

# ESWATINI WATER SERVICES CORPORATION



## REQUEST FOR PROPOSALS

**EWSC 29 OF 2024/2025**

## SELECTION OF CONSULTANTS

### PROJECT NAME

**PROVISION OF CONSULTANCY SERVICES FOR EWSC DIGITAL  
TRANSFORMATION PROGRAM**

**ESWATINI WATER SERVICES CORPORATION  
P.O BOX 20  
MBABANE**

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## Contents

section 2. Information to consultants .....	6
data sheet .....	17
section 3. Technical proposal - standard forms .....	20
3a. Technical proposal submission form.....	20
3b. Firm's references .....	21
3c. Comments and suggestions of consultants on the terms of reference and on data, services, and facilities to be provided by the client .....	22
3d. Description of the methodology and work plan for performing the assignment .....	23
3e. Team composition and task assignments.....	26
3f. Format of curriculum vitae (cv) for proposed professional staff.....	27
3g. Time schedule for professional personnel.....	29
3h. Activity (work) schedule .....	30
section 4. Financial proposal - standard forms .....	31
4a. Financial proposal submission form.....	32
4b. Summary of costs .....	33
4c. Breakdown of price per activity .....	34
4d. Breakdown of remuneration per activity .....	35
4e. Reimbursables per activity .....	36
4f. Miscellaneous expenses .....	37
section 6.2: selected section of particular conditions of contract .....	38

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## SECTION 1. LETTER OF INVITATION

27<sup>th</sup> August 2024

Request for Proposal Number EWSC 29 OF 2024/2025

### PROVISION OF CONSULTANCY SERVICES FOR EWSC DIGITAL TRANSFORMATION PROGRAM

The Eswatini Water Services Corporation (EWSC) desires to improve operations and service delivery through the effective use of use Information and Communications Technology (ICT), as a result, EWSC seeks to develop a digital transformation program that will integrate ICT into all aspects of EWSC operations to deliver value to customers.

In order to be eligible for consideration, the consultant must provide the following eligibility documents:

- Valid Trading license
- Form J and C or equivalent (Proof of company directors and ownership)
- Original valid tax compliance certificate
- Power of attorney
- ENPF compliance certificate or Equivalent (compliance to employee's social contributions)
- Police clearances for all Directors (or affidavits for proof of no conviction)
- Labour compliance certificate or equivalent
- Audited Financial Statements for the past three years.
- Tender Security Bond for SZL20,000.00
- A Certified or signed Joint Venture Agreement for tenderers participating as a joint venture.
- A signed Declaration of Eligibility

Proposals must be accompanied by a tender receipt for a non-refundable tender fee of **E 500.00** payable at any EWSC revenue centre or by an EFT at Eswatini Water Services Corporation Acc. No. 9110000596666, Mbabane Brach (663164) with SWIFT code SBIC SZ MX.

Tenderers must provide their technical proposal in a sealed envelope and the financial proposal in a separate sealed envelope. Both the technical and financial proposal must be enclosed in a sealed envelope marked **EWSC 29 OF 2024-2025"PROVISION OF CONSULTANCY SERVICES FOR EWSC DIGITAL TRANSFORMATION PROGRAM"**.

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The submission deadline shall be **Friday 12:00hrs on 18<sup>th</sup> October 2024**. Telegraphic, telephonic, telex, facsimile, e-mail and late tenders will not be accepted. The Corporation does not bind itself to accept the lowest or any tender.

Request for clarification shall addressed to the Procurement Manager and in writing to [procurement@ewsc.co.sz](mailto:procurement@ewsc.co.sz) on or before 7<sup>th</sup> October 2024.

**J. MASHWAMA**  
**MANAGING DIRECTOR**

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## SECTION 1. TERMS OF REFERENCE

### 1.1 Introduction

1.1.1 The Eswatini Water Services Corporation (EWSC) desires to improve operations and service delivery through the effective use of use Information and Communications Technology (ICT), as a result, EWSC seeks to develop a digital transformation program that will integrate ICT into all aspects of EWSC operations to deliver value to customers.

### 1.2 Objectives

The objective of the project is to develop a three (3) year Digital Transformation program or EWSC.

### 1.3 Description of Works

The description of works for the development of a digital transformation program shall include, but not be limited to;

#### 1.3.1 Assessment

The service provider shall conduct an assessment of existing ICT capabilities, and also define the To Be/ desired capabilities across all ICT domains.

The desired capabilities or To Be state shall be costed together with timelines for subsequent implementation.

#### 1.3.2 Development of a digital transformation program

The service provider shall develop a digital transformation program based on the findings in the assessment above.

The digital transformation program shall include all ICT-related domains.

The service provider shall hold stakeholder meeting(s) to validate the draft program and comments incorporated into the final document.

#### 1.3.3 Implementation Plan

The service provider shall detail the digital transformation program, program management and execution, together with costs and implementation roadmap.

The program shall include a schedule, budget and a description of the impact with regards to human capital, training, alternative approaches, and anticipated implementation risks.

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The service provider shall present the implementation plan to the client to validate the draft program and comments incorporated into the final document.

#### 1.3.4 Reporting

The service provider shall deliver a three (3) year digital transformation program including a results of the As Is assessment, To Be capabilities, program execution resources framework, and ICT architecture report.

#### 1.4 Additional Functionality

At tenderers' discretion, proposals may describe additional components that may be useful to the Corporation, with pricing.

#### 1.5 End of Services

The contractor shall provide the services in accordance with the contract and shall remedy any defects in the Works. The Works shall be deemed complete when the services scheduled in these ToR's have been provided and fit for the purposes intended.

## SECTION 2. INFORMATION TO CONSULTANTS

**1. Introduction**      The Client will select a firm in accordance with the quality and cost-based method of selection.

The consultants are invited to submit a Technical Proposal and a Financial Proposal for the consulting services. The Technical Proposal and the Financial Proposal will be the basis for contract negotiations and ultimately for a signed contract with the selected firm.

When the assignment is phased, the performance of the consultant under each phase must be to the Client's satisfaction before work begins on the next phase. The Client's prior written approval shall be obtained prior to the commencement of the subsequent phase.

The consultants must familiarize themselves with site conditions and take them into account in preparing their proposals. To obtain firsthand information on the assignment and on the site conditions, consultants are

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encouraged to visit the Client before submitting a proposal and to attend a pre-proposal conference.

Please note that (i) the costs of preparing the proposal and of negotiating the contract are not reimbursable as a direct cost of the assignment; and (ii) the Client is not bound to accept any of the proposals submitted.

The Corporation's policy requires that consultants provide professional, objective, and impartial advice and at all times hold the Corporation's interest's paramount, without any consideration for future work, and strictly avoid conflicts with other assignments or their own corporate interests. Consultants shall not be hired for any assignment that would be in conflict with their prior or current obligations to other clients, or that may place them in a position of not being able to carry out the assignment in the best interest of the Client.

Without limitation on the generality of this rule, consultants shall not be hired under the circumstances set forth below:

- (a) A firm which has been engaged by the Client to provide the services for a project, and any of their affiliates, shall be disqualified from providing consulting services for the same project. Conversely, firms hired to provide consulting services for the preparation or implementation of a project, and any of their affiliates, shall be disqualified from subsequently providing services related to the initial assignment (other than a continuation of the firm's earlier consulting services) for the same project.
- (b) Consultants or any of their affiliates shall not be hired for any assignment which, by its nature, may be in conflict with another assignment of the consultants.

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Consultants may be hired for downstream work, when continuity is essential. It will be the exclusive decision of the Client whether or not to have the downstream assignment carried out, and if it is carried out, which consultant will be hired for the purpose.

It is the Corporation's policy to require that its Officials as well as consultants observe the highest standard of ethics during the selection and execution of such contracts. In pursuance of this policy, the Corporation's Board of Directors:

- (a) defines, for the purposes of this provision, the terms set forth below as follows:
  - (i) "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official in the selection process or in contract execution; and
  - (ii) "fraudulent practice" means a misrepresentation of facts in order to influence a selection process or the execution of a contract to the detriment of the borrower, and includes collusive practices among consultants (prior to or after submission of proposals) designed to establish prices at artificial, noncompetitive levels and to deprive the borrower of the benefits of free and open competition.
- (b) will reject a proposal for award if it determines that the firm recommended for award has engaged in corrupt or fraudulent activities in competing for the contract in question;
- (c) will institute legal action if it at any time it determines that corrupt or fraudulent practices were engaged in by representatives of the

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Corporation during the selection process or the execution of the contract.

- (d) will declare a firm ineligible, either indefinitely or for a stated period of time, to be awarded a Corporation contract if it at any time determines that the firm has engaged in corrupt or fraudulent practices in competing for, or in executing, a Corporation contract; and
- (e) will have the right to require that a provision be included requiring consultants to permit the Corporation to inspect their accounts and records relating to the performance of the contract and to have them audited by auditors appointed by the Corporation.

Consultants shall not be under a declaration of ineligibility for corrupt and fraudulent practices.

Consultants shall furnish information as described in the Financial Proposal submission form (Section 4A) on commissions and gratuities, if any, paid or to be paid to agents relating to this proposal, and to execute the work if the firm is awarded the contract.

Consultants shall be aware of the provisions on fraud and corruption stated in the Standard Contract.

## 2. Clarification and Amendment of RFP Documents

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 by paper mail, cable, telex, facsimile, or electronic mail to the Client's address indicated in the Data Sheet. The Client will respond by cable, telex, facsimile, or electronic mail to such requests and will send written copies of the response (including an explanation of the query but without identifying the source of inquiry) to all invited consultants who intend to submit proposals.

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At any time before the submission of proposals, the Client may, for any reason, whether at its own initiative or in response to a clarification, amend the RFP. Any amendment shall be issued in writing through addenda. Addenda shall be sent by mail, cable, telex, facsimile, or electronic mail to all consultants who have attended the clarification meeting and will be binding on them. The Client may at its discretion extend the deadline for the submission of proposals.

### 3. Preparation of Proposal Technical Proposal

In preparing the Technical Proposal, consultants are expected to examine the documents constituting this RFP in detail. 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:

- (i) If a consultant considers that it does not have all the expertise for the assignment, it may obtain a full range of expertise by associating with individual consultant(s) and/or other consultants or entities in a joint venture or sub consultancy, as appropriate. Consultants may associate with the other consultants invited for this assignment only with approval of the Client as indicated in the Data Sheet.
- (ii) The proposal shall be based on the number of professional staff-months estimated by the firm.
- (iii) It is desirable that the majority of the key professional staff proposed be permanent employees of the firm or has an extended and stable working relationship with it.
- (v) Alternative professional staff shall not be proposed, and only one curriculum vitae (CV) may be submitted for each position.

The Technical Proposal shall provide the following information using the attached Standard Forms (Section 3):

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- (i) A brief description of the firm's organization and an outline of recent experience on assignments (Section 3B) of a similar nature. For each assignment, the outline should indicate, *inter alia*, the profiles of the staff proposed, duration of the assignment, contract amount, and firm's involvement.
- (ii) Any comments or suggestions on the Terms of Reference and on the data, a list of services, and facilities to be provided by the Client (Section 3C).
- (iii) A description of the methodology and work plan for performing the assignment (Section 3D).
- (iv) The list of the proposed staff team by specialty, the tasks that would be assigned to each staff team member, and their timing (Section 3E).
- (v) CVs recently signed by the proposed professional staff and the authorized representative submitting the proposal (Section 3F). Key information should include number of years working for the firm/entity and degree of responsibility held in various assignments during the last five (5) years.
- (vi) Estimates of the total staff input (professional and support staff; staff time) needed to carry out the assignment, supported by bar chart diagrams showing the time proposed for each professional staff team member (Sections 3E and 3G).
- (vii) A detailed description of the proposed methodology, staffing, and monitoring of training, if the Data Sheet specifies training as a major component of the assignment.

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The Technical Proposal shall not include any financial information.

### 3.2. Preparation of Proposal Financial Proposal

In preparing the Financial Proposal, consultants are expected to consider the requirements and conditions outlined in the RFP documents. The Financial Proposal should follow Standard Forms (Section 4). It lists all costs associated with the assignment, including (a) remuneration for staff (foreign and local, in the field and at headquarters), and (b) reimbursable expenses such as subsistence (per diem, housing), transportation (international and local, for mobilization and demobilization), services and equipment (vehicles, office equipment, furniture, and supplies), office rent, insurance, printing of documents, surveys, and training, if it is a major component of the assignment. If appropriate, these costs should be broken down by activity and, if appropriate, into foreign and local expenditures.

The Financial Proposal should clearly estimate, as a separate amount, the taxes, duties, fees, levies, and other charges imposed under the applicable law, on the consultants, the sub consultants, and their personnel (other than nationals or permanent residents of the government's country), unless the Data Sheet specifies otherwise.

Commissions and gratuities, if any, paid or to be paid by consultants and related to the assignment will be listed in the Financial Proposal submission form (Section 4A).

The Data Sheet indicates how long the proposals must remain valid after the submission date. During this period, the consultant is expected to keep available the professional staff proposed for the assignment. The Client will make its best effort to complete negotiations within this period. If the Client wishes to extend the validity period of the proposals, the consultants who do not agree have the right not to extend the validity of their proposals.

### 4. Submission, Receipt, and

The original proposal (Technical Proposal and Financial Proposal) shall be prepared in **indelible ink**. It shall contain no interlineations or overwriting, except as necessary to correct

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## Opening of Proposals

errors made by the firm itself. Any such corrections must be initialed by the persons or person who sign(s) the proposals.

An authorized representative of the firm initials all pages of the proposal. The representative's authorization is confirmed by a written power of attorney accompanying the proposal.

For each proposal, the consultants shall prepare the number of copies indicated in the Data Sheet. Each Technical Proposal and Financial Proposal shall be marked "ORIGINAL" or "COPY" as appropriate. If there are any discrepancies between the original and the copies of the proposal, the original governs.

The original and all copies of the Technical Proposal shall be placed in a sealed envelope clearly marked "Technical Proposal," and the original and all copies of the Financial Proposal in a sealed envelope clearly marked "FINANCIAL PROPOSAL" and warning: "DO NOT OPEN WITH THE TECHNICAL PROPOSAL." Both envelopes shall be placed into an outer envelope and sealed. This outer envelope shall bear the submission address and other information indicated in the Data Sheet and be clearly marked, "DO NOT OPEN, EXCEPT IN PRESENCE OF THE TENDER OPENING COMMITTEE."

The completed Technical and Financial Proposals must be delivered at the submission address on or before the time and date stated in the Data Sheet. Any proposal received after the closing time for submission of proposals shall be returned unopened.

After the deadline for submission of proposals, the Technical Proposal shall be opened immediately by the tender opening committee. The Financial Proposal shall remain sealed and shall be kept in the Procurement Managers safe until all submitted proposals are opened publicly.

## 5. Proposal Evaluation

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**General** From the time the bids are opened to the time the contract is awarded, if any consultant wishes to contact the Client on any matter related to its proposal, it should do so in writing at the address indicated in the Data Sheet. Any effort by the firm to influence the Client in the Client's proposal evaluation, proposal comparison or contract award decisions may result in the rejection of the consultant's proposal.

Evaluators of Technical Proposals shall have no access to the Financial Proposals until the technical evaluation, including any Board's reviews and issuance of a "no objection", is concluded.

**Evaluation of Technical Proposals** The evaluation committee, appointed by the Corporation, evaluates the proposals on the basis of their responsiveness to the Terms of Reference, applying the evaluation criteria, sub criteria (typically not more than three per 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 Terms of Reference or if it fails to achieve the minimum technical score indicated in the Data Sheet.

**Public Opening and Evaluation of Financial Proposals: Ranking (QCBS, Fixed-Budget, and Least-Cost Selection Methods Only)** After the evaluation of quality is completed, the Corporation shall notify those consultants whose proposals did not meet the minimum qualifying mark or were considered nonresponsive to the RFP and Terms of Reference, indicating that their Financial Proposals will be returned unopened after completing the selection process. The Corporation shall simultaneously notify the consultants that have secured the minimum qualifying mark, indicating the date and time set for opening the Financial Proposals. The notification may be sent by registered letter, cable, telex, facsimile, or electronic mail.

The Financial Proposals shall be opened publicly in the presence of the consultants' representatives who choose to attend. The name of the consultant, the quality scores, and the proposed prices shall be read aloud and recorded when the Financial Proposals are opened. The Client shall prepare minutes of the public opening.

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The evaluation committee will determine whether the Financial Proposals are complete (i.e., whether they have priced all items of the corresponding Technical Proposals; if not, the Client will cost them and add their cost to the initial price), and correct any computational errors. The evaluation shall exclude those taxes, duties, fees, levies, and other charges imposed under the applicable law; and to be applied to foreign and non-permanent resident consultants (and to be paid under the contract, unless the consultant is exempted), and estimated as per Para. 3.7.

Under the QCBS, the lowest Financial Proposal (Fm) will be given a 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.

## 6. Negotiations

Negotiations will be held at the address indicated in the Data Sheet. The aim is to reach agreement on all points and sign a contract.

Negotiations will include a discussion of the Technical Proposal, the proposed methodology (work plan), staffing and any suggestions made by the firm to improve the Terms of Reference. The Client and firm will then work out final Terms of Reference, staffing, and bar charts indicating activities, staff, periods in the field and in the home office, staff-months, logistics, and reporting. The agreed work plan and final Terms of Reference will then be incorporated in the "Description of Services" and form part of the contract. Special attention will be paid to getting the most the firm can

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offer within the available budget and to clearly defining the inputs required from the Client to ensure satisfactory implementation of the assignment.

Unless there are exceptional reasons, the financial negotiations will involve neither the remuneration rates for staff (no breakdown of fees) nor other proposed unit rates.

Having selected the firm on the basis of, among other things, an evaluation of proposed key professional staff, the Client expects to negotiate a contract on the basis of the experts named in the proposal. Before contract negotiations, the Client will require assurances that the experts 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 that such changes are critical to meet the objectives of the assignment. If this is not the case and if it is established that key staff were offered in the proposal without confirming their availability, the firm may be disqualified.

The negotiations will conclude with a review of the draft form of the contract. To complete negotiations the Client and the firm will initial the agreed contract. If negotiations fail, the Client will invite the firm whose proposal received the second highest score to negotiate a Contract.

## 7. Award of Contract

The contract will be awarded following negotiations. After negotiations are completed, the Client will promptly notify other consultants on the successful consultant and that they were unsuccessful and return the unopened Financial Proposals of those consultants who did not pass the technical evaluation.

Following the contract award decision, EWSC 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) sent directly to all tenderers who submitted tenders by letter and, where appropriate, by fax or email; and,

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(b) published on the ESPPRA website.

(C) EWSC shall allow a period of at least ten working days to elapse from the date of dispatch and publication of the notice in accordance with subsection (3) before a contract is awarded.

The firm is expected to commence the assignment on the date and at the location specified in the Data Sheet.

## 8. 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 winning firm has been notified that it has been awarded the contract.

## Withdrawal, substitution, or modification of tenders

A Tenderer may withdraw, substitute, or modify its Tender after it has been submitted before the submission deadline by sending a written notice to [procurment@ewsc.co.sz](mailto:procurment@ewsc.co.sz) that is duly signed by an authorized representative, and shall include a copy of the authorization in its correspondence. The corresponding substitution or modification of the Tender must accompany the respective written notice. All notices must be:

(b) received by EWSC prior to the deadline prescribed for submission of Tenders. Tenders requested to be withdrawn shall be returned unopened to the Tenderers. No Tender may be withdrawn, substituted, or modified in the interval between the deadline for submission of Tenders and the expiration of the period of Tender validity specified by the Tenderer on the Tender Submission Form or any extension thereof.

## DATA SHEET

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<b>Data</b>
The name of the Client is: <u>ESWATINI WATER SERVICES CORPORATION</u>
The method of selection is <u>Quality and Cost Based Selection</u>
Technical and Financial Proposals are requested: <b>Yes</b>
The assignment is phased: <b>NO.</b>
A pre-proposal conference will be held: <b>No</b>
Clarifications may be requested 14 days before the submission date. The address for requesting clarifications is <a href="mailto:procurement@swsc.co.sz">procurement@swsc.co.sz</a>
Proposals must remain valid <b>120 days</b> after the submission date.
Consultants must submit an original and <b>1 additional copy</b> of each technical proposal and financial proposal.
Proposals shall be hand delivered to a designated tender box at the following physical address.  <b><u>Eswatini Water services Corporation</u></b> <b><u>Emtfonjeni Building</u></b> <b><u>Cnr MR103 Rd and Cultural Village Dr</u></b> <b><u>Ezulwini</u></b> <b><u>Eswatini</u></b>
Information on the outer envelope should also include: <b>'PROVISION OF CONSULTANCY SERVICES FOR EWSC DIGITAL TRANSFORMATION PROGRAM'</b>
Proposals shall be valid for a period of 120 days after submission deadline and are to be hand delivered to;  The Managing Director Eswatini Water services Corporation Emtfonjeni Building Cnr MR103 Rd and Cultural Village Dr

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Ezulwini Eswatini	
The Language of the Tender Document and proposals shall be: <b>English Language</b>	
The currency for the tender/ proposal shall be <b>Emalangeneni (SZL)</b>	
Bidders are required to submit a tender security bond of SZL15,000.00.	
Preliminary Evaluation of Tenders: <b>Shall be conducted on Yes/No criteria.</b>	
The number of points to be given under each of the evaluation criteria are:	
<b>Technical Evaluation of Tenders:</b>	
<b>Technical Evaluation Criteria</b>	<b>Total Points Allocated</b>
Evidence of having undertaken and successfully completed a minimum of (5) similar projects in similar sized organizations with references.	<b>30</b>
Relevant Qualifications and Experience of the lead consultant and other experts. <b>Lead Consultant:</b> The minimum requirement is a degree in Business Administration and at least 5 years of relevant experience. [20]	<b>20</b>
Qualifications, experience, roles and responsibilities of supporting staff: <b>Project Manager:</b> Minimum of a Degree in Business Administration, or any relevant qualification. Please attach certificate. [10] <b>Strategy and Digital Transformation Specialist:</b> Minimum of a Degree in Computer Science, at least 5 years relevant experience including experience in cloud computing for large enterprises. [10]	<b>20</b>
Proposed methodology in alignment with the terms of reference, and work plan.	<b>30</b>
Minimum Technical Score	<b>70%</b>
The formula for determining the financial scores is the following: [Either $Sf = 100 \times Fm/F$ , in which $Sf$ is the financial score, $Fm$ is the lowest price and $F$ the price of the proposal under consideration, or another proportional linear formula]	
The weights given to the technical and Financial Proposals are: T= 0.7, and P=0.3	

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The assignment is expected to commence in: <b>November 2024</b>
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### SECTION 3. TECHNICAL PROPOSAL - STANDARD FORMS

- 3A. Technical Proposal submission form.
- 3B. Firm's references.
- 3C. Comments and suggestions of consultants on the Terms of Reference and on data, services, and facilities to be provided by the Client.
- 3D. Description of the methodology and work plan for performing the assignment.
- 3E. Team composition and task assignments.
- 3F. Format of curriculum vitae (CV) for proposed professional staff.
- 3G. Time schedule for professional personnel.
- 3H. Activity (work) schedule/ghant chart.

#### 3A. Technical Proposal Submission Form

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[Location, Date]

To: [Name and address of Client]

Ladies/Gentlemen:

We, the undersigned, offer to provide the consulting services for [Title of consulting services] in accordance with your Request for Proposal dated [Date] and our Proposal. We are hereby submitting our Proposal, which includes this Technical Proposal, and a Financial Proposal sealed under a separate envelope.

If negotiations are held during the period of validity of the Proposal, i.e., before [Date] 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 understand you are not bound to accept any Proposal you receive.

We remain,

Yours sincerely,

Authorized Signature:  
Name and Title of Signatory:  
Name of Firm:  
Address:

### 3B. Firm's References

#### Relevant Services Carried Out in the Last Five Years That Best Illustrate Qualifications

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Using the format below, provide information on each assignment for which your firm/entity, either individually as a corporate entity or as one of the major companies within an association, was legally contracted.

Assignment Name:		Country:
Location within Country:		Professional Staff Provided by Your Firm/Entity(profiles):
Name of Client:		Nº of Staff:
Address:		Nº of Staff-Months; Duration of Assignment:
Start Date (Month/Year):	Completion Date (Month/Year):	Approx. Value of Services (in Current US\$):
Name of Associated Consultants, If Any:		Nº of Months of Professional Staff Provided by Associated Consultants:
Name of Senior Staff (Project Director/Coordinator, Team Leader) Involved and Functions Performed:		
Narrative Description of Project:		
Description of Actual Services Provided by Your Staff:		

Firm's Name: \_\_\_\_\_

### 3C. Comments and Suggestions of Consultants on the Terms of Reference and on Data, Services, and Facilities to be Provided by the Client

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On the Terms of Reference:

- 1.
- 2.
- 3.
- 4.
- 5.

On the data, services, and facilities to be provided by the Client:

- 1.
- 2.
- 3.
- 4.
- 5.

**3D. Description of the Methodology and Work Plan for Performing the Assignment**

---

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## DECLARATION OF ELIGIBILITY FORM

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

Dear Sirs,

Tender Reference EWSC 29 OF 2024/25

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In accordance with the eligibility requirements of the tender documents we hereby declare that:

- a) We, including any joint venture partners or consortium partners, are a legal entity and 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) That we do not have a conflict of interest in relation to the procurement requirement.

Signed: .....

Date: .....

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3E. Team Composition and Task Assignments

1. Lead Consultant and Experts		
Name	Position	Task

2. Support Staff		
Name	Position	Task

### 3F. Format of Curriculum Vitae (CV) for Proposed Professional Staff

Proposed Position: \_\_\_\_\_

Name of Firm: \_\_\_\_\_

Name of Staff: \_\_\_\_\_

Profession: \_\_\_\_\_

Date of Birth: \_\_\_\_\_

Years with Firm/Entity: \_\_\_\_\_ Nationality: \_\_\_\_\_

Membership in Professional Societies: \_\_\_\_\_

\_\_\_\_\_

Detailed Tasks Assigned: \_\_\_\_\_

\_\_\_\_\_

#### Key Qualifications:

*[Give an outline of staff member's experience and training most pertinent to tasks on assignment. Describe degree of responsibility held by staff member on relevant previous assignments and give dates and locations. Use about half a page.]*

\_\_\_\_\_

#### Education:

*[Summarize college/university and other specialized education of staff member, giving names of schools, dates attended, and degrees obtained. Use about one quarter of a page.]*

\_\_\_\_\_

#### Employment Record:

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*[Starting with present position, list in reverse order every employment held. List all positions held by staff member since graduation, giving dates, names of employing organizations, titles of positions held, and locations of assignments. For experience in last ten years, also give types of activities performed and client references, where appropriate. Use about two pages.]*

---

**Languages:**

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

---

**Certification:**

I, the undersigned, certify that to the best of my knowledge and belief, these data correctly describe me, my qualifications, and my experience.

\_\_\_\_\_ Date: \_\_\_\_\_  
*[Signature of staff member and authorized representative of the firm] Day/Month/Year*

Full name of staff member: \_\_\_\_\_

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

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### 3G. Time Schedule for Professional Personnel

			Months (in the Form of a Bar Chart)												
Name	Position	Reports Due/Activities	1	2	3	4	5	6	7	8	9	10	11	12	Number of Months
															Subtotal (1)
															Subtotal (2)
															Subtotal (3)
															Subtotal (4)

Full-time: \_\_\_\_\_  
 Reports Due: \_\_\_\_\_  
 Activities Duration: \_\_\_\_\_

Part-time: \_\_\_\_\_

Signature: \_\_\_\_\_  
 (Authorized representative)

Full Name: \_\_\_\_\_

Title: \_\_\_\_\_

Address: \_\_\_\_\_

### 3H. Activity (Work) Schedule

#### A. Workplan

	<i>[1st, 2nd, etc. are months from the start of assignment.]</i>												
	1st	2nd	3rd	4th	5th	6th	7th	8th	9th	10th	11th	12th	
Activity (Work)													
_____													
_____													
_____													
_____													

#### B. Completion and Submission of Reports

Reports	Date
1. Inception Report	
2. Interim Progress Report (a) First Status Report (b) Second Status Report	
3. Draft Report	
4. Final Report	

## SECTION 4. FINANCIAL PROPOSAL - STANDARD FORMS

- 4A. Financial Proposal submission form.
- 4B. Summary of costs.
- 4C. Breakdown of price per activity.
- 4D. Breakdown of remuneration per activity.
- 4E. Reimbursables per activity.
- 4F. Miscellaneous expenses.

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#### 4A. Financial Proposal Submission Form

[Location, Date]

To: [Name and address of Client]

Ladies/Gentlemen:

We, the undersigned, offer to provide the consulting services for [Title of consulting services] in accordance with your Request for Proposal dated [Date] and our Proposal (Technical and Financial Proposals). Our attached Financial Proposal is for the sum of [Amount in words and figures]. This amount is exclusive of the local taxes, which we have estimated at [Amount(s) in words and figures].

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., [Date].

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

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:  
Name and Title of Signatory:  
Name of Firm:

Address:

**Disclaimer**

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#### 4B. Summary of Costs

Costs	Currency(ies)	Amount(s)
(Input details of project milestones and cost per activity)		
Subtotal		
Taxes		
Total Amount of Financial Proposal		<hr/>

4C. Breakdown of Price per Activity

Activity No.:_____	Activity No.:_____	Description:_____
Price Component	Currency	Amount(s)
Remuneration		
Reimbursables		
Subtotal		_____

4D. Breakdown of Remuneration per Activity

Activity No. _____		Name: _____		
Names	Position	Input	Remuneration Rate	Amount
Supporting staff				
Experts				
Lead Consultant				
Grand Total				_____

#### 4E. Reimbursables per Activity

Activity No: \_\_\_\_\_

Name: \_\_\_\_\_

No.	Description	Unit	Quantity	Unit Price In	Total Amount In
1.	International flights _____	Trip			
2.	Miscellaneous travel expenses	Trip			
3.	Subsistence allowance	Day			
4.	Local transportation costs				
5.	Office rent/accommodation/ clerical assistance				
	Grand Total				_____

**4F. Miscellaneous Expenses**

Activity No. \_\_\_\_\_

Activity Name: \_\_\_\_\_

No.	Description	Unit	Quantity	Unit Price	Total Amount
1.	Communication costs between _____ and _____ (telephone, telegram, telex)				
2.					
3.	Drafting, reproduction of reports				
4.	Equipment: vehicles, computers, etc.				
	Software				_____
	Grand Total				

## Section 6.2: Selected Section of Particular Conditions of Contract

References from Clauses in the General Conditions:

### 1. Definitions

(i) The Project is:

### 17. Duration of Liability

Within 30 calendar days from any occurrence

### 22. Commencement: November 2024

Completion: March 2024

### 31. (ii) Time for Payment:

Local Currency days: 30 calendar days

Foreign Currency days: 30 calendar days

Agreed Compensation for overdue payment percent: Shall be agreed upon during negotiations.

### 32. Currency of Agreement

Currencies of payments: Swati Lilangeni

Currency of Agreement: Swati Lilangeni

36. Language(s) of the Agreement

Ruling language: English

Law to which Agreement is subject: Law of the Kingdom of Eswatini

37. Principal place of business: Ezulwini EWSC Head Office

41. Notices

Client: Eswatini Water Services Corporation

Attention: Ms Jabulile Mashwama

Postal address: P.O Box 20, Mbabane

Email: [headoffice@swsc.co.sz](mailto:headoffice@swsc.co.sz)

Consultants: \_\_\_\_\_

Attention: \_\_\_\_\_

Cable address: \_\_\_\_\_

Email: \_\_\_\_\_

44. Rules for Arbitration

Cancel Clause 44; Parties shall settle disputes by Mediation (Clause 43)