The Kingdom of Eswatini

Mankayane Town Board

REQUEST FOR PROPOSAL (RFP) DOCUMENT

FOR

UPGRADE OF SAGE 50/ PASTEL PARTNER TO AN INTEGRATED MUNICIPAL ERP SOLUTION

Subject of Procurement:	**Upgrade Of Sage 50/ Pastel Partner to an Integrated Municipal ERP Solution**
Procurement Reference Number:	**RFP/MTB/05/2026/27**
Date of Issue:	**27 November 2026**
Date of Submission:	**19 January 2027**
Participation:	**National**

PREFACE

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

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

This Request for Proposals (RFP) shall be used to procure Consultancy Services above E500, 000.
The sale of this tender document to potential consultant(s) is discouraged.

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

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

Table of Contents

Section 1. Instructions to Consultants **5**

Section 2. Proposal Data Sheet **33**

Section 3. Evaluation Methodology and Criteria **40**

Section 4. Proposal Forms **50**

Section 5. Eligible Countries **71**

Section 6. Statement of Requirements **72**

Section 7. General Conditions of Contract **79**

Section 8. Special Conditions of Contract **80**

Section 9. Contract Forms **83**

Standard Invitation to Consultants

(Without Expression of Interest)

Invitation to Bid for UPGRADE OF SAGE 50/ PASTEL PARTNER TO AN INTEGRATED MUNICIPAL ERP SOLUTION

1. The Mankayane Town Board has allocated funds to be used for to bid for the Upgrade of Sage 50/ Pastel Partner to an Integrated Municipal ERP Solution.
2. The Entity invites your sealed proposals for the provision of the above services.
3. Bidding will be conducted in accordance with the Government of Eswatini's Public Procurement Act and Regulations 2020 and the procedures described in Part 1: Proposal Procedures.
4. You may obtain further information and inspect the proposal documents at the address given below at **7(a) from *0800am – 5:00pm*.** Tender documents in English may be purchased by interested consultant(s) from the address below at 8(a) upon payment of a non-refundable fee of ***E650.00*.** The method of payment will be through:

   Account Name: **Mankayane Town Board**

   Bank Name: **Nedbank (Riverstone Mall Branch - Manzini)**

   Account Number: **80000017896**

   Branch code: **360264**

   Ref: **TENDER NUMBER & COMPANY NAME**

   Please email proof of payment after processing payment to **payments@mankayane.co.sz**

   CC: accounts@mankayane.co.sz

5. Proposals must be delivered to the address below at 8(c) at or before ***11:00am 19 January 2027***. Late proposals shall be rejected. Proposals will be opened in the presence of the consultants' representatives who choose to attend at the address below at 8(d) at ***11:00am 19 January 2027.***

6. There shall not be a pre-proposal meeting.

7. Address and contact details:

(a)	Information about the proposal shall be accessed from:	Mankayane Town Board P.O. Box 388 Mankayane. Email: townclerk@mankayane.co.sz CC. accounts@mankayane.co.sz CC: procurement@mankayane.co.sz
(b)	Documents will be issued from:	Mankayane Town Board Website at www.mankayane.co.sz
(c)	Bids must be delivered to:	1st Floor Ministry of Housing & Ministry of Education Office Block, Cnr. Main Arterial/Hospital/Office Road Intersection Mankayane Sub Regional Government Offices, Administrative District MANKAYANE
(d)	Address of bid opening:	Same address in (c) above

8. Please inform us, upon receipt:

   (a) that you received the letter of invitation; and

   (b) whether you will submit a proposal alone or in association.

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

Activity	**Date**
a. Issue of invitation to tender letter	27 November 2026.
b. Pre-proposal meeting/ Site visit (where applicable)	N/A
c. Proposal closing date	19 January 2027.
d. Evaluation process	Within 10 days of closing date
e. Notification and publication of Notice of Intention to Award	Within 10 days of evaluation day
f. Contract Award	*After expiry of at least 10 working days from issuance of the Notice of Intention to Award.*

Signature:

Name:

Position of Authorised Official:

PART 1 – Proposal Procedures

Section 1: Instructions to Consultants

Table of Clauses

A.	**General**	**7**
1.	Scope of Proposal	7
2.	Source of Funds	7
3.	Corrupt Practices	7
4.	Eligible Consultants	9
5.	Conflict of Interest	10
B.	**Request for Proposals Document**	**12**
6.	Contents of Request for Proposals Document	12
7.	Clarification of Request for Proposals Document	13
8.	Amendment of Request for Proposals Document	13
C.	**Preparation of Proposals**	**13**
9.	Cost of Proposals	13
10.	Language of Proposal and Communications	14
11.	Preparation of Proposals	14
12.	Joint Ventures, Associations and Sub-contracting	14
13.	Professional Staff	15
14.	Technical Proposal	15
15.	Financial Proposal	16
16.	Proposal Prices	18
17.	Currencies of Proposal	18
18.	Documents Establishing the Eligibility of the Consultant	18
19.	Documents Establishing the Qualifications of the Consultant	19
20.	Period of Validity of Proposals	19
21.	Format and Signing of Proposal	19
D.	**Submission and Opening of Proposals**	**20**
22.	Sealing and Marking of Proposals	20
23.	Deadline for Submission of Proposals	21
24.	Late Proposals	21

VERIFIED ESPPRA

25. Withdrawal and Replacement of Proposals 21
26. Proposal Opening 22

E. Evaluation of Proposals 23

27. Confidentiality 23
28. Clarification of Proposals 23
29. Compliance and Responsiveness of Proposals 24
30. Nonconformities, Errors, and Omissions 25
31. Preliminary Examination of Proposals – Eligibility and Administrative Compliance 26
32. Detailed Evaluation 26
33. Opening of Financial Proposals 27
34. Conversion to Single Currency 28
35. Margin of Preference 28
36. Financial Comparison of Proposals 28
37. Determination of Best Evaluated Proposal 29
38. Post-qualification of the Consultant 29
39. Negotiations 29

F. Award of Contract 30

40. Award Procedure 30
41. Procuring Entity's Right to Accept or Reject Any or All Proposals 30
42. Signing and effectiveness of the Contract 30
43. Debriefing 31
44. Procurement Related Complaints and Administrative Review 31
45. Abnormal Low and Abnormally High Prices 31

SECTION 1. INSTRUCTIONS TO CONSULTANTS

A. General

1. Scope of Proposal

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

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

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

1.4 Throughout this Request for Proposals Document:

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

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

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

2. Source of Funds

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

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

3. Corrupt Practices

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

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

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

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

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

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

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

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

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

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

3.4 In pursuit of the policy defined in Sub-clause 3.1, . the Code of Ethical Conduct for Consultants and Providers as provided in the bidding forms shall be signed by the Consultant and submitted together with the other bidding forms. The Government of Eswatini may suspend a Consultant from engaging in any public procurement or

process for a period determined by the Eswatini Public Procurement Regulatory Agency (herein referred to as the Agency), where the Consultant is suspended from the procurement processes of an international agency of which Eswatini is a member.

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

4. Eligible Consultants

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

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

(b) the Consultant is not:

(i) insolvent;

(ii) in receivership;

(iii) bankrupt; or

(iv) being wound up

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

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

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

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

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

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

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

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

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

5. Conflict of Interest

5.1 The Eswatini Public Procurement Regulatory Framework requires that Consultants provide professional, objective, and impartial advice and at all times hold the Procuring Entity's interests paramount, without any consideration for future work, and strictly avoid conflicts with other assignments or their own corporate interests. Consultants shall not be hired for any assignment that would be in conflict with their prior or current obligations to other Procuring Entities, or that may place them in a position of not being able to carry out the assignment in the best interests of the Procuring Entity.

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

(a) have controlling shareholders in common; or

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

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

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

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

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

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

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

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

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

B. Request for Proposals Document

6. Contents of Request for Proposals Document

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

PART 1 Procurement Procedures

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

PART 2 Statement of Requirements

- Section 6. Statement of Requirements

PART 3 Contract

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

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

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

7. Clarification of Request for Proposals Document

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

8. Amendment of Request for Proposals Document

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

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

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

C. Preparation of Proposals

9. Cost of Proposals

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

10. Language of Proposal and Communications

10.1 The medium of communication shall be in writing.

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

10.3 Supporting documents and printed literature that are part of the proposal may be in another language provided they are accompanied by an accurate translation of the relevant passages in the language specified in ITC Sub-Clause 10.2, in which case, for purposes of interpretation of the proposal, such translation shall govern.

11. Preparation of Proposals

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

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

12. Joint Ventures, Associations and Sub-contracting

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

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

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

13. Professional Staff

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

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

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

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

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

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

13.7 The Procuring Entity will not consider substitutions unless both parties agree that undue delay in the procurement process makes such substitution unavoidable or that such changes are critical to meet the objectives of the assignment. If this is not the case and if it is established that key staff were offered in the proposal without confirming their availability, the proposal may be rejected.

14. Technical Proposal

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

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

(b) An outline of recent experience on assignments of a similar nature (Section 4.1.3). For each assignment, the outline should indicate, inter alia, the

profiles of the staff proposed, the duration of the assignment, the contract amount and the Consultant's involvement;

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

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

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

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

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

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

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

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

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

(m) Any additional information requested in the PDS.

14.2 The technical proposal shall not include any financial information.

15. Financial Proposal

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

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

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

(c) Breakdown of Fees (Section 4.2.3);

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

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

(f) Any additional information requested in the PDS.

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

(a) Fees

(b) Reimbursable expenditure

(c) Miscellaneous expenses

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

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

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

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

16. Proposal Prices

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

17. Currencies of Proposal

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

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

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

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

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

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

(c) utilise the rate of exchange specified by the Procuring Entity to express its offer in the currency required by the Procuring Entity. The source, date, and type of exchange rate to be used is indicated in ITC Clause 34.

18. Documents Establishing the Eligibility of the Consultant

18.1 To establish their eligibility in accordance with ITC Clause 4, Consultants shall complete the eligibility declarations in the Technical Proposal Submission Sheet,

included in Section 4, Proposal Forms and submit the documents required in Section 3, Evaluation Methodology and Criteria.

19. Documents Establishing the Qualifications of the Consultant

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

20. Period of Validity of Proposals

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

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

20.3 In exceptional circumstances, prior to the expiration of the proposal validity period, the Procuring Entity may request Consultants to extend the period of validity of their proposals. The request and the responses shall be made in writing. A Consultant may refuse the request. A Consultant granting the request shall not be required or permitted to modify its proposal.

21. Format and Signing of Proposal

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

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

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

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

D. Submission and Opening of Proposals

22. Sealing and Marking of Proposals

22.1 The original and all copies of the technical proposal shall be placed in a sealed envelope clearly marked "Technical Proposal," and the original and all copies of **the financial proposal in a separate sealed envelope clearly marked "Financial Proposal".** The envelopes shall be securely sealed in such a manner that opening and resealing cannot be achieved undetected.

22.2 The envelopes containing the technical and financial proposals shall:

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

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

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

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

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

22.5 The outer envelope shall:

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

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

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

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

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

23. Deadline for Submission of Proposals

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

23.2 The Procuring Entity may, at its discretion, extend the deadline for the submission of proposals by amending the Request for Proposals Document in accordance with ITC Clause 8, in which case all rights and obligations of the Procuring Entity and Consultants previously subject to the deadline shall thereafter be subject to the deadline as extended.

24. Late Proposals

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

25. Withdrawal and Replacement of Proposals

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

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

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

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

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

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

26. Proposal Opening

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

26.2 First, envelopes marked "WITHDRAWAL" shall be opened and read out and the envelope with the corresponding proposal shall not be opened but returned to the Consultant. No proposal withdrawal shall be permitted unless the corresponding withdrawal notice contains a valid authorisation to request the withdrawal and is read out at the proposal opening.

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

26.4 All technical proposals shall be opened one at a time, reading out: the name of the Consultant; and any other details as the Procuring Entity may consider appropriate. No proposal shall be rejected at the proposal opening.

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

26.6 The financial proposals shall remain sealed until the time and date notified for the opening of the financial proposals. Evaluators of technical proposals shall have no

access to the financial proposals until the detailed evaluation is concluded and the result established.

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

E. Evaluation of Proposals

27. Confidentiality

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

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

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

28. Clarification of Proposals

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

Procuring Entity in the evaluation of the financial proposals, in accordance with ITC Clause 31.4.

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

29. Compliance and Responsiveness of Proposals

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

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

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

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

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

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

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

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

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

30. Nonconformities, Errors, and Omissions

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

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

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

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

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

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

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

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

31. Preliminary Examination of Proposals – Eligibility and Administrative Compliance

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

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

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

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

(a) Technical Proposal Submission Sheet, including:

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

(ii) the correct validity date of the proposal

(b) separately sealed financial proposal;

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

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

32. Detailed Evaluation

32.1 The Procuring Entity shall technically evaluate the proposals on the basis of the Consultant's responsiveness to the Terms of Reference, applying the evaluation criteria, sub-criteria, and methodology specified in Section 3. A proposal shall be rejected at this stage if it does not respond to important aspects of the Terms of

Reference or if it fails to achieve any minimum technical score indicated in Section 3.

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

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

33. Opening of Financial Proposals

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

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

33.3 The financial proposal(s) shall be opened in the presence of the Consultants' representatives who choose to attend. The name of the Consultant, the technical score, and the proposal price(s) shall be read out and recorded when the financial proposal(s) are opened. The Procuring Entity shall prepare minutes of the public opening.

34. Conversion to Single Currency

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

35. Margin of Preference

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

36. Financial Comparison of Proposals

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

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

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

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

(a) the proposal price;

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

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

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

37. Determination of Best Evaluated Proposal

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

38. Post-qualification of the Consultant

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

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

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

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

39. Negotiations

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

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

F. Award of Contract

40. Award Procedure

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

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

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

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

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

42. Signing and effectiveness of the Contract

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

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

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

43. Debriefing

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

44. Procurement Related Complaints and Administrative Review

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

45. Abnormal Low and Abnormally High Prices

45.1 Abnormally Low Prices

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

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

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

46.1 Abnormally High Prices

46.1.1 An abnormally high price is one where the proposal price, in combination with other constituent elements of the proposal, appears unreasonably too high to the extent that the Procuring Entity is concerned that it (the Procuring Entity)

may not be getting value for money or it may be paying too high a price for the contract compared with market prices or that genuine competition between Consultants is compromised.

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

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

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

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

SECTION 2: PROPOSAL DATA SHEET

Instructions to Consultants Reference	Data relevant to the ITC
A. General	
ITC 1.1	The Procuring Entity is: Mankayane Town Board
ITC 1.3	**Subject:** The subject of the procurement is: Upgrade of Sage 50 / Pastel Partner to an Integrated Municipal ERP Solution
ITC 1.3	**Reference:** The Procurement Reference Number is: RFP/MTB/05/2026/27
ITC 4.2	**Joint Ventures:** The individuals or firms in a joint venture, consortium or association ***shall*** be jointly and severally liable.
ITC 5.4	**Downstream work:** The Procuring Entity envisage the need for continuity for downstream work.
B. Request for Proposals Document	
ITC 7	**Clarification:** For clarification purposes only the Procuring Entity's address is: Attention: The Town Clerk Physical Address: 1st Floor Ministry of Housing & Ministry of Education Office Block, Cnr. Main Arterial/Hospital/Office Road Intersection Mankayane Sub Regional Government Offices, Administrative District; MANKAYANE Email: accounts@mankayane.co.sz CC. townclerk@mankayane.co.sz CC. procurement@mankayane.co.sz The Procuring Entity will. respond to any request for clarification provided that such request is received no later than 7 days prior to the deadline.
C. Preparation of Proposals	
ITC 10.1	**Medium:** The medium of communication shall be in writing.

Instructions to Consultants Reference	Data relevant to the ITC
ITC 11.1	**Submission Method:** The proposal submission method shall be physical. Submission Method (Important-Read Carefully): Bidders must submit **TWO (2) SEPARATE PROPOSALS**, namely: • Technical Proposal • Financial Proposal NB: Technical and Financial Proposals must NOT be combined in one envelope. Combining them will result in DISQUALIFICATION. **TECHNICAL PROPOSAL** The Technical Proposal shall be submitted as follows: • One (1) original hard copy, two (2) copies, which must be an identical copy of the original • The Technical Proposal must be placed in a sealed envelope clearly marked: **-TECHNICAL PROPOSAL TENDER NUMBER: RFP/MTB/05/2026/27** **-TENDER NAME: UPGRADE OF SAGE 50 / PASTEL PARTNER TO AN INTEGRATED MUNICIPAL ERP SOLUTION** **-NAME OF THE BIDDING COMPANY / FIRM** **FINANCIAL PROPOSAL** The Financial Proposal shall be submitted as follows: • One (1) original copy, and One (1) copy which must be an identical copy of the hard original • The Financial Proposal must be placed in a sealed envelope clearly marked: **-TECHNICAL PROPOSAL TENDER NUMBER: RFP/MTB/05/2026/27** **-TENDER NAME: UPGRADE OF SAGE 50 / PASTEL PARTNER TO AN**

Instructions to Consultants Reference	Data relevant to the ITC
	INTEGRATED MUNICIPAL ERP SOLUTION **-NAME OF THE BIDDING COMPANY / FIRM** **OUTER ENVELOPE** **THE SEALED TECHNICAL PROPOSAL ENVELOPE AND SEALED FINANCIAL PROPOSAL ENVELOPE, MUST BE ENCLOSED IN ONE SEALED OUTER ENVELOPE CLEARLY MARKED**: -TENDER NUMBER: **RFP/MTB/05/2026/27** -TENDER NAME: **UPGRADE OF SAGE 50 / PASTEL PARTNER TO AN INTEGRATED MUNICIPAL ERP SOLUTION** -NAME OF THE BIDDING COMPANY / FIRM
ITC 11.2	**Pre-Proposal meeting:** A Pre-Proposal meeting **will not** be held. Date: .....N/A..... Time :.....N/A..... Address for Pre-Proposal meeting: ..... The contact details of the Procuring Entity's official(s) are: Name and position: .....N/A..... Physical Address: .....N/A ..... Telephone: .....N/A..... Telephone: ..... N/A..... E mail: ..... N/A.....
ITC 12.1	**Joint ventures:** Short-listed Consultants **shall** be permitted to associate with individual Consultants or other Consultants or entities in a joint venture.

Instructions to Consultants Reference	Data relevant to the ITC
ITC 12.2	Prior to granting approval to enter into a joint venture, the Procuring Entity **shall not** conduct an assessment of Consultants not invited for this assignment.
ITC 13.1	**Estimated Man Months:** 3 months with post-implementation optimisation
ITC 14.1(m)	**Additional information in Technical Proposal:** Additional information required in the Technical Proposal includes: **N/A**
ITC 15.1 (f)	**Additional information in Financial Proposal:** Additional information required in the Financial Proposal includes: **N/A**
ITC 15.3	**Price Breakdown:** The Financial Proposal **may be** broken down into the price for each Activity.
ITC 15.4	**Taxes:** The Financial Proposal **shall** indicate taxes etc as a separate amount.
ITC 16.1	**Prices:** The prices quoted by the Consultant shall be **Lilangeni.**
ITC 17.1 (a)	**Currency:** For Services originating in Eswatini the currency of the proposal shall be:
ITC 17.1 (b)	**Currency:** For Services originating from outside of Eswatini the currency of the proposal shall be: **converted to Lilangeni.**
ITC 20.1	**Validity:** Proposals must remain valid for **120 days from submission deadline.**
ITC 21.1	**Tender Security or Tender Securing Declaration:** A Tender Security or Tender Securing Declaration ***shall not*** be required.
ITC 21.2	**Validity of Tender Security or Tender Securing Declaration:** The Tender Security or Tender Securing Declaration shall be valid until: **N/A**
ITC 22.1	**Number of Copies:** In addition to the original of the technical and financial proposal, the number of copies of each required is: **Two (2) copies.**

Instructions to Consultants Reference	Data relevant to the ITC
ITC 22.2	**Form of Authorisation:** Power of Attorney or a Notarised Power of Attorney if signed outside Eswatini.
D. Submission and Opening of Proposals	
ITC 24.1	**Proposal Submission:** For proposal submission purposes only, the Procuring Entity's address is : Physical Address: 1st Floor Ministry of Housing & Ministry of Education Office Block, Cnr. Main Arterial/Hospital/Office Road Intersection Mankayane Sub Regional Government Offices, Administrative District; MANKAYANE The deadline for proposal submission is: Date: 19 January 2027**.** Time (local time): **11:00am**
ITC 27.1	**Proposal Opening:** The proposal opening for the technical proposal shall take place at: Physical Address: 1st Floor Ministry of Housing & Ministry of Education Office Block, Cnr. Main Arterial/Hospital/Office Road Intersection Mankayane Sub Regional Government Offices, Administrative District; MANKAYANE Date: 19 January 2027**.** Time (local time): **11:00am**
ITC 33.2	**Interviews:** Interviews ***shall not*** be held. Key Staff/staff to be interviewed: N/A Anticipated method/mode of Interviews: N/A Anticipated date of Interviews: N/A
E. Evaluation of Proposals	

Instructions to Consultants Reference	Data relevant to the ITC
ITC 35	**Exchange Rate:** The currency that shall be used for financial comparison purposes to convert all proposal prices expressed in various currencies into a single currency is: The source of exchange rate shall be: The Central Bank of Eswatini. The date for the exchange rate shall be: 14 January 2027.
ITC 36.1	**Margin of Preference:** A margin of preference ***shall not*** apply.
ITC 45.1	The procedures for making a Procurement-related Complaint are detailed in the ESPPRA website https://esppra.co.sz If a Consultant wishes to make a Procurement-related Complaint, the Consultant shall submit its complaint following these procedures, in writing (by the quickest means available, that is by email), to: **Title/position**: The Town Clerk **Procuring Entity**: Mankayane Town Board **Email address***: townclerk@mankayane.co.sz* *CC: procurement@mankayane.co.sz* In summary, a Procurement-related Complaint may challenge any of the following: 1. the terms of the Bidding Documents; and 2. the Procuring Entity's decision to award the contract. In summary, a Procurement-related Complaint may challenge any of the following: 1. the terms of the Bidding Documents; and 2. the Procuring Entity's decision to award the contract.

Instructions to Consultants Reference	Data relevant to the ITC
	Complaints Mechanism: A tenderer seeking administrative review may be required to pay a fee, in accordance with Public Procurement Regulations, 2020. • *Complaint submission process:* application shall be submitted in writing to the controlling officer: The Town Clerk P. O. Box 388 Mankayane Email: townclerk@mankayane.co.sz • *Applicable timelines:* this must be submitted within 10 working days of when the tender submission **or** when tenderer became aware of circumstances giving rise to the application for review, whichever comes earlier. • *Response Periods:* the controlling officer or Chief Executive Officer of the procuring entity shall- (a) immediately institute an investigation; (b) ensure that no contract award is made prior to completion of the review process; and, (c) issue a written decision, within **ten working days** after the submission of the application**.** • *Escalation Procedure:* Where- (a) the controlling officer or Chief Executive Officer does not issue a decision within the period specified in section 47(4)(c); or, (b) the tenderer is not satisfied with the decision of the controlling officer or Chief Executive Officer; a tenderer may seek administrative review in accordance with section 49 of the Public Procurement Regulations, 2020. *Right to seek administrative review:* An application for administrative review in accordance with section 48 of the Public Procurement Regulations 2020, shall be submitted in writing to the Agency.

SECTION 3. EVALUATION METHODOLOGY AND CRITERIA

A Evaluation Methodology

1. Methodology Used

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

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

2. Summary of Methodology

The evaluation shall be conducted in three sequential stages –

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

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

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

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

B Preliminary Examination Criteria

3. Eligibility Criteria

3.1 The eligibility requirements shall be determined for: -

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

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

	Eligibility Requirement	Documentary Evidence to be Provided by the Consultant
(a)	The Consultant has legal capacity to enter into the contract	i) Company profile ii) Portfolio with at least 3 relevant trade references iii)Certified copy of Form J & Certified copy of Form C iv)Certified copy of Certificate of Incorporation or Registration v) Certified copy of Trading License for the current year Or equivalent
(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	i) Recent three years audited financial statements or similar ii) Bank Confirmation Letter: confirmation to provide financial assistance. Or equivalent
(c)	The Consultant has fulfilled its obligations to pay taxes	Certified copy of valid Tax Compliance Certificate issued by Tax Regulator Or equivalent

(d)	The Consultant has fulfilled its obligations to social security contributions	Certified copy of Eswatini National Provident Fund Compliance Certificate. Or equivalent
(e)	The Consultant adheres to basic labour legislation	Certified copy of Labour Compliance Certificate Or equivalent
(f)	The Consultant does not have a conflict of interest in relation to the procurement requirement	A written declaration signed by the authorised representative of the consultant.
(g)	The Consultant, or any of its directors or officers, have not been convicted of any criminal offence relating to professional conduct or the making of false statements or misrepresentations as to its qualifications to enter into a procurement contract within a period of five years preceding the commencement of procurement proceedings	Police Clearance for ALL company Directors (not older than 3 months) Or equivalent
(h)	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

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

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

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

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

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

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

(b) a Power of Attorney from each member of the JV nominating a Representative in the JV and a Power of Attorney from the JV nominating a representative who shall have the authority to conduct all business for and on behalf of any and all the parties of the JV during the bidding process and, in the event the JV is awarded the Contract, during contract execution.

4. Administrative Compliance Criteria

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

Detailed Evaluation Criteria

5. Technical Criteria

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

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

<table>
<tr><th>Criteria</th><th>Maximum Points</th></tr>
<tr><td>1. Specific Experience of the firm relevant to the assignment - The Service Provider must provide evidence of having successfully implemented ERP systems, including experience with Sage 200 or equivalent ERP solutions.
Proven track record of completing similar contracts - Supply 3 reference letters (including contact details of Client/Company Name, Telephone Number, and Email

• 3 to 5 years, 3 to 4 similar assignments (7 pts)
• 1 to 2 years, 1 to 2 similar assignments (3 pts)
• 0 years, No relevant similar assignments (0 pts)

NB: Mankayane Town Board reserves the right to contact and visit any of the referenced clients listed.</td><td>10</td></tr>
<tr><td>2. System Demonstration & Presentation – Bidders will be requested to make a presentation as part of the evaluation process to show their understanding of municipal operations, the functional maturity of the proposed ERP software, and their ability to transition data seamlessly from Sage 50/ Pastel Partner.

<table>
<tr><th>Evaluation Sub-Criterion</th><th>Assessment Focus</th><th>Maximum Points</th></tr>
<tr><td>a. Functional Fit and Municipal Modules</td><td>Live demonstration of core municipal workflows: rates/billing management, general ledger, procurement/supply chain, asset register, and budget vote controls (preventing unauthorized overspending).</td><td>7</td></tr>
<tr><td>b. Data Migration and System Integration</td><td>Clear demonstration of the technical methodology for migrating historical balances, customer records, and audit trails from Sage 50 / Pastel Partner without data loss or prolonged downtime, plus API/banking/payment gateway integration.</td><td>5</td></tr>
<tr><td>c. Reporting, Audit Trail and Compliance</td><td>Ease of generating real-time statutory financial reports (IPSAS/IFRS compliant), automated audit logs, user role permissions, and management dashboards.</td><td>4</td></tr>
<tr><td>d. User Experience & Implementation</td><td>Intuitiveness of the user interface for non-technical</td><td>4</td></tr>
</table>
</td><td>20</td></tr>
</table>

Readiness	municipal staff, clarity of the proposed change-management/training approach, and responsiveness during Q&A. (*Ease of use for municipal staff, clarity of the staff training plan, and ability to answer questions clearly during Q&A.*)			

3. Appropriateness of the Proposed Methodology & Work Plan - Adequacy of the Proposed Approach and Methodology in responding to the Terms of Reference. (10) — **25**

Sub criteria	Max Points	Performance requirements
A. Understanding of the ToR	*2*	*Shows a clear grasp of the objectives, scope, context and expected deliverables; identifies key issues and challenges*
B. Technical approach and methodology	*4*	*Describes how each ToR task/activity will be carried out; methods, tools and techniques are appropriate, logical and specific to the assignment (not generic)*
C. Work plan and sequencing	*2*	*Activities, milestones and deliverables are logically sequenced and realistic; timeframes align with the ToR; roles and responsibilities are clear*
D. Risk management and quality assurance	*2*	*Identifies realistic risks and assumptions with mitigation measures; explains quality control, stakeholder engagement and reporting arrangements*

Workplan - Project Implementation plan for meeting or exceeding the requirements of the Terms of Reference, clearly outlining all deliverables which provides the details that would indicate the order and timing of activities to be carried out. (15)

Sub criteria	Max points	Performance requirements
A. Completeness of activities and deliverables	*4*	*All tasks and deliverables required by the ToR are listed and clearly defined; nothing is omitted; any value-adding deliverables beyond the ToR are identified.*
B. Sequencing and logic	*3*	*Activities follow a logical order; dependencies and critical path are identified; milestones and review points are clear.*
C. Timing and realism of schedule	*3*	*A detailed timeline (e.g. Gantt chart) with durations, start and end dates; consistent with the ToR timeframe; realistic given scope and resources.*
D. Resource allocation and responsibilities	*3*	*Team members and their roles are assigned to specific activities; level of*

		effort is adequate; client responsibilities and inputs are stated.		
E. Monitoring, reporting and quality control	*2*	*Progress tracking, reporting schedule, approval points and risk management arrangements are described.*		

4. Relevant Qualifications and Experience of the Key Personnel — **25**

The Service Provider shall deploy suitably qualified personnel

including:

Project Manager: *Minimum six (6) years project-management experience implementing similar systems; degree in Accounting, Information Systems, Information Technology or related field; demonstrable management of at least two (2) projects that included migration or implementation of municipal valuation-roll/property data*

- ***Senior / Team Lead:*** *Minimum four (4) years' experience implementing similar ERP/municipal solutions for a local municipality; minimum Diploma in Accounting or equivalent relevant qualification; demonstrated finance, billing and implementation capability.*
- ***ERP Functional Consultant:*** *Bachelor's degree in Information Systems, Accounting, Finance, Supply Chain Management, Business Administration, or related field; minimum 5 years' experience in ERP functional configuration and implementation (Finance, Procurement, HR, Payroll, etc.); experience in at least three (3) ERP implementations. (10)*
- ***Technical Systems Specialist/ERP Developer:*** *Minimum five (5) years relevant experience in ERP technical implementation, systems integration, database administration, transactional data migration, APIs/interfaces and report development; minimum bachelor's degree in computer science, Information Technology, Software Engineering or a related field; demonstrable technical involvement in at least three (3) ERP*

APIs, and reporting; experience in at least three ERP implementations. (10)

NB: Attach Certified Copy of Academic Certificates and detailed CV's

Local municipal references: *Evidence of at least three (3) completed or operational local-municipality assignments involving municipal finance, billing, ERP and/or payroll, with client contact details and reference letters or completion evidence*

5. Quality assurance — **10**

- ***Detect & Error management –*** *The bidder shall provide a formal and documented defect and error management process covering the entire implementation lifecycle, including system configuration, data migration, integration testing, User Acceptance Testing, training, go-live and post-implementation support.*

Sub criteria	Max points	Performance requirements
A. Formal and documented process	*3*	*A written procedure, not just a statement of intent. It covers the defect workflow (identify, log, classify, assign, fix, retest, close), a defect tracking tool, templates or sample logs, and severity/priority definitions*
B. Coverage of the full implementation lifecycle	*3*	*The process is applied to all seven stages named in the requirement: configuration, data migration, integration testing, UAT,*

		training, go-live and post-implementation support, with stage-specific handling		
C. Roles, escalation and response times	*2*	*Clear ownership at each step, an escalation path, target response and resolution times per severity level, and the client's role in confirming fixes and closure*		
D. Reporting, root cause analysis and improvement	*2*	*Regular defect reports and dashboards, root cause analysis for critical or recurring defects, lessons learned, and preventive action feeding back into the project*		
Participation of Swati Company Local Experts and skills transfer, inclusion of Swati professionals and skills transfer plan. Scoring Guide • 6 - 10 points: more than 50% local participation • 0 – 5 points: less than 50% local participation				**10**
Total:				**100 points**

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

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

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

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

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

The weights given to the Technical (T) and Financial (P) Proposals are:

T = ___ *80,* and
P = ____20

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

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

D Financial Comparison Criteria

6. Financial Proposals for QBS, and SSS

Following the ranking of the Technical Proposals, when the selection is based on QBS the top-ranked Consultant is invited to negotiate the Contract. Only the Financial Proposal of the technically top-ranked Consultant is opened by the opening committee. All other Financial Proposals shall be returned unopened after the Contract negotiations are successfully concluded and the Contract is signed with the successful Consultant.

When the selection is based on the SSS method and if the invited Consultant meets the minimum technical score required passing, the financial proposal shall be opened and the Consultant invited to negotiate the contract.

7. Financial Proposals for QCBS, FBS, LCS

Following the ranking of the Technical Proposals, and after internal approvals, the Procuring Entity shall simultaneously notify in writing those Consultants whose Proposals were considered responsive to the RFP and TOR, and that have achieved the minimum qualifying technical score, advising them the following: (i) their Proposal was responsive to the RFP and TOR and met the minimum qualifying technical score; (ii) provide information relating to the Consultant's overall technical score, as well as scores obtained for each criterion and sub-criterion;(iii) their Financial Proposal will be opened at the public opening of Financial Proposals; and (iv) notify them of the date, time and location of the public opening and invite them for the opening of the Financial Proposals.

8. Combined Quality and Cost Evaluation

a. Quality and Cost Based Selection (QCBS) Method

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

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

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

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

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

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

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

Section 4. Proposal Forms

Table of Contents

4.1 Technical Proposal – Standard Forms

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

4.2 Financial Proposal - Standard Forms

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

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

4.1.1 Technical Proposal Submission Sheet

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

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

To: [insert complete name of Procuring Entity]

We, the undersigned, declare that:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

3.1.2 CODE OF ETHICAL CONDUCT IN BUSINESS FOR CONSULTANTS

1. Ethical Principles

Consultants and providers shall at all times-

(a) maintain integrity and independence in their professional judgement and conduct;

(b) comply with both the letter and the spirit of-

i. the laws of Eswatini; and

ii. any contract awarded.

(c) avoid associations with businesses and organisations which are in conflict with this code.

2. Standards

Consultants and providers shall-

(a) strive to provide works, services and supplies of high quality and accept full responsibility for all works, services or supplies provided;

(b) comply with the professional standards of their industry or of any professional body of which they are members.

3. Conflict of Interest

Consultants and providers shall not accept contracts which would constitute a conflict of interest with, any prior or current contract with any Procuring Entity. Consultants and providers shall disclose to all concerned parties those conflicts of interest that cannot reasonably be avoided or escaped.

4. Confidentiality and Accuracy of Information

(1) Information given by consultants and providers in the course of procurement processes or the performance of contracts shall be true, fair and not designed to mislead.

(2) Providers shall respect the confidentiality of information received in the course of performance of a contract and shall not use such information for personal gain.

5. Gifts and Hospitality

Consultants and providers shall not offer gifts or hospitality directly or indirectly, to staff of a Procuring Entity that might be viewed by others as having an influence on a government procurement decision.

6. Inducements

(1) Consultants and providers shall not offer or give anything of value to influence the action of a public official in the procurement process or in contract execution.

(2) Consultants and providers shall not ask a public official to do anything which is inconsistent with the Act, Regulations, Guidelines or the Code of Ethical Conduct in Business.

7. Fraudulent Practices

Consultants and providers shall not-

(a) collude with other businesses and organisations with the intention of depriving a Procuring Entity of the benefits of free and open competition;

(b) enter into business arrangements that might prevent the effective operation of fair competition;

(c) engage in deceptive financial practices, such as bribery, double billing or other improper financial practices;

(d) misrepresent facts in order to influence a procurement process or the execution of a contract to the detriment of the Procuring Entity; or utter false documents;

(e) unlawfully obtain information relating to a procurement process in order to influence the process or execution of a contract to the detriment of the PE;

(f) withholding information from the PE during contract execution to the detriment of the PE.

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

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

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

3.1.3 CONSULTANT'S REFERENCES

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

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

Consultant's Name: _____

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

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

4.1.4 COMMENTS AND SUGGESTIONS ON THE TERMS OF REFERENCE

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

A - On the Terms of Reference

{Improvements to the Terms of Reference, if any}

B - On Counterpart Staff and Facilities

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

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

4.1.5 DESCRIPTION OF THE METHODOLOGY FOR PERFORMING THE ASSIGNMENT

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

{Suggested structure of your Technical Proposal}:

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

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

b) ***Work Plan.***{Please outline the plan for the implementation of the main activities/tasks of the assignment, their content and duration, phasing and interrelations, milestones (including interim approvals by the Client), and tentative delivery dates of the reports. The proposed work plan should be consistent with the

technical approach and methodology, showing your understanding of the TOR and ability to translate them into a feasible working plan. A list of the final documents (including reports) to be delivered as final output(s) should be included here. The work plan should be consistent with the Work Schedule Form.}

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

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

4.1.6 TEAM COMPOSITION AND TASK ASSIGNMENTS

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

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

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

4.1.7 FORMAT OF CURRICULUM VITAE FOR PROPOSED PROFESSIONAL STAFF

CURRICULUM VITAE (CV)

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

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

_____

_____

_____

_____

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

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

Membership in Professional Associations and Publications:

_____

_____

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

_____

_____

_____

Adequacy for the Assignment:

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

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

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

{day/month/year}



Name of Expert Signature
Date

{day/month/year}



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

Signature

Date

4.1.8 FORMAT FOR CONFIRMATION OF AVAILABILITY OF KEY PROFESSIONAL STAFF

Subject of procurement:		Procurement reference number	

Consultant	

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

Confirmation

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

Signature: _____ Name: _____

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

4.1.9 ESTIMATED TIME SCHEDULE FOR PROFESSIONAL STAFF

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

Full-time: _____ Part-time: _____

Signature: _____

(Authorised Representative)

Full Name: _____ Title: _____

Consultant: _____

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

4.1.10 ACTIVITY (WORK) SCHEDULE

A. Technical Input

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

B. Completion and Submission of Reports and other Deliverables

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

4.1.11 DECLARATION OF ELIGIBILITY

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

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

Re Tender Reference …….

In accordance with the eligibility requirements of the Invitation to Tender documents we hereby declare that: -

(a) We, including any joint venture partners or consortium partners, are a legal entity and have the legal capacity to enter into the contract.

(b) We are not insolvent, in receivership, bankrupt or being wound up, our affairs are not being administered by a court or a judicial officer, our business activities have not been suspended and we are not the subject of legal proceedings for any of the foregoing.

(c) We have fulfilled our obligations to pay taxes and social security contributions.

(d) We declare that we adhere to basic labour legislation.

(e) We have not, and our directors or officers have not, been convicted of any criminal offence related to our/their professional conduct or the making of false statements or misrepresentations as to their qualifications to enter into a contract within a period of five years preceding the commencement of the procurement proceedings; and

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

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

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

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

Name_____ (In the capacity of) _____

Authorised Representative Signature_____ Date_____

3.2 FINANCIAL PROPOSAL – STANDARD FORMS

4.2.1 FINANCIAL PROPOSAL SUBMISSION SHEET

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

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

We, the undersigned, declare that:

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

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

Name and address of Recipient	**Purpose/ Reason**	**Currency and Amount**

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

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

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

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

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

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

4.2.2 SUMMARY OF PROPOSAL PRICE (BREAKDOWN OF LUMP SUM)

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

4.2.3 BREAKDOWN OF FEES

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

State activity name or total proposal:_____

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

4.2.4 BREAKDOWN OF REIMBURSABLES

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

State activity name or total proposal:_____
Currency:_____

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

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

4.2.5 BREAKDOWN OF MISCELLANEOUS EXPENSES

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

State activity name or total proposal:_____ Currency:
_____

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

SECTION 5. ELIGIBLE COUNTRIES

Procurement Reference Number:

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

A country shall not be eligible if:

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

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

PART 2 - Statement of Requirements

SECTION 6. STATEMENT OF REQUIREMENTS

6.1 Background

Mankayane Town Board (MTB) is an Urban Local Government (ULG) institution responsible for providing municipal services to property owners, businesses, and residents within the Mankayane area. The Board currently operates through five key departments: Finance, Community Services, Corporate Services, Engineering, and the Town Clerk's Office. These departments support a wide range of functions, including revenue billing and collection, financial management, procurement, payroll administration, customer service, budget formulation, reporting, and municipal operations.

The Board currently utilizes Sage 50 (Pastel Partner) for financial management and Pastel Payroll for payroll processing. While these systems have adequately supported operations over the years, they operate independently with limited integration, resulting in duplication of effort, fragmented reporting, manual reconciliations, delayed access to information, and inefficient business processes.

To address these challenges and support future growth, MTB intends to modernize its digital environment by implementing a fully integrated Enterprise Resource Planning (ERP) solution, with consideration being given to platforms such as Sage 200 Evolution Enterprise. The new ERP platform will consolidate financial management, supply chain management, human resources, payroll, customer relationship management, customer queries, and executive reporting into a single centralized system while preserving historical data from existing systems.

Expected ERP User Base

Functional Area	Estimated Users
Payroll & Human Resources	50 Users
Financial Management	5 Users
Supply Chain Management (SCM)	10 Users

6.2 Purpose of the Assignment

1) The purpose of the assignment is to appoint a suitably qualified and experienced service provider/consultant to deliver an integrated municipal ERP solution. The assignment comprises supply, configuration, implementation, migration, training, commissioning and support. The proposed accounting platform shall be Sage 200 Evolution or an equivalent enterprise accounting solution demonstrably capable of meeting the full requirements of this Terms of Reference. The payroll platform shall replace the existing Pastel Payroll system with PaySpace Payroll & HR or an equivalent payroll and HR solution

2) The ERP shall improve operational efficiency, financial management, accountability, service delivery, and decision-making through real-time information.

6.3 Objectives

1) The objectives of the ERP implementation are to:
2) Upgrade the existing Sage 50/Pastel Partner environment to a scalable municipal ERP platform.
3) Replace the existing Pastel Payroll environment with an integrated modern payroll and HR solution.
4) Ensure municipal rating and property billing processes are aligned with the Eswatini Rating Act and the Council's approved rating policies and tariffs.
5) Support financial accounting and reporting requirements consistent with IFRS and applicable public-sector/local-government reporting obligations.
6) Digitise management of valuation rolls, property master information, rate tariffs and property billing.
7) Strengthen procurement controls for requisitions, approvals, purchase orders, receiving, supplier invoices and payments while providing a scalable path to advanced procurement, tender and contract management.
8) Introduce structured client query and complaint management with an extensible path to citizen self-service in future years.
9) Migrate the required historical and current data at transaction level with complete reconciliation and audit evidence.
10) Improve procurement planning and controls.
11) The proposed ERP solution will provide a single source of truth across the municipality, improve operational efficiency, strengthen financial controls, enhance revenue management, automate workflows, improve reporting capabilities, and support informed decision-making through real-time access to information. The system must be scalable, secure, and capable of supporting the Municipality's future digital transformation initiatives.
12) Provide training, knowledge transfer, documentation and dependable post-implementation support.

6.4 Scope of Work

The successful bidder shall supply, configure, customize where necessary, implement, train users, migrate historical data and provide post implementation support. The ERP shall include, but not be limited to, the following modules.

Municipal Billing	The Billing module should include: 1) Property Information Management 2) Customer/Consumer Management 3) Property Valuation 4) Rates Billing

	5) Refuse Billing 6) Service Charges 7) Tariff Management 8) Billing Runs 9) Indigent Subsidy Billing 10) Customer Receipts 11) Account Enquiries 12) Clearance Certificates 13) Property Revaluations
Procurement and Supply Chain Management	The procurement module shall include: 1) Procurement Planning 2) Purchase Requisitions 3) Electronic Approval Workflow 4) Procurement Methods: RFQ/RFP - with or without EOI/Open Tender/Limited Tender Single Source 5) Supplier Database 6) Tender Management 7) Purchase Orders 8) Goods Received Notes 9) Supplier Performance Evaluation 10) Contract Management 11) Framework Agreements 12) Invoice Matching 13) Payment Authorization
	14) Procurement Reporting
Fixed Asset Management	The system shall provide: 1) Asset Register 2) Asset Coding 3) Barcode/RFID Tracking 4) Asset Location Management 5) Asset Transfers 6) Depreciation 7) Asset Maintenance 8) Asset Disposal 9) Insurance Register 10) Warranty Tracking 11) Asset Verification 12) Mobile Asset Audit

Payroll and Human Resource Integration (payspace)	• Replace the current Pastel Payroll with PaySpace Payroll & HR or an equivalent solution. • Employee master data, payroll processing, earnings, deductions, benefits and employer contributions. • Eswatini statutory calculations, deductions and reporting. • Payslips and standard payroll reports. • Leave balances, leave application and approval workflow. • Employee self-service for appropriate payroll and HR information. • Payroll control and variance reporting. • Integration or controlled payroll journals into the accounting general ledger. • Scalability to additional HR functionality such as performance management, training/skills records, disciplinary or incident management and organizational structures.
Customer Relationship Management (CRM)	The CRM module shall provide: 1) Client Relations 2) Complaint Management 3) Customer Feedback 4) SMS Notifications 5) Appointment Reminders 6) Call Logging 7) Community Outreach Tracking
Point of Sale (POS)	The POS shall support: 1) Cash Collections 2) Card Payments 3) Mobile Money 4) Multiple Cashiers 5) Daily Cash Reconciliation 6) Receipt Printing 7) Refunds 8) Revenue Reports 9) Integration with Accounts Receivable

Management Dashboards	The ERP shall provide dashboards for management including: 1) Revenue 2) Expenditure 3) Inventory 4) Procurement 5) Bed Occupancy 6) Revenue by Facility 7) Financial KPIs 8) Executive Dashboards
Business Intelligence	The ERP shall support: 1) Power BI Integration 2) Excel Integration 3) Scheduled Reports 4) Interactive Dashboards 5) Drill-down Reporting
System Requirements	The ERP should: 1) Be client/server-based 2) Support remote access 3) Support mobile devices functionality (e.g. leave application) 4) Role-based security 5) Multi-level approvals 6) Audit logs 7) High availability 8) Data encryption 9) Backup & Disaster recovery 10) Offline capability

porting, Controls, Security and Audit	• Role-based access and segregation of duties. • Configurable approval workflows. • User and transaction audit logs. • Operational dashboards and management reports. • Export to Excel and other common formats. • Report scheduling where supported. • Backup, restore, disaster-recovery and business-continuity procedures. • Secure remote access where required by the Council. • Scalable licensing and architecture to add users and functional modules over time.

6.5 Data Migration Requirements

Migration is a critical component of the assignment and shall be performed at transaction level rather than opening-balance-only migration.

Dataset	Minimum Migration Requirement
General Ledger	At least five (5) complete years of transactional General Ledger history, including journals and source references, together with current-year transactions up to cutover.
Customers / Debtors	At least two (2) years of detailed customer transactions plus opening balances, outstanding items, customer masters and relevant municipal billing history.
Suppliers / Creditors	At least two (2) years of detailed supplier transactions plus supplier masters, opening balances and outstanding items.
Property & Valuation Rolls	Current property master and applicable valuation roll data, including valuation values, classifications, ownership/ratepayer links and effective information necessary for billing.
Fixed Assets	Current asset register and agreed historical information required for accounting continuity.
Payroll	Employee masters and current-year take-on balances/history required for correct payroll continuity; detailed historical payroll approach to be agreed during analysis.
Audit & Reconciliation	Documented extraction, cleansing, mapping, trial migration, reconciliation, exception resolution, final migration sign-off and secure archiving of source data.

6.6 Migration Acceptance Criteria

General Ledger trial balance and control accounts reconcile to the approved Sage 50 source balances for every agreed conversion period.
Customer and supplier control accounts reconcile to their detailed sub-ledgers.
Opening and historical transaction totals are evidenced with signed reconciliation schedules.
Property totals and valuation-roll totals reconcile to approved Council source records.
A complete migration exception log is maintained, resolved or formally accepted before go-live.

6.7 Implementation Services

- Project mobilisation and inception.
- Detailed requirements validation and process mapping.
- Solution blueprint/design and configuration sign-off.
- System configuration and required municipal customisation.
- Integration design and implementation.
- Data extraction, cleansing, mapping, mock conversions and final migration.
- System integration testing and user acceptance testing.
- Role-based end-user, administrator and super-user training.
- Cutover planning and go-live readiness assessment.
- Go-live support followed by three (3) months of post-go-live hypercare support, combining agreed on-site assistance during the critical cutover period with structured remote support, issue tracking, stabilisation, knowledge transfer and resolution of implementation-related defects.
- Post-implementation optimisation, development, support and handover.

6.8 Expected deliverables:

- Approved inception report and detailed project plan.
- Requirements validation and solution blueprint.
- Configured and tested ERP, municipal billing, procurement, payroll/HR and CRM/query-management environment.
- Data migration strategy, mapping, trial migration results and signed reconciliation packs.
- Integration specifications and configured interfaces.
- UAT scripts, defect register and signed UAT acceptance.
- Training materials, attendance records and user/admin manuals.
- Cutover plan, go-live checklist and a detailed three-month post-go-live hypercare and stabilisation support plan, including support channels, response targets, issue escalation and reporting.
- System configuration and administrator documentation.
- Final project close-out, handover and outstanding-items register.

PART 3 - CONTRACT

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

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

SECTION 8. SPECIAL CONDITIONS OF CONTRACT

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

GCC clause reference	Special Conditions of Contract
	The Procurement Reference Number is: .....
GCC 1.2 (e)	The Eligible Countries are those listed in Section 5 of the Request for Proposals Document.
GCC 1.2(k)	**Member in Charge:** The Member in Charge is: .....
GCC 4.1(f)	**Contract Documents**: Other documents forming part of the contract are: .....
GCC 4.4	**Authorised Representatives:** The Authorised Representatives are: for the Procuring Entity: ..... for the Consultant: .....
GCC 5.1	**Law:** The Contract shall be governed by the Laws of Eswatini.
GCC 7.1	**Notices:** The addresses for Notices are: for the **Procuring Entity**: Physical Address: ..... Town/City: ..... P. O. Box No: ..... Country: ..... Telephone: ..... Email: ..... For the **Consultant** Physical Address: ..... Town/City: ..... P. O. Box No: ..... Country: ..... Telephone: ..... Email: .....
GCC 8.1	**Commencement:** The Period within which the Services shall have commenced is: .....
GCC 17.2	**Dispute settlement:** Dispute settlement shall be in accordance with the Alternative Dispute Resolution Process under the Laws of Eswatini.
GCC 18.1	**Completion of the Services:** The Period within which the Services shall have been completed following commencement of the Services is: .....
GCC 19.5(c)	**Further Assistance:** The Procuring Entity shall provide the following further assistance: .....

GCC clause reference	Special Conditions of Contract
GCC 20.1	**Counterpart Staff:** Counterpart Staff ..... be provided
GCC 21.2	**Payment currencies:** Payments shall be made in the currency or currencies of the contract price. The exchange rate for purposes of payment shall be the Central Bank of Eswatini exchange rate prevailing at the time of financial proposal opening
GCC 22.1	**The Contract is** a..... **(** *Lump Sum, Time based contract, etc*).
GCC 24.1	**Documentation for Payment:** The following documentation shall be required to support invoices requesting payments: .....
GCC 25.1	**Payment Schedule:** The payment schedule shall be: .....
GCC 26.1	**Advance Payment Guarantee:** An Advance Payment Guarantee ..... required. The period of validity of the Advance Payment Guarantee shall be: .....
GCC 27.1	**Payment Period:** Payment shall be made by the Procuring Entity within ..... days of receipt and certification of the invoice accompanied by supporting documents and within days in the case of the final payment.
GCC 31.5	**Additional provisions:** The additional provisions for Personnel time are: .....
GCC 32.1	**Price variation:** The Contract Price including the remuneration rates is not subject to price variation for fluctuations in market, commodity or other variable rates.
GCC 33.1	**Taxes and duties:** The Consultant ..... bear and pay all taxes, duties, and levies imposed on the Consultant, by all municipal, state or national government authorities:
GCC 34.5(c)	**The Procuring Entity's prior approval:** The Procuring Entity's prior approval is also required for: .....
GCC 36.1	**Joint Venture requirements:** The individuals or firms in a joint venture, consortium or association shall be jointly and severally liable.
GCC 38.3(b)	**Additional activities prohibited:** The following activities are prohibited:
GCC 39.3	**Total Liability:** The total liability under the Contract shall be the total contract value.
GCC 40.1	**Insurance taken out by Consultant:** The risks and coverage shall be:

GCC clause reference	Special Conditions of Contract
	(i) Third Party motor vehicle (ii) Third Party liability (iii) Employer's liability and workers' compensation (iv) Professional liability (v) Loss or damage to equipment and property (vi) Other
GCC 44.1	**Restrictions on the use of Deliverables:** The future use of deliverables are restricted as follows:
GCC 47.2	**Personnel entitlements:** The Key Personnel shall be entitled to payment for: .....

SECTION 9. CONTRACT FORMS

Table of Contract Forms

Agreement **84**
Advance Payment Security **86**

Agreement

For Lump Sum/Time Based Contracts

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

WHEREAS

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

(b) the Consultant having represented to the Procuring Entity that it has the required professional skills, personnel and technical resources, has agreed to provide the Services on the terms and conditions set forth in this Contract.

NOW THEREFORE the parties hereto agree as follows:

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

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

Signed by _____ (Authorized Representative of the Procuring Entity)

Name: _____ Position: _____

In the presence of:

Name: _____ Position: _____

Signed by _____ (Authorized Representative of the Consultant)

Name: _____ Position: _____

In the presence of:

Name: _____ Position: _____

Appendices

APPENDIX A STATEMENT OF REQUIREMENTS

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

APPENDIX B KEY PERSONNEL AND SUB-CONTRACTOR

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

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

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

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

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

APPENDIX C BREAKDOWN OF CONTRACT PRICE IN FOREIGN CURRENCY

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

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

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

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

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

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

APPENDIX D BREAKDOWN OF CONTRACT PRICE IN ESWATINI LILANGENI

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

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

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

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

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

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

Advance Payment Security

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

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

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

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

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

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

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

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

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

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

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

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

Disclaimer

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