



**RE-TENDER REQUEST FOR PROPOSALS FOR THE PROVISION OF
CONSULTANCY SERVICES FOR THE REVIEW OF INFORMATION
COMMUNICATION AND TECHNOLOGY
POLICY AND PROCEDURE
TENDER NO: 36 OF 2021-22**

09th November 2021

SECTION I
ADVERTISEMENT

**REQUEST FOR PROPOSALS FOR THE PROVISION OF CONSULTANCY SERVICES FOR THE
REVIEW OF INFORMATION COMMUNICATION AND TECHNOLOGY POLICY AND PROCEDURE**

TENDER NO: MATSAPHA 36 2021-22

Matsapha Town Council invites sealed Proposals from reputable consultancy firms for the Provision of Consultancy Services FOR THE REVIEW OF INFORMATION COMMUNICATION AND TECHNOLOGY POLICY AND PROCEDURE The 'Request for Proposals' document can be obtained by downloading the tender document from the ESPPRA website (www.sppra.co.sz) and Matsapha Town Council website www.matsapha.co.sz and can also be obtained at the Council Civic Offices, Treasury Department, Corner Airport Road and Police College Road.

Tenderers are expected to submit separate completed Technical and Financial Tender Proposals, signed and sealed, marked "Technical Proposal FOR THE REVIEW OF INFORMATION COMMUNICATION AND TECHNOLOGY POLICY AND PROCEDURE for Matsapha" and "Financial Proposal FOR THE REVIEW OF INFORMATION COMMUNICATION AND TECHNOLOGY POLICY AND PROCEDURE for Matsapha". The two envelopes must be enclosed in a sealed outer envelope, which shall be marked: **"Request for Proposal: FOR THE REVIEW OF INFORMATION COMMUNICATION AND TECHNOLOGY POLICY AND PROCEDURE for Matsapha, Tender Number: 36 of 2021-2022** and addressed to **"Chief Executive Officer, Matsapha Town Council, Corner Police College and Airport Road, Matsapha"**. Failure to mark the envelope clearly and accurately may result in rejection of the application /proposal.

To be eligible for consideration, a tenderer should provide the documents specified in "Instructions to Tenderers", including the following; Company profile, Certified copy of valid Trading License, Valid/Original Tax Compliance Certificate, Copy of current Labour Compliance Certificate, Copy of Form J and Form C (Company Ownership and Shareholding), Financial Statements for the previous year , Certified copy of Certificate of Incorporation , Police Clearance for All company Directors, Certified copy of Swaziland National Provident Fund Certificate, Proof of Legal Joint Venture (where necessary) and Original general receipt (E400.00) for payment of the tender document.



The Proposal must be deposited in the Tender Box situated at the **Matsapha Town Council, Corner Police College and Airport Road, Matsapha** at the latest by **10:00am (Eswatini time) on/or before the 4th March 2022**. Late tenders, as well as tenders received by telegram, facsimile, email or similar medium will not be considered. Tenders received in time by the latest date and time for submission will be opened at Council's Offices on the **4th March 2022 at 10:00 am (Eswatini time)**.

Requests for clarifications, which must be in writing, should be addressed, via email, to **procurement@matsapha.co.sz** Council will strive to promptly respond in writing via e-mail to any requests for clarification up until close of business on the **25th February 2022**. Written copies of Councils response (including an explanation of the query but without identifying the source of inquiry) will be sent to all prospective bidders.



SECTION II

INSTRUCTIONS TO CONSULTANTS

Definitions

- i. “Client” means the agency with which the selected Consultant signs the Contract for the Services.
- ii. “Consultant” means any entity or person that may provide or provides the Services to the Client under the Contract.
- iii. “Contract” means the Contract signed by the Parties and all the attached documents listed in its Clause 1, that is the General Conditions (GC), the Special Conditions (SC), and the Appendices.
- iv. “Data Sheet” means such part of the Instructions to Consultants used to reflect specific country and assignment conditions.
- v. “Day” means calendar day.
- vi. “Government” means the government of the Client’s country.
- vii. “Instructions to Consultants” (Section 2 of the RFP) means the document which provides shortlisted Consultants with all information needed to prepare their Proposals.
- viii. “LOI” (Section 1 of the RFP) means the Letter of Invitation being sent by the Client to the shortlisted Consultants.
- ix. “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 the Government’s country; “Local Personnel” means such professionals and support staff who at the time of being so provided had their domicile inside the Government’s country.
- x. “Proposal” means the Technical Proposal and the Financial Proposal.
- xi. “RFP” means the Request for Proposal prepared by the Client for the selection of Consultants.
- xii. “Services” means the work to be performed by the Consultant pursuant to the Contract.
- xiii. “Sub-Consultant” means any person or entity with whom the Consultant subcontracts any part of the Services.
- xiv. “Terms of Reference” (TOR) means the document included in the RFP as Section 5 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 named in the Data Sheet will select a consulting firm/organization (the Consultant) from those listed in the Letter of Invitation, in accordance with the method of selection specified in the Data Sheet.
- 1.2 The shortlisted 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 if one is specified in the Data Sheet. Attending the pre-proposal conference is optional. 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 the inputs and facilities specified in the Data Sheet, 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 Matsapha policy requires that Consultants 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.
- 2.2 Without limitation on the generality of the foregoing, Consultants, and any of their affiliates, shall be considered to have a conflict of interest and shall not be recruited, under any of the circumstances set forth below:

3. Conflicting activities

- 3.1 A firm that has been engaged by the Client to provide goods, works or services other than consulting services for a project, and any of its affiliates, shall be disqualified from providing consulting services related to those goods, works or services. Conversely, a firm hired to provide consulting services for the preparation or implementation of a project, and any of its affiliates, shall be disqualified from subsequently providing goods or works or services other than consulting services resulting from or directly related to the firm's consulting services for such preparation or implementation. For the purpose of this



paragraph, services other than consulting services are defined as those leading to a measurable physical output, for example surveys, exploratory drilling, aerial photography, and satellite imagery.

4. Conflicting assignments

4.1 A Consultant (including its Personnel and Sub-Consultants) or any of its affiliates shall not be hired for any assignment that, by its nature, may be in conflict with another assignment of the Consultant to be executed for the same or for another Client. For example, a Consultant hired to prepare engineering design for an infrastructure project shall not be engaged to prepare an independent environmental assessment for the same project, and a Consultant assisting a Client in the privatization of public assets shall not purchase, nor advise purchasers of, such assets. Similarly, a Consultant hired to prepare Terms of Reference for an assignment should not be hired for the assignment in question.

5. Conflicting relationships

5.1 A Consultant (including its Personnel and Sub-Consultants) that has a business or family relationship with a member of the Client's staff who is directly or indirectly involved in any part of (i) the preparation of the Terms of Reference of the assignment, (ii) the selection process for such assignment, or (iii) supervision of the Contract, may not be awarded a Contract, unless the conflict stemming from this relationship has been resolved in a manner acceptable to the Client throughout the selection process and the execution of the Contract.

5.2 Consultants have an obligation to disclose any situation of actual or potential conflict that impacts their capacity to serve the best interest of their Client, or that may reasonably be perceived as having this effect. Failure to disclose said situations may lead to the disqualification of the Consultant or the termination of its Contract.

5.3 No agency or current employees of the Client shall work as Consultants under their own ministries, departments or agencies. Recruiting former government employees of the Client to work for their former ministries, departments or agencies is acceptable provided no conflict of interest exists. When the Consultant nominates any government employee as Personnel in their technical proposal, such Personnel must have written certification from their government or employer confirming that they are on leave without pay from their official position and allowed to work full-time outside of their previous official position. Such certification shall be provided to the Client by the Consultant as part of his technical proposal.

6. Unfair Advantage

If a shortlisted Consultant could derive a competitive advantage from having provided consulting services related to the assignment in question, the Client shall make available to all shortlisted Consultants together with this RFP all information that would in that respect give such Consultant any competitive advantage over competing Consultants.



7. Fraud and Corruption

7.1 The Council requires that Consultants participating in their projects adhere to the highest ethical standards, both during the selection process and throughout the execution of a contract. In pursuance of this policy, the Council:

- a) defines, for the purpose of this paragraph, the terms set forth below as follows:
 - (i) “corrupt practice” means the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of a public official in the selection process or in contract execution;
 - (ii) “fraudulent practice” means a misrepresentation or omission of facts in order to influence a selection process or the execution of a contract;
 - (iii) “collusive practices” means a scheme or arrangement between two or more consultants with or without the knowledge of the Council, designed to establish prices at artificial, non-competitive levels;
 - (iv) “Coercive practices” means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in a procurement process, or affect the execution of a contract.
- b) will reject a proposal for award if it determines that the Consultant recommended for award has, directly or through an agent, engaged in corrupt, fraudulent, collusive or coercive practices in competing for the contract in question;
- c) will sanction a Consultant, including declaring the Consultant ineligible, either indefinitely or for a stated period of time, to be awarded a Council-financed contract if at any time determines that the Consultant has, directly or through an agent, engaged in corrupt, fraudulent, collusive or coercive practices in competing for, or in executing, a Council-financed contract; and
- d) will have the right to require that Consultants permit the Council to inspect their accounts and records and other documents relating to the submission of proposals and contract performance, and have them audited by auditors appointed by the Council.

7.2 Consultants, their Sub-Consultants, and their associates shall not be under a declaration of ineligibility for corrupt and fraudulent practices issued by the Council in accordance with the above para. 1.7. Furthermore, the Consultants shall be aware of the provisions on fraud and corruption stated in the specific clauses in the General Conditions of Contract.

7.3 Consultants shall furnish information on commissions and gratuities, if any, paid or to be paid to agents relating to this proposal and during execution of the assignment if the Consultant is awarded the Contract, as requested in the Financial Proposal submission form (Section 4).

8. Proposal Validity

8.1 The Data Sheet indicates how long Consultants’ Proposals must remain valid after the submission date. During this period, Consultants shall maintain the availability of Professional staff nominated in the Proposal. The Client will make its best effort to



complete negotiations within this period. 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. Consultants who do not agree have the right to refuse to extend the validity of their Proposals.

9. Eligibility of Sub-Consultants

9.1 In case a shortlisted Consultant intends to associate with Consultants who have not been shortlisted and/or individual expert(s), such other Consultants and/or individual expert(s) shall be subject to the eligibility criteria set forth in the Guidelines.

10. Clarification and Amendment of RFP Documents

10.1 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.

10.2 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.



RULES FOR PREPARATION

1. Only one Proposal

Shortlisted Consultants may only submit one proposal. If a Consultant submits or participates in more than one proposal, such proposals shall be disqualified. However, this does not limit the participation of the same Sub-Consultant, including individual experts, to more than one proposal.

2. Preparation of Proposals

The Proposal as well as all related correspondence exchanged by the Consultants and the Client, shall be written in the language (s) specified in the Data Sheet.

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.

While preparing the Technical Proposal, Consultants must give particular attention to the following:

- (a) If a Consultant considers that it may enhance its expertise for the assignment by associating with other Consultants in a joint venture or sub-consultancy, it may associate with any Consultant(s), or (b) shortlisted Consultants if so indicated in the Data Sheet. A Consultant must first obtain the approval of the Client if it wishes to enter into a joint venture with another Consultant(s). In case of association with other Consultant(s), the Consultant shall act as association leader. In case of a joint venture, all partners shall be jointly and severally liable and shall indicate who will act as the leader of the joint venture.
- (b) The estimated number of Professional staff-months or the budget for executing the assignment shall be shown in the Data Sheet, but not both. However, the Proposal shall be based on the number of Professional staff-months or budget estimated by the Consultants.

For fixed-budget-based assignments, the available budget is given in the Data Sheet, and the Financial Proposal shall not exceed this budget, while the estimated number of Professional staff-months shall not be disclosed.

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

3. Technical Proposal Format and Content

3.1 Consultants are required to submit a Technical Proposal. The Technical Proposal shall provide the information indicated in the following paras from (a) to (g) using the attached Standard Forms (Section 3). Paragraph (c) (ii) indicates the recommended number of pages for the description of the approach, methodology and work plan.



- (a) a brief description of the Consultants' organization and an outline of recent experience of the Consultants and, in the case of joint venture, for each partner, on assignments of a similar nature is required in Form TECH-2 of Section 3. 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. Consultants should be prepared to substantiate the claimed experience if so requested by the Client.
- (b) 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 of Section 3).
- (c) 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 of Section 3. The work plan should be consistent with the Work Schedule (Form TECH-8 of Section 3) which will show in the form of a bar chart the timing proposed for each activity.
- (d) 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 of Section 3).
- (e) 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.
- (f) CVs of the Professional staff signed by the staff themselves or by the authorized representative of the Professional Staff (Form TECH-6).
- (g) a detailed description of the proposed methodology and staffing for training, if the Data Sheet specifies training as a specific component of the assignment.

3.2 The Technical Proposal shall not include any financial information. A Technical Proposal containing financial information may be declared nonresponsive.

4. Financial Proposals

The Financial Proposal shall be prepared using the attached Standard Forms (Section 4). 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 indicated in the Data Sheet. If appropriate, these costs should be broken down by activity and, if appropriate, into foreign and local expenditures. 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.

5. Taxes

- a. The Consultant may 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. The Client will state in the Data Sheet if the Consultant is subject to payment of any local taxes. Any such amounts shall be included in the Financial Proposal, and included in the Contract.
- b. Consultants shall express the price of their services in Iraqi Dinars.
- c. Commissions and gratuities, if any, paid or to be paid by Consultants and related to the assignment will be listed in the Financial Proposal Form FIN-1 of Section 4.

6. Submission, Receipt, and Opening of Proposals

- a. The original proposal (Technical Proposal and, if required, 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 of Section 3, and FIN-1 of Section 4.
- b. 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 duly authorized to sign. The signed Technical and Financial Proposals shall be marked "ORIGINAL".
- c. The Technical Proposal shall be marked "ORIGINAL" or "COPY" as appropriate. The Technical Proposals shall be sent to the addresses referred to and in the number of copies indicated in the Data Sheet. All required copies of the Technical Proposal are to be made from the original. If there are discrepancies between the original and the copies of the Technical Proposal, the original governs.
- d. 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 (if required under the selection method indicated in the Data Sheet) shall be placed in a sealed envelope clearly marked "FINANCIAL PROPOSAL" followed by the Loan/TA 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. 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. If the Financial Proposal is not submitted in a separate sealed envelope duly marked as indicated above, this will constitute grounds for declaring the Proposal non-responsive.

- e. The Proposals must be sent to the address/addresses indicated in the Data Sheet and received by the Client no later than the time and the date indicated in the Data Sheet, or any extension to this date. Any proposal received by the Client after the deadline for submission shall be returned unopened.
- f. The Client shall open the Technical Proposal immediately after the deadline for their submission. The envelopes with the Financial Proposal shall remain sealed and securely stored.
- g. The Client will have to undertake a prequalification assessment so all consultants are obliged to submit statutory document as proof of eligibility. During the opening, the pre-qualification documents have to be checked as detailed in the instruction to Consultant DATA SHEET and the TORs.

7. Proposal Evaluation

From the time the Proposals are opened to the time the Contract is awarded, the Consultants should not contact the Client on any matter related to its Technical and/or Financial Proposal. Any effort by Consultants to influence the Client in the examination, evaluation, ranking of Proposals, and recommendation for award of Contract may result in the rejection of the Consultants' Proposal.

Evaluators of Technical Proposals shall have no access to the Financial Proposals until the technical evaluation is concluded.

8. Evaluation of Technical Proposals

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.

9. Public Opening and Evaluation of Financial Proposals

- a. After the technical evaluation is completed 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. The Client shall simultaneously notify in writing Consultants that have secured the minimum qualifying mark, the date, time and location for opening the Financial Proposals. The opening date should allow Consultants sufficient time to make arrangements for attending the opening.



Consultants' attendance at the opening of Financial Proposals is optional.

- b. 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. Copy of the record shall be sent to all Consultants.
- c. 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. In addition to the above corrections, as indicated under para. 3.6, 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, (i) if the Time-Based form of contract has been included in the RFP, the Evaluation Committee shall correct the quantification indicated in the Financial Proposal so as to make it consistent with that indicated in the Technical Proposal, apply the relevant unit price included in the Financial Proposal to the corrected quantity and correct the total Proposal cost, (ii) if the Lump-Sum form of contract has been included in the RFP, no corrections are applied to the Financial Proposal in this respect.
- d. In case of QCBS, the lowest evaluated Financial Proposal (Fm) will be given the maximum financial score (Sf) of 100 points. The financial scores (Sf) of the other Financial Proposals will be computed as indicated in the Data Sheet. Proposals will be ranked according to their combined technical (St) and financial (Sf) scores using the weights (T = the weight given to the Technical Proposal; P = the weight given to the Financial Proposal; T + P = 1) indicated in the Data Sheet: $S = St \times T\% + Sf \times P\%$. The firm achieving the highest combined technical and financial score will be invited for negotiations.
- e. In the case of Fixed-Budget Selection, the Client will select the firm that submitted the highest ranked Technical Proposal within the budget. Proposals that exceed the indicated budget will be rejected. In the case of the Least-Cost Selection, the Client will select the lowest proposal among those that passed the minimum technical score. In both cases the evaluated proposal price according to para. 5.6 shall be considered, and the selected firm is invited for negotiations.

10. TENTATIVE ACQUISITION TIMELINE

Council reserves the right to change the procurement schedule. If changes are made, bidders will be notified by the Council with notices emailed directly to all registered proposers

11. QUALIFICATIONS, EVALUATION AND SELECTION PROCESS

The RFP states the scope of Council requirements and specifies the general rules for preparing the written proposal. Responses will be objectively evaluated based on the



Consultant's responses to the RFP. The written proposal should clearly demonstrate the ability of the tenderer to supply the heavy plant to best satisfy the requirement of the Council.

If required to appear for an on-site interview/demonstration, the vendor will be notified before the tender is awarded. During the interviews, vendors will be asked to demonstrate their product. Vendor interviews/demonstrations will be held solely at the option and discretion of the Council.

Proposals will be evaluated by a Tender Evaluation Committee. The Committee will review the proposals for format to ensure conformance with the requirements of the RFP and may in connection with its evaluation, and at the Council's option, invite one or more vendors to an interview/demonstration to the Tender Evaluation Committee. During these interviews/demonstrations, the vendors will be allowed to present such evidence as may be appropriate in order that the Committee can correctly analyse all materials and documentation submitted as a part of the proposal.

The Council does not guarantee that an interview will take place, thus reserving the right to select a vendor based solely on the information provided in the proposals received in response to the RFP. If an interview takes place, the key personnel responsible for fulfilling the requirements of the project shall be required to be present for the interview/demonstration.

The Council reserves the right to reject any or all proposals; to waive any requirements, both the Council's and those proposed by the vendor; to waive any irregularities or informalities in any proposal or the RFP process when it is in the best interest of the Council to do so; to negotiate for the modification of any proposal with mutual consent of the proposer; to re-advertise for proposals, if desired; to sit and act as sole judge of the merit and qualifications of the service offered and; to evaluate in its absolute discretion, the proposal of each vendor, so as to select the vendor which best serves the requirements of the Council, thus insuring that the best interest of the Council will be served.

12. TEST FOR RESPONSIVENESS

- a. A Bid will be considered non-responsive if:
 - i. The bid is not in compliance with the specifications;
 - ii. The bidder has not fully completed and signed where required, all the returnable documents as listed in the bid document; and/or



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- iii. The bidder has failed to clarify or submit any supporting documentation within 2-5 business days of being requested to do so in writing.
- b. The Municipality reserves the right to accept or reject:**
- i. Any variation, deviation, bid offer, or alternative bid offer; may cancel the bidding process and reject all bid offers at any time before the formation of a contract. Council shall not accept or incur any liability to a bidder for such cancellation and/or rejection, and will only provide written reasons for such action upon receipt of a written request to do so;
 - ii. A bid offer which does not, in the Council's opinion, materially and/or substantially deviate from the terms, conditions and specifications of the bid document.
 - iii. The whole bid or part of a bid or any item or part of any item, or to accept more than one bid (in the event of a number of items being offered), and the Municipality is not obliged to accept the lowest or any bid.
- c. The bidder shall declare ALL the Council account numbers for which the enterprise or the proprietors or directors in their personal capacity/capacities is/ are responsible or co-responsible for;**
- i. Council has the right to summarily disqualify any bidder who, either at the date of submission of a bid or at the date of its award, is indebted to the Municipality in respect of any municipal rates and taxes or municipal service charges for more than three months. However, an agreement signed by the bidder whereby the bidder agrees that a percentage or fixed amount at the discretion of the municipality, be deducted from payments due to him/her for this bid, until the debt is paid in full, will also be accepted by the Municipality.

13. INCORRECT INFORMATION

Where a contract has been awarded on the strength of the information furnished by the tenderer which after the conclusion of the relevant agreement, is proven to have been incorrect, Council may, in addition to any other legal remedy it has or may have, recover from the contractor all costs, losses or damages incurred or sustained by Council as a result of the award of the contract.

14. CONTRACT AWARD PROCEDURES

- The awarding of contract shall be recommended to the best evaluated tenderer, as determined by the evaluation methodology and criteria specified in the invitation document.
- The contract award decision shall be taken by the appropriate approvals authority, but the award decision does not constitute a contract.
- Following the contract award decision, the procuring entity shall prepare a notice indicating the name of the best evaluated tenderer, the value of the proposed contract and any evaluation scores. The notice shall be-



- a) Published on the Public Procurement Agency website and sent directly to all tenderers who submitted tenders by letter and where appropriate, by fax or email; and,
- b) Council shall allow a period of at least ten working days to elapse from the date of dispatch of the notice before a contract is awarded.

15. Negotiations

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.

16. Technical negotiations

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.

17. Financial negotiations

The financial negotiations will reflect the agreed technical modifications in the cost of the services. Unless there are exceptional reasons, the financial negotiations will involve neither the remuneration rates for staff nor other proposed unit rates.

18. Availability of Professional staff/experts

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.



19. Conclusion of the negotiations

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.

20. Confidentiality

Information relating to evaluation of Proposals and recommendations concerning awards shall not be disclosed to the Consultants who submitted the Proposals or to other persons not officially concerned with the process, until the publication of the award of Contract. The undue use by any Consultant of confidential information related to the process may result in the rejection of its Proposal and may be subject to the provisions of the Government's antifraud and corruption policy.



SECTION III TERMS OF REFERENCE

1. Tender Objective

The Matsapha Town Council seeks to engage a reputable and capable IT consultant to assist in the review of its ICT policy, to ensure that the IT policy continuously addresses the usage of IT working and communication tools. The consultant(s) will develop a comprehensive 4-year policy (upon which it shall be reviewed) that will ensure Council employees abide to the outmost best practices as they carry out their day-to-day tasks.

2. THE SCOPE OF WORK

The broad scope of work entails:

- a) Review the Council's current ICT policy.
- b) The Consultant will carry out an assessment of the existing operational procedures and practices and identify gaps and areas which may require improvement and strengthening.
- c) Improve and Incorporate the existing procedures into the ICT Policy
- d) Provide staff training/workshops on reviewed policy to ensure awareness.

3. TECHNICAL REQUIREMENTS POLICY SHOULD COVER

The Consultant(s) should at the end of the review period, provide a policy that address the following areas;

- a) Backup Policy
- b) Disaster Recovery Policy
- c) Security Policy
- d) Network Policy & Procedure
- e) Internet Usage Policy
- f) Email Usage Policy
- g) Server Room/Data Centre Policy & Procedure
- h) IT Systems Policy & Procedure
- i) ICT Equipment Policy and Procedure



- j) Any other additional policies in line with current ICT trends the Consultant deems fit for Council to have in place.

QUALIFICATIONS, EXPERIENCE AND COMPETENCIES OF THE CONSULTANT

Bidders shall present **CVs for all experts** that will be involved on the assignment in question and describe, in brief, their professional and/or academic background as well as their experience in executing similar projects for similar sized organizations.

A detailed assignment of the staff in relation to the submitted work plan is also needed. The consultant is also expected to detail the individual time & role inputs of each staff member.

Academic Qualifications & Experience

- Post-Graduate qualifications in Information Technology and Business Strategy disciplines from internationally recognizable institutions.
- At-least 5 years working experience in the IT business field, having undertaken tasks in governance, IT policy development & implementation and Quality Management procedures in semi or private organisations.
- Experience & an understanding of Systems (Linux and or Windows) and Network administration will be an added advantage.
- Excellent analytical, interpersonal and problem-solving skills, ability to bring alternative thinking to an organisation.

International Certifications from IT Governance Organisations

The consultants must have certifications in the following

- ITIL v3 or v4 (Information Technology Infrastructure Library version 3 or 4)
- COBIT (Control Objectives for Information Related Technologies) or any other framework created by the International professional association **Information Systems Audit and Control Association (ISACA)** for IT Management and IT Governance.

Key Competencies

- A good working knowledge of international best practices in IT governance, policy implementation, quality management procedure developments and integration.
- A good working knowledge of system and network administration.
- Ability to lead strategic planning, results-based management and reporting;
- Ability to effectively coordinate a large, multidisciplinary team of experts and consultants;
- Analytical skills, communications abilities, and teamwork abilities;



- Ability to perform under a heavy workload and tight deadlines.
- Excellent writing, editing, and oral communication;
- Proficiency in English, both written and spoken.
- Ability to meet deadlines and prioritize multiple tasks;
- Effective presentation skills; and
- Proven ability to work independently and meet deadlines.

DELIVERABLES

The consultancy deliverables should include the following:

- a) An ICT Policy that incorporates ICT Procedures
- b) The scope and methodology used to include the description and the nature of the consultancy referencing; professional standards that have been applied and indicate the effect of any deviations from these standards if any.

FORM OF COMPLETED WORK

The reports, all in English, shall be submitted as follows:

- a) The preliminary report consisting of one (1) original and five (5) copies will be submitted for scrutiny and comments by the Council.
- b) This report and any comments on it will be returned to the Consultants for consideration and action.
- c) The Consultant will be required to submit one (1) original and five (5) copies of the ICT Policy and Procedures which is expected to be a comprehensive document. One (1) electronic copy of the Final Report shall accompany the submission.

TIME SCHEDULES

- a) The contract shall be for thirty 30 working days spread within two months
- b) The Final Report shall be submitted to the Council within six (6) weeks from date of signing of contract agreement.



SECTION III TERMS OF REFERENCE

The Matsapha Town Council requires a competent, registered and reputable company **FOR THE REVIEW OF INFORMATION COMMUNICATION AND TECHNOLOGY POLICY AND PROCEDURE** for Matsapha.

1. Information Required from Tenderers

The Council will require the tenderers to submit the following information alongside the tender documents:

- A Company profile
- Certified copy of valid Trading License
- Original/Valid Tax Compliance Certificate Certified
- Certified copy of current Labor Compliance Certificate
- Certified copy of Swaziland National Provident Fund Certificate
- Certified copy of Form J and Form C (Company Ownership and Shareholding)
- Names and Contacts of at least (3) Reference Customers
- Certified copy of a Certificate of Incorporation
- Certified copy of Police Clearance for All company Directors
- Certified copy of proof of Legal Joint Venture (where necessary)
- General receipt (**E400.00**) for payment of the tender document.

2. Payments for the tender fee should be made to Matsapha town Council BANK ACCOUNTS listed in the table below or at the Matsapha Town Council Treasury Department. **The REFERENCE to be used when making payment is: T36 of 2021/22**

ACCOUNT NAME: Matsapha Town Council

BANK NAME: Standard Bank (Matsapha Branch)

ACCOUNT NO: 9110003236915

BRANCH CODE: 663464

FAX NO: 2518 6646

Tenders submitted by Fax, Telex or e-mail will not be accepted



DATA SHEET

Paragraph Reference	FOR THE REVIEW OF INFORMATION COMMUNICATION AND TECHNOLOGY POLICY AND PROCEDURE
	Name of the Client: <u>Matsapha Town Council</u> Method of selection: <u>Quality & Cost-based Selection (QCBS)</u>
	Financial Proposal to be submitted together with Technical Proposal: <u>Yes</u> (but these should be in two separate envelopes, one clearly marked “ Technical Proposal ” and the other “ Financial Proposal ” Name of the assignment is: THE REVIEW OF INFORMATION COMMUNICATION AND TECHNOLOGY POLICY AND PROCEDURE
	The Client’s representative is: <u>The TENDER BOARD CHAIRPERSON</u> Address: <u>P.O. Box 1790, Matsapha, Eswatini</u> Telephone: <u>+268 2518 6637/8</u> Facsimile: <u>+268 2518 6646</u> E-mail: <u>procurement@matsapha.co.sz</u>
	Proposals must remain valid for <u>90</u> days after the submission date.
	Clarifications may be requested not later than <u>seven (7)</u> days before the submission date. All Clarification request shall be in writing; no telephonic request will be entertained by the Client. The address for requesting clarifications is: E-mail: <u>procurement@matsapha.co.sz</u>
	Proposals shall be submitted in the following language: <u>English</u>
	The Format of the Technical Proposal to be submitted is: <u>FTP</u>
	Training is a specific component of this assignment: <u>YES</u>



	<p>Amounts payable by the Client to the Consultant under the contract to be subject to local taxation: Yes (withholding tax and sales tax - consult Department of Taxes for details)</p> <p>Taxes: All Consultancy firm(s) 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:</p> <p>The Commissioner General</p> <p>P.O. Box 186</p> <p>Mbabane</p> <p>Eswatini</p> <p>Tel. +268 2406 4050 (Contact Centre)</p>
	<p>Consultant to state all costs in local currency: Yes</p>
	<p>Consultant must submit the original and two (2) copies of the Technical Proposal, and the original of the Financial Proposal, all clearly marked accordingly. (Technical Proposal-Original, Technical Proposal-Copy, Financial)</p>
	<p>The Proposal submission address is: <u>The Tender Board Chairperson, Matsapha Town Council Civic Centre, Corner Police College and Airport Road, Matsapha, Eswatini</u></p> <p>Requests for clarifications, which must be in writing, should be addressed, via email, to procurement@matsapha.co.sz. Council will strive to promptly respond in writing via e-mail to any requests for clarification up until Close of Business on 25th February 2022. Written copies of Councils response (including an explanation of the query but without identifying the source of inquiry) will be sent to all prospective Bidders.</p> <p>The Proposal should be deposited in the Tender Box situated at the Civic Offices, Matsapha Town Council, and Treasury Department at the latest by 10.00am (Swaziland time) on the 4th March 2022. Late applications will not be considered.</p>



Technical	Technical Sub-criteria <ul style="list-style-type: none"> • Completeness of response • Overall concurrence between RFP requirements and proposal 	Criteria weighting
		10
Company and Key Personnel	<ul style="list-style-type: none"> • Range and depth of experience with similar Consultancies including with other public enterprises (20) • Three (3) Client references for work of similar nature. (5) • Relevant experience and qualifications of the team assigned. (15) 	40
Proposed Approach and Methodology	<ul style="list-style-type: none"> • Methodologies and Timelines proposed. (20) • Project management, monitoring and quality assurance process. (10) 	30
	TOTAL TECHNICAL SCORE	100
	The financial proposal shall be denominated in SZL (Emalangeni)	
	<p>The formula for determining the financial scores is the following:</p> <p>$S_f = 100 \times F_m / F$, 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: $T = 0.70$, $F = 0.30$</p>	
	The minimum technical score (S_t) required to qualify to the next stage which is the financial proposal evaluation is 70% .	
	Expected date for commencement of consulting services: On a date to be agreed on by both parties.	



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

Matsapha Town Council

Corner Airport Road and Police College Road

P.O. Box 1790

MATSAPHA

Dear Sirs,

RE: TENDER NO: 36 of 2021/22 REQUEST FOR PROPOSALS FOR THE PROVISION OF CONSULTANCY SERVICES FOR THE REVIEW OF INFORMATION COMMUNICATION AND TECHNOLOGY POLICY AND PROCEDURE

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: DATE.....

Authorized Representative



FORM BID-1: BID SUBMISSION FORM

[Note to Tenderers: This Bid Submission Form should be on the letterhead of the Company and should be signed by a person with the proper authority to sign documents that are binding on the entity. It should be included by the tenderer with the submitted tender.]

[>>>Location>>>]

[>>>Date>>>]

Procurement Reference No: [>>>insert Tender number>>>]

To: [>>>Name and address of Procuring Entity>>>]

Dear Sirs:

We, the undersigned, declare that:

- (a) We offer to provide the service for [>>insert a brief description of the tender>>] in conformity with your invitation to tender;
- (b) The schedule of prices of our proposal is attached.
- (c) Our tender shall be valid for a period of [>>specify the number of calendar days>>] days from the date fixed for the tender submission deadline in accordance with the Tender, and it shall remain binding upon us, subject to any modifications resulting from negotiations, and may be accepted at any time before the expiration of that period;
- (d) We understand that you are not bound to accept any proposal that you receive;

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

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

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

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

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



Section 3. Technical Proposal - Standard Forms

Refer to paragraph 3.4 of Section 2 of the RFP for Standard Forms required and number of pages recommended.

- TECH-1 Technical Proposal Submission Form

- TECH-2 Consultant's Organization and Experience
 - A Consultant's Organization
 - B Consultant's Experience

- TECH-3 Comments or Suggestions on the Terms of Reference and on Counterpart Staff and Facilities to be provided by the Client
 - A On the Terms of Reference
 - B On the Counterpart Staff and Facilities

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

- TECH-5 Team Composition and Task Assignments

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

- TECH-7 Staffing Schedule

- TECH-8 Work Schedule



FORM TECH-1 TECHNICAL PROPOSAL SUBMISSION FORM

[*Insert Date*]

To: Matsapha Town Council
P. O. Box 1790
Matsapha

Dear Sirs:

We, the undersigned, offer to provide the consulting services for **TENDER NO: 36 of 2021/22 REQUEST FOR PROPOSALS FOR THE PROVISION OF CONSULTANCY SERVICES FOR THE REVIEW OF INFORMATION COMMUNICATION AND TECHNOLOGY POLICY AND PROCEDURE** in accordance with your Request for Proposal dated [*Insert Date*] 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*]

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, i.e., before the date indicated in Paragraph Reference 1.12 of the Data Sheet, 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 Paragraph Reference 7.2 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: _____

-
- 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 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.]

Assignment name:	Approx. value of the contract (in 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 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: _____



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 phasing of the activities). Such suggestions should be concise and to the point, and incorporated in your Proposal.]



FORM TECH-4

DESCRIPTION OF APPROACH, METHODOLOGY AND WORK PLAN FOR
PERFORMING THE ASSIGNMENT



FORM TECH-5 TEAM COMPOSITION AND TASK ASSIGNMENTS

<i>Professional Staff</i>				
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: _____

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



Section 4. Financial Proposal - Standard Forms

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.

FIN-1 Financial Proposal Submission Form

FIN-2 Summary of Costs

FIN-3 Breakdown of Costs by Activity

FIN-4 Breakdown of Remuneration



FORM FIN-1 FINANCIAL PROPOSAL SUBMISSION FORM

[Location, Date]

To: [Name and address of Client]

Dear Sirs:

We, the undersigned, offer to provide the consulting services for [Insert title of assignment] in accordance with your Request for Proposal dated [Insert Date] and our Technical Proposal. Our attached Financial Proposal is for the sum of [Insert amount(s) in words and figures¹]. This amount is exclusive of the local taxes, which shall be identified during negotiations and shall be added to the above amount.

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 date indicated in Paragraph Reference 1.12 of the Data Sheet.

Commissions and gratuities paid or to be paid by us to agents relating to this Proposal and Contract execution, if we are awarded the Contract, are listed below²:

Name and Address of Agents	Amount and Currency	Purpose of Commission or Gratuity
_____	_____	_____
_____	_____	_____
_____	_____	_____

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 Amounts must coincide with the ones indicated under Total Cost of Financial proposal in Form FIN-2.
- 2 If applicable, replace this paragraph with: “No commissions or gratuities have been or are to paid by us to agents relating to this Proposal and Contract execution.



FORM FIN - 2 SUMMARY OF COSTS

Item	Costs			
	[Indicate Foreign Currency # 1] ¹	[Indicate Foreign Currency # 2] ¹	[Indicate Foreign Currency # 3] ¹	[Indicate Local Currency]
Total Costs of Financial Proposal ²				

- 1 Indicate between brackets the name of the foreign currency. Maximum of three currencies; use as many columns as needed, and delete the others.
- 2 Indicate the total costs, net of local taxes, to be paid by the Client in each currency. 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 <hr/> <hr/>	Description:³ <hr/> <hr/>			
Cost component	Costs			
	<i>[Indicate Foreign Currency # 1]⁴</i>	<i>[Indicate Foreign Currency # 2]⁴</i>	<i>[Indicate Foreign Currency # 3]⁴</i>	<i>[Indicate Local Currency]</i>
Remuneration ⁵				
Reimbursable				
Subtotals ⁵				

- 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 Indicate between brackets the name of the foreign currency. Use the same columns and currencies of Form FIN-2.



GENERAL CONDITIONS OF CONTRACT

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- 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, or in such other country as may be specified in the Special Conditions of Contract (SC), as they may be issued and in force from time to time.
 - (b) Blank.
 - (c) “Consultant” means any private or public entity that will provide the Services to the Client under the Contract.
 - (d) “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 (SC), and the Appendices.
 - (e) “Contract Price” means the price to be paid for the performance of the Services, in accordance with Clause 6;
 - (f) “Effective Date” means the date on which this Contract comes into force and effect pursuant to Clause GC 2.1.
 - (g) “Foreign Currency” means any currency other than the currency of Eswatini.
 - (h) “GC” mean these General Conditions of Contract.
 - (i) “Government” means the Government of Eswatini.
 - (j) “Local Currency” means the currency of Eswatini.
 - (k) “Member” means any of the entities that make up the joint venture/consortium/association, and “Members” means all these entities.



- (l) “Party” means the Client or the Consultant, as the case may be, and “Parties” means both of them.
- (m) “Personnel” means persons hired by the Consultant or by any Sub-Consultants and assigned to the performance of the Services or any part thereof.
- (n) “SC” means the Special Conditions of Contract by which the GC may be amended or supplemented.
- (o) “Services” means the work to be performed by the Consultant pursuant to this Contract, as described in Appendix A hereto.
- (p) “Sub-Consultants” means any person or entity to whom/which the Consultant subcontracts any part of the Services.
- (q) “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 language specified in the SC, 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 SC.

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 SC.

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 SC 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 SC.



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 SC, the amount of which is deemed to have been included in the Contract Price.

1.9 Fraud and Corruption

- 1.9.1 Definitions** It is the Matsapha Council’s policy to require that Consultants under contracts observe the highest standard of ethics during the selection and execution of such contracts. In pursuance of this policy, the Council:
- (a) defines, for the purpose of this provision, the terms set forth below as follows:
 - (i) “corrupt practice” means the offering, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of a public official in the selection process or in contract execution;
 - (ii) “fraudulent practice” means a misrepresentation or omission of facts in order to influence a selection process or the execution of a contract;
 - (iii) “collusive practices” means a scheme or arrangement between two or more consultants, with or without the knowledge of the Client, designed to establish prices at artificial, non-competitive levels;
 - (iv) “coercive practices” means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in a procurement process, or affect the execution of a contract;



1.9.2 (b) will cancel the contract if it determines at any time that representatives of the Consultant or the Client were engaged in corrupt, fraudulent, collusive or coercive practices during the selection process or the execution of that contract, without the Client having taken timely and appropriate action satisfactory to remedy the situation;

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(c) will sanction a Consultant, including declaring the Consultant ineligible, either indefinitely or for a stated period of time, to be awarded a contract if it at any time determines that the Consultant has, directly or through an agent, engaged in corrupt, fraudulent, collusive or coercive practices in competing for, or in executing, a contract;

1.9.3 (d) will require the successful Consultant to disclose any commissions or fees that may have been paid or are to be paid to agents, representatives, or commission agents with respect to 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.

**Commiss
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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 and such other later date as may be stated in the SC. 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 SC.



- 2.3 Expiration of Contract** Unless terminated earlier pursuant to Clause GC 2.6 hereof, this Contract shall expire at the end of such time period after the Effective Date as specified in the SC.
- 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 Definition** 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 fulfil 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 GC 2.6.1. In such an occurrence the Client shall give a 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 GC 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 GC 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 GC 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 GC 8 hereof.
- 2.6.3 Payment upon Termination** Upon termination of this Contract pursuant to Clauses GC 2.6.1 or GC 2.6.2, the Client shall make the following payments to the Consultant:
- (a) payment pursuant to Clause GC 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 GC 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** of The Consultant shall hold the Client’s interests 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 GC 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** to 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 SC; 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 SC.
- 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 CD ROM 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 SC.
- 3.8 Accounting, Inspection and Auditing** The Consultant (i) shall keep accurate and systematic accounts and records in respect of the Services hereunder, in accordance with internationally accepted accounting principles and in such form and detail as will clearly identify all relevant time changes and costs, and the bases thereof, and (ii) shall periodically permit the Client or its



designated representative, and up to two years from the expiration or termination of this Contract, to inspect the same and make copies thereof as well as to have them audited by auditors appointed by the Client, if so required by the Client as the case may be.

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 Government shall provide the Consultant such assistance and exemptions as specified in the SC.
- 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 GC 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 in foreign currency/currencies is set forth in the SC.



(b) The price payable in local currency is set forth in the SC.

- 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 SC. Unless otherwise stated in the SC, 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 SC. 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 SC for such payment have been met, and the Consultant has submitted an invoice to the Client specifying the amount due.
- 6.5 Interest on Delayed Payments** If the Client has delayed payments beyond thirty (30) days after the due date stated in the Clause SC 6.4, interest shall be paid to the Consultant for each day of delay at the rate stated in the SC.

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 SC.

