

ESWATINI INVESTMENT PROMOTION AUTHORITY



RFP NO: 12 OF 2024/2025

**REQUEST FOR PROPOSAL NAME: Website Design and
Development Services**

October 2024

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REQUEST FOR PROPOSAL

WEBSITE DESIGN AND DEVELOPMENT SERVICES

The Eswatini Investment Promotion Authority invites sealed bids from a well-known suitable qualified Service Provider(s) for the Provision of Website Design and Development Services. The purpose of this Request for Proposal is to locate **a source that will provide the best overall value to EIPA and establish a service agreement.**

Tenderers should submit the following:

- Certified Copy of Certificate of Incorporation
- Certified Copy of Valid Labour Compliance Certificate
- Original Valid Tax Compliance Certificate
- Certified Copy of Valid Trading Licence
- Certified Copy of Valid Form J and Form C or equivalent
- Original Police clearance report for directors or equivalent
- Certified copy of a Valid ENPF Compliance Certificate or equivalent
- Copy of Directors IDs
- 3 Customer References
- Company profile
- Email address for the service provider
- Declaration of Eligibility
- Financial submission form
- Tender Submission form
- Receipt for tender purchase

Invited Tenderers should collect tender documents from the **30 October 2024** at Mbabane, EIPA offices- 1st Floor, Sibekelo Building1, Mhlambanyatsi Road, upon payment of a **non-refundable of E 500.00 (Five Hundred Emalangenani Only).**

Banking Details are as follows:

Account Name: Swaziland Investment Promotion Authority (Pty) Ltd.

Account Number: 20000002543.

Branch code: 360164

Please use **Supplier's name** as a reference

NB:

- EIPA does not bind itself to accept the lowest or any tender
- Tenderers are to note that telefax/facsimile machine transmitted and/or telegraphic tenders shall **NOT** be considered.

On Submission Tenders must be placed in the Official Tender Box located at the **Reception- EIPA offices**, 1st Floor, Sibekelo Building,1 Mhlambanyatsi Road, Mbabane, **NOT LATER THAN 1200 Hrs on 28 November 2024**

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SECTION 1

INSTRUCTIONS TO TENDERERS

1. DEFINITIONS

- a) "RFP" means Request for Proposal
- b) "Service Provider" means any entity or person that may provide or provides the Services to the Client under the Contract.
- c) "Services" means the work to be performed by the Service Provider(s) pursuant to the Contract.
- d) "Contract" means the Contract signed by the Parties and all the attached documents e.g., the General Conditions (GCC), the Special Conditions (SCC), and the Appendices.
- e) "Data Sheet" means such part of the Instructions to Service Provider(s) used to reflect specific assignment conditions.
- f) "Government" means the government of Eswatini
- g) "Instructions to Service Provider" means the document which provides Service Provider with all information needed to prepare their Proposals.
- h) "EIPA" mean Eswatini Investment Promotion Authority
- i) "Coercive practices" means harming or threatening to harm, directly or indirectly, persons, or their property, to influence their participation in a procurement process or affect the execution of a contract.
- j) "Collusive practices" mean a scheme or arrangement between two or more Service Providers, with or without the knowledge of the procuring entity, designed to establish tender prices at artificial, non-comp.
- k) "Corrupt practice" means the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of a public officer in the procurement process or in contract execution.
- l) "Fraudulent practice" means a misrepresentation or omission of facts to influence a procurement process or the execution of a contract. Falsifying of documents.
- m) "Personnel" means professionals and support staff provided by the Service Provider or by any Sub-Consultant and assigned to perform the Services or any part thereof; "Foreign Personnel" means such professionals and support staff who at the time of being so provided had their domicile outside Eswatini; "Local Personnel" means such professionals and support staff who at the time of being so provided had their domicile inside Eswatini.
- n) "Proposal" means the Technical Proposal and the Financial Proposal
- o) "Effective Date" means the date the Contract comes into effect
- p) "Sub-Consultancy Firm" means any person or entity with whom the Service Provider subcontracts any part of the Services.

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- q) "Family Relationships" means immediate family
- r) "Terms of Reference" (TOR) means the document included in the RFP which explains the objectives, scope of work, activities, tasks to be performed, respective responsibilities of the Client and the Service Provider, and expected results and deliverable of the assignment.
- s) "Contract Price" means the price to be paid for the performance of the services.

1.1 The Authority will select a Service Provider in accordance with the method of selection specified in the Data Sheet.

1.2 The Service Provider(s) are invited to submit a Technical Proposal and a Financial Proposal for Website Design and Development services required for the assignment named in the Data Sheet.

1.3 Service Provider(s) should familiarize themselves with local conditions and take them into account in preparing their Proposals.

1.4 Service Provider(s) shall bear all costs associated with the preparation and submission of their proposals. The Authority is not bound to accept any proposal and reserves the right to annul the selection process at any time prior to Contract award, without thereby incurring any liability to the Service Provider(s).

2. Conflict of Interest

The bidder is requested to fully comply with the following requirements:

2.1 Service Provider(s) are required to provide professional, objective, and impartial service all times and hold the Authority's interest paramount, strictly avoid conflicts with other assignments or their own corporate interests and act without any consideration for future work.

2.2 Without limitation on the generality of the foregoing, Service Provider(s), and any of their affiliates, shall be considered to have a conflict of interest and shall not be recruited, under any of the circumstances set forth below:

- i. Service Provider(s) including its Personnel and Sub-Consultancy firm(s) that has a business or family relationship with a member of the Authority staff who is directly or indirectly involved in any part of;
 - The selection process for such assignment.
 - The supervision of the Contract.
 - The preparation of the Terms of Reference of the assignment, may not be awarded a contract.

2.3 Service Provider(s) have an obligation to disclose any situation of actual or potential conflict that impacts their capacity to serve the best interest of the Authority, or that may reasonably be perceived as having this effect. Failure to disclose said situations may lead to the disqualification of the Service Provider or the termination of the Contract.

3. Commissions

Service Provider(s) shall furnish information on commissions and gratuities, if any, paid or to be paid to agent relating to this proposal and during execution of the assignment if the Service Provider is awarded the Contract, as requested in the Financial Proposal submission form.

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4. Association

If a shortlisted Service Provider could derive a competitive advantage from having provided the services related to the assignment in question, the Authority shall make available to all shortlisted Service Provider(s) together with this RFP all information that would in that respect give such Service Provider any competitive advantage over competing Service Provider(s).

5. Proposal submission

Service Provider(s) shall submit One Original proposal and Three copies.

6. Validity

Proposals must remain valid for 60 days after the submission date.

7. Clarification and Amendment of RFP Documents

7.1 Service Provider(s) may request a clarification of any of the RFP documents up to the number of days indicated in the Data Sheet before the proposal submission date. Any request for clarification must be sent in writing, or by standard electronic means to the Authority's address indicated in the Data Sheet. The Authority will respond in writing, or by standard electronic means and will send written or electronic copies of the response (including an explanation of the query but without identifying the source of inquiry) to all Service Provider(s) that have shown interest to submit a proposal. Should the Authority deem it necessary to amend the RFP as a result of a clarification, it shall do so following the procedure detailed below.

7.2 At any time before the submission of Proposals, the Authority may amend the RFP by issuing an addendum in writing or by standard electronic means. To give Service Provider(s) reasonable time in which to take an amendment into account in their Proposals; the Authority may, if the amendment is substantial, extend the deadline for the submission of Proposals.

8. Modification or withdrawal of tender

8.1 Tenderers may modify or withdraw the tender prior to the deadline for the submission of tenders.

8.2 The modification or notice of withdrawal shall be effective if it is received by the Authority prior to the deadline for submission of tenders.

9. Language

9.1 The Proposal, as well as all related correspondences exchanged by the Service Provider(s) and the Authority, shall be written in **English language**.

9.2 In preparing their Proposal, Service Provider(s) are expected to examine in detail the documents comprising the RFP. Material deficiencies in providing the information requested may result in rejection of a Proposal.

10. Preparation of the Technical Proposal

10.1 The following documents must be attached to the Tender document as Appendices chronological:

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- Certified Copy of Certificate of Incorporation
- Certified Copy of Valid Labour Compliance Certificate
- Original Valid Tax Compliance Certificate
- Certified Copy of Valid Trading Licence
- Certified Copy of Valid Form J and Form C or equivalent
- Original Police clearance report for directors or equivalent
- Certified copy of a Valid ENPF Compliance Certificate or equivalent
- Copy of Directors IDs
- 3 Customer References
- Company profile
- Email address for the service provider
- Declaration of Eligibility
- Financial submission form
- Tender Submission form

10.2 Service Provider(s) are required to submit a Full Technical Proposal. The Technical Proposal shall provide the information but not limited to the one indicated below:

(a) A description of the approach and methodology must be outlined in a detailed work plan for performing the Assignment. i.e. development, design and maintenance of the website. **Maintenance must include regular updates for four months after the tender is awarded.** Written content will be provided by EIPA. Pictures are not included and must be sourced by the selected service provider.

(b) CV(s) and IDs of the Professional staff (Directors) signed by the staff themselves or by the authorized representative of the Professional Staff.

10.3 The Technical Proposal shall not include any financial information. A Technical Proposal which contains financial information, may be declared nonresponsive.

11. Preparation of the financial Proposal

11.1 All activities and items described in the Technical must be priced separately; activities and items described in the Technical Proposal but not priced, shall be assumed to be included in the prices of other activities or items.

11.2 The Service Provider shall be subject to local taxes (such as: value added or sales tax, social charges or income taxes on non-resident Foreign Personnel, duties, fees, levies) on amounts payable by the Client under the Contract.

11.3 Service Provider(s) must express the price of their services in **Emalangeni** unless otherwise specified in the Data Sheet. Commissions and gratuities, if any, paid or to be paid by Service Provider and related to the assignment must be listed.

12. Packing and Submission of Proposal

12.1 The original proposal (Technical Proposal and Financial Proposal; shall contain no overwriting, except as necessary to correct errors made by the Service Provider(s) themselves. The person who signed the proposal must **initial such corrections**. Submission letters for both Technical and Financial Proposals should respectively be in the format of TECH-1 and FIN-1

12.2 An authorized representative of the Service Provider(s) shall initial all pages of the original Technical and Financial Proposals. The authorization shall be in the form of a written power of attorney accompanying the Proposal or in any other form demonstrating that the representative has been dully authorized to sign. The signed Technical and Financial Proposals shall be marked "Original".

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12.3 All required copies are to be made from the original. If there are discrepancies between the original and the copies of the Technical Proposal, the original governs.

12.4 The original and all copies of the Technical Proposal shall be placed in a sealed envelope clearly marked "Technical Proposal" Similarly, the original Financial Proposal shall be placed in a sealed envelope clearly marked "Financial Proposal". The envelopes containing the Technical and Financial Proposals shall be placed into an outer envelope and sealed.

This outer envelope shall bear the submission address and reference number and be clearly marked "Do Not Open before [insert the time and date of the submission deadline indicated in the Data Sheet]".

The Client shall not be responsible for misplacement, losing or premature opening if the outer envelope is not sealed and/or marked as stipulated. This circumstance may be case for Proposal rejection.

If the Financial Proposal is not submitted in a separate sealed envelope duly marked as indicated above, this will constitute grounds for declaring the Proposal non-responsive.

13. Latest Date for Submission

13.1 The Proposals must be sent to the address/addresses indicated in the Data Sheet and received by the Authority no later than the date and time indicated in the Data Sheet or any extension to this date. Any proposal received by the Authority after the deadline for submission shall be returned unopened.

14. Opening of Technical Proposals

14.1 The Authority shall open the Technical Proposal immediately after the deadline for their submission. The envelopes with the Financial Proposal shall remain sealed and securely stored.

14.2 From the time the Proposals are opened to the time the Contract is awarded, the Service Provider(s) should not contact the Authority on any matter related to its Technical and/or Financial Proposal. Any effort by Service Provider(s) to influence the Authority in the examination, evaluation, ranking of Proposals, and recommendation for award of Contract may result in the rejection of the Service Provider's Proposal. Evaluators of Technical Proposals shall have no access to the Financial Proposals until the technical evaluation is concluded.

14.3 The evaluation committee shall evaluate the Technical Proposals based on their responsiveness to the Terms of Reference, applying the evaluation criteria, sub-criteria and point system specified in the Data Sheet. A proposal might be rejected at this stage if it does not respond to important aspects of the RFP.

15. Opening of Financial Proposals

15.1 Financial proposal shall be opened after the evaluation of the Technical proposal.

16. Evaluation of Financial Proposals

16.1 The following evaluation formulae shall be used in the allocation of scores:

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$$P_s = 30 \left(\frac{P_t - P_{min}}{1 - P_{min}} \right)$$

Where:

- Ps - Points scored for bid under consideration.
Pt - Tender price for bid under consideration.
Pmin - Tender price for the lowest bid.

17. Contract Award Procedures

17.1 The awarding of the contract shall be recommended to the best evaluated tenderer, as determined by the evaluation methodology and criteria specified in the invitation document.

17.2 The contract award decision shall be taken by the appropriate approvals' authority, but the award decision does not constitute a contract.

17.3 Following the contract award decision, EIPA shall prepare a notice indicating the name of the best evaluated tenderer, the value of the proposed contract and any evaluation scores. The notice (**ITA**) shall be published on the Public Procurement Agency website and Sent directly to all tenderers who submitted tenders.

17.4 The Authority shall allow a period of at least ten working days to elapse from the date of dispatch of the notice before a contract is awarded.

18 Commence of the Assignment

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

22. Corrupt, Collusive, Fraudulent or Coercive Practices

22.1 Service Provider should be aware that a Service Provider who engages in corrupt, collusive, fraudulent, or coercive practices will have their proposals rejected and may further be subject to the prosecution under the laws of Eswatini.

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Proposal Data Sheet

Item#	Details
1	<p>Name of the Local Authority: EIPA Method of selection: Quality Cost Based Selection</p>
2	<p>Validity: Proposals must remain valid for 60 (sixty) days after the submission date.</p>
3	<p>Packing and Submission The Service Providers must submit One (1) original and Three (3) copies of the Technical Proposal, and One (1) original and Three (3) copies of the Financial Proposal.</p> <p>The proposal shall consist of a Technical Proposal and a Financial Proposal, which shall be in separate sealed envelopes marked “Technical Proposal – RFP 12 of 2024/2025 and Name of tenderer and “Financial Proposal – RFP 12 of 2024/2025, and Name of tenderer. The two envelopes must be enclosed in a sealed outer envelope, which shall be marked:</p> <p>Request for Proposal: Website Design and Development Services – RFP NO. 12 of 2024/2025- Do Not Open before 1200hrs on 28 November 2024 and addressed to:</p> <p>The Secretary to the Tender Board EIPA P.O. Box 4149 Mbabane H100</p> <p>*Failure to mark the envelope clearly and accurately may result in rejection of the application.</p> <p>The Proposal should be deposited in the tender Box situated at the Reception (EIPA offices) not later than 1200hrs (Eswatini time) on 28 November 2024. *Late applications will not be considered</p>
4	<p>Clarification and Amendment of RFP Documents Clarifications may be requested in writing (email only), but not later than 25 November 2024. Queries should be addressed to temacusis@sipa.org.sz and copy lunqiles@sipa.org.sz.</p>
5	<p>Required Documents The Technical document shall encompass the following documents as listed below (In case of Joint Venture each member must provide its own):</p> <ul style="list-style-type: none"> ▪ Certified copy of Certificate of Incorporation ▪ Certified Copy of Valid Labour Compliance Certificate ▪ Original Valid Tax Compliance Certificate ▪ Certified Copy of Valid Trading Licence ▪ Valid Form J and Form C or equivalent ▪ Original Police clearance report for directors or equivalent ▪ Certified copy of a Valid ENPF Compliance Certificate or equivalent ▪ Copy of Directors IDs ▪ 3 Customer References ▪ Company profile

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	<ul style="list-style-type: none"> ▪ Email address for the service provider ▪ Declaration of Eligibility ▪ Financial submission form ▪ Technical Submission form ▪ Receipt for tender purchase
6	<p>Prices Tenders will be evaluated in Emalangeneni.</p>
7	<p>Tender Opening Tenders will be opened at 1215hrs on 28 November 2024 for preliminary purpose its scoring will be a Yes or No</p>
8	<p>Evaluation of the Technical Proposals Criteria, sub-criteria and point system for the evaluation of the Technical Proposals: Technical score is = 100 points The minimum Technical Score required to proceed to financial evaluation is 60 points</p>
9	<p>Evaluation of the Financial Proposals Formulae will be as follows:</p> $P_s = 30\left(\frac{P_t - P_{min}}{1 - P_{min}}\right)$ <p>Where: Ps - Points scored for bid under consideration. Pt - Tender price for bid under consideration. Pmin - Tender price for the lowest bid.</p> <p>Financial score is 30 points Combined score = Technical 70%, and Financial 30%</p>
10	<p>Commencement of Assignment The assignment is expected to commence immediately after contract award subject to confirmation by the Authority.</p>

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TECHNICAL PROPOSAL EVALUATION CRITERIA AND WEIGHTINGS

	Criteria Elements	Weighting
1.	Resources and Capability	
i	Clients reference (below 5 years)	3
ii	Relevant Experience and qualifications ((Previous projects of this nature and magnitude. Role of tenderer in previous projects.	40
	Total	43
2.	Technical Capability	
	Methodologies	
i	Understanding of the scope of work	20
ii	Work Plan (Timelines)	15
iii	Project management	7
	Total	42
3	Risk Assessment	
i	All risk factors which may be prejudicial to EIPA and performance of the contract, including but not limited to availability of resources (human, financial or suitable equipment for the tender) or extent of the Tenderer's commitment in other projects	2.5
ii	Circumstances which may expose EIPA and hinder due performance under the contract, e.g., criminal records in connection with corruption, fraud, theft or forgery by the contractor's directors and management etc.	2.5
	Total	5
4	Eswatini Business Promotion	
	Degree to which ownership of business vests with Swazi citizen and managed by Swazi citizens. (e.g., IDs for Directors & Key staff).	10
	Total score	100 points

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TERMS OF REFERENCE

Invitation to Tender – WEBSITE DESIGN AND DEVELOPMENT SERVICES

1. PREAMBLE

Eswatini Investment Promotion Authority is inviting reputable registered Service Provider(s), with relevant experience in Web Designing and Development.

2. BACKGROUND

EIPA has a staff complement of thirty-two (32) employees, comprising of six (6) departments. EIPA is responsible for attracting, encouraging, and facilitating local and foreign investment and trade in Eswatini.

3. OBJECTIVE

The objective of this RFP is to locate Service provider who will provide the best overall value to EIPA in Website Design and Development Services.

5 SERVICE PROVIDER EXPERIENCE & QUALIFICATION

1. The service provider required for this assignment should have a minimum of three years experience in Web Designing and Development.
2. The team leader should have a Diploma in Web Development or a related field.

6. SCOPE OF WORK

The broad scope is to design, develop an event website. The following must be included in the financial proposal and outlined in the detailed work plan.

- A custom booking system for the main event and the smaller events (maximum 4 side events) which will take place as part of the main event.
 - Ticketing bookings
 - Appointments
 - A payment gateway for ticket purchases
- The site must provide detailed information about the event (Purpose of the event, dates, venue, Speakers, Seminars, B2B meetings, side events etc.)
- The website must have the capability to host videos, brochures, PDF documents and links to other sites etc. which can be browsed and downloaded by users.
- Design of a high-resolution images/videos.
- The website should support tools such as AI enhanced chat functionality for real-time support.
- Improve the security of the website and ensure protection from cyber-attacks.
- The website should be device and browser compatible.
- The website design process must include a Search Engine Optimization (SEO) exercise.
- The websites User Experience must be well planned and developed. The User Experience plan must have a dedicated section in the work plan.
- This site must comply with the standards of accessibility contained in W3C WAI (World Wide Web Consortium Web Accessibility Initiative). The necessary security measures must also be implemented.
- A common navigation bar should be included on all pages. A site map giving the structure of the site should also be available.
- Full contact details including a directional map to the venue (linked to Google Maps)

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- Domain Registration and Hosting will be the responsibility of the supplier.
- The cost of the software package should be justifiable in relation to the specifications requested. Website updates will be managed by the supplier for a period of four (4) months. Thereafter the supplier will be expected to train EIPA personnel on the basic update procedures.

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GENERAL CONDITIONS OF CONTRACT

A. GENERAL PROVISION

1. Law Governing Contract

1.1. This Contract, its meaning and interpretation, and the relation between the Parties shall be governed by the Applicable Law.

2. Language

2.1. This Contract has been executed in the **English language** which shall be the binding and controlling language for all matters relating to the meaning or interpretation of this Contract.

3. Delivery of Notice

3.1 Any notice required or permitted to be given or made pursuant to this Contract shall be in writing. Any such notice shall be deemed to have been given or made when delivered in person to an authorized representative of the Party to whom the communication is addressed, or when sent to such party at the address specified in the data sheet.

4. Location

4.1. The Services shall be performed at such location whether in the Government's country or elsewhere, as the Authority may approve.

5. Authority of Member in Charge

5.1. In case the Service provider is a Joint Venture, the members hereby authorize the member specified in the **SCC** to act on their behalf in exercising all the rights and obligations towards the Authority under this Contract, including without limitation the receiving of instructions and payments from the Authority.

6. Authorized Representatives

6.1. Any action required or permitted to be taken, and any document required or permitted to be executed under this Contract by the Authority or the Service provider may be taken or executed by the officials specified in the **SCC**.

7. Corrupt and Fraudulent Practices

7.1 The Authority requires compliance in regard to corrupt and fraudulent/prohibited practices as set forth in clause 22.

8. Commissions and Fees

8.1. The Authority requires the Service provider to disclose any commissions, gratuities or fees that may have been paid or are to be paid to agents or representative with respect to the selection process or execution of the Contract. The information disclosed must include at least the name and address of the agent or representative, the amount and currency, and the purpose of the commission, gratuity, or fee. Failure to disclose such commissions, gratuities or fees may result in termination of the Contract and/or sanctions by the government laws.

9. Taxes and Duties

The Service provider and their Personnel shall pay such indirect taxes, duties, fees, and other composition levied under the Applicable Law as specified in the SCC; the amount of which is deemed to have been included in the Contract Price.

B. COMMENCEMENT, COMPLETION, MODIFICATION AND TERMINATION OF CONTRACT

1. Effectiveness of Contract

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1.1. This Contract shall come into effect on the date the contract is signed by both parties or later date as may be stated in the SCC.

2. Modifications or Variations

2.1. Any modification or variation of the terms and conditions of this Contract, including any modification or variation of the scope of the Services, may only be made by written agreement between both Parties. However, each Party shall give due consideration to any proposals for modification or variation made by the other Party.

3. Termination of Contract for Failure to Become Effective

- By the Authority

3.1. The Authority may terminate this contract in case of failure to disclose any interest the Service provider may have as specified by SCC. The Authority shall give not less than 30 days written notice of termination to the Service provider.

3.2 If the Service provider become insolvent or bankrupt.

3.3 If the Authority in its sole discretion and for any reason whatsoever decides to terminate this contract.

3.4 If as a result of Force Majeure, the Service provider is unable to perform a material portion of the Services for a period of not less than sixty (60) days.

3.5 If the Service provider, in the judgement of the Authority has engaged in corrupt or fraudulent practices in competing for or in executing the contract.

-- By the Service provider

The Service provider may terminate this Contract, by not less than thirty (30) days' written notice to the Authority, such notice to be given after the occurrence of the following.

3.6 If the Authority fails to comply with any final decision reached as a result of arbitration.

3.7 If, as the result of Force Majeure, the Service provider is unable to perform a material portion of the Services for a period of not less than sixty (60) days.

3.8 If the Authority fails to pay any money due to the Service provider pursuant to this contract and not subject to dispute hereof within forty five (45) days after receiving written notice from the Service provider that payment is overdue.

- Payment upon Termination

Upon termination of this contract (either by the Authority or by the Service provider), the Authority shall make the following payments to the firm.

- (i) Remuneration for Services satisfactorily performed prior to the effective date of termination, pursuant to clause GCC 3.4.
- (ii) Except in the case of termination pursuant to paragraphs (3.1) to (3.2) and (3.5) of Clause GCC 3 reimbursement of any reasonable cost incident to the prompt and orderly termination of this Contract, including the cost of the return travel of the Experts.

4. Commencement of Services

4.1 Service provider shall begin carrying out the Services not later than the number of days after the Effective date specified in the Data sheet.

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5. Expiration of Contract

Unless terminated earlier pursuant to GCC clause 7, this contract shall expire at the end of the time period after the Effective Date as would be defined in the contract.

6. Force Majeure

- Definition

6.1 For the purposes of this Contract, "Force Majeure" means an event which is beyond the reasonable control of a Party, is not foreseeable, is unavoidable, and makes a Party's performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible under the circumstances, and subject to those requirements, includes, but is not limited to, war, riots, civil disorder, earthquake, fire, explosion, storm, flood or other adverse weather conditions, strikes, lockouts or other industrial action confiscation or any other action by Government agencies.

6.2. No Breach of Contract

The failure of a Party to fulfil any of its obligations hereunder shall not be considered to be a breach of, or default under, this Contract insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event has taken all reasonable precautions, due care and reasonable alternative measures, all with the objective of carrying out the terms and conditions of this Contract.

6.3. Measures to be Taken

A Party affected by an event of Force Majeure shall notify the other Party of such event as soon as possible, and in any case not later than fourteen (14) calendar days following the occurrence of such event, providing evidence of the nature and cause of such event, and shall similarly give written notice of the restoration of normal conditions as soon as possible.

7. Confidentiality

Except with the prior written consent of the Authority, the Service provider and the Personnel shall not at any time communicate to any person or entity any confidential information acquired in the course of the Services, nor shall the Service provider and the Personnel make public the recommendations formulated in the course of, or as a result of the Services.

8. Service provider's Actions Requiring Authority's Prior Approval

The Service provider shall obtain the Authority's prior approval in writing before taking any of the following actions:

(a) Entering into a subcontract for the performance of any part of the Services,

9 Insurance to be Taken Out by the Service provider

The Service provider (i) shall take out and maintain, and shall cause any Sub Consultancy firm(s) to take out and maintain, at their (or the Sub-Consultancy firm as the case may be) own cost but on terms and conditions approved by the Authority, insurance against the risks, and for the coverage, and (ii) at the Authority's request, shall provide evidence to the Authority showing that such insurance has been taken out and maintained and that the current premiums have been paid.

C. SERVICE PROVIDER'S PERSONNEL

1.1 Description of Key Personnel

The Service provider shall employ and provide such qualified and experienced Personnel to carry out the Services.

1.2 Removal and/or Replacement of Personnel

(i) Except (leader) as the Authority may otherwise agree, no changes shall be made in the Key Personnel. If, for any reason beyond the reasonable control of the Service provider, such as death,

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medical incapacity, it becomes necessary to replace any of the Key Personnel, the Service provider shall provide as a replacement a person of equivalent or better qualifications.

(ii) If the Authority finds that any of the Key Personnel have committed serious misconduct or have been charged with having committed a criminal action, or shall the Authority determine that the Service provider's key personnel have engaged in corrupt, fraudulent, collusive, coercive, or obstructive practice while performing the Services, the Service provider shall, at the Authority's written request provide a replacement.

(iii) The Service provider shall have no claim for additional costs arising out of or incidental to any removal and/or replacement of Personnel.

D. OBLIGATIONS OF THE AUTHORITY

1. Assistance

The Authority shall use its best efforts to assist the Service provider such assistance that will enable the firm to perform the Services.

2. Change in the Applicable Law Related to Taxes and Duties

If, after the date of this Contract, there is any change in the Applicable Law with respect to taxes and duties which increases or decreases the cost incurred by the Service provider in performing the Services, then the remuneration and reimbursable expenses otherwise payable to the Service provider under this Contract shall be increased or decreased accordingly by agreement between the Parties, and corresponding adjustments shall be made to the amounts in the local currency.

E. PAYMENTS TO SERVICE PROVIDER

1. Payment

Payments under this Contract shall not exceed the amount specified in the SCC and shall be for the actual quantity delivered or performed for this Contract. The currency used in this contract is the local currency (Emalangen)

2. Payment for Additional Services

For the purpose of determining the remuneration due for additional services may be agreed by both Parties, a breakdown of the unit prices and reimbursable as specified in Section 3, will be submitted by the Service provider and approved by the Authority.

3. Terms and Conditions of Payment

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

F. FAIRNESS AND GOOD FAITH

1. Good Faith

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

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G. SETTLEMENT OF DISPUTES

1. Amicable Settlement

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

2. Dispute Resolution

Any dispute between the Parties as to matters arising pursuant to this Contract that cannot be settled amicably within thirty (30) days after receipt by one Party of the other Party's request for such amicable settlement may be referred to by either Party to the adjudication/arbitration for settlement.

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SECTION 2

Technical Proposal- Standard Forms

Instructions to tenderers informs about, the format in which the Technical Proposal shall be submitted.

TECH-1 Technical Proposal Submission Form
TECH-2 Declaration of Eligibility

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FORM TECH-1: TECHNICAL SUBMISSION FORM

[>>>Location, Date>>>]

To: The Secretary to the Tender Board

EIPA
P. O. Box 4189
Manzini

Dear Sirs:

We, the undersigned, offer services to [>>short description of what the Service Provider(s) are required to do>>] in accordance with your Request for Proposal dated [>>>Insert date>>>] and our Proposal. We are hereby submitting our Proposal, which includes this Technical Proposal, and a Financial Proposal sealed under a separate envelope.

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

If negotiations are held during the period of validity of the Proposal, i.e., before the date indicated in Data Sheet, we undertake to negotiate on the basis of the proposed staff. Our Proposal is binding upon us and subject to the modifications resulting from Contract negotiations.

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

We understand EIPA is not bound to accept the lowest or any proposal.

We remain,

Yours sincerely,

Authorized Signature: _____

Name and Title of Signatory: _____

Name of Firm: _____

Address: _____

[Stamp of the Firm]

Technical Proposal- Standard Forms

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FORM TECH-2: DECLARATION OF ELIGIBILITY

[The Service Provider must provide a signed declaration on its Company letterhead in the following format. If the Proposal is being presented by a joint venture or consortium all members must each sign their own declaration.]

[>>>Name of Service Provider, Address, and Date>>>]

To: The Secretary to the Tender Board
EIPA
P.O. Box 4194
Mbabane

Dear Sirs,

Re: RFP Reference No.: 12 of 2024/2025

We hereby declare that: -

- (a) I/We, including any joint venture partners or consortium partners, are a legal entity and have the legal capacity to enter into the contract;
- (b) I/We are not insolvent, in receivership, bankrupt or being wound up, our affairs are not being administered by a court or a judicial officer, our business activities have not been suspended, and we are not the subject of legal proceedings for any of the foregoing;
- (c) I/We have fulfilled our obligations to pay taxes and social security contributions;
- (d) I/We have not, and our directors or officers have not, been convicted of any criminal offence related to our/their professional conduct or the making of false statements or misrepresentations as to their qualifications to enter into a contract within a period of five years preceding the commencement of the procurement proceedings; and
- (e) I/We do not have a conflict of interest in relation to the procurement requirement.
- (f) I/We are not subject to suspension in accordance with section 55, and none of its directors or officers have been involved in a tenderer or supplier currently subject to suspension.

Signed
Authorized Representative

Date

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SECTION 3

FINANCIAL DOCUMENT - STANDARD FORMS

Financial Standard Forms shall be used for the preparation of the Financials

FIN-1 Financial Submission Form

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FORM FIN-1: FINANCIAL SUBMISSION FORM

[Note to Tenderers: This Financial Proposal Submission Form should be on the letterhead of the Tenderer and should be signed by a person with the proper authority to sign documents that are binding on the Tenderer. It should be included by the Tenderer in its financial proposal.]

[>>>Location>>>]

[>>>Date>>>]

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

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

Dear Sirs:

We, the undersigned, declare that:

- (a) We offer to provide the services to [>>>insert a brief description of the Services>>>] in conformity with your Request for Proposals and our technical and financial proposals;
- (b) The total price of our proposal is Emalangani: [>>insert the total proposal price in words and figures>>], inclusive of local taxes *[amend if local taxes are not required to be included]*;
- (c) Our proposal shall be valid for a period of [>>specify the number of calendar days>>] days from the date fixed for the proposal submission deadline in accordance with the Request for Proposals, and it shall remain binding upon us, subject to any modifications resulting from negotiations, and may be accepted at any time before the expiration of that period;
- (d) We understand that you are not bound to accept any proposal that you receive.

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

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

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

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

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

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