



**PROVISION OF CONSULTANCY SERVICES FOR THE LAND USE
 PLANNING AND ZONING OF FARM NO 1050
 REQUEST FOR PROPOSAL NO.3
 2020/21**

	DATE
Release of RFP:	January 8, 2021
Compulsory Meeting	January 29, 2021
Deadline for Proposals to be Received:	February 12, 2021
Completion of the RFP Evaluation and Selection Process:	March 12, 2021
Recommendation of Award to ENPC Board:	April, 2021
Finalization of the Professional Services Agreement(s):	April, 16, 2021
Start Date of the Professional Services Agreement(s):	April 26, 2021



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ABBREVIATIONS / ACRONYMS

ENPC – Eswatini National Petroleum Company

PO – Purchase Order

GST – General Sales Tax

VAT – Value Added Tax



INTRODUCTION TO REQUEST FOR PROPOSAL DOCUMENTS

1. Introduction

Eswatini National Petroleum Company (ENPC), is a Category “A” public enterprise, whose mandate is to operate in the Petroleum Sector of the Country to ensure access to all petroleum products. ENPC is undergoing an operationalisation and setting up phase and it is for this reason that the company needs to develop a n to guide its operation in the Petroleum Sector.

2. Purpose

The purpose of this Request for Proposals (RFP) is to solicit competitive, sealed proposals to acquire the services of a Consultancy Firm to develop a land use plan/ zoning of farm 1050 in Phuzumoya which is in part land to be used for the construction of the Strategic Oil Reserve facility

3. Scope of Work

The Consultancy Firm will be expected to provide the following services:

- (a) Prepare the methodology and work plan for the land use planning and zoning of Farm 1050.
- (b) Physiographic Overview on climate (wind rainfall temperature etc)
- (c) Soils and vegetation Map
- (d) Produce Maps including GIS Layouts allocating different land uses
- (e) Develop codes and standards for the different land use areas
- (f) Outline general conditions applicable to all properties/zones
- (g) Outline process of establishing buildings on detrimental soil conditions and or in high-risk areas
- (h) Outline development conditions applicable per land use zone
- (i) Determine method of calculation of Gross Floor Area

- (j) Description of Building Height (to be accompanied by diagrams illustrating the following: natural ground level, ground storey, basement, first storey, second storey, third storey, loft, parapet walls, roof, maximum height level, etc)
- (k) Acceptable Plot Coverage per land use zone (with descriptive table per land use zone, and descriptive illustrative diagrams per land use zone)
- (l) Make mention of environment amenity and appearance of buildings
- (m) Make mention of acceptable building lines, setbacks and restrictions
- (n) Plan for servitudes and Engineering Services and Infrastructural Development (*Maps Required*)
- (o) Roads, Drainage, Water Supply, Sewerage Facilities, Electricity Supply, communications, Solid Waste Disposal, Energy Supply and Demand, Lighting (Street and otherwise) Environment, Water Usage, Waste water treatment, Solid waste and hazardous material and Flora and fauna
- (p) Disaster Management:
 - Identification of most likely events, what would trigger them and where
 - Identification of Possible events, what would trigger them and where
 - Identification of least likely events, what would trigger them and where
 - Identification of natural disasters occurred in the town on the past ten years,
 - Effects of global warming on the town,
 - Poverty areas in town

4. Deliverables

- (a) Inception report with detailed work plan
- (b) Submission and approval; of First Draft and high-level land use plan and zoning
- (c) Submission and approval of detailed draft land plan usage and zoning including all maps and all codes and standards
- (d) Final submission and approval of land use plan and zoning

5. Portfolio of expertise and qualifications

- (a) The Consultancy Firm will be required to demonstrate expertise and skills in undertaking similar projects.
- (b) Academic Qualifications of Members of the Consultancy Firm should at a minimum include qualifications in the following
 - Land use planning/ zoning
 - Environmental Management
 - Petroleum/ Chemical Engineering

6. Guidelines for Proposal

- a) Outline objectives, purpose and scope of the exercise
- b) Understanding of the work to be performed, estimated hours, and other pertinent information
- c) Outline and describe the approach and methodology to carry out the exercise.
- d) Describe the exercise areas to be covered and expected deliverables
- e) Describe the process for quality assurance with regards confidentiality, distribution of reports controls and integrity.
- f) Describe the process or framework to ensure successful completion of the exercise.
- g) Organization description, size and structure.
- h) Indicate the internal capacity and expertise to deliver on this assignment.
- i) Qualifications of all staff to be assigned to the project and specify the project manager
- j) Indicate the Management structure and governance to deliver on this assignment.
- k) Curricula Vitae of staff to be assigned to the project.



7. Duration of the Assignment

The entire assignment including compilation and submission of the report of the interview of candidates by the Board is estimated to last not more than six (6) months. The Consultancy Firm will be required to devise appropriate strategies to accomplish the task within six (6) months after signing of the contract with the winning firm.

8. Evaluation Criteria

Competencies and Expertise Required and Weight Allocation

- Evidence of technical capacity to undertake the assignment including credentials (15)
- Evidence of previous similar assignments undertaken and list of clients (15) /Experience, calibre and qualifications of key personnel to work on the assignment (15)
- Outline detailing understanding, approach and methodology to meet the requirements of the proposed OR (15)
- A detailed work plan aligned to meeting requirements (10)
- Methodology to be used to maintain consistent communication and consultation with ENPC (5)
- Three (3) Reference letters on similar work undertaken by your company (10)
- Outline of measures to mitigate the risk of failure to meet assignment objectives in relation to the quality of work, business continuity and compliance to applicable provisions of the Eswatini Competition Act 2007 (5)
- A Swati owning a minimum of 60% shares of the company registered in Eswatini. Foreign companies are advised to partner or form a joint venture with a Swazi company registered in Eswatini. (10).

The technical proposal which should account for 80% of the technical evaluation total score and the financial proposal, which shall be contained in a separate sealed envelope marked “Financial Proposal” account for 20% of the financial evaluation total score.

ONLY Technical Proposals with a minimum score of **70%** will be considered for financial evaluation.

1.8 Financial Evaluation Criteria

The following evaluation formulae shall be used in the allocation of financial evaluation score:

Formula for Price:
$$Ps = 100 \left(1 - \frac{Pt - Pm}{Pm} \right)$$

"Where: Ps = The score for the bid under consideration Pt = Comparative Price for bid under consideration Pm = The comparative price of the lowest priced bid passing the functionality test (i.e. technically acceptable)

1.9 Collection and Submission of Tender Documents

A non-refundable fee of E750.00 will be required for submission of the proposal. The amount should be paid into the company account by the 12th of February 2020. A **compulsory** Tender briefing shall be held on 29th January 2020 at 10h00 at Energy Department Conference Room.

The RFP shall close punctually at 11h00 on 12th of February 2020 in the tender box located at the Reception of the Energy Department – Ministry of Natural Resources and Energy in Mbabane. The documents should be submitted in a plain sealed envelope clearly marked “Request for proposal No.3 of 2020/21 PROVISION OF CONSULTANCY SERVICES FOR THE LAND USE PLANNING AND ZONING OF FARM NO 1050 and must not bear any name or mark, which would identify the Tenderer. The closing of the tender shall be preceded by an opening ceremony of the tender submissions immediately after the closure.



1.10 Notification of Selection and Timeline

It is expected that a bidder will be selected within two or three weeks of the closing submission date, although this timeline is subject to change. ENPC reserves the right to cancel this RFP at any time. Upon conclusion of negotiations with the successful bidder, all bidders submitting responses to this RFP will be informed in writing of the name of the successful firm or individual.

1.11 Schedule for events:

The following schedule of events represents ENPC's best estimate of the schedule that shall be followed with regard to this RFP process. Unless otherwise specified, the time of day for the following events shall be between 8:00 a.m. and 5:00 p.m.

ENPC hereby reserves the right, at its sole discretion, to adjust this tentative schedule as it deems necessary, including, without limitation, extending the deadline for submission of Proposals. Notification of any adjustment to the following schedule of events shall be provided to all Proposers.

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2.0 INSTRUCTIONS TO TENDERERS

INSTRUCTIONS TO TENDERERS AND NOTES FOR PARTICULAR ATTENTION

2.1 General

The tenderers attention is drawn to the following notes, which IF NOT COMPLIED WITH MAY CAUSE THE TENDER TO BE REJECTED.

2.2 Compliance with Instructions

The tender shall be submitted in accordance with the following Instructions as detailed below.

2.3 Completion of tender Documents

The tender documents shall be completed as issued to the tenderer. The tender shall be signed and witnessed and all information required filled in by the Tenderer.

2.4 Summary Prices/ Price list

The tenderers must insert their price list or summary sheet including all delivered prices of all products specific to ENPC. The prices must include all costs. RFP documents should include the financial proposal in a sealed envelope separate from the Technical proposal.

2.5 Authority of tender

The tender must be signed by a duly authorized representative and the evidence to that effect should be provided in a form of Board Resolution.

2.6 Alterations and Modifications

Tenders shall be completed and submitted as printed. No alterations or medications shall be made to the tender documents. Tenderers shall use the original tender documents, failure to comply, will disqualify the tenderer. Tenderers shall comply entirely with the terms of the tender documents.

2.7 Errors

There shall be no erasing/use of correction fluid or over writing. Any mistake made shall be neatly cancelled and initialled by the tenderer.



2.8 Tender Bond

In order to secure due performance by the Tenderer of the obligations undertaken by them, Tenders must be accompanied by a Tender Bond in the sum of the amount as stated on the Form of Tender Bond bound in to the back of this document. The whole of the Tender Bond shall be forfeited should the Tenderer withdraw the whole or any part of his tender during the Tender validity period. An institution registered or licensed to do business in the Kingdom of Eswatini shall furnish the security. No tender will be considered unless it is accompanied by an approved Tender Bond.

2.9 Release of tender Bond

For the unsuccessful tenderers the Tender Bond will be released as soon as the tender has been awarded.

For the successful tenderer the Tender Bond will only be released upon the signing of the Contract and when a performance bond has been received by ENPC. The successful tenderer shall be required to extend the validity of the Tender Bond accordingly upon award as this may change to become his/her Performance Bond.

2.10 Issuing of Additional Documents

If for any reason during the tender period it becomes necessary to vary the tender documents an addendum will be issued to all tendering Tenderers (for this reason Tenderers' address, telephone, telefax and contact person should be left with ENPC when documents are collected).

Should any Tenderer have any queries about the tender, he/she should refer them in writing to info@enpc.co.sz not later than the 2nd of February 2021. All responses shall be shared with the tenderers by the 5th of February 2021.

2.11 Incomplete Tenders

Tenderers must complete all required information to the tender. Tenders which are incomplete (i.e. leaving blanks and or not supplying information as required will NOT be considered.

2.12 Services Required

Failure to adhere to all the conditions may lead to outright termination of the agreement.

2.13 Language of Tender

All correspondence shall be in English.

2.14 Conflict of Interest

The Bidder must disclose, in an exhibit to the proposal, any possible conflicts of interest that may result from the award of the Contract or the services provided under the Contract. As used in this Section, “conflict of interest” shall include, but not be limited to, the following:

1. giving or offering a gratuity, kickback, money, gift, or anything of value to an ENPC official, officer, or employee with the intent of receiving a contract;
2. having or acquiring at any point during the RFP process or during the term of the Contract, any contractual, financial, business or other interest, direct or indirect, that would conflict in any manner or degree with Bidder’s performance of its duties and responsibilities to ENPC under the Contract or otherwise create the appearance of impropriety with respect to the award or performance of the Contract; or
3. currently in possession of or accepting during the RFP process or the term of the Contract anything of value based on an understanding that the actions of the Bidder or its affiliates or Interests on behalf of ENPC will be influenced.

2.15 Laws of Eswatini

Tendering Companies are advised to familiarise themselves with the Laws of Eswatini e.g. Procurement act, customs, immigration, taxation, and labour laws.

2.16 Tender Validity Period

Tenders shall remain valid and open for acceptance for ninety (90) days from the date of Tender opening.

2.17 Currency

The Tenders shall be priced in Emalangeni. Payment to the successful tenderer will be in Emalangeni only.

2.18 Evaluation of Tenders

Tenderers are advised that in the evaluation of tenders, the Company is not bound to accept the lowest priced or any tender.

2.19 Expenses of Tender

The ENPC will not be responsible for the expenses, which may be incurred by the Tenderer in the preparation of the Tender.

2.20 Tender Price Summary

Tenderers must present their financial proposal separate from the technical proposal and failure to do so shall cause the tender to be rejected.

2.21 Submission of Tender

The Tenderer must return tender document consisting of:

- ☐ A VALID ORIGINAL TAX COMPLIANCE CERTIFICATE,
- ☐ A CURRENT COPY OF VALID TRADING LICENSE,
- ☐ COPY OF THE CERTIFICATE OF INCORPORATION
- ☐ ARTICLES OF ASSOCIATION
- ☐ FORM J
- ☐ POLICE CLEARANCE OR AFFIDAVIT OF NON-CONVICTION FOR COMPANY DIRECTORS
- ☐ PROOF FOR PURCHASE OF TENDER DOCUMENT,
- ☐ A TENDER BOND DULY SIGNED,
FINANCIAL PROPOSAL IN A SEPARATE AND SEALED ENVELOPE MARKED "FINANCIAL PROPOSAL"
- ☐ BANKING DETAILS – CANCELLED CHEQUE

to arrive not later than the date specified in the tender notice or by hand to the Energy Department, Ministry of Natural Resources and Energy, Mbabane at the time and the date indicated. The documents should be forwarded in a plain sealed envelope bearing the **Tender Number** and **Tender title** on the top left-hand corner and must not bear any name or mark, which would identify the Tenderer.

2.23 Contact Person at ENPC

Information concerning the tender document can be obtained from: The Technical Secretary of ENPC, Eswatini and P. O. Box 8307, Mbabane, Eswatini. TELEPHONE: 34401231; Emails can be sent to: info@enpc.co.sz.



2.24 Rejection of Tenders

Any Tenderer who does not conform to the above instructions shall be rejected.

2.25 Notice of Intention to Award Contract

An intention to award notice indicating the name of the best evaluated tenderer, the value of the proposed contract and any evaluation scores shall be communicated to all tenderers who submitted tenders. The notice of intention to award will be sent and published to the ESPPRA website at least 10 working days before the contract award.

2.26 Instructions as part of the Contract

The above-mentioned instructions will form part of the contract.

3.0 CONDITIONS OF CONTRACT

3.1 Definitions

“Purchaser” is Eswatini National Petroleum Company.

“Days” refer to calendar days.

3.2 General conditions and notices

Any notice or other communication whatsoever which ENPC is required to give or make to the Tenderer in terms of the contract shall, without prejudice to any other method of giving or making it, be sufficiently given or made if it is sent by post in a letter addressed to the Tenderer at the last place of abode or business of the Tenderer and if the letter is not returned through the post undelivered, such notice or communication shall be deemed for the purpose of the contract to have been given or made at the time at which the letter would in the ordinary course of post have been delivered.

3.3 Tenderer not to sublet the contract

The contract shall be considered as a contract made in Eswatini and subject to the “Law of Contract” in Eswatini.

The Tenderer shall not give, bargain, sell, assign, sublet or otherwise dispose of the contract or any part thereof or the benefit or advantage of the contract without the previous consent in writing of ENPC.

3.4 Variations

The price per item shall not be subject to any adjustment whatsoever during the contract period.

3.5 Payment Terms and Conditions

Payment will be affected on a monthly or annual basis against statements which should be delivered within 30 days before the elapse of the period of cover. Payment will be made within 30 days for the date of receipt of statement.

3.6 Exchange Rate

Currency fluctuations in the exchange rates between Emalangeni / Rand and the currencies used to purchase imported items quoted in the tender documents shall not affect the prices specified cover.

3.7 Breach of terms and conditions

In case the broker shall be in breach of any of the terms and conditions of this agreement.

3.8 Termination by ENPC

ENPC, may at any time terminate the contract by giving written notice to the Tenderer if the Tenderer becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the Tenderer, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the insured.

3.9 Resolution of Dispute

ENPC and the Tenderer shall make every effort to resolve amicably by direct negotiation any disagreement or dispute arising between them under or in connection with the contract.

3.10 Mediation or arbitration

If, after fourteen (14) days from the commencement of such negotiations, the purchaser and the seller have been unable to resolve amicably a contract dispute be referred for adjudication or arbitration in accordance with the laws of Eswatini.

3.11 Contractor Liable for all Taxes, Duties, Fees, etc.

The Tenderer shall be entirely responsible for all taxes, duties, licence fees, etc., incurred until delivery of the contracted service to the Insured.

TENDER BOND

FORM FOR TENDER BOND

WHEREAS Messrs

Of
(Name and address of Tenderer)

Hereinafter referred to as the "Tenderer" has on (Date)

Submitted his/her Tender/RFP for Consultancy Services for Land Use Planning and Zoning of Farm 1050.

AND WHEREAS the said Tenderer has undertaken to abide by his Tender so submitted for a period of forty-five (45) calendar days from the date of submission hereinabove stated, or such other period as may mutually be agreed between ENPC, represented by the Controlling Officer of ENPC and the Tenderer and notified to us by the ENPC.

NOW

WE,

(Name and address of Financial Institution registered in the Kingdom of Eswatini) hereby guarantee and undertake to pay to the account of the ENPC on first demand in writing and without reference to the Tenderer the sum of EMALANGENI TEN THOUSAND (E10, 000.00).

PROVIDED THAT

a) This Tender Bond remains valid, and



b) The ENPC declares in writing that the Tenderer has failed to abide by his undertaking that the Tender shall remain open for acceptance within the specified period or that the Tenderer is unwilling for some reason (which shall be clearly stated) to abide by his Tender or enter into a Contract Agreement with the ENPF per the RFP document.

This Tender Bond shall remain valid in the first instance until (calculated as Forty-Five (45) calendar days from the date of submission of the said Tender), and will be extended upon written application by the ENPC at least one (1) working day in advance of the last date of validity.

.....
(Authorised Signature)

.....
(Date)

.....
(Name of Signatory)

.....
(Seal/Stamp of Financial Institution)

..... (Position of Signatory)



4.0 DECLARATION OF ELIGIBILITY FORM

The bidder must provide a signed declaration in the following format in Company letterheads:

[Name of Bidder, Address, and Date]

TO: The Controlling Officer

Eswatini National Petroleum Company

PO Box 8307

Mbabane H100

Eswatini

Dear Madam,

RE: REQUEST FOR PROPOSAL NO:3 of 2020/21 – CONSULTANCY SERVICES FOR LAND USE PLANNING AND ZONING OF FARM 1050.

We, hereby declare that:

- a) We, have a legal capacity to enter into the contract;
- b) We, are not insolvent, in receivership, suspended, bankrupt or being wound up and not subject of any legal proceedings;
- c) We, have not been convicted of any criminal offence related to professional conduct or making of false statement or misrepresentations of qualifications to enter into a contract within a period of five (5) years preceding the commencement of the procurement proceedings;
- d) We, do not have a conflict of interest in relation to the procurement requirement.
- e) We, have fulfilled our obligations to pay taxes and social security contributions; and adhere to basic labour legislation.



f) We, are not subject to suspension from participating in public procurement; and none of our directors or officers have been involved in a tenderer or supplier currently subject to suspension.

Authorized (Full Name):_____

Signature: _____ Date: _____

