



SELECTION OF CONSULTANTS

REQUEST FOR PROPOSALS (RFP)

Tender No.: 04 of 2024 -25

Selection of Consulting Services for:

**Architectural Designs of the Malkerns Town Council Civic Centre
in Malkerns**

Project:

Capital Investment Project (CIP)

Issue Date: 14 October 2024

**Submission
Date:** 11 November 2024

Opening Date: 11 November 2024

Section 1 - Letter of Invitation

Tender No.: 04 of 2024 -25

To: Architecture Consultancy Practices registered with the Construction Industry Council (CIC) Eswatini for the year 2024/2025

Dear Tenderers:

1. The *Malkerns Town Council* has allocated a budget toward the cost of designs the Malkerns Town Council civic Centre in Portion 11 of Farm 1270, Malkerns. The Local Authority intends to apply a portion of the funds to eligible payments under the contract for which this Request for Proposals is issued.
2. The Malkerns Town Council now invites proposals to provide the following consulting services: *Architectural Designs of the Malkerns Town Council Civic Centre in Portion 11 of Farm 1270*, Malkerns. More details on the services are provided in the Terms of Reference.
3. This Request for Proposal (RFP) has been addressed to the consultants registered with the Construction Industry Council (CIC).
4. A firm will be selected under *Quality and Cost Based Selection (QCBS)* and procedures described in this RFP, in accordance with the policies of the *Public Procurement Regulations, 2020 - Selection and Employment of Consultants*.
5. The RFP includes the following documents:
 - Section 1 - Letter of Invitation
 - Section 2 - Instructions to Consultants (including Data Sheet)
 - Section 3 - Technical Proposal - Standard Forms
 - Section 4 - Financial Proposal - Standard Forms
 - Section 5 - Terms of Reference
 - Section 6 - Standard Forms of Contract

Yours sincerely,

CINISELA DLAMINI
TOWN CLERK

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Section 2. Instructions to Consultants

Definitions

- (a) “Client” means the Malkerns Town Council with which the selected Consultant signs the Contract for the Services
- (b) “Consultant” means any entity or person that may provide or provides the Services to the Client under the Contract
- (c) “Contract” means the Contract signed by the Parties and all the attached documents that is the General Conditions (GCC), the Special Conditions (SCC), and the Appendices
- (d) “Data Sheet” means such part of the Instructions to Consultants used to reflect specific assignment conditions
- (e) “Day” means calendar day
- (g) “Instructions to Consultants” means the document which provides Consultants with all information needed to prepare their Proposals
- (i) “Personnel” means professionals and support staff provided by the Consultant or by any Sub-Consultant and assigned to perform the Services or any part thereof; “Foreign Personnel” means such professionals and support staff who at the time of being so provided had their domicile outside Swaziland; “Local Personnel” means such professionals and support staff who at the time of being so provided had their domicile inside Swaziland
- (j) “Proposal” means the Technical Proposal and the Financial Proposal
- (k) “RFP” means this Request For Proposals
- (l) “Services” means the work to be performed by the Consultant pursuant to the Contract
- (m) “Sub-Consultant” means any person or entity with whom the Consultant subcontracts any part of the Services
- (n) “Terms of Reference” (TOR) means the document included in the RFP which explains the objectives, scope of work, activities, tasks to be performed, respective responsibilities of the Client and the Consultant, and expected results and deliverables of the assignment.

1. Introduction

- 1.1 The Client identified in the Data Sheet will select a consulting firm (the Consultant) in accordance with the method of selection specified in the Data Sheet.
- 1.2 Consultants are invited to submit a Technical Proposal and a Financial Proposal for consulting services required for the assignment named in the Data Sheet. The Proposal

will be the basis for contract negotiations and ultimately for a signed Contract with the selected Consultant.

- 1.3 Consultants should familiarize themselves with local conditions and take them into account in preparing their Proposals. To obtain first-hand information on the assignment and local conditions, Consultants are encouraged to visit the Client before submitting a proposal and to attend a pre-proposal conference. Attending the pre-proposal conference is mandatory.

Consultants should contact the Client's representative named in the Data Sheet to arrange for their visit or to obtain additional information on the pre-proposal conference. Consultants should ensure that these officials are advised of the visit in adequate time to allow them to make appropriate arrangements.

- 1.4 The Client will timely provide at no cost to the Consultants assist the firm in obtaining licenses and permits needed to carry out the services, and make available relevant project data and reports.
- 1.5 Consultants shall bear all costs associated with the preparation and submission of their proposals and contract negotiation. The Client is not bound to accept any proposal, and reserves the right to annul the selection process at any time prior to Contract award, without thereby incurring any liability to the Consultants.

2. Conflict of Interest

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

3. Validity

- 3.1 The Data Sheet indicates how long Consultants' Proposals must remain valid after the submission date. Should the need arise; however, the Client may request Consultants to extend the validity period of their proposals.
- Consultants who agree to such extension shall confirm that they maintain the availability of the Professional staff nominated in the Proposal, or in their confirmation of extension of validity of the Proposal, Consultants could submit new staff in replacement, who would be considered in the final evaluation for contract award.

4. Preparation of Proposals

- 4.1 The Proposal, as well as all related correspondence exchanged by the Consultants and the Client, shall be written in the English language.
- 4.2 In preparing their Proposal, Consultants are expected to examine in detail the documents comprising the RFP. Material deficiencies in providing the information requested may result in rejection of a Proposal.

- 4.3 While preparing the Technical Proposal, Consultants must also give particular attention to the following:
- (a) The estimated number of Professional staff-months for executing the assignment shall be shown in the Data Sheet; the Proposal shall be based on the number of Professional staff-months estimated by the Consultants.
 - (b) Alternative professional staff shall be proposed, and only one Curriculum Vitae (CV) may be submitted for each position.

5. Preparation of the Technical Proposal

- 5.1 Documents that must be attached as appendices to the bid are as shown in the Data Sheet 5.1.
- 5.2 Consultants are required to submit a Full Technical Proposal which shall provide the information indicated in the following paragraphs from (a) to (g):
- (a) For the Technical Proposal, evidence of the Consultant's financial standing must be provided in the form of certified copies of financial statements and banking details, as stated in Form TECH-2, Part A, followed by a brief description of the Consultants' organization and an outline of the Consultant's recent experience of a similar nature as required in Form TECH-2, Part B and C. For each assignment, the outline should indicate the names of Sub-Consultants/ Professional staff who participated, duration of the assignment, contract amount, and Consultant's involvement. Information should be provided only for those assignments for which the Consultant was legally contracted by the Client as a corporation or as one of the major firms within a joint venture. Assignments completed by individual Professional staff working privately or through other consulting firms cannot be claimed as the experience of the Consultant, or that of the Consultant's associates, but can be claimed by the Professional staff themselves in their CVs.
 - (b) Form TECH-2 (C) request that the consultant include certified copies mentioned in Data Sheet 5.1.
 - (c) Comments and suggestions on the Terms of Reference including workable suggestions that could improve the quality/ effectiveness of the assignment; and on requirements for counterpart staff and facilities including: administrative support, office space, local transportation, equipment, data, etc. to be provided by the Client (Form TECH-3).
 - (d) A description of the approach, methodology and work plan for performing the assignment covering the following subjects: technical approach and methodology, work plan, and organization and staffing schedule. Guidance on the content of this section of the Technical Proposals is provided under Form TECH-4. The work plan should be consistent with the Work Schedule (Form TECH-8) which will show in the form of a bar chart the timing proposed for each activity.
 - (e) The list of the proposed Professional staff team by area of expertise, the position that would be assigned to each staff team member, and their tasks (Form TECH-5).

(f) Estimates of the staff input (staff-months of foreign and local professionals) needed to carry out the assignment (Form TECH-7). The staff-months input should be indicated separately for home office and field activities, and for foreign and local Professional staff.

(g) CVs of the Professional staff signed by the staff themselves or by the authorized representative of the Professional Staff (Form TECH-6).

(h) A detailed description of the proposed methodology and staffing for training, if the Data Sheet specifies training as a specific component of the assignment.

(i) Declaration of Eligibility (Form TECH-9) all Consultants must meet the following criteria, to be eligible to participate in public procurement

- 5.3 The Technical Proposal shall not include any financial information. A Technical Proposal, which contains financial information, may be declared non-responsive.

6. Clarification and Amendment of RFP Documents

- 6.1 Consultants may request a clarification of any of the RFP documents up to the number of days indicated in the Data Sheet before the proposal submission date. Any request for clarification must be sent in writing, or by standard electronic means to the Client's address indicated in the Data Sheet. The Client will respond in writing, or by standard electronic means and will send written copies of the response (including an explanation of the query but without identifying the source of inquiry) to all Consultants. Should the Client deem it necessary to amend the RFP as a result of a clarification, it shall do so following the procedure under para. 6.2.
- 6.2 At any time before the submission of Proposals, the Client may amend the RFP by issuing an addendum in writing or by standard electronic means. The addendum shall be sent to all Consultants and will be binding on them. Consultants shall acknowledge receipt of all amendments. To give Consultants reasonable time in which to take an amendment into account in their Proposals the Client may, if the amendment is substantial, extend the deadline for the submission of Proposals.

7. Preparation of the Financial Proposal

- 7.1 The Financial Proposal shall be prepared using the attached Standard Forms. It shall list all costs associated with the assignment, including (a) remuneration for staff (foreign and local, in the field and at the Consultants' home office), and (b) reimbursable expenses. If appropriate, these costs should be broken down by activity and, if appropriate, into foreign and local expenditures.

- 7.2 All activities and items described in the Technical Proposal must be priced separately; activities and items described in the Technical Proposal but not priced, shall be assumed to be included in the prices of other activities or items.
- 7.3 The Consultant shall be subject to local taxes (such as: value added or sales tax, social charges or income taxes on non-resident Foreign Personnel, duties, fees, levies) on amounts payable by the Client under the Contract.

8. Packing and Submission of Proposal

- 8.1 The original proposal (Technical Proposal and Financial Proposal; shall contain no interlineations or overwriting, except as necessary to correct errors made by the Consultants themselves. The person who signed the proposal must initial such corrections. Submission letters for both Technical and Financial Proposals should respectively be in the format of TECH-1 and FIN-1
- 8.2 An authorized representative of the Consultants shall initial all pages of the original Technical and Financial Proposals. The authorization shall be in the form of a written power of attorney accompanying the Proposal or in any other form demonstrating that the representative has been dully authorized to sign. The signed Technical and Financial Proposals shall be marked “Original”.
- 8.3 The Technical Proposal shall be marked “Original” or “Copy” as appropriate.
- 8.4 The original and all copies of the Technical Proposal shall be placed in a sealed envelope clearly marked “Technical Proposal” Similarly, the original Financial Proposal shall be placed in a sealed envelope clearly marked “Financial Proposal” followed by the Tender Number and the name of the assignment, and with a warning “Do Not Open with The Technical Proposal.”
- The envelopes containing the Technical and Financial Proposals shall be placed into an outer envelope and sealed.
- This outer envelope shall bear the submission address and reference number and be clearly marked “Do Not Open before [insert the time and date of the submission deadline indicated in the Data Sheet]”. The Client shall not be responsible for misplacement, losing or premature opening if the outer envelope is not sealed and/or marked as stipulated. This circumstance may be case for Proposal rejection.

9. Opening of Technical Proposals

- 9.1 The Client shall open the Technical Proposal immediately after the deadline for their submission. The proposal opening shall be held in public. The envelopes with the Financial Proposal shall remain sealed and securely stored.

10. Evaluation of the Technical Proposals

10.1 The evaluation committee shall evaluate the Technical Proposals on the basis of their responsiveness to the Terms of Reference, applying the evaluation criteria, sub-criteria, and point system specified in the Data Sheet. Each responsive Proposal will be given a technical score (St).

A Proposal shall be rejected at this stage if it does not respond to important aspects of the RFP, and particularly the Terms of Reference or if it fails to achieve the minimum technical score indicated in the Data Sheet.

10.2 After the technical evaluation is completed and the Evaluation Committee has provided its approval, the Client shall inform the Consultants who have submitted proposals the technical scores obtained by their Technical Proposals, and shall notify those Consultants whose Proposals did not meet the minimum qualifying mark or were considered non-responsive to the RFP and TOR, that their Financial Proposals will be returned unopened after completing the selection process.

11. Opening of Financial Proposals

11.1 Financial Proposals shall be opened publicly in the presence of the Consultants' representatives who choose to attend. The name of the Consultants and the technical scores of the Consultants shall be read aloud. The Financial Proposal of the Consultants who met the minimum qualifying mark will then be inspected to confirm that they have remained sealed and unopened. These Financial Proposals shall be then opened, and the total prices read aloud and recorded.

12. Evaluation of Financial Proposals

12.1 The Evaluation Committee will correct any computational errors. When correcting computational errors, in case of discrepancy between a partial amount and the total amount, or between word and figures the formers will prevail. Activities and items described in the Technical Proposal but not priced, shall be assumed to be included in the prices of other activities or items. In case an activity or line item is quantified in the Financial Proposal differently from the Technical Proposal, no corrections are applied to the Financial Proposal in this respect.

13. Negotiations

13.1 Negotiations will be held at the date and address indicated in the Data Sheet. The invited Consultant will, as a pre-requisite for attendance at the negotiations, confirm availability of all Professional staff. Failure in satisfying such requirements may result in the Client proceeding to negotiate with the next-ranked Consultant. Representatives conducting negotiations on behalf of the Consultant must have written authority to negotiate and conclude a Contract.

Negotiations will include a discussion of the Technical Proposal, the proposed technical approach and methodology, work plan, and organization and staffing, and any suggestions made by the Consultant to improve the Terms of Reference. The Client and the Consultants will finalize the Terms of Reference, staffing schedule, work schedule, logistics, and reporting. These documents will then be incorporated in the Contract as "Description of Services". Special attention will be paid to clearly defining the inputs and facilities required from the Client to ensure satisfactory implementation of the assignment. The Client shall prepare minutes of negotiations which will be signed by the Client and the Consultant.

- 13.2 Having selected the Consultant on the basis of, among other things, an evaluation of proposed Professional staff, the Client expects to negotiate a Contract on the basis of the Professional staff named in the Proposal. Before contract negotiations, the Client will require assurances that the Professional staff will be actually available. The Client will not consider substitutions during contract negotiations unless both parties agree that undue delay in the selection process makes such substitution unavoidable or for reasons such as death or medical incapacity. If this is not the case and if it is established that Professional staff were offered in the proposal without confirming their availability, the Consultant may be disqualified. Any proposed substitute shall have equivalent or better qualifications and experience than the original candidate and be submitted by the Consultant within the period of time specified in the letter of invitation to negotiate.
- 13.3 Negotiations will conclude with a review of the draft Contract. To complete negotiations the Client and the Consultant will initial the agreed Contract. If negotiations fail, the Client will invite the Consultant whose Proposal received the second highest score to negotiate a Contract.

14. Award of Contract

- 14.1 Following the contract award decision, the Client shall prepare a notice indicating the name of the best evaluated tenderer, the value of proposed contract and evaluation scores. The notice shall be sent directly to all tenderers by email and shall be published in the Eswatini Public Procurement Regulatory agency website.
- 14.2 The Client shall allow for ten (10) working days to elapse from the date of dispatch and publishing of notice to award before the contract is awarded.

15. Confidentiality

- 15.1 Information relating to evaluation of Proposals and recommendations concerning awards shall not be disclosed to the Consultants who submitted the

Proposals or to other persons not officially concerned with the process, until the publication of the award of Contract.

Instructions to Consultants

Paragraph Reference	
1.	Definitions
1.1	Name of the Client: <i>Malkerns Town Council</i> Method of selection: <i>Quality and Cost Based Selection (QCBS)</i>
1.2	Name of Assignment: <i>Designs of the Malkerns Town Council Civic Centre in Malkerns</i>
1.3	A compulsory pre-proposal conference will be held: Venue: <i>Malkerns Town Council Conference Room, Portion 59 of Farm 65, Along MR27 Road, Malkerns</i> Date: <i>29 October 2024</i> Name of person to contact for consultants visit or to obtain additional information on the pre-proposal conference.: <i>Nkosingiphile Hlatshwayo, Inspector of Works, Telephone: 25283298, Cellular phone: 78090259</i>
1.4	The Client will provide the following inputs and facilities: <i>Integrated Development Plan, Policies and other documents that may be required</i>
3.	Validity
3.1	Proposals must remain valid for 90 (ninety) days after the submission date
4.	Preparation of Proposals
4.3	The estimated number of Professional staff-months for executing the assignment shall be 5.75 staff months
5.	Preparation of the Technical Proposal

5.1	<p>As required in Form TECH-2, Part C, the following documents shall be included as Appendices to the Technical Proposal. In case of a joint venture or consortium each member must provide the documents:</p> <ul style="list-style-type: none"> • <i>Certified copy of a relevant Trading Licence, or equivalent</i> • <i>Original Tax Compliance Certificate,</i> • <i>Certified copy of an official statement of the Directors, alternative directors, managers and auditors of the company (Form 'J' or equivalent);</i> • <i>Certified copy of Form C,</i> • <i>Certified copy of ENPF Compliance Certificate</i> • <i>Certified copy of Certificate of Incorporation</i> • <i>Certified copy of Labour Compliance Certificate</i> • <i>Construction Industry Council 2024/25 Registration Certificate</i> • <i>Police clearance certificate for all directors,</i> • <i>The original tender receipt of E 500.00 from Malkerns Town Council as proof of purchase</i> • <i>Professional Indemnity equal or above E 1,000,000.00.</i> <p><u>Note:</u> <i>Consultants may engage sub consultants without the need of a JV, a CV of the proposed sub consultant should be included. This will assist reduce the risk of failure in preliminary evaluation phase.</i></p>
5.2 (h)	Training as a specific component of the assignment: Yes
Clarification and Amendment of RFP Documents	
	<p>Clarifications may be requested in writing (letter or email), but not later than 7 (seven) days before the latest submission date.</p> <p>The address for requesting clarifications is:</p> <p>Postal address: <i>Malkerns Town Council, P.O Box 100, Malkerns, M204</i></p> <p>Email:</p> <p>townclerk@malkerns.co.sz;</p> <p>works@malkerns.co.sz</p>

	enquiries@malkerns.co.sz
6.	Preparation of the Financial Proposal
6.1	<p>Taxes: All consultants must take note that a withholding tax of 15% on the gross amount paid shall be levied on payment made to non-Swazi residents companies/contractors in respect of services performed in Swaziland and 10% on Swazi resident companies/contractors unless the company/contractor has a tax exemption certificate from the Commissioner of Taxes (Refer to Income Tax Order No. 21 of 1975 as amended)</p> <p>Information on taxes may be obtained from the following: The Commissioner of Taxes, Department of Customs and Excise and Swaziland Revenue Authority</p>
6.4	Consultants must express the price of their services in <i>Emalangen</i>
7.	Packing and Submission of the Proposal
7.3	The Consultant must submit the original and three copies of the Technical Proposal and the original and three copies of the Financial Proposal.
7.4	<p>The original and all copies of the Technical Proposal shall be placed in a sealed envelope clearly marked “Technical Proposal”.</p> <p>The original Financial Proposal shall be placed in a sealed envelope clearly marked “Financial Proposal” followed by the Tender Number, the name of the assignment and name and address of the consultant and with a warning “Do Not Open with The Technical Proposal.”</p> <p>The envelopes containing the Technical and Financial Proposals shall be placed into an outer envelope, which shall be sealed.</p> <p>The outer envelope SHALL be sealed and must be marked:</p> <p style="text-align: center;">The Town Clerk, Malkerns Town Council, Portion 59 of Farm 65, P.O. Box 100, Malkerns</p> <p>Further, the outer envelope must be marked: Malkerns Town Council; Proposal No. “Designs of the Malkerns Town Council Civic Centre in Malkerns”</p> <p>; and ‘Do not open before 12:00pm on the 11 November 2024</p>
8.	Latest Date for Submission

8.1	<p>The location for submission of Proposal is:</p> <p>The Town Clerk Malkerns Town Council Government Offices Complex Malkerns</p> <p>Proposals must be deposited in the Malkerns Town Council Tender Box at the conference room.</p> <p>The Closing Time for submission of the proposals is as per the Clock in the reception of the Malkerns Town Council.</p> <p>The date and time for submission of Proposals is: 11 November 2024</p>
9.	Evaluation of the Technical Proposals

9.1	<p>Criteria, sub-criteria and point system for the evaluation of Full Technical Proposals are:</p> <p style="text-align: right;"><u>Points</u></p> <p>(i) <i>Specific experience of the Consultants relevant to the assignment:</i> 10</p> <table border="1" style="margin-left: 40px; width: 60%;"> <tr> <td style="padding: 2px;">> 5 similar projects</td> <td style="padding: 2px;">10 points</td> </tr> </table> <p>(ii) <i>Adequacy of the proposed methodology and work plan in responding to the Terms of Reference:</i></p> <p style="margin-left: 20px;">a) <i>Technical approach and methodology</i> 15</p> <p style="margin-left: 20px;">b) <i>Work plan</i> 15</p> <p style="margin-left: 20px;">c) <i>Organization and staffing</i> 15</p> <p style="margin-left: 80px;"><i>Total points for criterion (ii):</i> 45</p> <p>(iii) <i>Key professional staff qualifications and competence for the assignment:</i></p> <p style="margin-left: 20px;">(a) <i>Professional Architect</i> 20</p> <table border="1" style="margin-left: 40px; width: 60%;"> <tr> <td style="padding: 2px;">Qualification: Degree – Bachelors or equivalent</td> <td style="padding: 2px;">5 points</td> </tr> <tr> <td style="padding: 2px;">Experience: 10 years</td> <td style="padding: 2px;">10 points,</td> </tr> <tr> <td style="padding: 2px;">Previous similar projects</td> <td style="padding: 2px;">5 points</td> </tr> </table> <p style="margin-left: 20px;">(b) <i>Professional Quantity Surveyor</i> 15</p> <table border="1" style="margin-left: 40px; width: 60%;"> <tr> <td style="padding: 2px;">Qualification: Degree – Bachelors or equivalent</td> <td style="padding: 2px;">4 points</td> </tr> <tr> <td style="padding: 2px;">Experience: 8 years</td> <td style="padding: 2px;">7 points,</td> </tr> <tr> <td style="padding: 2px;">Previous similar projects</td> <td style="padding: 2px;">4 points</td> </tr> </table> <p style="margin-left: 80px;"><i>Total points for criterion (iii):</i> 35</p> <p>(iv) <i>Participation by Nationals among proposed Team</i> 10</p> <p>Total Technical Points 100</p> <p>The minimum Technical Score (St) required to pass is: 70 (seventy) points</p>	> 5 similar projects	10 points	Qualification: Degree – Bachelors or equivalent	5 points	Experience: 10 years	10 points,	Previous similar projects	5 points	Qualification: Degree – Bachelors or equivalent	4 points	Experience: 8 years	7 points,	Previous similar projects	4 points
> 5 similar projects	10 points														
Qualification: Degree – Bachelors or equivalent	5 points														
Experience: 10 years	10 points,														
Previous similar projects	5 points														
Qualification: Degree – Bachelors or equivalent	4 points														
Experience: 8 years	7 points,														
Previous similar projects	4 points														

11.	Evaluation of Quality Cost Based Proposals
11.1	<p>The formula for determining the Financial Score is the following: $S_f = 100 \times F_m / F$, in which S_f is the financial score, F_m is the lowest price and F the price of the proposal under consideration.</p> <p>The weights given to the Technical and Financial Proposals are: $T = 0.7$ $P = 0.3$</p>

Section 3. Technical Proposal - Standard Forms

[Comments in brackets [] provide guidance to the shortlisted Consultants for the preparation of their Technical Proposals; they should not appear on the Technical Proposals to be submitted.]

Refer to Reference Paragraph 3.4 of the Data Sheet for format of Technical Proposal to be submitted, and paragraph 3.4 of Section 2 of the RFP for Standard Forms required and number of pages recommended.

Form TECH-1: Technical Proposal Submission Form.....	22
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Form TECH-7: Staffing Schedule ¹	32
Form TECH-8 Work Schedule	33

Form TECH-1: Technical Proposal Submission Form

[Location, Date]

To: The Town Clerk
Malkerns Town Council
P.O. Box 100
Malkerns, M204

Dear Sirs:

We, the undersigned, offer to provide the consulting services for *Architectural Design of the Malkerns Town Council Civic centre in Portion 11 of Farm 1270, Malkerns* in accordance with your Request for Proposal dated 19 September 2024 and our Proposal. We are hereby submitting our Proposal, which includes this Technical Proposal, and a Financial Proposal sealed under a separate envelope¹.

We are submitting our Proposal in association with: *[Insert a list with full name and address of each associated Consultant]*²

We hereby declare that all the information and statements made in this Proposal are true and accept that any misinterpretation contained in it may lead to our disqualification.

If negotiations are held during the period of validity of the Proposal, we undertake to negotiate on the basis of the proposed staff. Our Proposal is binding upon us and subject to the modifications resulting from Contract negotiations.

We undertake, if our Proposal is accepted, to initiate the consulting services related to the assignment not later than the date indicated in SCC 2.2.

We understand you are not bound to accept any Proposal you receive.

We remain,

Yours sincerely,

Authorized Signature *[In full and initials]*: _____

Name and Title of Signatory: _____

Name of Firm: _____

Address: _____

¹ *[In case Paragraph Reference 1.2 of the Data Sheet requires to submit a Technical Proposal only, replace this sentence with: “We are hereby submitting our Proposal, which includes this Technical Proposal only.”]*

² *[Delete in case no association is foreseen.]*

Form TECH-2: Consultant's Organization and Experience

A - Consultant's Organization

[Provide here a brief (two pages) description of the background and organization of your firm/entity and each associate for this assignment.]

B - Consultant's Experience

[Using the format below, provide information on each assignment for which your firm, and each associate for this assignment, was legally contracted either individually as a corporate entity or as one of the major companies within an association, for carrying out consulting services similar to the ones requested under this assignment. Use 20 pages.]

Assignment name:	Approx. value of the contract (in current Emalangeni):
Country: Location within country:	Duration of assignment (months):
Name of Client:	Total N ^o of staff-months of the assignment:
Address:	Approx. value of the services provided by your firm under the contract (in current Emalangeni):
Start date (month/year): Completion date (month/year):	N ^o of professional staff-months provided by associated Consultants:
Name of associated Consultants, if any:	Name of senior professional staff of your firm involved and functions performed (indicate most significant profiles such as Project Director/Coordinator, Team Leader):
Narrative description of Project:	
Description of actual services provided by your staff within the assignment:	

Firm's Name: _____

C – Other Document’s comprising the Proposal

The Technical Proposal must include the following documents:

- Certified copy of a relevant Trading License, or equivalent
- Original Tax Compliance Certificate,
- Certified copy of an official statement of the Directors, alternative directors, managers and auditors of the company (Form ‘J’ or equivalent);
- Certified copy of Form C,
- Certified copy of ENPF Compliance Certificate
- Certified copy of Certificate of Incorporation
- Certified copy of Labour Compliance Certificate
- Construction Industry Council 2024/25 Registration Certificate
- Police clearance certificate for all directors, and
- The original tender receipt of Malkerns Town Council as proof of purchase (E 500.00)
- Professional Indemnity Insurance cover of E 1,000,000.00

Form TECH-3: Comments and Suggestions on the Terms of Reference and on Counterpart Staff and Facilities to be Provided by the Client

A - On the Terms of Reference

[Present and justify here any modifications or improvement to the Terms of Reference you are proposing to improve performance in carrying out the assignment (such as deleting some activity you consider unnecessary, or adding another, or proposing a different phrasing of the activities). Such suggestions should be concise and to the point, and incorporated in your Proposal.]

B - On Counterpart Staff and Facilities

[Comment here on counterpart staff and facilities to be provided by the Client according to Paragraph Reference 1.4 of the Data Sheet including: administrative support, office space, local transportation, equipment, data, etc.]

**Form TECH-4: Description of Approach, Methodology and
Work Plan for Performing the Assignment**

Form TECH-5: Team Composition and Task Assignments

Professional Staff				
Name of Staff	Firm	Area of Expertise	Position Assigned	Task Assigned

Form TECH-6: Curriculum Vitae (CV) for Proposed Professional Staff

1. **Proposed Position** [*only one candidate shall be nominated for each position*]: _____

2. **Name of Firm** [*Insert name of firm proposing the staff*]: _____

3. **Name of Staff** [*Insert full name*]: _____

4. **Date of Birth:** _____ **Nationality:** _____

5. **Education** [*Indicate college/university and other specialized education of staff member, giving names of institutions, degrees obtained, and dates of obtainment*]: _____

6. **Membership of Professional Associations:** _____

7. **Other Training** [*Indicate significant training since degrees under 5 - Education were obtained*]: _____

8. **Countries of Work Experience:** [*List countries where staff has worked in the last ten years*]: _____

9. **Languages** [*For each language indicate proficiency: good, fair, or poor in speaking, reading, and writing*]: _____

10. **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: _____

<p>11. Detailed Tasks Assigned</p> <p><i>[List all tasks to be performed under this assignment]</i></p>	<p>12. Work Undertaken that Best Illustrates Capability to Handle the Tasks Assigned</p> <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>
--	--

13. 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: _____

Form TECH-7: Staffing Schedule¹

N°	Name of Staff	Staff input (in the form of a bar chart) ²													Total staff-month input			
		1	2	3	4	5	6	7	8	9	10	11	12	n	Home	Field ³	Total	
Staff																		
1		[Home]																
		[Field]																
2																		
3																		
N																		
Total																		

- 1 For Professional Staff the input should be indicated individually; for Support Staff it should be indicated by category (e.g.: draftsmen, clerical staff, etc.).
- 2 Months are counted from the start of the assignment. For each staff indicate separately staff input for home and field work.
- 3 Field work means work carried out at a place other than the Consultant's home office.

 Full time input
 Part time input

Form TECH-8 Work Schedule

N°	Activity ¹	Months ²												
		1	2	3	4	5	6	7	8	9	10	11	12	n
1														
2														
3														
4														
5														
N														

- 1 Indicate all main activities of the assignment, including delivery of reports (e.g.: inception, interim, and final reports), and other benchmarks such as Client approvals. For phased assignments indicate activities, delivery of reports, and benchmarks separately for each phase.
- 2 Duration of activities shall be indicated in the form of a bar chart.

Section 4. Financial Proposal - Standard Forms

[Comments in brackets [] provide guidance to the shortlisted Consultants for the preparation of their Financial Proposals; they should not appear on the Financial Proposals to be submitted.]

Financial Proposal Standard Forms shall be used for the preparation of the Financial Proposal according to the instructions provided under para. 3.6 of Section 2. Such Forms are to be used whichever is the selection method indicated in para. 4 of the Letter of Invitation.

[The Appendix “Financial Negotiations - Breakdown of Remuneration Rates” is to be only used for financial negotiations when Quality-Based Selection, Selection Based on Qualifications, or Single-Source Selection method is adopted, according to the indications provided under para. 6.3 of Section 2.]

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Form FIN-2: Summary of Costs	36
Form FIN-3: Breakdown of Costs by Activity	37
Form FIN-4: Breakdown of Remuneration (Time-Based)	38
Form FIN-4: Breakdown of Remuneration (Lump-Sum).....	Error! Bookmark not defined.
Form FIN-5: Breakdown of Reimbursable Expenses (Time-Based)	39
Form FIN-5: Breakdown of Reimbursable Expenses (Lump-Sum).....	Error! Bookmark not defined.
Appendix: Financial Negotiations - Breakdown of Remuneration Rates	Error! Bookmark not defined.

Form FIN-1: Financial Proposal Submission Form

[Location, Date]

To: The Town Clerk
Malkerns Town Council
P.O. Box 100
Malkerns
M204

Dear Sirs:

We, the undersigned, offer to provide the consulting services for *Architectural Design of the Malkerns Town Council Civic centre in Portion 11 of Farm 1270, Malkerns* in accordance with your Request for Proposal dated 19 September 2024 and our Technical Proposal. Our attached Financial Proposal is for the sum of *[Insert amount(s) in words and figures]*. This amount is inclusive of the local taxes.

Our Financial Proposal shall be binding upon us subject to the modifications resulting from Contract negotiations, up to expiration of the validity period of the Proposal, i.e. before the number of days indicated in Paragraph Reference 3.1 of the Data Sheet.

We understand you are not bound to accept any Proposal you receive.

We remain,

Yours sincerely,

Authorized Signature *[In full and initials]*: _____

Name and Title of Signatory: _____

Name of Firm: _____

Address: _____

Form FIN-2: Summary of Costs

Item	Costs
	Emalangeneni
Total Costs of Financial Proposal ²	

- 2 Indicate the total costs, net of local taxes, to be paid by the Client. Such total costs must coincide with the sum of the relevant Subtotals indicated in all Forms FIN-3 provided with the Proposal.

Form FIN-3: Breakdown of Costs by Activity¹

Group of Activities (Phase): ² _____	Description: ³ _____
Cost component	Costs
	Emalangi
Remuneration ⁴	
Reimbursable Expenses ⁴	
Subtotals	

- 1 Form FIN-3 shall be filled at least for the whole assignment. In case some of the activities require different modes of billing and payment (e.g.: the assignment is phased, and each phase has a different payment schedule), the Consultant shall fill a separate Form FIN-3 for each group of activities. For each currency, the sum of the relevant Subtotals of all Forms FIN-3 provided must coincide with the Total Costs of Financial Proposal indicated in Form FIN-2.
- 2 Names of activities (phase) should be the same as, or correspond to the ones indicated in the second column of Form TECH-8.
- 3 Short description of the activities whose cost breakdown is provided in this Form.
- 4 Remuneration and Reimbursable Expenses must respectively coincide with relevant Total Costs indicated in Forms FIN-4, and FIN-5.

Form FIN-4: Breakdown of Remuneration¹ (Time-Based)

(This Form FIN-4 shall only be used when the Time-Based Form of Contract has been included in the RFP)

Name ²	Position ³	Staff-month Rate ⁴	Input ⁵ (Staff-months)	[Indicate Local Currency] ⁶
Staff				
		[Home]		
		[Field]		
Total Costs				

- 1 Form FIN-4 shall be filled for each of the Forms FIN-3 provided.
- 2 Professional Staff should be indicated individually; Support Staff should be indicated per category (e.g.: draftsmen, clerical staff).
- 3 Positions of Professional Staff shall coincide with the ones indicated in Form TECH-5.
- 4 Indicate separately staff-month rate and currency for home and field work.
- 5 Indicate, separately for home and field work, the total expected input of staff for carrying out the group of activities or phase indicated in the Form.
- 6 For each staff indicate the remuneration in the column of the relevant currency, separately for home and field work. Remuneration = Staff-month Rate x Input.

Form FIN-5: Breakdown of Reimbursable Expenses¹ (Time-Based)

(This Form FIN-5 shall only be used when the Time-Based Form of Contract has been included in the RFP)

N°	Description ²	Unit	Unit Cost ³	Quantité	<i>[Indicate Local Currency]</i> ⁴
	Per diem allowances	Day			
	Miscellaneous travel expenses	Trip			
	Communication costs				
	Drafting, reproduction of reports				
	Use of computers, software				
	Laboratory tests.				
	Subcontracts				
	Local transportation costs				
	Office rent, clerical assistance				
Total Costs					

- 1 Form FIN-5 should be filled for each of the Forms FIN-3 provided, if needed.
- 2 Delete items that are not applicable or add other items according to Paragraph Reference 3.6 of the Data Sheet.
- 3 Indicate unit cost and currency.
- 4 Use the same columns and currencies of Form FIN-2. Indicate the cost of each reimbursable item in the column of the relevant currency. Cost = Unit Cost x Quantity.
- 5 Indicate route of each flight, and if the trip is one- or two-ways.

TERMS OF REFERENCE

1. Background

The Malkerns Town Council has allowed for the implementation of a reduced scope of services from last financial year as we seek out costed architectural designs. The services required are services of architects for the architectural design of a functional and visually pleasing structure. The other service required is preparing cost estimates for the structure.

a) Statutes

The Urban Government Act, 1969 provides that Council shall have duty to acquire, erect and maintain buildings for offices and depots or any other purpose of the council, equip the same and to let any such budding.

b) Services required

In respect of the above, we are therefore, request for proposals from qualified and registered architectural firms for the designs of Malkerns Civic Centre. The designs shall consist of architectural, structural, electrical and mechanical designs for office structure for the town

c) Type of Services

A summary of services required from the consultants us summarized below:

Table 1: Type of services required

#	Type of Service	Estimated Months
1.	Architectural Civic Centre Designs	3
2.	Preparing price estimate	1

Designs will commence in November 2024 through and end in February 2025 where costed designs will be delivered to the Client.

d) Locality Map

The proposed Civic Centre Offices to be designed is found along the D52 Road, 900 meters away from the MR27 junction in Portion 11 of Farm 1270 and measures two (2) hectares. The proposed site is indicated in blue in the image below:



e) *Staffing*

Presently, Council has 36 staff members. There are comprised of the Chief Executive Officer and five (5) heads of departments, four (4) officers, one (1) General Supervisor, four (4) drivers and twenty-one (21) laborers. The civic center should cater for each department being the administration, treasury, social services, physical planning, health

and environment as well as engineering. The present structure is represented by the following organogram: See next page. Ideally, all departments should have offices and a Council Chamber/Conference Room for Council meetings. The staff facilities are to include change rooms and store rooms.

f) Sections

The local authority is made of the Councilors and the various departments that the architectural design will have to cater for which are as follows:

- i. Council
- ii. Administration
- iii. Physical Planning/Land Management
- iv. Finance and Procurement
- v. Public Health and Environment
- vi. Social Services
- vii. Infrastructure/Technical Services

h. Accommodations

The consultant is expected to design space that will accommodate for the above sections and is to be guided as follows:

1. Council

Item	Description	Number
1	Council Chambers	1
2	Lounge area	1
	TOTAL	2

2. Administration

Item	Description	Number
1	CEO's office	1
2	Administrative Secretary	1
3	Receptionist	1
4	Registry Clerk	1
5	Human Resources Manager	1
6	Human Resources Officer	1
7	Information Technology Officer	1
8	Public Relations Officer	1
9	Office Clerks	1
	TOTAL	9

3. Physical Planning

Item	Description	Number
1	Town Planner	1
2	Assistant Town Planner	1
3	LED Officer	1
4	Agricultural Business Investment Specialist	1
	TOTAL	4

4. Finance

Item	Description	Number
1.	Town Treasurer	1
2	Senior Accountant	1
3.	Expenditure Accountant	1
4.	Cashier	1
5.	Market Mistress	1
6	Procurement Officer	1
7	Revenue Accountant	1
	TOTAL	7

5. Public Health

Item	Description	Number
1.	Head of Department	1
2	Food safety Manager	1
3.	Environmental and waste Manager	1
4.	Health and Safety Manager	1
	TOTAL	4

6. Social Services

Item	Description	Number
1.	Social Services Manager	1
2	Social Centre Supervisor	1
3.	Youth Mentor	1
4.	Wellness Officer	1
	TOTAL	4

7. Technical Services

Item	Description	Number
1.	Town Engineer	1
2	Assistant Town Engineer	1
3.	Inspector of Works	1
4.	Buildings Inspector	1
5.	Transport Manager	1
	TOTAL	5

8. Other

Item	Description	Number
1.	Toilets	To be determined by consultant
2	Rates Hall	1
3.	Conference Room	1
4.	Guard House	1
5.	Canteen	1
6	Change Room	1
7	Store Room	3
8	Archives Room	1
9	Server Room	1
10	Open Plan office for 4 people	1
	TOTAL	13

2. Objectives

The objectives of this assignment are to guarantee good quality implementation of the sub project, within budget and on time to produce a product that is of value for money. The consultancy is expected to assist us to meet that broad objective stated above.

Specific Assignment Objectives

The objective of the consulting services herein requested is to assist the Malkerns Town Council meet its overall objectives quoted above by assisting in the implementation of the sub project as detailed in the scope of work below.

The assignment is to yield a Malkerns Civic Centre that are aesthetically pleasing, functional, energy saving and accessible to all people.

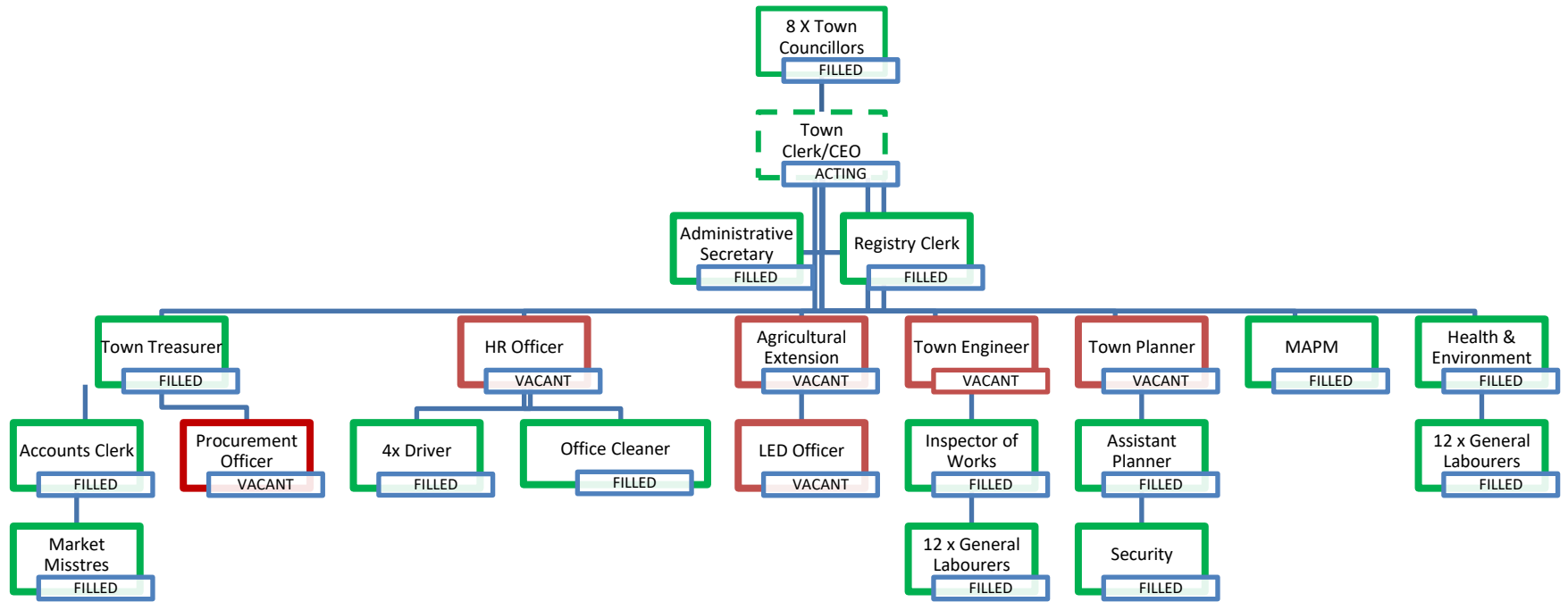
3. Scope of Services and Tasks

The consultant will be responsible for the architectural design and preparation of cost estimates for the design. The scope of services expected from the consulting engineer will be to be performing the following services amongst others (the list below is non-exhaustive):

a) General

- i. Guarantee high standards of quality assurance in the execution and completion of the services within stipulated time,
- ii. Ensure efficient and effective high design standards by utilizing relevant tools and experienced qualified staff (staff strictly to be as provided in your technical proposal),

- iii. Provide quality report on stipulated time to the Local Authority via the Contracting Authority (the Chief Executive Officer of the Local Authority is the Contracting Authority), and
- iv. Generally, ensure that you provide service with due diligence and professionalism.



b) Field Investigation phase

The Project team will meet with the client to learn about the property (portion 11 of Farm 1270, Malkerns), any existing structures, and the client's wishes for the future building. The architect will research local zoning and land-use restrictions with the Clients team. Matters of the building orientation will be touched at this phase. Also, the design team will identify utility services, accesses, ground conditions and neighboring properties. The Consultant will obtain plans from private and public utilities within the project limits and plot the information on the prepared base plans.

c) The Preliminary Designs

The architectural design team will interpret the client's requirements into a building design concept. This will involve sketches, drawings, 3D renderings, and preliminary plans as per Building Act, 1968 requirements. These will be presented to Council where approval to proceed will be sought, and if there are concerns (amendments), the consultant would then make adjustments accordingly.

d) Final Designs

The architect's design team will produce a detailed architectural design which will be used as construction drawings. Along with the design, they should prepare a cost estimate.

- i. Floor Plan(s)
- ii. Master site plan(s),
- iii. Elevations,
- iv. Locality map
- v. Sections
- vi. Drainage plans
- vii. Electrical layout

If approved, the architectural team will prepare four sets of the above mentioned plans in A1 or A0 paper, complete form A and deliver to Council for building application.

e) Estimates

The consultant shall then prepare cost estimates for architectural designs as approved by the Client. In this point, the services of a quantity surveyor shall be required to prepare cost estimates for the approved architectural designs.

f) Additional Services

Advice, assistance and services related to any litigation or arbitration related to the conduct of the works.

- i. Additional design activities related to extra work over and above the contemplated in the final design documents, and
- ii. Supplementary surveys, special inspections and/or tests.

4. Project Team Composition

Valid registration with a professional body is a basic requirement for all the below mentioned built environment professionals registered with AESAP.

Professional Architect

The Architect will be in charge of design and project planning, and is also responsible for the visual appearance of the Civic Centre. He or she will be involved with the project from its commencement to its closing, playing a vital role in design. He or she will work closely with the other team members.

Minimum Qualification: B. Architectural Studies or B.Sc. (Architecture) or equivalent

Experience: 10 overall, 6 years in similar role

Key Deliverables: (please see table 5 below)

Quantity Surveyor

The quantity surveyor shall be involved with the project after the concept has been approved by the client. He or she will be responsible for estimating quantities and adjudicating of bids. During construction, he or she shall be responsible for certification and approvals for payments

Minimum Qualification: BSc. (QS), B. Tech or equivalent.

Experience: 8 overall, 5 years in similar role

Key Deliverables: (please see table 5 below)

Table 3: Summary of Requirements – Detailed designs

Item	Description	Min. years of Experience	Experience in same role
1	Architect	10	6 years
2	Quantity Surveyor	8	5 years

Table 4: Summary of Requirements – Deliverables

Item	Description	Deliverables
1	Architect/Team Leader	<ul style="list-style-type: none"> • Plan and Develop the Project Idea • Assemble and Lead Project Team • Monitor Project Progress and set a comprehensive schedule • Manage the budget for the project • Ensure stakeholder satisfaction

		<ul style="list-style-type: none"> • Prepare existing Condition drawing(s) • Preliminary Site and Floor Plans, • Preliminary Exterior Concept • Drawings and Specifications for Bidding • Field Observation Reports • Drawings and Forms for Building Permit Application
2	Quantity Surveyor	<ul style="list-style-type: none"> • Prepare and present preliminary and final cost estimates, • Prepare bills of quantities • Prepare bid document specification • Provide JBCC 6.2 contract • Train Client on JBCC 6.2 contract

4. Reporting Requirements and Time Schedule for Deliverables

The reporting shall be all done in English language in accordance with the stipulations detailed below.

All reports shall be submitted with copies, a minimum of which shall be one original and two copies unless specified otherwise.

Table 5: Required Deliverables

Item	Deliverable	Due Time	No	Format
1	Inception Report	14 calendar days after contract signing.	10	Hard Copy A4 report bonded and A3 for drawings
			1	Soft Copy PDF
2	Preliminary Designs <i>(at least three (3) concepts presented to Council).</i>	42 calendar days after commencement	10	Hard Copy A4 report bonded and A2 for drawings
			1	Soft Copy PDF
3	Preliminary costs estimates	56 calendar days after commencement	3	Hard Copy A4 report bonded and A2 for drawings
			1	Soft Copy PDF
4	Final architectural designs	70 calendar days after commencement	2	Hard Copy A4 report bonded and \geq A2 for drawings

			1	Soft Copy PDF
5	Specifications and final estimates	84 calendar days	3	Hard Copy A4 report bonded
6			1	Soft Copy PDF
7	Building Application (Form A and plans)	90 calendar days after commencement	4	Hard Copy Drawings \geq A2 Page size (one colored)
8	Invitation to Bidders (Building Construction Works Contractors)	100 calendar days after commencement	3	Hard Copy A4 report bonded and A3 for drawings
			1	Soft Copy Microsoft Word File and drawings in PDF
9	Delivery and training Principal Building Agreement JBCC Edition 6.2, 2018	110 calendar days after commencement	1	Hard Copy JBCC Contract
			1	Soft Copy JBCC Contract
10	Final Report	120 calendar days after completion of services.	10	Hard Copy A4 report
			1	Soft Copy PDF

5. Clients Input

The client will offer the following:

- i. The client shall offer relevant documentation to the consultant for its use.
- ii. The consultant shall contact the two-responsible people for the works:
 - The Town Clerk shall be the Contracting Authority, all documentation that have been or must be approved by the Local Authority shall be signed by him.
 - The Townships Engineer from the Ministry of Housing and Urban Development or his delegated qualified engineer shall the Project Manager,
 - The Inspector of Works shall be the Local Authority's project coordinator.

The consultant is required to detail all his possible technical and facilities input he requires from the client in his technical proposal and financial proposal.

6. Copyrights

All documents prepared by the consultant shall become and remain the property of the Local Authority. The consultant may retain a copy of such documents and software. Any restrictions

on the future use of these documents and software by either the Local Authority or the consultant should be specified in the conditions of the contract.

7. Payment

Monthly payments will be issued by the Local Authority in time-based contract of payment as per contract.

- i. Payment is to be issued monthly after Local Authority approval. Payment claims must be submitted by the **end month** to be processed by the Local Authority's finance committee and be paid within 30 calendar days of the following month.
- ii. The consultants shall invoice the Client for payments in an invoice format that is in accordance with acceptable accounting standards.

a) Negotiations

In negotiations, the reimbursable fees shall not be open to negotiations. Negotiations will only factor in scope of works but not the reduction of staff unit rates. Negotiations shall be as per ESPPRA guidelines. The procedure shall be as follows:

- (1) Negotiations shall only be held with the tenderer recommended for contract award, except where negotiations fail, and the Client obtains the prior authorization of the Entity Tender Board, to open negotiations with the next ranked tenderer.
- (2) The Client shall prepare a plan for the negotiations, which shall specify the issues to be negotiated and objectives to be achieved and shall quantify the objectives and set maximum and minimum negotiation parameters.
- (3) The negotiations shall be conducted by The Town Clerk and the ETB Secretary, who shall not commit the Client to any proposed arrangement or agreements, but shall seek the authorizations of the approvals authority, prior to confirming any agreement reached.
- (4) The negotiations plan shall be approved by the approvals authority prior to negotiations being conducted and the outcome of such negotiations shall be reported to the approvals authority, with the report including the contract award recommendation.

b) Advance Payment

Advance Payment will not be applicable in this contract.

Section 6. Standard Forms of Contract

FORM OF CONTRACT

[This is a Quality Cost based contract].

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CONTRACT FOR CONSULTANTS' SERVICES

between

Town Clerk– Malkerns Town Council

and

Team Leader
[Name of the Consultant]

Dated: _____

I. Form of Contract

LUMP-SUM

This CONTRACT (hereinafter called the “Contract”) is made the *[day]* day of the month of *[month]*, *[year]*, between, on the one hand, *[name of client]* (hereinafter called the “Client”) and, on the other hand, *[name of Consultant]* (hereinafter called the “Consultant”).

*[Note: If the Consultant consist of more than one entity, the above should be partially amended to read as follows: “... (hereinafter called the “Client”) and, on the other hand, a joint venture/consortium/association consisting of the following entities, each of which will be jointly and severally liable to the Client for all the Consultant’s obligations under this Contract, namely, *[name of Consultant]* and *[name of Consultant]* (hereinafter called the “Consultant”).]*

WHEREAS

- (a) the Client has requested the Consultant to provide certain consulting services as defined in this Contract (hereinafter called the “Services”);
- (b) the Consultant, having represented to the Client that it has the required professional skills, and 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 hereby agree as follows:

1. The following documents attached hereto shall be deemed to form an integral part of this Contract:
 - (a) The General Conditions of Contract;
 - (b) The Special Conditions of Contract;
 - (c) The following Appendices:

Appendix A: Description of Services	___
Appendix B: Reporting Requirements	___
Appendix C: Key Personnel and Sub-Consultants	___
Appendix D: Breakdown of Contract Price in	
Appendix E: Breakdown of Contract Price in Local Currency	___
Appendix F: Services and Facilities Provided by the Client	___
Appendix G: Performance Security Forms	___
2. The mutual rights and obligations of the Client and the Consultant shall be as set forth in the Contract, in particular:
 - (a) the Consultants shall carry out the Services in accordance with the provisions of the Contract; and
 - (b) the Client shall make payments to the Consultants in accordance with the provisions of 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.

For and on behalf of *[name of Client]*

[Authorized Representative]

For and on behalf of *[name of consultant]*

[Authorized Representative]

[Note: If the Consultant consists of more than one entity, all these entities should appear as signatories, e.g., in the following manner:]

For and on behalf of each of the Members of the Consultant

[name of member]

[Authorized Representative]

[name of member]

[Authorized Representative]

II. GENERAL CONDITIONS OF CONTRACT

1. GENERAL PROVISIONS

1.1 Definitions

Unless the context otherwise requires, the following terms whenever used in this Contract have the following meanings:

- (a) “Applicable Law” means the laws and any other instruments having the force of law in Eswatini, as they may be issued and in force from time to time.
- (b) “Consultant” means any private or public entity that will provide the Services to the Client under the Contract.
- (c) “Contract” means the Contract signed by the Parties and all the attached documents listed in its Clause 1, that is these General Conditions (GC), the Special Conditions (SCC), and the Appendices.
- (d) “Contract Price” means the price to be paid for the performance of the Services, in accordance with Clause 6;
- (e) “Effective Date” means the date on which this Contract comes into force and effect pursuant to Clause GCC 2.1.
- (f) “GCC” means these General Conditions of Contract.
- (g) “Government” means the Government of Eswatini
- (h) “Local Currency” means Emalangeni.
- (i) “Member” means any of the entities that make up the joint venture/consortium/association, and “Members” means all these entities.
- (j) “Party” means the Client or the Consultant, as the case may be, and “Parties” means both of them.
- (k) “Personnel” means persons hired by the Consultant or by any Sub-Consultants and assigned to the performance of the Services or any part thereof.
- (l) “SCC” means the Special Conditions of Contract by which the GCC may be amended or supplemented.
- (m) “Services” means the work to be performed by the Consultant pursuant to this Contract, as described in Appendix A hereto.
- (n) “Sub-Consultants” means any person or entity to whom/which the Consultant subcontracts any part of the Services.
- (o) “In writing” means communicated in written form with proof of receipt.

- 1.2 Law Governing Contract** This Contract, its meaning and interpretation, and the relation between the Parties shall be governed by the Applicable Law.
- 1.3 Language** This Contract has been executed in the English language which shall be the binding and controlling language for all matters relating to the meaning or interpretation of this Contract.
- 1.4 Notices**
- 1.4.1** Any notice, request or consent required or permitted to be given or made pursuant to this Contract shall be in writing. Any such notice, request or consent shall be deemed to have been given or made when delivered in person to an authorized representative of the Party to whom the communication is addressed, or when sent to such Party at the address specified in the SCC.
- 1.4.2** A Party may change its address for notice hereunder by giving the other Party notice in writing of such change to the address specified in the SCC.
- 1.5 Location** The Services shall be performed at such locations as are specified in Appendix A hereto and, where the location of a particular task is not so specified, at such locations, whether in Eswatini or elsewhere, as the Client may approve.
- 1.6 Authority of Member in Charge** In case the Consultant consists of a joint venture/ consortium/ association of more than one entity, the Members hereby authorize the entity specified in the SCC to act on their behalf in exercising all the Consultant's rights and obligations towards the Client under this Contract, including without limitation the receiving of instructions and payments from the Client.
- 1.7 Authorized Representatives** Any action required or permitted to be taken, and any document required or permitted to be executed under this Contract by the Client or the Consultant may be taken or executed by the officials specified in the SCC.
- 1.8 Taxes and Duties** The Consultant, Sub-Consultants, and their Personnel shall pay such indirect taxes, duties, fees, and other impositions levied under the Applicable Law as specified in the SCC, the amount of which is deemed to have been included in the Contract Price.
- 1.9 Fraud and Corruption** Consultants should be aware that a Consultant who engages in corrupt, collusive or fraudulent practices will have their proposals rejected and may further be subject to prosecution under the laws of Eswatini.
- 1.9.1 Commiss** It is required that the successful Consultant will disclose any commissions or fees that may have been paid or are to be paid to agents, representatives, or commission agents with respect to

ions and Fees the selection process or execution of the contract. The information disclosed must include at least the name and address of the agent, representative, or commission agent, the amount and currency, and the purpose of the commission or fee.

2. COMMENCEMENT, COMPLETION, MODIFICATION AND TERMINATION OF CONTRACT

- 2.1 Effectiveness of Contract** This Contract shall come into effect on the date the Contract is signed by both Parties or such other later date as may be stated in the SCC. The date the Contract comes into effect is defined as the Effective Date.
- 2.2 Commencement of Services** The Consultant shall begin carrying out the Services not later than the number of days after the Effective Date specified in the SCC.
- 2.3 Expiration of Contract** Unless terminated earlier pursuant to Clause GCC 2.6 hereof, this Contract shall expire at the end of such time period after the Effective Date as specified in the SCC.
- 2.4 Modifications or Variations** Any modification or variation of the terms and conditions of this Contract, including any modification or variation of the scope of the Services, may only be made by written agreement between the Parties. However, each Party shall give due consideration to any proposals for modification or variation made by the other Party.
- 2.5 Force Majeure**
- 2.5.1 Définition** For the purposes of this Contract, “Force Majeure” means an event which is beyond the reasonable control of a Party and which makes a Party’s performance of its obligations under the Contract impossible or so impractical as to be considered impossible under the circumstances.
- 2.5.2 No Breach of Contract** The failure of a Party to fulfill any of its obligations under the contract shall not be considered to be a breach of, or default under, this Contract insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event (a) has taken all reasonable precautions, due care and reasonable alternative measures in order to carry out the terms and conditions of this Contract, and (b) has informed the other Party as soon as possible about the occurrence of such an event.
- 2.5.3 Extension of Time** Any period within which a Party shall, pursuant to this Contract, complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure.
- 2.5.4 Payments** During the period of their inability to perform the Services as a result of an event of Force Majeure, the Consultant shall be entitled to continue to be paid under the terms of this Contract, as well as to be

reimbursed for additional costs reasonably and necessarily incurred by them during such period for the purposes of the Services and in reactivating the Service after the end of such period.

2.6 Termination

2.6.1 By the Client

The Client may terminate this Contract in case of the occurrence of any of the events specified in paragraphs (a) through (f) of this Clause GCC 2.6.1. In such an occurrence the Client shall give not less than thirty (30) days' written notice of termination to the Consultant, and sixty (60) days' in the case of the event referred to in (e).

- (a) If the Consultant does not remedy a failure in the performance of their obligations under the Contract, within thirty (30) days after being notified or within any further period as the Client may have subsequently approved in writing.
- (b) If the Consultant becomes insolvent or bankrupt.
- (c) If the Consultant, in the judgment of the Client has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.
- (d) If, as the result of Force Majeure, the Consultant are unable to perform a material portion of the Services for a period of not less than sixty (60) days.
- (e) If the Client, in its sole discretion and for any reason whatsoever, decides to terminate this Contract.
- (f) If the Consultant fails to comply with any final decision reached as a result of arbitration proceedings pursuant to Clause GCC 8 hereof.

2.6.2 By the Consultant

The Consultants may terminate this Contract, by not less than thirty (30) days' written notice to the Client, such notice to be given after the occurrence of any of the events specified in paragraphs (a) through (c) of this Clause GCC 2.6.2:

- (a) If the Client fails to pay any money due to the Consultant pursuant to this Contract and not subject to dispute pursuant to Clause GCC 7 hereof within forty-five (45) days after receiving written notice from the Consultant that such payment is overdue.
- (b) If, as the result of Force Majeure, the Consultant is unable to perform a material portion of the Services for a period of not less than sixty (60) days.

- (c) If the Client fails to comply with any final decision reached as a result of arbitration pursuant to Clause GCC 8 hereof.

2.6.3 Payment upon Termination

Upon termination of this Contract pursuant to Clauses GCC 2.6.1 or GC 2.6.2, the Client shall make the following payments to the Consultant:

- (a) payment pursuant to Clause GCC 6 for Services satisfactorily performed prior to the effective date of termination;
- (b) except in the case of termination pursuant to paragraphs (a) through (c), and (f) of Clause GCC 2.6.1, reimbursement of any reasonable cost incident to the prompt and orderly termination of the Contract, including the cost of the return travel of the Personnel and their eligible dependents.

3. OBLIGATIONS OF THE CONSULTANT

3.1 General

3.1.1 Standard of Performance

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

3.2 Conflict of Interests

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

3.2.1 Consultants Not to Benefit from Commissions, Discounts, etc.

The payment of the Consultant pursuant to Clause GCC 6 shall constitute the Consultant's only payment in connection with this Contract or the Services, and the Consultant shall not accept for their own benefit any trade commission, discount, or similar payment in connection with activities pursuant to this Contract or to the Services or in the discharge of their obligations under the Contract, and the Consultant shall use their best efforts to ensure that the Personnel, any Sub-Consultants, and agents of either of them similarly shall not receive any such additional payment.

3.2.2 Consultant and Affiliates Not to be Otherwise Interested in Project

The Consultant agrees that, during the term of this Contract and after its termination, the Consultant and any entity affiliated with the Consultant, as well as any Sub-Consultants and any entity affiliated with such Sub-Consultants, shall be disqualified from providing goods, works or services (other than consulting services) resulting from or directly related to the Consultant's Services for the preparation or implementation of the project.

- 3.2.3 Prohibition of Conflicting Activities** The Consultant shall not engage, and shall cause their Personnel as well as their Sub-Consultants and their Personnel not to engage, either directly or indirectly, in any business or professional activities which would conflict with the activities assigned to them under this Contract.
- 3.3 Confidentiality** Except with the prior written consent of the Client, the Consultant and the Personnel shall not at any time communicate to any person or entity any confidential information acquired in the course of the Services, nor shall the Consultant and the Personnel make public the recommendations formulated in the course of, or as a result of, the Services.
- 3.4 Insurance to be Taken Out by the Consultant** The Consultant (a) shall take out and maintain, and shall cause any Sub-Consultants to take out and maintain, at their (or the Sub-Consultants', as the case may be) own cost but on terms and conditions approved by the Client, insurance against the risks, and for the coverage, as shall be specified in the SCC; and (b) at the Client's request, shall provide evidence to the Client showing that such insurance has been taken out and maintained and that the current premiums have been paid.
- 3.5 Consultant's Actions Requiring Client's Prior Approval** The Consultant shall obtain the Client's prior approval in writing before taking any of the following actions:
- (a) entering into a subcontract for the performance of any part of the Services,
 - (b) appointing such members of the Personnel not listed by name in Appendix C, and
 - (c) any other action that may be specified in the SCC.
- 3.6 Reporting Obligations**
- (a) The Consultant shall submit to the Client the reports and documents specified in **Appendix B** hereto, in the form, in the numbers and within the time periods set forth in the said Appendix.
 - (b) Final reports shall be delivered in USB's in addition to the hard copies specified in said Appendix.
- 3.7 Documents Prepared by the Consultant to be the Property of the Client**
- (a) All plans, drawings, specifications, designs, reports, other documents and software submitted by the Consultant under this Contract shall become and remain the property of the Client, and the Consultant shall, not later than upon termination or expiration of this Contract, deliver all such documents to the Client, together with a detailed inventory thereof.
 - (b) The Consultant may retain a copy of such documents and software. Restrictions about the future use of these documents, if any, shall be specified in the SCC.

4. CONSULTANT'S PERSONNEL

- 4.1 Description of Personnel** The Consultant shall employ and provide such qualified and experienced Personnel and Sub-Consultants as are required to carry out the Services.

The titles, agreed job descriptions, minimum qualifications, and estimated periods of engagement in the carrying out of the Services of the Consultant's Key Personnel are described in Appendix C. The Key Personnel and Sub-Consultants listed by title as well as by name in Appendix C are hereby approved by the Client.

4.2 Removal and/or Replacement of Personnel

- (a) Except as the Client may otherwise agree, no changes shall be made in the Key Personnel. If, for any reason beyond the reasonable control of the Consultant, such as retirement, death, medical incapacity, among others, it becomes necessary to replace any of the Key Personnel, the Consultant shall provide as a replacement a person of equivalent or better qualifications.
- (b) If the Client finds that any of the Personnel have (i) committed serious misconduct or have been charged with having committed a criminal action, or (ii) have reasonable cause to be dissatisfied with the performance of any of the Personnel, then the Consultant shall, at the Client's written request specifying the grounds thereof, provide as a replacement a person with qualifications and experience acceptable to the Client.
- (c) The Consultant shall have no claim for additional costs arising out of or incidental to any removal and/or replacement of Personnel.

5. OBLIGATIONS OF THE CLIENT

5.1 Assistance and Exemptions

The Client shall use its best efforts to ensure that the Local Authority shall provide the Consultant such assistance and exemptions as specified in the SCC.

5.2 Change in the Applicable Law Related to Taxes and Duties

If, after the date of this Contract, there is any change in the Applicable Law with respect to taxes and duties which increases or decreases the cost incurred by the Consultant in performing the Services, then the remuneration and reimbursable expenses otherwise payable to the Consultant under this Contract shall be increased or decreased accordingly by agreement between the Parties, and corresponding adjustments shall be made to the amounts referred to in Clauses GCC 6.2 (a) or (b), as the case may be.

5.3 Services and Facilities

The Client shall make available free of charge to the Consultant the Services and Facilities listed under Appendix F.

6. PAYMENTS TO THE CONSULTANT

6.1 Lump-Sum Payment

The total payment due to the Consultant shall not exceed the Contract Price which is an all-inclusive fixed lump-sum covering all costs required to carry out the Services described in Appendix A. Except as provided in

Clause 5.2, the Contract Price may only be increased above the amounts stated in Clause 6.2 if the Parties have agreed to additional payments in accordance with Clause 2.4.

6.2 Contract Price (a) The price payable is set forth in the SCC.

6.3 Payment for Additional Services For the purpose of determining the remuneration due for additional services as may be agreed under Clause 2.4, a breakdown of the lump-sum price is provided in Appendices D and E.

6.4 Terms and Conditions of Payment Payments will be made to the account of the Consultant and according to the payment schedule stated in the SCC. Unless otherwise stated in the SCC, the first payment shall be made against the provision by the Consultant of an advance payment guarantee for the same amount, and shall be valid for the period stated in the SCC. Such guarantee shall be in the form set forth in Appendix G hereto, or in such other form, as the Client shall have approved in writing. Any other payment shall be made after the conditions listed in the SCC for such payment have been met, and the Consultant has submitted an invoice to the Client specifying the amount due.

7. GOOD FAITH

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

8. SETTLEMENT OF DISPUTES

8.1 Amicable Settlement The Parties agree that the avoidance or early resolution of disputes is crucial for a smooth execution of the Contract and the success of the assignment. The Parties shall use their best efforts to settle amicably all disputes arising out of or in connection with this Contract or its interpretation.

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

[Most parts of the contract SCC will be completed once award has been done. It is however essential to provide any contract information that is known during the tender stage so that Consultants can accurately cost their proposals.]

III. Special Conditions of Contract

Number of GCC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
1.4	<p>The addresses are:</p> <p>Client : <u>Malkerns Town Council</u></p> <p>Attention : <u>The Town Clerk, Mr. Cinisela Dlamini</u></p> <p>Address : <u>Portion 59 of Farm 65, Along MR27, Malkerns, Eswatini</u></p> <p>E-mail: townclerk@malkerns.co.sz</p> <p>Consultant: _____</p> <p>_____</p> <p>Attention: _____</p> <p>Facsimile: _____</p> <p>E-mail: _____</p>
1.6	The Member in Charge is <i>[insert name of member]</i>
1.7	<p>The Authorized Representatives are:</p> <p>For the Client: <u>Mr. Cinisela Dlamini</u></p> <p>For the Consultant: _____</p>
1.8	<p>(1) the Consultant, Sub-Consultants and Personnel, and their eligible dependents, shall follow the usual customs procedures of Government's country in importing property into Eswatini; and</p> <p>(2) if the Consultant, Sub-Consultants or Personnel, or their eligible dependents, do not withdraw but dispose of any property in Eswatini</p>

	upon which customs duties and taxes have been exempted, the Consultant, Sub-Consultants or Personnel, as the case may be, (i) shall bear such customs duties and taxes in conformity with the regulations of Eswatini, or (ii) shall reimburse them to the Client if they were paid by the Client at the time the property in question was brought into Eswatini. .
2.1	The effective date is <i>11 November 2024</i> .
2.2	The date for the commencement of Services is <i>18 November 2024</i> .
2.3	The time period shall be <i>four (4) months</i>
3.4	<p>The risks and the coverage shall be as follows: [The following is usually sufficient for most purposes]</p> <p>(a) Third Party motor vehicle liability insurance in respect of motor vehicles operated in Eswatini by the Consultant or its Personnel or any Sub-Consultants or their Personnel, with a minimum coverage in accordance with the applicable law</p> <p>(b) Professional liability insurance, with a minimum coverage of <i>one hundred and fifty thousand Emalangeni</i></p> <p>(c) Employer’s liability and workers’ compensation insurance in respect of the Personnel of the Consultant and of any Sub-Consultants, in accordance with the relevant provisions of the Applicable Law, as well as, with respect to such Personnel, any such life, health, accident, travel or other insurance as may be appropriate</p>
3.5 (c)	The following actions require the Client’s prior approval <i>none</i>
3.7 (b)	The Consultant shall not use these documents and software for purposes unrelated to this Contract without the prior written approval of the Client
5.1	<p>The Client will assist the Consultant as follows:</p> <p><i>Institutional information/documents</i></p>
6.2(a)	The contract price is E _____

<p>6.4</p>	<p>[This is a typical example but Procurement Officers preparing documents should try as far as possible to match the payments directly to outputs]</p> <p>Payments shall be made promptly by the Procuring Entity, in accordance with the schedule below not later than <i>thirty (30)</i> days after submission of an eligible invoice or claim by the Consultant.</p> <p>The accounts are:</p> <p style="padding-left: 40px;">for local currency: <i>[insert account]</i></p> <p>Payments shall be made according to the following schedule (not fixed, payment structure could be finalized in contract negotiations):</p> <ol style="list-style-type: none"> a. Zero (0) percent of the Contract Price shall be paid on the commencement date. b. Ten (10) percent of the lump-sum amount shall be paid upon submission of the inception report. c. Fifteen (15) percent of the lump-sum amount shall be paid upon submission of the final report for <i>preliminary design and preliminary estimates</i> phase. d. Forty (40) percent of the lump-sum amount shall be paid upon submission of the final report for <i>final architectural design and final estimates</i> phase. e. Twenty – five (25) percent of the lump-sum amount shall be paid upon submission of the <i>draft tender Invitation to Tender (ITT) document and JBCC 6.2 contract training</i>. f. Ten (10) percent of the lump-sum amount shall be paid upon approval of the <i>final report</i>.
<p>8.2</p>	<p>Appointing entity (official) for Arbitration shall be: <i>Architects, Engineers, Surveyors & Allied Professionals (AESAP)</i></p>

IV. APPENDICES

APPENDIX A – DESCRIPTION OF SERVICES

Note: Give detailed descriptions of the Services to be provided, dates for completion of various tasks, place of performance for different tasks, specific tasks to be approved by Client, etc.

APPENDIX B - REPORTING REQUIREMENTS

Note: List format, frequency, and contents of reports; persons to receive them; dates of submission; etc.

APPENDIX C - KEY PERSONNEL AND SUB-CONSULTANTS

Note: List under:

- C-1 *Titles [and names, if already available], detailed job descriptions and minimum qualifications of Key Foreign Personnel to be assigned to work in Eswatini, and estimated staff-months for each.*
- C-2 *Same as C-1 for Key Foreign Personnel to be assigned to work outside Eswatini.*
- C-3 *List of approved Sub-Consultants (if already available); same information with respect to their Personnel as in C-1 or C-2.*
- C-4 *Same information as C-1 for Key Local Personnel.*

APPENDIX D - BREAKDOWN OF CONTRACT PRICE IN FOREIGN CURRENCY

Not used

APPENDIX E - BREAKDOWN OF CONTRACT PRICE IN LOCAL CURRENCY

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

1. *Monthly rates for Personnel (Key Personnel and other Personnel).*
2. *Reimbursable expenditures.*

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

APPENDIX F - SERVICES AND FACILITIES PROVIDED BY THE CLIENT

Note: List here the services and facilities to be made available to the Consultant by the Client.

APPENDIX F - FORM OF BID SECURITY

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

Bid No.: [*insert reference number of bidding process*]

To: The Town Clerk
Malkerns Town Council
P.O. Box 100
Malkerns

Dear Sir/Madam,

We, the undersigned, declare that:

We understand that, according to your conditions, bids must be supported by a Bid Securing Declaration.

We accept that we will automatically be suspended from being eligible for bidding in any contract with the Purchaser for the period of time of [*insert number of months or years*] starting on [*insert date*], if we are in breach of our obligation(s) under the bid conditions, because we:

- a) have withdrawn our Bid during the period of bid validity specified in the Form of Bid;
or
- b) having been notified of the acceptance of our Bid by the Purchaser during the period of bid validity, (i) fail or refuse to execute the Contract, if required, or (ii) fail or refuse to furnish the Performance Security, in accordance with the invitation document.

We understand this Bid Securing Declaration shall expire if we are not the successful Bidder, upon the earlier of (i) our receipt of your notification to us of the name of the successful Bidder; or (ii) twenty-eight days after the expiration of our Bid.

Signed: [*insert signature of person whose name and capacity are shown*] In the capacity of [*insert legal capacity of person signing the Bid Securing Declaration*]

Name: [*insert complete name of person signing the Bid Securing Declaration*]

Duly authorized to sign the bid for and on behalf of: [*insert complete name of Bidder*]

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

Corporate Seal:

APPENDIX H – 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.]

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

To: The Town Clerk
Malkerns Town Council
P.O. Box 100
Malkerns

Dear Sir,

TENDER NO: 04 OF 2024/25 – REQUEST FOR PROPOSALS (RFP) FOR THE ARCHITECTURAL DESIGNS OF THE MALKERNS TOWN COUNCIL CIVIC CENTRE IN MALKERNS

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 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
Authorized Representative

Date