacy of the proposed work plan and methodology in Responding to the terms of Reference</i>	10%
5.3.4	<i>References</i>	10%
	<b>Total</b>	<b>100%</b>

**5.4 Financial Proposal:** Following the ranking of technical proposals, selection is based primarily on quality.

**5.5 Public Opening:** After the technical evaluation is completed the Office shall inform the Consultants who have submitted proposals the technical scores obtained by their Technical Proposals, and shall notify those Consultants whose proposals did not meet the minimum qualifying mark or were considered non-responsive to the RFP and TOR, that their financial Proposals will be returned unopened after completing the selection process.

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

**5.7** 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 Constants shall be read aloud. 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 process read aloud and recorded.

**5.8** The final selection will be on the basis of quality. This shall consider only the scores for the technical proposals.

## **6.0 NEGOTIATIONS:**

**6.1** Negotiations will be held at the date and address to be specified by the Council. The invited Consultants will, as a prerequisite for attendance at the negotiations, confirm their availability. Failure in satisfying such requirements may result in the Council 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.



- 6.2 Technical Negotiations:** Negotiations will include a discussion of the Technical Proposal, the proposed technical approach and methodology, work plan and any suggestions made by the Consultants to improve the Terms of Reference. The Council and the Consultants will finalise the Terms of Reference, work schedule, logistics and reporting. The Council shall thereafter prepare minutes of negotiations which will be signed by the Council and the Consultants.
- 6.3 Financial Negotiations:** 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 Council'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.
- 6.4 Availability of Professional experts:** The Consultant will be selected on the basis of, among other things, an evaluation of proposed Professional qualification and experience required in the Proposal. Before contract negotiations, the Council will require assurances that the Consultant will be actually available. The Council 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.
- 6.5 Conclusion of Negotiations:** Negotiations will conclude with a review of the draft Contract. To complete negotiations the Council and the Consultant will initial the agreed Contract. If negotiations fail, the Council will invite the Consultant whose Proposal received the second highest score to negotiate a Contract.
- 6.6 Confidentiality:** Information relating to evaluation of Proposals and recommendations concerning awards shall not be disclosed to the Consultants who submitted the Proposals or to other persons not officially concerned with the process, until the publication of the intention to award Contract. The undue use by any Consultant of confidential information related to the process may result in the rejection of its Proposal and may be subject to the provisions of the Council's anti-fraud and corruption requirements.



## **SECTION 2: INSTRUCTION TO CONSULTANTS**

### **7.0 INTRODUCTION**

**7.1** The consultant will, by responding to the Council's RFP document, be deemed to have accepted the terms as stated in this RFP document.

### **7.2 RFP Closing Date**

RFP Response should be submitted to the officials indicated below not later than **12 noon, 03<sup>rd</sup> December, 2018**.

### **7.3 Submission to the Council**

Proposals should be submitted in a sealed envelope and deposited into the Tender Box located next to the Council's revenue offices at the following address as clearly stated in Part A, paragraph 5.

### **7.4 Submission will be valid if;**

Proposals are to be submitted in a sealed envelope and deposited into the Tender Box located next to the Council's revenue. Submission by Fax transmission or email is not allowed and will be considered invalid.

The proposal should be prepared in English language and in MS Word/Excel format.

### **7.5 Rejection of RFP**

The RFP response must contain all documents, information, and details required by this RFP. If the submission to this RFP does not include all the documents and information required or is incomplete or submission is through Fax mode or e-mail, the RFP is liable to be summarily rejected.

### **7.6 Late Submission**

It should be clearly noted that the Council has no obligation to accept or act on any reason for a late submitted response to the RFP. The Council has no liability to any person who lodges a late RFP response for any reason whatsoever, including RFP responses taken to be late only because of another condition of responding.

### **7.7 RFP Validity Period**

RFP responses will remain valid and open for evaluation according to their terms for a period of at least ninety (90) days from the RFP closing date.

### **7.8 Notifications**





The Council will notify the Consultant in writing as soon as practicable, about the outcome of the RFP evaluation process, through an intention of notice to award which will be sent directly to all consultants who submitted tenders by letter and, where appropriate, by fax or email; and, published on the SPPRA website.

### **7.9 Disqualification**

Any form of canvassing/lobbying/influence/query regarding short listing, status etc. will be a disqualification.

## **SECTION 3: SCOPE OF WORK**

### **8.0 INTRODUCTION**

The Ezulwini Municipality requires a competent and reputable consultant to undertake the preparation of the Ezulwini 30 years Integrated Development Plan (IDP) with a yearly implementation programme that will then be broken down to 10 years and the 5 years planning period and an annual budget. The 5 years planning period coincides with the term of office for Councillors who came into office in the year 2017 and will hold office for a period of 5 years. The 5-year plan will have to be broken down into yearly implementation plans that the Council will review and update yearly and will form the basis for the budget of Council. The Consultant is required to prepare the IDP in terms of this brief.

The preparation of the Ezulwini Municipality 30 year IDP is a process centred on public participation – the involvement of all stakeholders that are players in the planning and development of the Town of Ezulwini. The IDP is expected to bring together various economic, social, environmental, infrastructural, legal and spatial aspects of the City's development. This should take place in a way that enhances development and provides sustainable empowerment, growth and equity for the short, medium and long term. It should also guide the allocation of scarce resources to maximize effect and to ensure priorities are met especially in the six (6) wards of the Town of Ezulwini.

The broad scope of work therefore entails the following:

- a) The consultant will be expected to review all necessary documentation which include the following:
  - 2014 – 2019 IDP and progress reports
  - Town Planning Scheme and Structure Plan
  - Economic Development Strategy
  - Annual Operating Plan
  - Capital Improvement Plan



- Infrastructure Maintenance Plan
- National State of the Environment Report
- Environmental Management Policy
- National Disaster Management and Preparedness Strategy
- Waste Management Strategy
- HR Policies
- Rates Collection Policy and Strategy
- Wellness Policy

***All these documents will be made available to the consultant.***

- b) The Consultant will be expected to conduct the Customer Satisfaction Survey reports that will inform the budget priorities for the IDP.
- c) For purposes of external and internal scan (engagement with stakeholders), attend some meetings on agreement with the Town Clerk / Chief Executive Officer (CEO), including community and staff meetings and consider and incorporate submissions into the IDP.
- d) Develop a draft IDP document and present it to Council at a strategic planning meeting to be held in 2018 / 2019.
- e) Facilitate fully Council's strategic planning workshop to be held at a retreat at a suitable venue outside or within Eswatini, and attended by Councillors and Management;
- f) The Consultant will facilitate the workshop by:
  - i. Preparing the workshop programme;
  - ii. Providing a record of the proceedings of the workshop;
  - iii. Preparing a full report of the workshop.
- g) Incorporate all deliberations and resolutions reached at the retreat into the Final Draft of the IDP to be submitted to Management and Council by the end of March 2019. The Final Draft must have the following sections:
  - i. 30 Year IDP which will have the following sub-components to it, having duly considered the Town Planning Scheme/Structure Plan in preparation, National Poverty Reduction Strategy, and the National Disaster Preparedness and Management Strategy;
    - Capital Improvement Programme
    - Financial Viability Strategy
    - Institutional Development Plan (long term outsourcing plan)
    - High level 30-year implementation matrix for the IDP



- ii. 5-year IDP which will have the following sub-components to it having duly considered the Town Planning Scheme / Structure plan, Local Economic Development Strategy and the National Disaster Preparedness and Management Strategy, the National Poverty Reduction Strategy;
  - Annual Strategy Implementation plan for Council
  - Capital Improvement Plan
  - Financial Viability Strategy
  - Institutional Development Plan (focusing on the outsourcing of services)
  - Local Economic Development Plan
  - Disaster Preparedness and Management Plan
  - Detailed 5 – year implementation matrix for the IDP. The Consultant is expected to develop and recommend the best solution (software) which will be linked to subsequent monitoring of the IDP
  
- h) Prepare the annual budget for the 2019/2020 financial year with the annual implementation plan to be submitted to Council by the 15<sup>th</sup> January 2019.
  
- i) Implementation support
 

Recommend a software program for tracking and reporting on the budget and strategy implementation for the preparation of monthly, quarterly and annual reports. And assist in the development of individual Departmental plans from the main IDP document and assist the individual Departments to operationalize and the preparation of the monthly, quarterly and annual reports.
  
- j) Tracking implementation with the HODs and produce monthly, quarterly and annual reports on implementation progress, for the 2019 / 2020 financial year.
  
- k) Advise management and the Board on adjusting the IDP plan and the necessary resources.

## **9.0 FORM OF COMPLETED WORK**

The deliverables of this consultancy are:

- i. 2 copies of the 1<sup>st</sup> Draft annual budget to be presented and deliberated by Council
- ii. 2 copies of the Final annual budget
- iii. 2 copies of the 1<sup>st</sup> Draft IDP to be presented and deliberated to the Council
- iv. 3 bound hard copies of the final IDP
- v. Soft copies of the IDP and Reports at all stages.
- vi. Monthly management reports
- vii. Quarterly management and board implementation progress reports
- viii. Annual management and Board reports

## **10.0 AWARD OF CONTRACT**



The contract will be awarded following a thorough evaluation exercise. After award the Client will promptly notify other Consultants that they were unsuccessful.

#### **11.0 CONFIDENTIALITY**

Information relating to evaluation of proposals and recommendations concerning awards shall not be disclosed to the consultants who submitted the proposals or to other persons not officially concerned with the process, until the intention to award the tender is communicated to the evaluated consultants and SPPRA.

#### **12.0 VALIDITY**

This tender will remain valid for ninety (90) days after the submission date. The Client will make its best effort to complete evaluation and award within this period. If the Client wishes to extend the validity period of the proposals, the consultants who do not agree have the right not to extend the validity of their proposals.

#### **13.0 INDEMNIFICATION**

The tenderer that will be awarded this particular tender will have to sign an indemnity agreement with the Municipality.

#### **14.0 OBLIGATIONS OF THE CONSULTANT**

##### **i. Taxes and Duties**

The Consultants shall be liable for the payment of income and applicable taxes, duties and other imposition as may be levied under the laws and regulations of the Kingdom of Eswatini.

##### **ii. Work Permits**

The Consultant shall comply with all Labour and Immigration Laws and Regulation of the Kingdom of Eswatini.



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**FORM A: BID SUBMISSION FORM [n Company Letterhead]**

**To:**

**The Chief Executive Officer / Town Clerk  
Ezulwini Town Council  
Mpumalanga Crescent  
Plot Number 1 Mountain View Township  
P.O. Box 344  
Ezulwini**

**Dear Sir,**

I, the undersigned, offer to provide services to the Authority in accordance with the Request for Proposals dated **01<sup>st</sup> November 2018** and our Proposal. We are hereby submitting this quotation/proposal.

I hereby declare that all the information and statements made in the proposal are true and accept that any misinterpretation contained in it may lead to disqualification.

We undertake, if my proposal is accepted, to initiate the services related to the assignment. We understand that the Ezulwini Municipality is not bound to accept the lowest or any proposal.

Yours sincerely,

**Authorized Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Name and Title of Signatory:** \_\_\_\_\_

**Name of Service provider:** \_\_\_\_\_

**Email Address:** \_\_\_\_\_

**Business Address:**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_



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**FORM B: DECLARATION OF ELIGIBILITY FORM [In Company Letterhead]**

**To:**

**The Chief Executive Officer / Town Clerk**

**Ezulwini Town Council**

**Mpumalanga Crescent**

**Plot Number 1 Mountain View Township**

**P.O. Box 344**

**Ezulwini**

**Dear Sirs:**

**Tender Reference: 17 of 2018/2019**

I hereby declare that: -

- a. I am 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;
- b. I have fulfilled our obligations to pay taxes and social security contributions;
- c. I 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 directors police clearances are attached; and
- d. I do not have a conflict of interest in relation to the procurement requirement.

**Authorized Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Name and Title of Signatory:** \_\_\_\_\_



## FORM C: CURRICULUM VITAE [Insert Full Name]

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1. **Family name:** [insert name]
2. **First names:** [insert names in full]
3. **Date of birth:** [insert the date]
4. **Nationality:** [insert the country of countries of citizenship]
- 
5. **Physical address:** [insert the physical address]
6. **Postal address:** [insert postal address]
7. **Phone:** [insert phone and mobile number]
8. **E-mail** [insert email address(es)]

### 9. Education

Institution: [Date from – Date to]	Degree(s) or Diploma(s) obtained:
[Indicate the month and the year]	[Insert the name and degree / diploma and speciality / major]
[Indicate the month and the year]	[Insert the name and degree / diploma and speciality / major]
[Indicate the month and the year]	[Insert the name and degree / diploma and speciality / major]

(3.) **Language skills:** (Indicate competence on a scale of 1-5) [1 – excellent; 5 basic]

Language	Reading	Speaking	Writing
[Insert the language]	[Insert the no.]	[Insert the no.]	[Insert the no.]
[Insert the language]	[Insert the no.]	[Insert the no.]	[Insert the no.]
[Insert the language]	[Insert the no.]	[Insert the no.]	[Insert the no.]

(4.) **Membership of professional bodies;** [indicate the name of professional body]

(5.) **Other skills:** [Insert the skills]

(6.) **Present position:** [Insert the position]

(7.) **Years of Experience:** [Insert the number]

(8.) **Key qualifications:** (Relevant to the assignment)



[Insert the key qualifications]

**(9.) Specific experience in the region:**

<b>Country</b>	<b>Date from - Date</b>
[Insert the country]	[Indicate the month and the year]
[Insert the country]	[Indicate the month and the year]
[Insert the country]	[Indicate the month and the year]





## FORM D: FINANCIAL PROPOSAL TEMPLATE

From: [Please indicate full name]

Date: \_\_\_\_\_

Signature: \_\_\_\_\_

Reference: Tender No. 17 of 2018 / 19

Herewith I confirm my intent on provision of services in accordance with Terms of Reference.

Given the above, please see below my financial proposal and its breakdown.

### A. Budget and IDP Preparation Financial Proposal

Description of services / travel expenses	Amount (SZL)
<b>Total fee for completion of services</b>	
<b>Total travel expenses</b>	
<b>Grand Total</b>	

\* Please indicate travel destination and number of days for travel.

### B. Post Submission of the IDP – Preparation of Monthly, Quarterly and Annual Reports

Description of Services / Travel Expenses	Amount SZL
Preparation of monthly departmental report (per month / Department)	
Preparation of quarterly Departmental report (per quarter / Department)	
Preparation of annual Council report	
<b>Total</b>	

Prices should be in SZL and include all expenses related to the assignment. The Consultant is responsible for payment of all relevant taxes.



**ANNEX 2: Form of Contract**

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

**CONTRACT**

THIS CONTRACT ("Contract") is entered into this .... day of December 2018 by and between the **Ezulwini Municipality** ("client") having its principal place of business at **Lot 1 Mountain View Township and .....** ("the Consultant") having its principal office located in.....

WHEREAS, the Ezulwini Municipality wishes the Consultant to perform the services hereinafter referred to, and

WHEREAS, the Supplier is willing to perform these services,

NOW THEREFORE THE PARTIES hereby agree as follows:

- 1. Services**
- (i) The Consultant shall perform the services specified in the, "Terms of Reference and Scope of works," which is made an integral part of this Contract ("the Services").
  - (ii) The Consultant shall perform the Consulting Services.
  - (iii) The Consultant shall submit to the Ezulwini Municipality the reports in the form and within the time periods specified in the Scope of Works.

**2. Term** The Consultant' shall perform the Services during the period commencing on the .....December 2018 and continuing until ..... 2018, or any other period as may be subsequently agreed by the parties in writing.

**3. Payment**

A. Ceiling

For Services rendered pursuant to the agreed contract sum the Ezulwini Municipality shall pay the Consultant 'an amount not to exceed ..... This amount has been established based on the understanding that it includes all of the Consultant's costs and profits as well as any tax obligation that may be imposed on the Consultant.

B. Schedule of Payments

The schedule of payments is specified below:

- i) 25% of the total ....., on receipt and acceptance, by the Client of the first Draft IDP from the Consultant;



- ii) 25% of the total....., on receipt and acceptance of the annual budget documents, by the Client, from the Consultant; and
- iii) 50% of the total....., on receipt and acceptance of the final IDP with annual budget documents, by the Client, from the Consultant.

C. Payment Conditions

Payment shall be made in Emalangeneni, no later than 30 days following submission by the Consultants of invoices in duplicate to the Coordinator.

**4. Project Administration**

A. Coordinator.

The Ezulwini Municipality designates Mr. Vusi Matsebula, as the Ezulwini Municipality's Coordinator; the Coordinator will be responsible for the coordination of activities under this Contract, for acceptance and approval of the reports and of other deliverables by the Ezulwini Municipality and for receiving and approving invoices for the payment.

B. Reports.

The reports listed in Paragraph 9, "Form of completed work" shall be submitted in the course of the assignment, and will constitute the basis for the payments to be made under paragraph 3.

**5. Performance Standards**

The Consultant undertakes to perform the Services with the highest standards of professional and ethical competence and integrity. The Consultant shall promptly replace any employees assigned under this Contract that the Ezulwini Municipality considers unsatisfactory.

**6. Confidentiality**

The Consultant shall not, during the term of this Contract and within two years after its expiration, disclose any proprietary or confidential information relating to the Services, this Contract or the Ezulwini Municipality's business or operations without the prior written consent of the Ezulwini Municipality.

**7. Ownership of Material**

Any studies, reports or other material, graphic, software or otherwise, prepared by the Consultant for the Ezulwini Municipality under the Contract shall belong to and remain the property of the Ezulwini Municipality. The Consultant may retain a copy of such documents and software.

**8. Consultant shall Not to be Engaged in**

The Consultant agrees that, during the term of this Contract and after its termination, the Supplier and any entity affiliated with the Consultant shall be disqualified from providing goods, works or



**Certain Activities**

services (other than the Services and any continuation thereof) for any project resulting from or closely related to the Services.

**9. Insurance**

The Consultant will be responsible for taking out any appropriate insurance coverage.

**10. Assignment**

The Consultant shall not assign this Contract or sub-contract any portion of it without the Ezulwini Municipality's prior written consent.

**11. Law Governing Contract and Language**

The Contract shall be governed by the laws of the Kingdom of Eswatini, and the language of the Contract shall be English.

**12. Resolution of Disputes**

Any dispute arising out of the Contract, which cannot be amicably settled between the parties, shall be referred to adjudication/arbitration in accordance with the laws of the Kingdom of Swaziland.

**13. Non-performance**

Should the Consultant fail and/or neglect to fulfill any of its obligations as laid down, articulated and/or expected in terms of the Terms of Reference of the consultancy service and the Contract of Award, the Municipality shall be entitled to cancel the contract, without prejudice to all damages that may be claimed by the Municipality, if the defaulting party fails to remedy the default within 7 (seven) working days after receiving notice to perform its obligations and/or remedy such default as the case may be.

The Municipality reserves the right to withhold a whole or portion of the initial mutually agreed payment, if performance is unsatisfactory in regard to the agreed Terms of Reference and contract of Award which shall include the unsatisfactory execution of services to be rendered or if the services and/or output fail to meet any agreed specifications and/or deadlines.

**Signed at Ezulwini on this the..... day of December 2018.**

**FOR THE EZULWINI MUNICIPALITY**

**FOR CONSULTANT**

Signed by \_\_\_\_\_

Signed by \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

**As witnesses:**

Signed by \_\_\_\_\_

Signed by \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_



## ADVERTISEMENT

### REQUEST FOR PROPOSAL (RFP): TENDER 17 OF 2018 / 19

#### SELECTION OF AN INDIVIDUAL CONSULTANT FOR: PREPARATION OF EZULWINI MUNICIPALITY INTEGRATED DEVELOPMENT PLAN (IDP), STRATEGIC PLAN AND YEARLY IMPLEMENTATION PROGRAMME

The Ezulwini Municipality intends to appoint a suitably qualified Integrated Development Plan (IDP) Preparation and Strategic Management Consultant to carry out an Integrated Development Plan (IDP) Preparation and Implementation assignment for the Ezulwini Urban Local Authority.

Ezulwini Municipality is therefore inviting Individual Consultants to submit their Technical and Financial Proposal for the services described above. Tender documents with a detailed terms of reference and scope of work can be obtained from the Ezulwini Municipality Offices during working hours (0800 – 1645 hours) from the cash office at a non – refundable fee of E200.00 (Two Hundred Emalangenani only) from **Thursday 01<sup>st</sup> November 2018**. Tender documents can also be obtained through the email: [patiencev@ezulwini.co.sz](mailto:patiencev@ezulwini.co.sz) and payment can be made through electronic banking to the Municipality account.

#### Eligibility

To be eligible for consideration for this proposal, a tenderer should provide in its proposal the documents specified, including the following;

- v) An original / valid Tax Compliance Certificate
- vi) Police Clearance
- vii) Proof of official purchase and payment of the Tender document
- viii) Proof of Competence on Similar Consultancy Service Provision (Four contactable references)

#### Proposals submission

Proposals should be submitted in plain sealed outer envelope and clearly marked “Proposal – RFP 17 of 2018/19” The original and two copies of the technical proposal should put in an envelope and clearly marked, “*Request for Proposal – Technical Proposal: RFP 17 of 2018/19 - Preparation of EZULWINI MUNICIPALITY Integrated Development Plan (IDP), Strategic Plan and Yearly Implementation Programme. Do Not Open before 12:00 noon (Eswatini time) on the 03<sup>rd</sup> December 2018*” and addressed to:

**The Town Clerk,  
Ezulwini Town Council,  
Mpumalanga Crescent,  
Plot No.1. Mountain View Township,  
P.O. Box 344,  
Ezulwini.**



The Ezulwini Municipality reserves the right to accept or reject any proposal without giving reasons thereof and does not bind itself to accept the lowest or any tender.

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**V. Matsebula**  
**Town Clerk / Chief Executive Officer**

