



ESWATINI ELECTRICITY COMPANY

REQUEST FOR PROPOSAL

RFP 011 of 2024/2025

DEVELOPMENT & MAINTENANCE OF MOBILE APP AND REPORTING DASHBOARD/PORTAL

CLOSING DATE: 24 OCTOBER 2024 @11:00 am

COMPULSORY VIRTUAL PRE-TENDER BRIEFING: 2 OCTOBER @10:00 am

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1.0	INVITATION TO TENDER.....	3
2.0	DEFINITIONS	4
3.0	BACKGROUND.....	4
4.0	TERMS OF REFERENCE	4
5.0	TENDER EVALUATION CRITERIA	14
6.0	ELIGIBILITY OF TENDERS.....	17
7.0	CONTRACT AWARD	18
8.0	SUBMISSION AND VALIDITY OF TENDERS.....	19
8.1	Submission of Tenders.....	19
9.0	INSTRUCTIONS TO TENDERERS	21
10.0	CONTRACT TERMS AND CONDITIONS	26
11.0	GENERAL CONDITIONS OF CONTRACT	31
12.0	PARTICULAR CONDITIONS	32
13.0	APPENDICES	38
	FINANCIAL PROPOSAL SUBMISSION FORM	41
	CURRICULUM VITAE (CV).....	42
	MAINTENANCE TERMS & CONDITIONS.....	44
14.0	TENDER DATASHEET	49

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1.0 INVITATION TO TENDER

RFP 011 OF 2024/2024 FOR DEVELOPMENT AND MAINTENANCE OF MOBILE APPLICATION AND REPORTING DASHBOARD/PORTAL

Tenders are hereby invited from suitable, qualified, and reputable **local** and **international** service providers for the Development and Maintenance of Mobile Application and Reporting Dashboard/Portal as per details of this RFP. The RFP is downloaded at www.sppra.co.sz or www.eec.co.sz.

A non-refundable tender fee of **E1,000.00** should be made to any of the **EEC BANK ACCOUNTS** listed in the table below or any of the **EEC REVENUE OFFICES**. Proof of payment must be submitted with the bid document. The **REFERENCE** to be used when making the payment is **RFP 011 of 2024/2025**.

Name	Bank Name	Account Number	Branch Code	Branch
Eswatini Electricity Company	Standard bank	9110003236261	663164	Swazi Plaza
Eswatini Electricity Company	Nedbank	020000286843	360164	Mbabane
Eswatini Electricity Company	First National Bank	62154679735	280164	Mbabane

NB: All banks are in Eswatini.

- i) The Closing date for submission of tenders is **24 October 2024, at 11h00**. Emailed, late, incomplete, telephoned, or telegraphic tenders will not be considered.
- ii) All enquiries relating to this tender may be addressed to Mr. Bongani Chauke at bongani.chauke@eec.co.sz. Completed tenders should be delivered in a sealed envelope to the tender box at the EEC Head Office Reception clearly marked: **RFP 011 of 2024/2025 Development and Maintenance of Mobile Application and Reporting Dashboard/Portal**.
- iii) The Proposal submitted by each Bidder shall be separated into two separate packages, one package containing the Technical Proposal and the other containing the Financial Proposal. For the Technical Proposal, the Bidders shall provide one (1) original and three (3) copies with a soft copy in a form of USB.

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2.0 DEFINITIONS

- | | |
|----------------------------|---------------------------------------------------------------------------------------|
| a) EEC | Eswatini Electricity Company |
| b) TENDERERS | Vendors submitting proposals. |
| c) LOCAL CURRENCY | Lilangeni (SZL). |
| d) SERVICES | The work to be performed by the Service provider pursuant to this Contract |
| e) PARTY | Company or the Service provider, as the case may be, and “Parties” means both of them |
| f) PROCURING ENTITY | Eswatini Electricity Company |
| g) BUSINESS DAY | Any day of the week other than Saturdays, Sundays, or public holidays in Eswatini. |

3.0 BACKGROUND

EEC is a forward-thinking enterprise, dedicated to delivering reliable power solutions to our customers. In our ongoing efforts to enhance customer experience and streamline operations, we are seeking proposals from qualified vendors for the development and maintenance of a mobile application and reporting dashboard/portal.

4.0 TERMS OF REFERENCE

4.1 Objectives

The primary objective of this project is to create a comprehensive, user-friendly and feature-rich mobile application and reporting dashboard/portal that enables our customers to access our services conveniently and manage their electricity accounts efficiently and provides our internal stakeholders with real-time insights and analytics.

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4.2 Scope of Works

1. This document is a Request for Proposal (RFP) for a system study, design, development, testing, implementation & maintenance of Mobile App and Reporting dashboard/portal.
2. All development(s) & enhancement(s) shall be done at par with the best of industry standards in minimum span of time & maintenance of the same shall be done to the satisfaction of EEC.
3. Features in the App and Dashboard shall not be limited to existing applications. Detailed features/requirements shall be finalized during the requirement gathering phase.
4. The solution shall cover development and maintenance of:
 - (a) Mobile App (Android, Huawei and iOS) & Portal shall be developed for consumers & EEC with industry standard User Interfaces and new technological design patterns.
 - (b) An interactive dashboard shall be developed which contains various data analytics and reports based on data collected through Apps & APIs. Dashboard layout e.g. graphs, chart, visual, comparison pie chart etc. shall be finalized during the requirement gathering phase and it may change as and when required.
 - (c) Detailed reports requirements for the dashboard shall be finalized during the requirement gathering phase.
 - (d) Data shall be made available in public domain in customized form. Data shall be published in an interactive manner, for e.g. graphs, charts, comparison pie chart, csv, pdf, excel etc.
 - (e) End to end integration (via APIs) & API testing of Mobile App & Portal with TSPs platforms.
 - (f) End to end API testing shall be the responsibility of service provider and issues shall be communicated to respective TSPs as and when required.
 - (g) Bug fixing support shall be provided to TSPs as and when required.

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5. The design of Application should be robust, scalable, interoperable, modular so that it can be integrated with other EEC applications/portals. The service provider shall be required to provide and extend all the necessary support facilitating exchange of data across various applications.
6. The service provider shall provide necessary support for integration of App (like SDK etc.) with other Apps as identified by EEC.
7. The service provider shall update the App to be compatible to the latest version of Android, Huawei and iOS.
8. Application shall be hosted on prem (EEC data center), and security auditing shall be done by service provider. The service provider shall also be responsible for server monitoring.
9. The service provider shall ensure 99% uptime and will take immediate action in case of bugs related to the application. The service provider shall ensure that in each instance, the system should not be down for more than 4 hours.
10. The service provider shall address device compatibility / responsive forms related issues.
11. The service provider shall be responsible for testing patches / application.
12. The service provider shall fix security vulnerabilities whenever any issue occurs.
13. The service provider shall be responsible for patch deployment on production server.
14. The service provider shall keep & provide up-to-date source code(s) and necessary documentation in repositories (like git.) as identified by EEC or whenever any modification is made. The source code(s) shall comprise of Android App, Huawei App, iOS App & Portal. Apps shall be released through code available on repository only. Apps releases shall be managed by the service provider. However, if EEC wishes to manage the same itself, then the service provider shall provide all necessary support in the complete release process.
15. The service provider shall be responsible for version control & management of the App & Portal source code.
16. The service provider shall provide a walk-through of App & Portal whenever there is any update made to them.
17. The service provider shall provide data management like storage monitoring on all VMs, backup, purging, archiving, retrieving etc. optimizing database for optimum utilization of available infrastructure.
18. Service provider shall maintain and provide month-wise data to EEC in geo-spatial format, raw & processed logs. Service provider shall also provide ad-hoc reports to EEC as when required.

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19. The service provider shall be responsible for safeguarding system/application software from security threats. Service provider shall always keep the App, Portal, Application software, OS, etc. updated with the latest version. The service provider shall be responsible for deployment of patches to keep App, Portal, Application software, OS, etc. updated or as per advisories received by EEC from ESCCOM or any external agency.
20. The service provider shall be responsible for fulfillment of ad hoc requests (report/data/information).
21. The service provider shall be responsible for server monitoring, including monitoring of: -
 - (a) Resources utilization
 - (b) System Software (database, application/web servers, containers etc.)
 - (c) Load (requests)
 - (d) Security aspects
22. Only upon due intimation and approval of EEC, the service provider shall make changes in the settings in the system for improving the app/portal performance.
23. The service provider shall maintain all records and provide on a quarterly basis the bug list, issue list, no. of maintenance calls, status of issues, list of regular maintenance activities/monitoring of the system, backup and restore demonstration, root cause analysis and performance report to EEC.
24. The service provider shall update the Application/Database as and when required.
25. If any changes in the settings are warranted in the system for improving the system/ network performance, such changes shall be initiated by the service provider upon due intimation and approval of the EEC.
26. Service provider shall provide a support email on Play Store & App Store to receive comments/email from users. The credentials of the email shall also be shared with EEC. The service provider shall monitor the reviews/comments received on Play Store & App Store, on email or shared by EEC, and shall diagnose, do required root cause analysis and reply accordingly. In case any update is required in the App/Portal, service provider shall implement the same.
27. Service provider shall assign persons (as Primary & Secondary Point of Contact) to assist EEC in reporting errors and in providing first-line support in the use and operation of the App/portal, whose contact information (both mobile no. and email ID) should be provided to EEC.

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28. Incident reporting shall be done by the service provider. All the reported incidents with status and RCA shall be provided by service provider to EEC on a regular basis.

4.3 System requirements

1. Deliverables:

- (a) Project Management Documents
 - (i) Project Management Plan
 - (ii) Activity list
 - (iii) Risk register
 - (iv) Issue log
 - (v) Requirement documents
- (b) System requirement specification (SRS) document comprising of following: -
 - (i) Requirement Analysis Document
 - (ii) Solution Architecture
 - (iii) Database design
 - (iv) High Level and Low-Level Design
 - (v) Data Backup/ Archival Process
 - (vi) Requirement Traceability Matrix
- (c) Development
 - (i) Source Code (Apps and portal)
 - (ii) Source code walk through document
- (d) Test Report
 - (i) TSP wise API test report (In case of DnD)
 - (ii) Unit test report
 - (iii) Integration and System Test report
 - (iv) User Acceptance Test reports
- (e) Handover
 - (i) Hosting
 - (ii) Details on the usability of the existing IT infrastructure
 - (iii) User Manual / SOP
 - (iv) Technical Manual, Help Manual
 - (v) Signing key of mobile app development on all platforms

2. Hosting: The applications shall be hosted on the EEC Data Centre. The service provider shall deploy and maintain the app and portal on the Virtual Machines (VM's) provided by EEC. The deployed applications on VM's should be monitored by service provider for any addition/reduction of resources. All the required resources shall be provided by EEC. The service provider shall also optimize the resource utilization.

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3. Training: The service provider shall provide exhaustive training to EEC officials, TSPs, Appellate Authority and other stakeholders as identified by EEC for the delivered solution. The e-learning material in the form of small videos, PowerPoint presentation, and EEC material, in PDF form, shall be made available.
4. Service provider shall support all the development activities carried out by TSPs and shall respond to their queries in a time-bound manner.
5. Service provider shall appoint a full-time project manager as the Primary Point of Contact, and another employee as the Secondary Point of Contact for communications/ discussions with EEC.
6. Service provider shall attend all the meetings regarding project progress review/ presentations called by EEC even on a short notice period.
7. Service provider shall use open-source technologies for development of the App/portal/ solution/software.
8. Service provider shall ensure that project team members are not changed/replaced without the consent of EEC.
9. Service provider shall develop the solution in a way so that new modules can be developed independently and integrated in a plugin/plugin play manner.
10. The service provider shall also be required to undertake the following tasks:
 - (a) Requirement gathering of the Portal and App with or in consultation with EEC Project Team.
 - (b) Coordination and collection of required content from EEC.
 - (c) Integration and consolidation of data and information.
 - (d) End to end integration and testing of TSP's APIs
 - (e) Coordination and communication with TSPs where new technology is required
 - (f) Provide support to TSPs in bug fixing as and when required
11. Security Audit of the System:
 - (a) Service provider shall get the security audit of the entire software applications done through one of the ESCCOM empaneled agencies to ensure the system is secure from external threats and hacking possibilities.
 - (b) The primary objective of the security audit exercise is to identify any vulnerabilities in the web application from external threats. Once the threats are identified and reported by the auditors, necessary actions to rectify the same shall be taken and security loopholes shall be plugged in by the service providers through script modifications, OS hardening etc.
 - (c) The security audit shall be included in project planning activities.

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- (d) The cost of security audit shall be borne by the service providers (exact amount to be specified and included as part of project cost). The service providers shall be responsible for removing all the bugs reported during the security audit to ensure that all vulnerabilities are fixed, and for getting the security audit cleared.

12. Non-Functional Requirements-

(a) Performance- The App/Portal will be accessed by the public, hence proposed application's architecture, hardware and network requirements should support the application to be reasonably fast and should not cause delay in response based on actual load & when multiple/ concurrent users (for example 5000 sessions) are connected to the portal.

(b) Quality Attributes– Following are the important software qualities that will be met by the App/Portal: -

- (i) The App/Portal needs to be responsive & can be viewed on multi channels/ devices i.e. Phone/Tablet/Displays & support voluminous user base.
- (ii) It should be able to handle multiple requests.
- (iii) For ease of use, every GUI/feature should consist of a help menu or tooltip with it.
- (iv) Names/Tables/Columns of analysis reports should be self- explanatory.

(c) Technology license & Deployment– The App/Portal needs to be deployed on prem (EEC Data Centre). It should be designed & developed in a way to let the IPR rights remain vested with EEC. The portal needs to be developed using open-source technologies to avoid any product or periodic license fees etc. EEC shall be the sole owner of all IPR for the software.

(d) Operation & Maintenance - The EB shall provide the support & maintenance on fixing the bugs, minor changes, data collection, data cleaning, data validation, data conversion, integration of the data for the application & monitoring the portal services & mobile app, for two (2) years from the date of completion of warranty period.

(e) Security – Login level security for admin module & secure communications would be needed between client & server and data made available and sought from TSPs, through API/interface. Captcha to be implemented wherever required for human verification. Industry standard best practices shall be implemented across the solutions.

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13. The service provider shall take a sign off from the user after completion of each milestone and submit a report to EEC Project Coordinator accordingly. The final sign-off for the project shall be taken after completion i.e. Go-live and complete acceptance of the project.
14. There shall be no partial sign-off or acceptance of the project. For all the milestones, work must be complete with respect to all the modules.
15. The EEC will review the progress of the work done by the service provider as and when required.
16. Warranty and maintenance Support – service provider shall provide 12 months of warranty and maintenance support free of cost for the delivered solution from the date of project completion date that is, Go-live and complete acceptance of the project.
17. Though the initial maintenance and support period is of twenty-four (24) months, however, depending on the performance of service provider and requirement of EEC, the EEC may consider extending the maintenance period. The financials for the extended period shall not be in excess of 10% of maintenance cost as submitted in this bid.
18. The EEC may seek clarifications, with respect to the proposal, from the service provider(s) at any stage. The reply thus submitted by service provider(s) shall be reviewed by EEC.
19. The EEC shall not bear any additional cost other than the financial bid as quoted by service provider or otherwise specified by EEC in this RFP document.
20. Service provider shall strictly adhere to the timelines in relation to the proposed project plan. All endeavors should be made to complete the project within specified timelines. In the event of a delay in the delivery for the reason attributable solely to the service provider, a penalty of 2.5% of total project cost per week shall be levied. The Maximum penalty shall be 20% of the total project cost.
21. If EEC is not satisfied with the quality of deliverables, it shall seek a formal explanation for the same. In case the reply submitted by the service provider is found to be unsatisfactory, EEC may terminate the services of the service provider and shall not be bound to release any further payments/claims.
22. Termination Clause: EEC reserves the right to terminate the contract by giving one month's advance notice to the service provider without assigning any reason. Further, if during the validity period of the contract, the services of the service provider are not found to be satisfactory, EEC may, at any time, terminate the agreement by giving a notice of one month and also make deductions for such unsatisfactory service, as per the agreement, including the

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cost incurred by it for getting the work done from any other party, from the bills of the service provider or from the performance bank guarantee, without prejudice to other remedies available to EEC under the law.

23. Change Management: Any additional requirements shall be handled through Change Management. If any additional requirements are identified, they shall be approved by the EEC so as to be included in the current scope of the project. However, EEC shall bear the additional cost for such requirements. The service provider shall submit the man-month effort required to incorporate the additional requirement (as per Annexure D). EEC shall evaluate and approve the man-month efforts. No fresh tendering shall be required to be done if the cost of additional requirements is within 30% of the initial project cost (as per current scope).
24. Release Management: Release of Apps shall be managed by the service provider with the approval of EEC. However, if the EEC wishes to manage the release process, then service provider shall provide necessary support.

4.4 AMC Conditions

From the date of project completion i.e. Go-live of App & Portal and complete acceptance of the project, the app and portal shall be under warranty for a period of twelve (12) months. Upon completion of warranty period, the Apps and Portal shall be maintained for smooth operationalization for a period of twenty-four (24) months. The terms and conditions for maintenance & support services to be carried out are detailed in the tender document.

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4.5 Payment Terms

1. Payment shall be released, on acceptance of deliverables & milestones, as per the following schedule –

Milestone	Deliverable	Payment to be released
Development of the Project		
i. Project Kick start	Project plan	10%
ii. Requirement gathering	SRS	10%
iii. Design & Development	Source code and related documents	10%
iv. Test Reports	UAT & Go live	60%
v. Warranty & Support	Satisfactory completion	10%
Maintenance of the Project		
Maintenance of App & Portal (Period 24 months)	Bi-annual payments shall be released on completion of rendering satisfactory services.	4 installments

4.6 Qualifications and Experience

	EXPECT	QUALIFICATION	EXPERIENCE
1	Team Leader/Project Manager	<ul style="list-style-type: none"> • Bachelors Degree in Computer Science/IT • MBA/MSC/MIT qualification in Computer science/IT/related field. • Project management certification • Software development certification 	Minimum 5 years' experience: <ul style="list-style-type: none"> • In software development projects • Mobile application development • Project management on software development projects • Experience in Telecom/Broadcasting/Utility/Finance Banking sector in development/maintenance of portal & application
2	System Architect	<ul style="list-style-type: none"> • Bachelor's degree in computer science/IT • Post- Grad qualification in Computer science/IT 	Minimum 5 years' experience in software/mobile application development.

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		<ul style="list-style-type: none"> Enterprise architecture certification Software development certification 	
3	Software Developer	<ul style="list-style-type: none"> Bachelor's degree in computer science/IT Software development certification 	Minimum 3 years' experience in mobile application and software development.

5.0 TENDER EVALUATION CRITERIA

The evaluation will be a Quality and Cost-Based Selection Model as follows:

Stage 1 Preliminary Evaluation

A preliminary evaluation will be undertaken to determine compliance on whether tenders are complete and responsive to the basic instructions and requirements of the tender document. A binary approach (Yes or No) will be used when evaluating the submission of eligibility documents. A bidder who fails to submit the documents as required may be disqualified from further evaluation.

Stage 2 Technical Evaluation

Technical	Description	Maximum Points %
		100
Experience	Experience in Telecom/Broadcasting/Utility/Finance Banking sector in development/ maintenance of portal & app (1 mark for each work order).	4
	Proven track record of handling similar contracts - Supply 4 references (including contact details such as Client/Company Name, Telephone Number, and Email Address) regarding the contracts. Less than 4 clients will be scored based on the below formula: Number of positive verified references (1 mark for each work order)	4

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	NB: EEC reserves the right to contact and visit any of the referenced clients listed.	
	Company to provide curriculum vitae of the key personnel that will be responsible for this project. CVs to demonstrate a minimum of 5 years' experience in systems software: no response, = 0 0-1 years' experience =2 3-4 years' experience = 5 5 or more years' experience = 7	7
Understanding of project	Brief of EEC requirements: the project is to develop a new, resilient, and improved EEC mobile application that will handle the growing demand for energy services in the Kingdom of eSwatini. The new application will have enhanced functionality, an improved user interface, and be designed to provide a seamless and efficient experience for users. The project is expected to include the following phases: system design, development, testing, and deployment	4
	Analysis: the bid is demonstrating the understanding and analysis of the problem statement- be able to demonstrate stages or phases in implementation of the project deliverables.	3
	Interpretations: the interpretations of each deliverable as per the SRS documentation. The bid should demonstrate interpretation of the SRS documentation.	3
Proposed Development methodology and Solution proposed	Study and analysis of existing /similar Mobile apps/portals and include best practices in design.	10
	Service provider can provide wireframes/working models. The purpose is to visualize the various forms / screens/ process flow and integration in system.	20
	Process improvement/ improvisation to effectively reduce turnaround time/ Development Methodology (SDLC).	10

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Proposed Architecture, Security Features and Technology Stack	VM requirements: review of the CPU, memory, storage factor and network	3
	Data flow: review the processing, ingress, egress, and monitoring of the data flows as aligned to the SRS documentation	2
	Advanced security enhancements protocols/ standards: review the encryptions, authentication, and firewalls as well as the compliance aspect to IT related best practices and standards.	2
	Tools, database: review of the development tools, databases, monitoring /security tools	3
Proposed Timelines	Detailed activity plan, deliverables, etc.	10
Proposed maintenance methodology	Proposed methodology/process for maintenance.	7
	Proposed change/enhancements in App/Portal within quoted annual AMC cost.	5
	Degree of Promotion of Swazi Citizens – involvement of eSwatini citizens as part of the project team or partnering with local companies	3
Total Score for Technical Evaluation		100
Minimum acceptable final score for tender award		70

Stage 3 Financial Evaluation

The financial evaluation of the bids will follow the following process:

- The evaluation team will review the financial bids and determine the evaluation price for each proposal.
- The lowest-priced proposal shall be given a financial score of 100 and the other proposals shall be given a financial score that is inversely proportional to the lowest evaluated price.

Technical proposals must be submitted separately from the financial proposals, each wrapped in a separately sealed envelope and clearly marked ‘technical proposal’ and ‘financial proposal,’ respectively.

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Stage 4 Final Evaluation

The weighted scores (technical and financial) shall be added together to give a total score for each proposal and the supplier with the highest score shall be recommended for award.

The weights to be used for the evaluation are as follows:

- Technical – 70%
- Financial – 30%

6.0 ELIGIBILITY OF TENDERS

The EEC requires that tenderers observe the highest standard of ethics during the procurement process and execution of contracts. When used in the present regulations, the following terms are defined as follows:

- “Corrupt practice”** means the offering, giving, receiving, or soliciting of anything of value to influence the action of a company official in the procurement process or in contract execution; and
- “Fraudulent practice”** means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of EEC and includes collusive practice among tenderers (prior to or after tender submission) designed to establish tender prices at artificial non-competitive levels and to deprive EEC of the benefits of free and open competition. EEC will reject a proposal for award if it determines that the tenderer recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question. Further, a tenderer who is found to have indulged in corrupt or fraudulent practices risks being block-listed from procurement at EEC.
- Tenderers and their officers, employees, agents, and advisers must not engage in any collusion, anti-competitive conduct or any other similar conduct with any other Tenderer or any other person in relation to the preparation or submission of tenders. In addition to any other remedies available under any law or any contract, the EEC may at its sole discretion immediately reject any tender submitted by a tenderer that engaged in any collusive tendering, anti-competitive conduct or other similar conduct with any other tenderer or any other person in relation to the preparation or submission of Tenders.
- Any collusion amongst Tenderers or between Tenderers and EEC personnel is forbidden and discovery of any such act will disqualify the Tenderer(s) and result in disciplinary action against the EEC employee. The tender, or contract if it has been concluded already, will be

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declared invalid if EEC determines that the Tenderer, or any person acting on his behalf, has offered, promised, or given a bribe, gift or other inducements to an officer or employee of EEC with the intention of influencing the award of the contract.

The Tenderer should provide satisfactory evidence acceptable to EEC to show that:

- It is a reputable company that has adequate technical knowledge, professional qualification, and wide experience in performing the desired task.
- It has adequate financial stability and status to meet the stipulations under the contract. It is financially solvent and without current judgments or any other financial background which could prevent it from operating bank accounts, raising finance, and conducting other activities which are essential to the running of a business.
- It has a qualified and experienced team assigned for the work under this tender.

Tenderers are advised to provide all relevant information as required.

7.0 CONTRACT AWARD

- i) A tenderer who scores the highest final score shall be selected as the preferred tenderer and will be recommended for the award of the contract. Approval of award and of contract does not constitute a contract award.
- ii) An intention to award notice shall be issued through the Eswatini Public Procurement Regulatory Agency (ESPPRA) guidelines. The notice shall allow for a notice period of at least 10 working days from the dispatch and publication of the notice before the award of the contract.
- iii) All Tenderers are required to provide contact email addresses through which they will be notified of the intention to award on the day that the Intention is sent to the Eswatini Public Procurement Regulatory Agency (ESPPRA).
- iv) Successful tenderers will be required to sign the Service Level Agreement (SLA) / Contract.
- v) It is EEC's sole discretion to award or not to award any of the tenderers nor will EEC be bound to give reasons for not awarding any or all tenderers.

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8.0 SUBMISSION AND VALIDITY OF TENDERS

8.1 Submission of Tenders

- i) Completed tenders should be delivered in a sealed envelope to the tender box at the EEC Head Office Reception clearly marked as follows; “**RFP 011 of 2024/2025 Development and Maintenance of Mobile Application and Reporting Dashboard/Portal**”. The Closing date for submission of the tenders is the **24 October 2024** at the **EEC Head Office, Mhlambanyatsi Road, Mbabane, Eswatini** no later than **11h00**.
- ii) Faxed, e-mailed and late tenders will not be accepted. Tenders may be delivered by hand, courier, or posted at the bidder’s risk and must be received by the deadline specified above, irrespective of how they are sent or delivered.
- iii) No modification or withdrawal of tenders will be allowed after the deadline for the submission of the tender.

8.2 Validity of Tenders

- i) Tenders shall be valid for a period of ninety (90) days from the submission deadline.
- ii) The tender shall remain valid and open for acceptance by EEC for not less than ninety (90) days after the submission of tenders. A tender that purports to be valid for a shorter period shall be rejected as being non-responsive.
- iii) Language of Tenders

All bids must be written in English language and be submitted in 3 hard copies with an electronic copy in a form of USB (i.e., one original and two copies). Mark clearly on the front page to differentiate original from copies.

8.3 Withdrawal, Substitution, and Modifications

- i) In the event that a tenderer wishes to withdraw a tender, a notification in writing must be addressed to bongani.chauke@eec.co.sz followed by a signed confirmation copy. The changes or modifications shall be initialled in black ink.
- ii) There shall be no refund of the tender fee for any withdrawals.
- iii) No tenders may be withdrawn or modified in the interval between the submission of tenders and the expiration of its validity.
- iv) Where a tenderer wishes to substitute or modify a tender, He/she shall do so in writing addressed to bongani.chauke@eec.co.sz. Modified/replaced tender documents shall be clearly marked and submitted before the closing date of the tender.

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- v) At any time prior to the deadline for submission of Applications, the EEC may amend the request for proposals by issuing Addenda. Any Addendum issued will be communicated through the advertising platform for this tender. To give prospective Applicants reasonable time to take an Addendum into account in preparing their proposals, the EEC may, at its discretion, extend the deadline for the submission of Applications.
- vi) All enquiries relating to this tender may be addressed to bongani.chauke@eec.co.sz not later than the **7 days prior to the submission deadline 2024**.

8.4 Negotiations

- i) The negotiations will be held at the date and address indicated in the Data Sheet with the Consultant's representative(s) who must have written power of attorney to negotiate and sign a contract on behalf of the Consultant.
- ii) The Procuring Entity shall prepare minutes of negotiations that are signed by the Procuring Entity and the Consultant's authorized representative.
- iii) The invited Consultant shall confirm the availability of all Key Experts included in the Proposal as a pre-requisite to the negotiations. Failure to confirm the Key Experts' availability may result in the rejection of the Consultant's Proposal and the Procuring Entity proceeding to negotiate the Contract with the next-ranked Consultant.
- iv) Notwithstanding the above, the substitution of Key Experts at the negotiations may be considered if due solely to circumstances outside the reasonable control of and not foreseeable by the Consultant, including but not limited to death or medical incapacity. In such case, the Consultant shall offer a substitute Key Expert within the period of time specified in the letter of invitation to negotiate the Contract, who shall have equivalent or better qualifications and experience than the original candidate.
- v) The negotiations include discussions of the scope of works, the proposed methodology, the Procuring Entity's inputs, the special conditions of the Contract, and finalizing the "Description of Services" part of the Contract. These discussions shall not substantially alter the original scope of services under the TOR or the terms of the contract, lest the quality of the final product, its price, or the relevance of the initial evaluation be affected.

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- vi) For financial negotiations, the negotiations include the clarification of the Consultant’s tax liability in Eswatini and how it should be reflected in the Contract.
- vii) If the selection method included cost as a factor in the evaluation, the total price stated in the Financial Proposal for a Lump-Sum contract shall not be negotiated.
- viii) In the case of a Time-Based contract, unit rates negotiations shall not take place, except when the offered Key Experts and Non-Key Experts’ remuneration rates are much higher than the typically charged rates by consultants in similar contracts. In such case, the Procuring Entity may ask for clarifications and, if the fees are extremely high, ask to change the rates after consultation with ESPPRA.
- ix) The negotiations are concluded with a review of the finalized draft Contract, which then shall be initialled by the Procuring Entity and the Consultant’s authorized representative.
- x) If the negotiations fail, the Procuring Entity shall inform the Consultant in writing of all pending issues and disagreements and provide a final opportunity to the Consultant to respond. If disagreement persists, the Procuring Entity shall terminate the negotiations informing the Consultant of the reasons for doing so. After having obtained approval, the Procuring Entity will invite the next-ranked Consultant to negotiate a Contract. Once the Procuring Entity commences negotiations with the next-ranked Consultant, the Procuring Entity shall not reopen the earlier negotiations.

9.0 INSTRUCTIONS TO TENDERERS

A. Definitions

Abbreviations shall bear the meaning ascribed to them as follows:

"Bidder" or **"Consultant"** means a Consulting firm, including any and all subcontractors, who has been invited by the EEC to submit a proposal and who submit a proposal, which proposal may or may not be successful in being awarded this contract.

"EEC" means the **Eswatini Electricity Company**.

"Request for Proposal" or **"RFP"** means this solicitation of a formal technical proposal, including a qualifications statement.

"Employer" or **"Client"** shall be used interchangeably to refer to the **EEC**, the Project sponsor.

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Unless the context clearly indicates a contrary intention, any words importing or connoting any gender include all genders; The singular includes the plural and vice versa; Natural persons include artificial persons and vice versa.

B. Examination of Documents

Bidders shall address all items as specified in this RFP. Failure to adhere to this format may disqualify a Bidder from further consideration. Submission of a proposal shall constitute evidence that the Bidder has made all the above-mentioned examinations and investigations and is free of any uncertainty with respect to this RFP.

C. Tender Briefing / Site Visit

A Compulsory team's virtual pre-proposal tender briefing will be held on the 2nd of October 2024 @ 10:00 am. **Meeting ID:** 356 703 067 225

Passcode: y5ZZtG

D. Cost of Tendering

The Bidder shall bear all costs associated with preparation and submission of its proposal, and the Employer will in no case be responsible or liable for those costs, regardless of the outcome of the tendering process.

E. Applicable Law

The tendering process has been organized pursuant to the laws of the Kingdom of Eswatini. Consultants are solely responsible for satisfying themselves with respect to all the requirements of the laws of the Kingdom of Eswatini that are applicable. Consultants shall ensure that they comply fully with the laws of the Kingdom of Eswatini at all times during the tendering process and during the execution of the assignment.

F. Eligibility

Eligibility documents are listed in the "Form of Tender" section of this document.

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G. Taxes

Tenderers shall be solely responsible for all duties, levies, and taxes that are payable in the Kingdom of Eswatini and shall prepare their Tenders accordingly. Tenderers should fully acquaint themselves with the tax requirements of the Kingdom of Eswatini including but not limited to VAT, income tax, employee tax, corporate tax, and withholding tax requirements. Tenderers shall be responsible for taking account of the impact of double taxation agreements that may exist between Kingdom of Eswatini and their countries of registration. The income Tax Order of Eswatini stipulates that a 15% Withholding Tax is deducted from payments made to foreign companies for executing a contract awarded in Eswatini. The EEC shall deduct this Tax from every payment made and present a withholding Tax Certificate to the consultant to make a claim in his country of origin, if eligible.

H. Currency

The proposed cost of this tender must be stated in Eswatini Emalangeni or Rands Only. It should be noted that one Lilangeni is equivalent in value to one South African Rand. Foreign currency proposals are not acceptable.

I. Language

All documents submitted must be in English. All questions and/or requests for clarification made by the Consultant in relation to the Tender Process must be in English.

J. Confidentiality

All information received from the EEC as part of the Tender Process will be treated on a confidential basis by the Consultant. Such will include technical documents as well as drawings. Furthermore, the Client will preserve the confidentiality of any business proprietary or confidential information submitted by the Bidder, which is clearly designated as such by the Bidder, to the extent permitted by the laws of the host country.

K. Right to Cancel Tender

Notwithstanding any provision in the RFP, the EEC, in its sole and absolute discretion, reserves the right not to award the contract to any Consultant and/or to cancel the Tender at any stage. The EEC shall not be liable for any costs incurred by any Consultant as a result of the cancellation of the Tender.

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L. Economy of Proposals

Proposal documents should be prepared simply and economically, providing a comprehensive yet concise description of the Bidder's capabilities to satisfy the requirements of the RFP. Emphasis should be placed on completeness and clarity of content.

M. Bidder's Certification

The Bidder shall certify (a) that its proposal is genuine and is not made in the interest of, or on behalf of, any undisclosed person, firm, or corporation, and is not submitted in conformity with, and agreement of, any undisclosed group, association, organization, or corporation; (b) that it has not directly or indirectly induced or solicited any other Bidder to put in a false proposal; (c) that it has not solicited or induced any other person, firm, or corporation to refrain from submitting a proposal; and (d) that it has not sought by collusion to obtain for itself any advantage over any other Bidder or over the Employer or any employee thereof.

N. Proposal Submission Requirements

The **Cover Letter** in the proposal must be addressed to The Procurement Manager as follows:

The Procurement Manager
Eswatini Electricity Company
P.O. Box 258,
Mbabane, H100, Eswatini

Physical Address:

Eswatini Electricity Company
Eluvatsini House
Mhlambanyatsi Road
Mbabane, Eswatini

Telephone: +268 2409 4165

Facsimile: +268 2404 1470

Proposals must be submitted to the above address no later than 11:00 AM, on **24 October 2024**.

Proposals may be sent by courier, or hand delivered, but the Bidder shall be responsible for the actual delivery of the proposal to the above address before the deadline. Any proposal received

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after the deadline will be returned unopened. The Client will promptly notify any Bidder if its proposal was received late.

Enquiries for information or clarity related to this RFP must be directed to the Procurement Manager at the above contact details not later than **7 days prior to the submission deadline**. To ensure that all Bidders receive the same information, answers to questions asked by any one of the Bidders shall be provided to all Bidders without disclosing the identity of the Bidder who posed the question.

O. Proposals Packaging

The Proposal submitted by each Bidder shall be separated into two separate packages, one package containing the Technical Proposal and the other containing the Financial Proposal. For the Technical Proposal, the Bidders shall provide an original and three (3) copies which shall be marked "**Original**", "**Copy 1**" and "**Copy 3**" with an electronic copy in a form of (USB) and collectively wrapped, sealed, and labelled "**RFP 011 of 2024/2025 Development and Maintenance of Mobile Application and Reporting Dashboard/Portal**", including the name and address of the Bidder. Documents should not reveal the identity of the Bidder.

P. Power of Attorney

The Bidder must submit with the Proposal a "Power of Attorney" passed through a Board of Directors resolution authorising a representative of the Consultant to conduct all commercial and legal business on behalf of the Bidder relating to this Tender. The authorized representative of the Consultant shall sign the original submission letters in the required format for both the Technical Proposal and, if applicable, the Financial Proposal and shall initial all pages of both.

Q. Effective Period of Proposal / Tender Validity

The proposal shall be binding upon the Bidder for ninety (90) days after the proposal due date and Bidders may withdraw or modify this proposal at any time prior to the due date upon written request, signed in the same manner and by the same person who signed the original proposal.

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R. General and Special Conditions of contract

The General Conditions of Contract (GCC), as well as Special Conditions of Contract (SCC) forming part of this set of tender documents, will be applicable to this tender in addition to the conditions of the tender. Where the GCC and SCC conflict with one another, the stipulations of the SCC will prevail.

S. Acceptance or Rejection of a Tender

EEC reserves the right to withdraw any invitation to tender and/or to re-advertise or to reject any tender or to accept a part of it. EEC does not bind itself to accepting the lowest tender or the tender scoring the highest points. The Tender document shall be downloaded from the ESPPRA website, where a notice of intention to award will also be published after completion of tender evaluations. Any actions or tendencies that will be interpreted as an attempt to interfere with or influence the tendering process will result in immediate disqualification of the Tenderer.

T. Opening and Recording of Tenders Received

Bids will be opened on the closing date and time, and accordingly recorded. Consultants are at liberty to attend Opening of both Technical and Financial Proposals whether virtual or physical. Financial proposal will be opened on a different date after consultants have been informed if their technical proposals have passed the technical evaluation or not.

U. Non-Conformities, Errors, and Omissions

Tenderers with non-conformities, omissions, and errors in any of the requirements will not be considered.

10.0 CONTRACT TERMS AND CONDITIONS

a) General

In this Contract, the following terms shall be interpreted as indicated:

- i)** “The Contract” means the agreement entered into between the Procuring Entity and the Service provider, as signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
- ii)** “The Contract Price” means the price payable to the Service provider under the Contract for the full and proper performance of its contractual obligations.

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- iii) “The Procuring Entity” means the Eswatini Electricity Company, an organization purchasing the Goods.
- iv) “The Service provider” means the individual or firm providing the Services under this Contract.

b) Application

These Contract Terms and Conditions shall apply to the extent that they are not superseded by provisions of other parts of the Contract.

c) Use of Contract Documents and Information

- i. The Service provider shall not, without the Procuring Entity’s prior written consent, disclose the Contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the Procuring Entity in connection therewith, to any person other than a person employed by the Service provider in the performance of the Contract. Disclosure to any such employed person shall be made in confidence and shall extend only so as may be necessary for purposes of such performance.
- ii. The Service provider shall not, without the Procuring Entity’s prior written consent, make use of any document or information enumerated in Clause 4.1 except for purposes of performing the Contract.

d) Payments

- i. The method and conditions of payment to be made to the Service provider under this Contract shall be specified in the Contract document.
- ii. The Service provider’s request(s) for payment shall be made to the Procuring Entity in writing, accompanied by an invoice describing, as appropriate, the Services performed, and upon fulfilment of other obligations stipulated in the Contract.
- iii. Payment shall be made promptly by the Procuring Entity, but in no case later than thirty (30) days after submission of an invoice or claim by the Service provider unless otherwise stated in the Contract.

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e) Prices (where applicable)

- i. Prices charged by the Service provider for Services performed under the Contract shall not vary from the prices quoted by the Service provider in its tender.
- ii. All such prices shall be valid and fixed for a period of ninety (90) days.

f) Change Orders

- i. The Procuring Entity may at any time, by a written order given to the, make changes within the general scope of the Contract in any one or more of the following:
 - a. drawings, designs, or specifications, where Goods to be furnished under the Contract are to be specifically manufactured for the Procuring Entity
 - b. the method of shipment or packing.
 - c. the place of delivery; and/or
 - d. the Services to be provided by the Service provider.
- ii. If any such change causes an increase or decrease in the cost of, or the time required for, the Service provider's performance of any provisions under the Contract. An equitable adjustment shall be made in the Contract price or delivery schedule, or both, and the Contract shall accordingly be amended. Any claims by the Service provider for adjustment under this clause must be asserted within thirty (30) days from the date of the Supplier's receipt of the Procuring Entity's change order.

g) Contract Amendments

No variation in or modification of the terms of the contract shall be made except by written amendment signed by the parties.

h) Assignment

The Service provider may not assign, in whole or in part, its obligation to perform under this Contract except with the Procuring Entity's prior written consent.

i) Subcontracts

The service provider may not enter into any subcontract for performance hereunder unless the Procuring Entity shall have previously consented in writing to such consent or in the Contract, relieve the Service provider from any liability or obligation under the Contract.

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j) Delays in the Service Provider's Performance

Performance of service shall be made by the Service provider in accordance with the time schedule prescribed by the Procuring Entity.

If at any time during performance of the contract, the service provider or its subcontractor(s) should encounter conditions impeding timely performance of Services, the service provider shall promptly notify the Procuring Entity in writing of the fact of the delay, its duration, and its cause(s). As soon as practicable after receipt of Service provider's notice, the Procuring Entity shall evaluate the situation and may at its discretion extend the Service provider's time of performance, with or without liquidated damages, in which case the extension shall be ratified by the parties by amendment of the contract.

Except as provided in the contract, a delay by the Service provider in the Performance of its delivery obligations shall render the Service provider liable to the imposition of liquidated damages, unless an extension of time is agreed upon without the application of liquidated damages.

k) Liquidated Damages

Subject to provisions of the contract, if the Service provider fails to deliver any or all of the Goods or perform the services within the period(s) specified in the contract, the Procuring Entity shall, without prejudice to its other remedies under the Contract, deduct from the contract price, as liquidated damages, a sum equivalent to 5% (percent) of the delivery price of the delayed goods or unperformed services for each week or part thereof of delay until actual delivery or performance, up to a maximum deduction of 30% (percent). Once the maximum is reached, the Procuring Entity may consider termination of Contract.

l) Termination for Default

- i. The Procuring entity without prejudice to any other remedy for breach of Contract, by written notice of default sent to the Service provider, may terminate this contract in whole or in part:
 - a. If the service provider fails to deliver any or all of the goods within the period specified in the contract, or within any extension thereof granted by the procuring entity pursuant to Clause 17; or

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b. If the service provider fails to perform any other obligation(s) under the contract.

ii. In the event the Procuring entity terminates the contract in whole or in part, pursuant to provisions of the contract, the Procuring Entity may procure, upon such terms and in manner as it deems appropriate, goods or services similar to those undelivered, and the supplier shall be liable to the procuring Entity for any excess cost for such similar goods or services. However, the supplier shall continue performance of the contract to the extent not terminated.

m) Termination for Insolvency

The procuring Entity may at any time terminate the Contract by giving written notice to the Service provider if the Service provider becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the Service provider, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the Procuring Entity.

n) Resolution of Disputes

The Procuring entity and the Service provider shall make every effort to resolve amicably by direct informal negotiation any disagreement, disputes, or claim arising out of or in connection with the contract or the breach, termination, or validity thereof.

If, after thirty (30) days from the commencement of such informal negotiations, the Procuring Entity and the Service provider have failed to negotiate such an amicable settlement, any dispute, controversy, or claim arising out of or in connection with this contract, or the breach, termination, or validity thereof, either party may require that the dispute be referred for resolution by final and binding arbitration.

The arbitrator shall determine the matters in dispute in accordance with the laws in effect in Eswatini. All notices to be given in connection with the arbitration shall be in writing and shall be effective upon receipt.

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o) Applicable Law

The contract shall be interpreted in accordance with the laws and regulations in effect in the Kingdom of Eswatini.

p) Notices

Any notice given by one party to the other pursuant to this contract shall be sent to the other party in writing by personal delivery, mail, or e-mail of facsimile and, if by e-mail or facsimile, confirmed in writing to the other party's address specified in the special conditions of contract. Each party may change such address by notice to the other party. A notice shall be effective when delivered or on the notice's effective date, whichever is later.

q) Taxes And Duties

The Service provider shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies incurred or imposed until delivery of the service to the Procuring Entity.

11.0 GENERAL CONDITIONS OF CONTRACT

The Conditions of Contract applicable to this contract shall be:

FIDIC (International Federation of Consulting Engineers)

Condition of Contract for Client/Consultant Model Services. Fifth Edition. 2017. (White Book).

The Conditions consists of two parts, namely.

1. General Conditions of Contract.
2. Particular Conditions of Contract.

The Awarded bidder must obtain a copy of this document from the Federation, at their own cost. The document will not be made available by the Employer or the Engineer.

The Awarded bidder must familiarise themselves with the conditions and stipulations contained therein. No arguments, disagreement or complaint, based on ignorance of the contents of the mentioned document, will be considered as a base for a claim against the Employer.

Copies of the FIDIC Conditions of Contract may also be obtained from:

The South African Association of Consulting Engineers,

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St James House
 Hampton Park North 20 Georgian Crescent
 Bryanston
 P.O. Box 68482 Bryanston 2021
 Telephone Number: +27 11 463 2022

12.0 PARTICULAR CONDITIONS

This Particular Conditions of Contract is in reference to the General Conditions of Contract as contained in FIDIC’s Conditions of Contract for Client/Consultant Model Services Agreement. Fifth Edition. 2017. (White Book)

Reference to General Conditions		Description of Particular Condition	
Clause 1 (General Provisions)			
Clause (Definitions)	1.1	Sub-Clause 1.1.1	“ Agreement ” means the Form of Agreement together with the Client/Consultant Model Service Agreement (General Conditions and Particular Conditions), Appendix 1 (Scope of Services), Appendix 2 (Key Personnel and Sub-consultants), Appendix 3 (Remuneration and Payment), Appendix 4 (Working Programme), Appendix 5 (Minutes of Contract Negotiations Meeting) and Appendix 6 (Forms and Schedules).
		Sub-Clause 1.1.4	“ Client’s Representative ” the designated representative of the Client is <i>[insert name]</i> of the Eswatini Electricity Company.
		Sub-Clause 1.1.5	“ Commencement Date ” means the date within which the Consultant must commence the works on the Project as specified in the Appendix C (Project Schedule).
		Sub-Clause 1.1.8	“ Consultant’s Representative ” the designated representative of the Consultant <i>[insert name]</i>
		Sub-Clause 1.1.9	“ Country ” means the Kingdom of Eswatini.

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	Sub-Clause 1.1.22	“ Project ” means the Consultancy Services <i>[insert project title]</i> as fully described in the request for Proposals issued by the EEC in <i>[insert date]</i>
	Sub-Clause 1.1.24	“ Time for Completion ” means the time for completing the Services being the date specified in Appendix C (Project Schedule).
Clause 1.3 (Notices and other Communications)	Sub-Clause 1.3.1 (c)	Notices, Variation Notices or other forms of communication shall be in writing and delivered by hand (against receipt), sent by electronic mail or courier.
	Sub-Clause 1.3.1 (d)	<p>Notices, Variation Notices or other form of communication to the Client shall be addressed to:</p> <p>The Managing Director Eswatini Electricity Company Luvatsini House, Mhlambanyatsi Road, Mbabane P.O. Box 258 Mbabane Eswatini Telephone No: (+268) 2409 4002 Telefax No.: (+268) 2409 4001 Email: <i>[insert email]</i></p> <p>And copied to:</p> <p>The Project Manager <i>[Insert name]</i> Eswatini Electricity Company P.O. Box 258 Mbabane Eswatini Telephone No: Telefax No.: Email: <i>[insert email]</i></p>

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		<p>Notices, Variation Notices or other form of communication to the Consultant shall be addressed to:</p> <p>Consultant Representative: <i>[Consultant's Representative]</i> <i>[Consultant's Name]</i> P.O. Box Telephone No: Telefax No.: Email:</p> <p>And copied to:</p> <p>The Managing Director: <i>[Consultant's Name]</i> <i>[Physical Address]</i> P.O. Box Telephone No: Telefax No.: Email:</p>
Clause 1.4 (Law and Language)	Sub-Clause 1.4.1	The Agreement shall be governed and construed according to the laws for the time being in force in the Kingdom of Eswatini.
	Sub-Clause 1.4.2	The ruling language of the Agreement shall be English.
	Sub-Clause 1.4.3	All communication written or otherwise from one of the parties to the other party in relation to the Agreement shall be in English.
Clause 1.8 (Confidentiality)	Sub-Clause 1.8.3	The obligations set forth in Sub-Clause 1.8.1 shall expire five (5) years after completion of the Services or the termination of the Agreement (whichever is the earlier).

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Clause (Publication)	1.9	Sub-Clause 1.9.1	The Consultant shall treat the Agreement and everything pertaining thereto as private and confidential. In particular, the Consultant shall not publish any information, drawings or photographs concerning the works.
Clause 2 (The Client)			
Clause (Information)	2.1	Sub-Clause 2.1.2 and 2.2.3	Not Applicable to the Agreement
Clause (Client's Financial Arrangements)	2.4		The Employer will provide a Purchase Order as a payment guarantee.
Clause 2.5 (Supply of Client's Equipment and Facilities)		Sub-Clause 2.5.1	The equipment and facilities that the Client shall make available, free of cost, to the Consultant, for the purpose of the Services, shall be mutually agreed in writing between the parties.
Clause (Services of Others)	2.8	Sub-Clause 2.8.1	The provision of services from others that shall be arranged by the Client must be mutually agreed in writing between the parties.
Clause 3 (The Consultant)			
Clause (Construction Administration)	3.9		Clause 3.9 is not applicable to the Agreement.
Clause 5 (Variations to Services)			
Clause (Variations)	5.1		Insert Sub-Clause 5.1.5: During the Time for Completion, the Works may be increased or reduced by up to 15% of the Accepted Contract Amount without adjustment to the rates tendered, Preliminary and General cost, or other terms and conditions.
Clause 7 (Payments)			
Clause for Payment)	7.2 (Time	Sub-Clause 7.2.1	Amounts due to the Consultant will be paid within 45 days of the date of issue of the Consultant's invoice and

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		payments at Eswatini Electricity Company are made on the 15 th and 30 th of each month. The payments will be according to the Consultant's payment schedule in Annexure 3.
	Sub-Clause 7.2.2	Financing charges shall be at the legal prime interest rate issued by the Central Bank of Eswatini at the date payment was due
Clause 7.4 (Third-Party Charges on the Consultant)	Sub-Clause 7.4.1	The Client shall not be responsible for any exemptions relating to taxes. The Consultant shall comply fully with prevailing laws.
Clause 8 (Liabilities)		
Clause 8.1 (Liability of Breach)	Sub-Clause 8.2.1	The Consultant shall remain liable for a period of three (3) years from the date of acceptance of the Final Report.
Clause 8.3 (Limit of Liability)	Sub-Clause 8.3.1	The limit of liability that the Consultant shall have to the Client shall be two times the Contract Price.
Clause 9 (Insurance)		
Clause 9.1 (Insurance to be taken out by consultant)	Sub-Clause 9.1.1	The Consultant shall take out and maintain professional indemnity insurance and public liability insurance with the minimum amount of cover that is two times the Contract Price. The professional indemnity insurance shall be maintained for a period of three (3) years from the date of acceptance of the Final Report.
Clause 10 (Dispute and Arbitration)		
Clause 10.2 (Adjudication)		Delete this Sub-Clause and replace it with: If the Parties are unable to resolve any dispute resulting from this Agreement by means of joint co-operation or discussion between them, within 4 weeks after a dispute arises, then it shall be resolved by way of court litigation and in Courts in the Kingdom of Eswatini. Adjudication is hereby specifically excluded by the parties as a mechanism of dispute resolution.

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<p>Clause 10.3 (Amicable Settlement)</p>		<p>Not Applicable</p>
<p>Clause 10.4 (Arbitration)</p>		<p>Delete this Sub-Clause and replace it with:</p> <p>If the Parties are unable to resolve any dispute resulting from this Agreement by means of joint co-operation or discussion between them, within 4 weeks after a dispute arises, such dispute shall be finally settled under the AFSA Arbitration Rules by one or more arbitrators appointed in accordance with the said Rules of Arbitration. The seat, or legal place, of the arbitration shall be Eswatini and/or by utilizing any digital platform which may be available to the parties. The language to be used in the arbitration shall be English.</p> <p>Notwithstanding the above, either party may approach the court for urgent relief and both parties agree to submit to the jurisdiction of the Courts in the Kingdom of Eswatini</p>

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13.0 APPENDICES

BID SUBMISSION FORM

Service provider must provide a signed declaration on its company letterhead in the following format. If a joint venture or consortium is presenting the Proposal all members must each sign their own declaration.]

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

The Procurement Manager
Eswatini Electricity Company
Eluvatsini House
P.O. Box 258
Mbabane

Dear Sir/Madam

I, the undersigned, offer to participate in the **RFP 011 of 2024/2025 Development and Maintenance of Mobile Application and Reporting Dashboard/Portal** to the Eswatini Electricity Company in accordance with your RFP and our Proposal.

I hereby submit our Proposal, which displays compliance to the requirements and evaluation criteria. I 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 disqualification.

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

We undertake that, if our Proposal is accepted, to deliver the project on the date to be agreed upon. We understand that the EEC is not bound to accept the lowest or any proposal.

Yours sincerely,

Authorized Signature: _____

Date: _____

Email Address: _____

Business Address: _____

Disclaimer

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DECLARATION OF ELIGIBILITY

[Service provider must provide a signed declaration on its company letterhead in the following format. If a joint venture or consortium is presenting the Proposal all members must each sign their own declaration.]

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

To: **The Procurement manager
Eswatini Electricity Company
Eluvatsini House
P.O. Box 258
Mbabane**

Dear Sir/Madam,

Re Tender Reference: **RFP 011 of 2024/2025 Development and Maintenance of Mobile Application and Reporting Dashboard/Portal**

We hereby declare that: -

- (a) We, have the legal capacity to enter into the contract.
- (b) We are not insolvent, in receivership, bankrupt or being wound up, our affairs are not being administered by a court or a judicial officer, our business activities have not been suspended, and we are not the subject of legal proceedings for any of the foregoing.
- (c) We have fulfilled our obligations to pay taxes and social security contributions.
- (d) We 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) We do not have a conflict of interest in relation to the procurement requirement.

Signed.....

Authorised Representation

Date.....

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FORM FOR TENDER BOND

(Name and Address of Tenderer)

submitted a Tender for **RFP 011 of 2024/2025 Development and Maintenance of Mobile Application and Reporting Dashboard/Portal**

AND WHEREAS the said Tenderer has undertaken to abide by his Tender so submitted for a period of ninety (90) calendar days from the date of submission hereinabove stated, or such other period as may mutually be agreed between Eswatini Electricity Company, represented by the Managing Director and the Tenderer, and notified to us by the EEC.

NOW

(Name and Address of registered Financial Institution) hereby guarantee and undertake to pay to the account of the EEC on first demand in writing and without reference to the Tenderer the sum of TEN THOUSAND EMALANGENI (E10,000.00) or equivalent foreign currency.

PROVIDED THAT

- a) This Tender Bond remains valid, and
- b) The EEC declares in writing that the Tenderer has failed to abide by his undertaking that the Tender shall remain open for acceptance within the specified period or that the Tenderer is unwilling for some reason (which shall be clearly stated) to abide by his Tender or enter into a contract agreement with the EEC for **RFP 011 of 2024/2025 Development and Maintenance of Mobile Application and Reporting Dashboard/Portal** (Calculated as ninety (90) calendar days from the date of submission of the said Tender) and will be extended upon written application by the EEC at least one (1) working day in advance of the last date of validity.

(Authorised Signature)

(Date)

(Name of Signatory)

(Seal/Stamp of Financial Institution)

(Position of Signatory)

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FINANCIAL PROPOSAL SUBMISSION FORM

This form must be submitted with the financial proposal.

Date

Tender No. RFP 011 of 2024/2025 DEVELOPMENT AND MAINTENANCE OF MOBILE APPLICATION AND REPORTING DASHBOARD/PORTAL

To:
**Eswatini Electricity Company
Eluvatsini House
Mhlambanyatsi Road
Mbabane
Kingdom of Eswatini**

Having examined the tendering documents the receipt of which is hereby duly acknowledged, we, the undersigned, offer to deliver the **RFP 011 of 2024/2025 Development and Maintenance of Mobile Application and Reporting Dashboard/Portal** in conformity with the said tendering requirements for the sum of

_____ (words) _____ (numerical) in line with the rates indicated in the proposal and made part of this Tender.

We undertake, if our Tender is accepted, to deliver the services in accordance with the requirements of the specifications forming part of this contract. We agree to abide by this Tender for a period of 90 days from the date fixed for the Tender opening, and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

Until a formal contract is prepared and executed, this Tender, together with your written acceptance thereof and your notification of award, shall constitute a binding contract between us.

We understand that you are not bound to accept the lowest or any tender you may receive.

[signature]

[in the capacity of]

Duly authorized to sign Tender for and on behalf of (Name of Company)

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CURRICULUM VITAE (CV)

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

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

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

Period	Employing organization and your title/position. Contact information for references	Country	Summary of activities performed relevant to the Assignment
[e.g., May 2005-present]	[e.g., Ministry of, advisor/consultant to... For references: Tel...../e-mail.....; Mr. Hobbs, deputy minister]		

Membership in Professional Associations and Publications:

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

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Adequacy for the Assignment:

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

Experts contact information : (e-mail, phone.....)

Certification:

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

{ day/month/year }

Name of Expert
Date

Signature

{ day/month/year }

Name of authorized
Date

Signature

Representative of the Consultant
(The same who signs the Proposal)

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MAINTENANCE TERMS & CONDITIONS

1. The scope of work under maintenance services includes management & assisted operations, support services, preventive maintenance and breakdown/curative maintenance. The underlying philosophy of the maintenance services is to maintain the operation of Apps/Portal running under all conditions with timely and prompt attendance to faults so as to maintain the availability of all modules/software applications in portal and Mobile app.
2. The support functions shall include the following:
 - (a) Onsite/Remote Support and Technical assistance including On-line Assistance, etc.
 - (b) Support for Operations & Management Activities. Operational training to new officers in EEC.
 - (c) Operational Issues & Bug Fixing: This includes handling of all the minor, major (non-critical) and critical problems of the Application, their repair and restoration. The EB shall extend all the cooperation to the client in identifying & rectification of the faults in the shortest possible time.
 - (d) Maintenance of existing code, Version control & management of the application source code,
 - (e) Documentation: Submission of Status reports (quarterly) to the EEC.
 - (f) Periodic Releases: Update of apps shall be done on quarterly basis and/or on release of new version of Android/Huawei/iOS.
 - (g) Application-related optimizations shall be done regularly in order to enhance its performance, as and when necessary, as limited to the scope of this agreement.
 - (h) Data statistics of previous quarters will be stored periodically in Archive Server in report format for client analysis purposes.
 - (i) For backup & recovery purposes, database snapshots will be stored periodically on cloud for backup and recovery of database and application. EEC shall provision necessary space on VM. The EB shall have to periodically test the backup data and restore system from backup at least once in 6 months.
 - (j) Appropriate Measures shall be taken for safeguarding the application software from security threats.
 - (k) Patch management of Application software shall be taken care of along with system requirements.
 - (l) EB shall do server monitoring, which includes monitoring of Resource Utilization, System Software (database, Application/web servers, and containers), Network, Load (requests) & security aspects.
 - (m) If any changes in the settings are warranted in the system for improving the system/ network performance, such changes shall be initiated by the EB upon due intimation and approval of the EEC.

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- (n) EEC’s designated officials shall also extend cooperation to the EB in maintaining the system with minimum downtime and maximum availability. They shall be associated with all maintenance & trouble shooting works along with EB’s engineer(s), wherever feasible.

3. Review meetings: Periodic review meetings, on agreed date & time, shall be held during the contract period to review the technical, operational, quality and any other aspects of the services delivered through the contract. The review meetings shall be attended by the senior representative of EB. The meeting agenda shall inter-alia include but not limited to the following:

- (a) Services related issues.
- (b) Issues related to unattended faults/ problems
- (c) Upgradation issues.

4. Whenever any major outage occurs in any part of the network, an emergency meeting may be called, if so desired by the EEC. Outage related issues in the context of cause, correction and prevention shall be discussed in the meeting.

5. **Change Management:** Keeping in view the system requirements, if any change is required in the software or for development of any additional functionality, the following Change Management Process shall be implemented:

- (a) In case of any major change-
 - (i) on receipt of change request from EEC, the EB shall create a formal description of change Request.
 - (ii) EB shall submit a proposal for Impact Analysis and Timelines and Implementation cost, if there is a major change in requirements.
 - (iii) EEC may evaluate the proposal and approve.
 - (iv) Additional Purchase order shall be issued to EB for the change request.
 - (v) Implementation and UAT.
 - (vi) All technical documents need to be revised in accordance with the change.
 - (vii) EB shall maintain versioning of software.

- (b) Minor enhancements shall be provided free of cost during the Execution & AMC period. The commercials for additional modules or Major enhancements shall be decided mutually by EB and EEC. Both Parties shall decide upon the nature of the change request(s) being proposed.

6. Availability: “Availability” refers to the percentage calculated through the following formula:

Formula:
$$\frac{\text{Scheduled Hours} - \text{Actual Downtime}}{\text{Scheduled Hours}} \times 100$$

- (i) Scheduled Hours: “Scheduled Hours” means the aggregate number

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of hours in the given reporting period during which applications must be available for use by the designated users.

- (ii) Total Downtime: “Total Downtime” means, out of the Scheduled Hours, the aggregate number of hours in the reporting period during which applications were unavailable (fault severity Critical as mentioned in penalty section) for use by the designated users.

7. Penalty for System Availability SLA:

EB will ensure 99% uptime of application software provided by EB and will take immediate action in case of bugs related to the application with SLA as below:

Fault Severity Level	Resolution Time*	Penalty beyond Resolution Time
Critical+	Within 24 Hours	E200 Per Day (limited to maximum 5% of the AMC charges per annum)
Non-Critical#	Within 72 Hours	Extension of maintenance services for 7 days at no additional cost to Client (limited to maximum 30 days extension per annum)

*Resolution Time: “Resolution Time” means the time taken to resolve the incident or to provide an acceptable work around for the incident.

+Critical – Major functionalities severely impaired due to application software failure. However, any underlying system infrastructure related failures will not be included in it.

#Non-Critical –

- (i) Severely concerned about the availability of applications.
- (ii) Any other issues that hamper accessibility of other functionalities (i.e. admin and report module) is not working as per expected behavior.

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S. No.	Documents to be submitted for Technical Evaluation
1	RFP document duly signed by authorized person(s) with seal
2.	Authorisation Letter
3	Experience of EB
	Experience in Telecom/Broadcasting sector for similar work
	Experience in development/maintenance of portal & app of value more than 15 000 during the last 3 years
	Exp. in design & development of website/web portal
4.	Understanding of project
	Brief of EEC requirements
	Analysis
	Interpretations
5.	Proposed Development methodology and Solution proposed
	Study and analysis of existing /similar website and Mobile apps and include best practices in design
	EB can provide wireframes/working models. The purpose is to visualize the various forms / screens/ process flow and integration in system
	Process improvement/ improvisation to effectively reduce turnaround time/ Development Methodology (SDLC)
6.	Proposed Architecture, Security Features and Technology Stack
	VM requirements
	Data flow
	Advanced security enhancements protocols/ standards
	Tools, database etc.
7.	Proposed Timelines
	Detailed activity plan, deliverables, etc.
8.	Proposed maintenance methodology
	Proposed methodology/process for maintenance.
	Proposed change/enhancements in App/Portal within quoted annual AMC cost.

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(On Company Letter Head)

Subject: Financial Bid for Development and Maintenance of Mobile App and Reporting Dashboard/Portal

Resource Allocation & Efforts Estimation					
A. Development Charges (along with 1 year warranty & support)					
S. No.	Resource Role	Resource Nos	Duration (in Months)	Rate (E)	Amount (E)
1.					
2.					
3.					
.....					
Total Development Charges (including 01-year warranty & support)					
B. Annual Maintenance Charges (for 2 years)					
S. No.	Resource Role	Resource Nos	Duration (in Months)	Rate (E)	Amount (E)
1.					
2.					
3.					
Total Annual Maintenance Charges (for 2 years)					
C. Security Audit Charges					
S. No.	Description				Amount (E)
1.	Security audit charge through ESCOM empaneled agency				
Total Project Cost (A+B+C)					
Total Project Cost In words (.....)					

***Price Quoted are exclusive of taxes.**

Date _____

Signature:

Name:

Designation:

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14.0 TENDER DATASHEET

1.	Eligibility criteria	<p>Tenderers must provide the following Eligibility documents:</p> <ol style="list-style-type: none"> i. Company Profile ii. Bid Submission Form iii. A copy of Certificate of Incorporation and Form J or Equivalent iv. Certified copy of Trading License or Equivalent v. Current Original and Valid Tax Compliance Certificate vi. Latest Audited Financial Statements vii. Certified ID copies for Directors viii. Police clearance for Company Directors or Affidavit ix. Certified copy of Labour Compliance Certificate or Equivalent x. Eswatini National Provident Fund (ENPF) Compliance Certificate or equivalent if outside Eswatini. xi. Bid bond E10 000.00 xii. Proof of E1 000.00 payment for the TENDER FEE. xiii. Power of Attorney xiv. Declaration of Eligibility xv. Financial Submission Form- to be submitted with financials. <p>NB: All the above documents must be submitted in the listed order.</p>
2.	Validity	The tender shall be valid for 90 days from the submission/closing date. A tender with less than 90 days' validity will be deemed non-responsive.
3.	Prices	To be included in the financial proposal
4.	Documents comprising the tender	The documentation required for this tender are: One (1) original and three (3) copies with electronic copy in a form of USB which shall be marked "Original", "Copy 1" and "Copy 3" and collectively wrapped, sealed, and labelled accordingly.
5.	Request for clarifications	Clarification can be submitted not later than 7 days prior to the deadline, e-mailed to bongani.chauke@eec.co.sz
6.	Tender Bids submission venue	The location for the submission of tenders is at the EEC Head Office tender box located at: EEC Reception area EEC Headquarters Eluvatsini House, Mhlambanyatsi Road, P.O. Box 258 Mbabane
7.	Submission	The envelope of submissions must be hand delivered to the above address. Sealed envelopes clearly marked, "RFP 011 of 2024/2025 Development and Maintenance of Mobile Application and Reporting Dashboard/Portal" .

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8.	Submission Deadline	No later than 11h00 on the 24 October 2024 .
9.	Tender opening date	24 October 2024 at 11h00, at the same submission address. Bidders who wish to attend or witness the tender opening are welcome. Attendance is not compulsory.
10.	Evaluation of tenders	The evaluation criteria are detailed in the Evaluation Criteria section of this tender document.
11.	Performance security	10% of contract amount in the form of a Bank guarantee or an insurance bond issued by a local institution and will be reduced after warranty completion.

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