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## **ESWATINI ENERGY REGULATORY AUTHORITY**

### **REQUEST FOR PROPOSAL**

#### **REVIEW AND DEVELOP A STAKEHOLDER MANAGEMENT STRATEGY AND IMPLEMENTATION PLAN**

**ESERA/RFP/10/2020-2021**

**FEBRUARY 2021**



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# 1 LETTER OF INVITATION

## REQUEST FOR PROPOSALS TO REVIEW AND DEVELOP A STAKEHOLDER MANAGEMENT STRATEGY AND IMPLEMENTATION PLAN- ESERA/RFP/10/2020-2021

Tenders are hereby invited from suitably qualified service providers to Review and Develop A Stakeholder Management Strategy and Implementation Plan for the Eswatini Energy Regulatory Authority (ESERA).

The Stakeholder Management Strategy aims to improve stakeholder participation so that it leads to more equitable and sustainable socio-economic development. It should give those who have a right to be heard an opportunity to be considered in the decision-making processes as well as to assist ESERA with determining material issues for sustainability management and reporting.

The Stakeholder Management Strategy and Implementation Plan will; enable better risk and reputation management, inform, educate and influence stakeholders in ways that can improve their decisions and actions, which will in turn have an impact on ESERA and society, empower ESERA's stakeholders to provide tangible feedback that will allow efficient and effective service provision and contribute to the development of trust-based and transparent stakeholder relationships in line with the ESERA's strategic objectives.

Terms of Reference of this tender may be accessed from the websites of Eswatini Public Procurement Regulatory Agency (ESPPRA) i.e. [www.sppra.co.sz](http://www.sppra.co.sz) and ESERA, [www.sera.org.sz](http://www.sera.org.sz)

The closing date for submission of tenders is **Monday, 26<sup>th</sup> March 2021 at 12H00**. Requests for clarifications close on 16<sup>th</sup> March, 2021 at 11H00.

Late, incomplete, telephoned or telegraphic tenders will not be considered. Tenders should be submitted with original receipt as proof of payment of a non-refundable tender fee of E350.00.

Completed tenders should be delivered, in a sealed envelope, into the tender box at the Reception of Eswatini Energy Regulatory Authority located at the First floor, RHUS Office Park, Karl Grant Street, Mbabane, Eswatini and should be clearly marked with the words:

### **TENDER NUMBER: ESERA/RFP/10/2020-2021: REQUEST FOR PROPOSALS TO REVIEW AND DEVELOP A STAKEHOLDER MANAGEMENT STRATEGY AND IMPLEMENTATION PLAN**

Any actions or tendencies that will be interpreted as an attempt to interfere with or influence the tendering process will result in immediate disqualification of the Tenderer. All enquiries relating to this tender may be addressed to Mr Nkambule Sikhumbuzo Tel No. 2404 2103/8425, Fax No. 24048474 e-mail: [nkambules@esera.org.sz](mailto:nkambules@esera.org.sz)

***ESERA does not bind itself to accepting the lowest or any proposal***



## 2 INTRODUCTION

- 2.1 The Eswatini Energy Regulatory Authority is a government parastatal that was established in terms of the Energy Regulatory Act of 2007. Since Eswatini Energy Regulatory Authority (ESERA) started operations, there has been no other regulator of its kind in the country and the rationale for electricity sector regulation had not been fully comprehended by many of the key stakeholders in the Eswatini Electricity Supply Industry. This has created a need for ESERA to look for opportunities to raise awareness about its existence, mandate, functions and responsibilities.
- 2.2 Studies that have been done recently show that ESERA is known for, among other roles, tariff review/hikes. This has created the perception that the Authority is concerned only about tariffs. ESERA, therefore, finds it necessary to raise awareness about its existence, functions and responsibilities. The Authority has and continues to experience a need to constantly interact, through communication, with stakeholders and the wider public informing them about its role. In order to perform this task efficiently and effectively, the Authority has to communicate and consult with all the relevant stakeholders in the electricity sector regarding their needs and expectations and also to participate in regulatory issues.
- 2.3 The Eswatini Energy Regulatory Authority (ESERA)'s Communications Framework enshrined in its Communication Strategy 2020–2023 was built under four pillars, namely: Awareness, Engagement, Responsiveness and Brand Repositioning. Accompanying the Communication Strategy is a Stakeholder Engagement Policy, which provides guidelines on how to go about developing, implementing and monitoring the Stakeholder Management Strategy and an Implementation Plan.

### **3 FUNCTIONS OF THE ESERA**

- 3.1 The functions of the ESERA are spelt out in the Energy Regulation Act,
  - 3.1.1 Issuing licenses to electricity undertakings;
  - 3.1.2 Regulate and approve tariffs, charges and conditions of services provided by licensed entities;
  - 3.1.3 Set quality of supply and service standards in the electricity industry;
  - 3.1.4 Promote interest of consumers whilst maintaining the integrity and sustainability of regulated entities;
  - 3.1.5 Promote consumer awareness and education on the electricity industry;
  - 3.1.6 Monitor levels and structures of competition, promote and establish controls to ensure competition in electricity production and distribution;
  - 3.1.7 Develop and enforce performance standards for the licensed activities and
  - 3.1.8 Receiving and investigating complaints from consumers
  
- 3.2 Further, in conjunction with other statutory authorities perform the following functions:
  - 3.2.1 In collaboration with the Competition Commission, ESERA monitors the levels and structures of competition within the energy sector;
  - 3.2.2 With the Eswatini Standards Authority, ESERA designs standards with regard to the quality, safety and reliability of supply of electricity; and

### **4 ROLE OF THE ESERA IN THE ENERGY SECTOR**

As the ESERA regulates the provision and supply of electricity to a wide range of consumer categories in Eswatini, it seeks to balance the needs of licensees against the needs of consumers. To that end, the ESERA has a responsibility to ensure that licensees earn a reasonable rate of return on their investments that is necessary to provide a quality service at affordable prices to the consumer.

## **5 CONSUMER AND STAKEHOLDER MANAGEMENT UNIT**

- 5.1 The ESERA has a Consumer and Stakeholder Management Unit, structured under the Legal Department, whose broad responsibilities are as follows:
- 5.1.1 To receive, investigate and seek to resolve complaints from energy consumers;
  - 5.1.2 To enhance the corporate image of the ESERA through developing and maintaining sound media relations; and
  - 5.1.3 To spearhead public education initiatives in order to raise awareness among members of the public using various outreach initiatives.

## **6 STAKEHOLDER MANAGEMENT STRATEGY & IMPLEMENTATION PLAN**

- 6.1 In order to ensure that the ESERA's stakeholder engagement initiatives are structured, guided and targeted as per the approved Stakeholder Engagement Policy and in line with the Corporate Communications Strategy, the Authority seeks to develop a Stakeholder Management Strategy through Consultative Workshops with identified Stakeholders, facilitated by a Communications / Stakeholder Management expert.

## **7 SCOPE OF WORK**

ESERA would like the Consultant to deliver the project in alignment with its Stakeholder Engagement Policy summarized as follows:

- 7.1 **Stakeholder Identification & Mapping**
- Identify the Stakeholder Managers internally
  - List all the stakeholders, both internal and external, under each Stakeholder Manager
  - Rate by order of priority each of the stakeholders (top five) and then focus on those through the use of a stakeholder matrix
  - Rate the relationship of each stakeholder with their Stakeholder Managers and cross check this with each stakeholder and reconcile
  - Define the communication needs and expectations, as well as the communication channels and frequency for each stakeholder
  - Set the target to grow the relationships to the highest level on a defined scale
  - Identify and recommend activities to build those relationships with the stakeholders
  - Develop a budget for execution of all the planned activities

## 7.2 Engagement, Monitoring & Evaluation Plan:

- Developing a structured programme for managing the stakeholders
- Assigning of responsibilities for the management of the various stakeholders in line with the programme
- Setting targets for the desired relationship with each stakeholder
- Developing structured, calendared and specific activities to manage the stakeholders
- Measuring and tracking progress on planned activities for managing the stakeholder relationships
- More detailed capturing of end-to-end processes, which is easy to understand and implement.

## 8 METHODOLOGY

To develop the ESERA's Stakeholder Engagement Framework and Strategy, the Consultant will follow the international best practice standard developed by Accountability (2015) using a broad-based, consultative and multi-stakeholder process. The AA1000 Stakeholder Engagement Standard (AA1000SES, 2015) is a generally applicable framework for the assessment, design, implementation and communication of quality stakeholder engagement. AA1000SES (2015) stipulates that successful engagement depends on understanding;

- Why an organisation is engaging (the purpose)
- What issues to engage on (the scope), and
- Who needs to be involved in the engagement (ownership, mandate, stakeholders)

Integration of stakeholder engagement into governance, strategy and operations require it to be used systematically and regularly across the organisation. If the stakeholder engagement strategy is aligned with ESERA's organizational objectives, it will improve performance by enabling learning from both the internal and external stakeholders, resulting in service and process improvements as well as improved reputation and risk management.

Once the purpose, scope and stakeholders have been established, the Consultant, in collaboration with the ESERA Consumer and Stakeholder Management Office, will then develop an implementation plan with a budget, which will be implemented by all Internal Stakeholder Managers as well as review and improve the stakeholder engagement activities. This will form part of the final product of this exercise.

The Consultant will then develop and recommend for ESERA Executive Committee (EXCO) approval, a tracking and monitoring tool for all stakeholder management activities as approved. These engagement activities as defined in the plan, will be included in the various Stakeholder Managers Performance Contracts and Departmental Scorecards, to ensure accountability and



proper monitoring. The Custodian for Tracking and Monitoring of the execution of the various stakeholder activities will be the Manager-Consumer and Stakeholder Management as defined by the ESERA Stakeholder Engagement Policy.

## **9 QUALIFICATIONS OF CONSULTANT**

- 9.1 The Consultant/firm to undertake the study shall possess relevant experience and expertise in the following areas:
  - 9.1.1 A demonstrable understanding of Communications/stakeholder engagement, experience in developing and implementing relationship/stakeholder management initiatives within the Eswatini context and culture;
  - 9.1.2 Knowledge in the use of various communication channels;
  - 9.1.3 Knowledge in developing and managing relations on behalf of Eswatini organizations;
  - 9.1.4 Experience in developing Engagement Strategies;
  - 9.1.5 The consultant should have experience in media studies, local political landscape, public relations or other related fields of study.
  - 9.1.6 Experience in developing monitoring and evaluation tools to measure the impact of stakeholder management activities; and
  - 9.1.7 Proof of similar (previous) work done for reputable organization(s).
  - 9.1.8 At the minimum, personnel required for this assignment must have at least a Master's Degree in Marketing, Mass Communication/Journalism, Public Relations or any related communication sciences.

## **10 REPORTING/SUPERVISION**

- 10.1 The consultant shall report to the Manager Consumer and Stakeholder Management on the day-to-day running of the study. The following reports shall be made available during and after the study:
  - 10.1.1 A Concept Note/Plan report outlining the approach;
  - 10.1.2 A draft revised Stakeholder Management Strategy that addresses primary and secondary outputs as stipulated in Terms of Reference;
  - 10.1.3 A draft reporting and monitoring tool
  - 10.1.4 A final report in five hard copies and one soft copy; and
  - 10.1.5 Any other reports as shall be agreed upon with the client at the concept stage of the study.

## 11 EVALUATION CRITERIA

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

(i)	Specific experience of the Consultants relevant to the assignment:	<b>15</b>
(a)	Experience of the firm in Stakeholder Engagement Strategy development and Implementation Plan	04
(b)	Assignment of similar nature	05
(c)	Experience in developing, conducting and Evaluating relationship management programmes	06
(ii)	Adequacy of the proposed methodology and work plan in responding to the Terms of Reference:	<b>30</b>
(a)	Technical approach and methodology	15
(b)	Work plan	10
(c)	Organization of work and staff	05
(iii)	Key professional staff qualifications and competence for the assignment:	<b>55</b>
a)	Team Leader	35
b)	Support Staff	20
	<b>Total weight:</b>	<b>100 points</b>

11.2 The minimum technical score required to pass is: **70 points**

### 11.3 Financial proposal evaluation

Financial proposals of bidders attaining the minimal score of 70 points will be opened during the evaluation. Financial proposals from consultants that have not attained the minimum technical score required of 70 points will be returned to bidders unopened.

The lowest cost financial proposal of a bidder who passed the technical evaluation will be awarded maximum points of 100, and then the following formula will be applied to remaining Bidders:

***Financial Score (Sf) = Lowest Bid Price / Bid Price under consideration \* 100***

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

$$S = St \times T\% + Sf \times P\%.$$



**Note:** The firm achieving the highest combined technical and financial score will be invited for negotiations.

If negotiations are unsuccessful, the next best evaluated bidder will be considered, the same process will apply until an agreement is reached.

11.4 The technical proposal shall carry 70% of the total weighting and the financial proposal shall carry 30%.

#### 11.5 **CONTRACT AWARD**

11.5.1 A bidder who scores the highest final score shall be selected as the preferred bidder and recommended for the award of the contract. Approval of award of contract does not constitute a contract award.

11.5.2 An intention of a notice to award in terms of the circular no.3 of 2015 issued by the Eswatini Public Procurement Authority shall be issued. The notice shall allow for a notice period of at least 10 working days from the despatch and publication of the notice before the award of the contract.

## 12 **INFORMATION TO BE SUBMITTED WITH PROPOSAL**

- 12.1 Power of Attorney
- 12.2 Certificate of Incorporation or equivalent
- 12.3 Original and Valid Tax Compliance Certificate or equivalent or a confirmation letter from relevant authorities in the jurisdiction of the consultant affirming exemption from holding the same.
- 12.4 Certified copy of original Trading Licence or equivalent, or a confirmation letter from relevant authorities in the jurisdiction of the consultant affirming exemption from holding the same.
- 12.5 Submission of a company current Form J or equivalent, endorsed by the Registrar of Companies.
- 12.6 Submission of a company current Form C or equivalent, endorsed by the Registrar of Companies
- 12.7 Submission of Labor compliance certificate or equivalent
- 12.8 The directors as listed in form C should provide certified copies of identity documents and police clearance.

**Note:** Omissions and non-conformance to any of the above conditions, or any conditions stated anywhere else in this document will lead to disqualification unless a waiver is allowed by the evaluation committee from ESERA.



## 13 DURATION

The whole exercise should be completed within a period of 42 days (6 weeks).

## 14 ENQUIRIES REGARDING DOCUMENTS

All enquiries must be directed in writing to the Manager-Consumer and Stakeholder Management, Eswatini Energy Regulatory Authority, and Telephone: +268 2404 2103 / 8425; Fax: +268 2404 8474 email: [nkambules@esera.org.sz](mailto:nkambules@esera.org.sz) (Mr Nkambule Sikhumbuzo).

## 15 SUBMISSION OF BIDS

The Proposal documents must be enclosed in a plain wrapped, sealed and clearly marked on the outside and deposited on the ESERA tender box situated at the reception.

**CONTRACT NO: ESERA/RFP/10/2020-2021 – REQUEST FOR PROPOSAL TO REVIEW AND DEVELOP A STAKEHOLDER MANAGEMENT STRATEGY AND IMPLEMENTATION PLAN FOR ESWATINI ENERGY REGULATORY AUTHORITY (ESERA))**

They must be delivered by the Date of Closure of Proposals to:

Eswatini Energy Regulatory Authority  
First Floor, RHUS Office Park  
Kar Grant Street  
**MBABANE**  
Eswatini

## 16 DEADLINE FOR SUBMISSION OF PROPOSALS

The deadline for submission of proposals is the 26<sup>th</sup> March 2021 at 12H00

*ESERA is not bound to accept the lowest bidder.*

### 16.1 Validity of Bids

Bids shall be valid for a period of 3 calendar months from the submission deadline.

### 16.2 Language of Bids

All bids must be written in English and be submitted in 3 hard copies (i.e., one original and two copies)

### 16.3 Currency of Bids

All bids must be denominated in Eswatini Lilangeni (SZL). Risks associated with exchange rates movements shall rest with the bidder.



## 17 CONTRACT TERMS AND CONDITIONS

### 17.1 Definitions

- 17.1.1 The clause headings in this Contract are used for convenience and reference purposes only and shall not be used in the interpretation nor be deemed to modify or amplify the terms of this Agreement or any clause thereof.
- 17.1.2 Unless the context clearly indicates a contrary intention, any words importing or connoting any gender includes all genders;
- 17.1.3 The singular included the plural and vice versa;
- 17.1.4 Natural persons include artificial person and vice versa and shall in the eventuality of a change in the Law in Eswatini to provide for the same, insolvency shall include judicial management;
- 17.1.5 The following expressions shall bear the meanings assigned to them below and cognate expression shall bear corresponding meanings: -
  - 17.1.5.1 *“ESERA “ means The Eswatini Energy Regulatory Authority, a Government parastatal established in terms of the Energy Regulatory Act, 2007 with its principal place of business at First Floor, RHUS Office Park, Karl Grant Street, Mbabane, Hhohho Region, for purposes of executing this agreement into binding force, herein represented by Vusumuzi Mkhumane, in his capacity as Chief Executive Officer, he being duly authorised to so representatively act herein and he too, hereby warranting his lawful authorisation to so act herein.*
  - 17.1.5.2 *The Consultant” means the entity that will be successful in the bid process.*
  - 17.1.5.3 *“The Parties” shall mean ESERA and the Consultant.*
  - 17.1.5.4 *“Day” means the period from one midnight to the next midnight in any day of the Gregorian calendar, other than a Sunday or any official public holiday within the Kingdom of Eswatini;*
  - 17.1.5.5 *“Commencement Date” means the date on which the last signature necessary to complete the formal signing of this agreement into existence is appended;*
  - 17.1.5.6 *“Project Manager” means a person appointed by ESERA to act as Project Manager for the purposes of this contract;*
  - 17.1.5.7 *“Contract Price” shall mean the fixed sum provided in the financial proposal of the successful bidder.*

- 17.1.6 Expressions or words defined in this agreement shall bear their ordinary meaning unless otherwise defined in this contract or by law.
- 17.1.7 Annexure to the Agreement shall be deemed to be incorporated into and to form part of the Agreement. Provided that in the event there is a conflict between a particular provision of the main body of this agreement and any annexure thereof, the provision in the main body of the agreement prevails and shall be deemed to state the final intention of the parties in that regard.
- 17.1.8 The terms of this agreement having been negotiated, the rule of construction that provisions are to be constructed against the Party drafting an agreement, or part of an agreement, or on whose behalf an agreement or part of an agreement has been drafted, shall not apply to this Agreement.

## **17.2 Commencement, Execution and Completion of the Project.**

### **17.2.1 Commencement**

The services to be carried under the Contract are to commence from the date of signature of the Contract.

- 17.2.2 In the event that any delay in the completion of the project is occasioned by any fault and/or delay by either party, the project shall be completed within such extended time frame as the parties may agree in writing; provided that both parties shall avoid any delays to the project.

## **17.3 Execution**

- 17.3.1 The project shall be executed during the contract period and completed by the Consultant on or before the completion date.
- 17.3.2 ESERA will appoint a person to be a Project Manager to administer the Contract on her behalf.
- 17.3.3 The Project Manager shall be the liaison person for ESERA and shall be responsible for directing the performance of this contract. The Consultant shall constantly report and/or update ESERA on progress of the project at all material times where necessary or when required to do so. The Consultant appoint will appoint a person to be a Liaison person for the Consultant.



## 17.4 Payment

17.4.1 When claiming payment, the Consultant shall submit an invoice to ESERA. The invoice shall be submitted together with supporting documentations, addressed to The Eswatini Energy Regulatory Authority.

17.4.2 ESERA shall make payments to the Consultant within 30 days of receipt of a valid invoice.

17.4.3 Payment shall be made to an account specified by the Consultant free of any deductions, save for withholding tax due under the tax laws of Eswatini; Provided that ESERA will provide the Consultant with all necessary documentation in order to enable the Consultant to claim any withholding tax withheld or deducted by ESERA on such invoice.

17.4.4 The payment terms shall be as follows: *As agreed with the successful bidder.*

17.4.5 Currency of Payment

*17.4.5.1 The currency of payment of the Contract shall be in Eswatini Lilangeni.*

17.4.6 Indirect Payment

*17.4.6.1 The remuneration of the Consultant charged to the Contract shall constitute his only remuneration in connection with the Contract and the Consultant shall not accept any trade Commission, discount, allowance or indirect payment or other consideration in connection with or in relation to the Contract or to the discharge of Consultant's obligations.*

## 17.5 Postponement, Variation and Termination.

### 17.2.1 Postponement and Termination.

*17.5.1.1 Either party may, by written notice to the other party and at any time, give prior notice of his intention to postpone or abandon the project, in whole or in part, or terminate this contract.*

*17.5.1.2 The effective date of termination of the project shall not be less than fifteen (15) days after receipt of such notice, or such other longer or shorter period as may be agreed between the Parties.*

*17.5.1.3 Upon receipt of such notice the Consultant shall take immediate steps to bring the Services to a close and to reduce expenditure to a minimum.*

*17.5.1.4 Termination of the Contract, for whatever reasons, shall not prejudice or affect the accrued rights or claim and liabilities of either party to this Contract.*

## **17.6 Variation**

17.2.2 This agreement can only be varied by agreement in writing entered into by the parties.

17.2.3 Either one of the parties can initiate negotiations with a view to reach such said agreement.

## **17.7 Claims for Default**

Any claim for damages arising out of default and termination shall be agreed between ESERA and the Consultant or, failing agreement, shall be referred to arbitration in accordance with Clause 11.

# **18 FORCE MAJEURE**

18.1 Neither party shall be liable under this Contract if so, far as either or both of them are prevented from carrying out the same by “force majeure”, that is to say an act of God, act of war, warlike operations, civil commotion, strikes or any industrial action whatsoever, fire, tempest or any other cause or happening beyond its control.

18.2 If conditions of force majeure persist in respect of a party for a period in excess of 60 (sixty) days and have material adverse effect on the other party, and the parties are within such period unable to reach written agreement on amendments to the relevant provisions of this contract to take into account such conditions, the other party may terminate this agreement with immediate effect on written notice.

# **19 APPLICABLE LAW**

This Contract shall be deemed to be concluded in Eswatini and shall accordingly be governed and construed according to the laws for the time being in force in the Kingdom of Eswatini.



## **20 RELAXATION**

- 20.1 No latitude, extension of time or other indulgence which may be given or allowed by any party to any other party in respect of the performance of any obligation hereunder or enforcement of any right arising from this agreement and no single or partial exercise of any right by any party shall under any circumstances be construed to be an implied consent by such party or operate as a waiver or a novation of, or otherwise affect any of that party's rights in terms of or arising from this contract or stop such party enforcing, strict and punctual compliance with each and every provision or terms hereof.

## **21 SKILLS, CARE AND DILIGENCE**

The Consultant shall exercise all professional skill, care and diligence in the performance of the services under the Contract and shall carry out its responsibility at the best professional engagement.

## **22 COPYRIGHTS**

- 22.1 The copyright of all documents prepared by the Consultant in connection with the Project shall be vested with ESERA.
- 22.2 The Consultant may take copies of such documents but shall not use the contents thereof for any purposes unrelated to the Contract without the prior written consent of ESERA.

## **23 OBLIGATIONS OF ESERA**

### **23.1 Furnish data and information**

#### **23.1.1 ESERA shall:**

- Furnish without charge and within a reasonable time all pertinent data and information requests by the Consultant in executing this Contract.
- Give such assistance as shall be reasonably required by the Consultant for the carrying out of its duties under the Contract.
- Give decisions on all reports, documents, recommendations and other matters properly referred to for decision by the Consultant in such reasonable time as

not to delay or disrupt the performance by the Consultant of its obligations under this Contract.

- Any data they may require.
- Any assistance with regard to making appointments with Industry participants

### **23.2 Approval of amended documents**

Where ESERA approved a report or document subject to modification by the Consultant, the changes requested shall be incorporated into the document within a reasonable period and in any case before the end of the Contract period.

### **23.3 Assistance to the Consultant**

23.3.1 ESERA shall, whenever, possible assist the Consultant in obtaining necessary visas, permits, and customs clearance.

23.3.2 ESERA shall deduct the withholding tax to ensure that the Consultant complies with the tax laws of Eswatini. ESERA shall provide the consultant with the withholding Tax Certificate.

## **24 BREACH**

Either one of the parties shall be entitled after giving the other one of the parties 10 (ten) days' notice in writing, to terminate this agreement and to claim damages from the other one of the parties, should such other one of the parties commit any breach of the agreement and fail to remedy such breach within the said 10 (ten) days of notice.

## 25 SETTLEMENT OF DISPUTES / ARBITRATION

- 25.1 This Agreement relies for its efficacy on the exercise by the Parties of utmost good faith. Therefore, the general and specific terms and conditions of this Contract are to be construed accordingly and will be interpreted where necessary by mutual agreement.
- 25.2 If the parties are unable to resolve any dispute resulting from this Contract by means of joint co-operation or discussion between them within two weeks after a dispute arises, then it shall be resolved by way Arbitration in accordance with the Arbitration Laws of Eswatini.
- 25.3 The arbitrator shall be chosen and appointed through consensus. The Arbitrator's decision shall be final and binding on both parties. The resulting award (if any) shall be in lieu of any other remedy.

## 26 PERSONNEL

The personnel of the Consultant shall all be involved, each within his/her expertise and experience in the execution of the project.

## 27 DOMICILIUM

- 27.1 The parties hereto choose *domicilium citandi et executandi* for all purposes of and in connection with this agreement.
- 27.2 Either party hereto shall be entitled to change its *domicilium* from time to time, provided that any new *domicilium* selected by it and any such change shall only be effective upon receipt of notice in writing by the other parties of such change.
- 27.3 All notice, demands, communications or payments intended for either party shall be made or given at such party's *domicilium* for the time being.
- 27.4 A notice sent by one party to another party shall be deemed to be received:
- 27.5 Notwithstanding anything to the contrary herein contained a written notice or communication actually received by a party shall be an adequate written notice or communication to it notwithstanding that it was not sent to or delivered at its chosen *domicilium citandi et executandi*.



## **28 DEADLINE FOR REQUEST FOR CLARIFICATION AND SUBMISSION OF PROPOSALS**

### **28.1 Request for Clarification, Deadline for Clarification and Amendments of RFPs**

Request for Clarification closes on the **16<sup>th</sup> March, 2021 at 11H00**. All requests for clarification shall be in writing and directed to the Project Manager, Mr Nkambule Sikhumbuzo, email; [nkambules@esera.org.sz](mailto:nkambules@esera.org.sz). Responses to request for clarification will be sent to all tenderers, at the same time without disclosing the source of the request.

In cases of amendment to tender documents, amendments will be attached as addenda to the original documents. The Regulator will send, by electronic means, any clarifications and amendments to all consultants who have purchased the Terms of Reference and the amendments will also be published in the Regulator's website. All clarifications and addenda will be binding to all bidders.

### **28.2 Submission Deadline**

The deadline for submission of proposals is the **26<sup>th</sup> March 2021 at 12H00**.

## 29 FORMAT OF CURRICULUM VITAE FOR PROPOSED PROFESSIONAL STAFF

- i. **Proposed Position** [*only one candidate shall be nominated for each position*]:
- ii. **Name of Firm** [*Insert name of firm proposing the staff*]: \_\_\_\_\_  
\_\_\_\_\_
- iii. **Name of Staff** [*Insert full name*]: \_\_\_\_\_
- iv. **Nationality**: \_\_\_\_\_
- v. **Education** [*Indicate college/university and other specialized education of staff member, giving names of institutions, degrees obtained, and dates of obtainment*]: \_\_\_\_\_
- vi. **Membership of Professional Associations**: \_\_\_\_\_
- vii. **Other Training** [*Indicate significant training since degrees under 5 - Education were obtained*]: \_\_\_\_\_
- viii. **Countries of Work Experience**: [*List countries where staff has worked in the last ten years*]: \_\_\_\_\_
- ix. **Languages** [*For each language indicate proficiency: good, fair, or poor in speaking, reading, and writing*]: \_\_\_\_\_
- x. **Employment Record** [*Starting with present position, list in reverse order every employment held by staff member since graduation, giving for each employment (see format here below): dates of employment, name of employing organization, positions held.*]:

From [Year]: To [Year]: \_\_\_\_

Employer: \_\_\_\_\_

Positions held: \_\_\_\_\_



<b>xi. Detailed Tasks Assigned</b>  <p><i>[List all tasks to be performed under this assignment]</i></p>	<b>xii. Work Undertaken that Best Illustrates Capability to Handle the Tasks Assigned</b> <p><i>[Among the assignments in which the staff has been involved, indicate the following information for those assignments that best illustrate staff capability to handle the tasks listed under point 11.]</i></p> <p>Name of assignment or project: _____</p> <p>Year: _____</p> <p>Location: _____</p> <p>Client: _____</p> <p>Main project features: _____</p> <p>Positions held: _____</p> <p>Activities performed: _____</p>
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**xiii. Certification:**

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

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

*[Signature of staff member or authorized representative of the staff]*      *Day/Month/Year*

Full name of authorized representative: \_\_\_\_\_



## 30 THE BID SUBMISSION

The bid form below shall be filled and submitted with the technical proposal.

### Bid Submission Form

Item	Tick
Certificate of Incorporation	
Form C and Form J	
Directors 'national IDs and Police Clearances	
Company Registration Certificate	
Tax Registration Certificate	
Power of Attorney	
Labour Compliance Certificate	
Three (3) Trade References	

## 31 STRUCTURE FOR TECHNICAL PROPOSAL

### 31.1 Submission Letter (Responding to The Request for Proposal)

A letter responding to the Request for Proposal, introducing associate firms in the assignment and a statement affirming that information provided is true and correct.

**The Chief Executive Officer  
Eswatini Energy Regulatory Authority  
P.O. Box 7137  
MBABANE  
Eswatini**

If there are any letters from associate firms and statements of confidentiality, can also be attached in this section, after the former. The consultant must also include the **Submission form** provided in the Request for Proposals, indicating that the documents or information required is included.



### 31.2 **Organization Background**

Under this section, the consultant is expected to give background information of their organisation and staff, which must at minimum cover the following:

- The physical address of the organisation
- A company profile and key projects that have been done by the company
- Team members' profile (e.g., summary of qualifications and experience)

### 31.3 **Approach and Methodology**

In this section, the consultant must demonstrate a comprehensive understanding of the assignment and must include but not limited to:

- Comments or suggestions on the Terms of Reference
- Detailed explanation of the Methodology to be adopted
- A work plan and projected timeframe
- Manpower plan and associated man hours to be worked by each team member

### 31.4 **Know-How Transfer**

At the end of the study, the consultant is expected to train ESERA staff and other relevant stakeholders on the application and use of models developed. The consultant must give a clear plan on how they propose to go about with trainings. Furthermore, skills transfer to locals is desirable and can add weight in the evaluation of the proposal. At minimum, the training plan proposed in the Terms of Reference must be covered.

### 31.5 **Attachments- Company Documents**

The documents listed in the Terms of Reference as mandatory must be attached. These documents include:

- Company Registration Certificate
- Trading License
- Tax Identity Number
- VAT Certificates
- Company Form C and Form J
- Certified copies of Directors' national IDs and police clearances

Please note that the above list is not exhaustive, kindly check in the Terms of Reference on the required documentation. In the case a company is not required to hold any of the documents in its jurisdiction, then the company must provide a letter from its Authority confirming such.





### 31.6 Attachments- Curriculum Vitae

In this section, the consultant is expected to attach curriculum vitas of team members, showing detailed academic credentials and work experience. Other information about the team members 'credentials which the in the opinion of the consultant can add weight, can also be attached in this section.

### 31.7 Financial Proposal

All costs must be denominated in Eswatini Lilangeni (Szl).

**Please note:** Financial proposals have to be submitted in separate and sealed envelopes, clearly marked 'Financial Proposal'. Failure to adhere to this requirement will lead to disqualification and the Technical Proposal will not be evaluated.

A summary of charges must be given in the price submission form below.

#### Price Schedule Form

Item	Cost
Professional Fees	
Reimbursable Costs	
Local Taxes	
<b>Total (Szl)</b>	

## 32 DECLARATION OF ELIGIBILITY

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

To:

**The Chief Executive Officer**

**Eswatini Energy Regulatory Authority**

**P.O. Box 7137**

**MBABANE**

**Eswatini**

### **REQUEST FOR PROPOSAL TO REVIEW AND DEVELOP A STAKEHOLDER MANAGEMENT STRATEGY AND IMPLEMENTATION PLAN – ESERA/RFP/10/2020-2021**

Dear Sir,

We hereby declare that: -

- a. I/We, including any joint venture partners or consortium partners, are a legal entity and have the legal capacity to enter into the contract;
- b. I/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. I/We have fulfilled our obligations to pay taxes and social security contributions;
- d. I/We have not, and our directors or officers have not, been convicted of any criminal offence related to our/their professional conduct or the making of false statements or misrepresentations as to their qualifications to enter into a contract within a period of five years preceding the commencement of the procurement proceedings; and
- e. I/We do not have a conflict of interest in relation to the procurement requirement.
- f. I/We do not have 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 13 misrepresentations as to its qualifications to enter into a procurement contract within a period of five years preceding the commencement of procurement proceedings;
- g. I/We are not subject to suspension in accordance with section 55, and none of its directors or officers have been involved in a tenderer or supplier currently subject to suspension.

Signed ..... Authorised Representative

Date .....

