

SINCEPHETELO MOTOR VEHICLE ACCIDENTS FUND



REQUEST FOR PROPOSALS

**TENDER NAME: CONSULTANCY SERVICES FOR
REBRANDING AND REPOSITIONING OF THE
SMVAF BRAND IDENTITY**

TENDER NUMBER: SMVAF: 03/2024-2025

NATIONAL TENDER

ISSUANCE DATE: 20 September 2024

CLOSING DATE: 18 October 2024

SEPTEMBER 2024

CONFIDENTIALITY

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SECTION 1:

LETTER OF INVITATION

Date issued: 28 June 2024

TO CONSULTANTS

Sincephetelo MVA Fund (SMVAF) is a statutory body/entity established by the Motor Vehicle Accidents Act of 1991 as amended by Act of 2011 to actively make payment of medical and rehabilitative benefits in personal injury claims to motor vehicle accident victims, and in the event of loss of life, funeral benefits and loss of support benefits to beneficiaries thereof.

The Fund is also empowered to participate in national road crash and injury prevention interventions and strategies to ensure quality of life for road users.

The Fund now invites sealed proposals from eligible and competent Consultants to undertake the project of rebranding and repositioning of the SMVAF brand identity. The Request for Proposal (RFP) can be downloaded from the ESPPRA's website, www.esppra.co.sz/, or the Fund's website – www.mva.org.sz from **Friday, 20th September, 2024 subject to payment of a non-refundable tender fee of E300.00.** Service Providers are requested to email the proof of payment to sindi@mva.org.sz. The payment may be made by EFT or cash deposit to the SMVAF Bank account:

Bank Name: **FNB**

Account Name: **Motor Vehicle Accident Fund**

Account Number: **57711198806**

Branch code: **280164**

Reference: Name of Tenderer/SMVAF 03/2024-2025

Details on the tender submission date, time and address are provided in the Instruction to Tenders section and the cover page of this document.

Requests for clarifications, which must be in writing and should be addressed, via email, to sindi@mva.org.sz copied to makhosi@mva.org.sz. The SMVAF will strive to promptly respond in writing via e-mail to any requests for clarification up until close of business on **08th October 2024**. Written copies of the SMVAF's response (including an explanation of the query but without identifying the source of inquiry) will be sent to all prospective Tenderers.

The Proposal must be delivered at **Sincephetelo Motor Accident Fund Office Park, Mbhilibhi Street, Mbabane** at the latest by **12.00 Noon** on the **18th October 2024**. Late tenders, as well as tenders received by telegram, facsimile, email or similar medium will not be considered. Tenders received on time by the closing date and time for submission will be opened at SMVAF Offices at **12.10pm** on the **18th October 2024**. Tenderers may attend the opening procedure.

SINCERELY

DR. DAVID MFANIMPELA MYENI

CHIEF EXECUTIVE OFFICER

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SECTION 2:

INSTRUCTIONS TO TENDERERS

A. DEFINITIONS AND INSTRUCTIONS TO TENDERERS

- a) “Client” means the Sincephetelo MVA Fund.
- b) “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.
- c) “Collusive” practices means a scheme or arrangement between two or more consultants, with or without the knowledge of the procuring entity, designed to establish tender prices at artificial, non-competitive levels
- (d) “Consultant” means any entity or person that may provide or provides the Services to the Client under the Contract.
- (e) “Contract” means the Contract signed by the Parties and all the attached documents, i.e. the General Conditions of Contract (GCC), the Special Conditions of Contract (SCC), and the Appendices.
- (f) “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.
- (g) “Data Sheet” means such part of the Instructions to Consultants used to reflect specific assignment conditions.
- (h) “Day” means calendar day.
- (i) “Fraudulent practice” means a misrepresentation or omission of facts in order to influence a procurement process or the execution of a contract.
- (j) “Government” means the Government of the Kingdom of Eswatini.
- (k) “Instructions to Consultants” means the document which provides Consultants with all information needed to prepare their Proposals.
- (l) “Personnel” means professionals and support staff provided by the Consultant or by any Sub-Consultant and assigned to perform the Services or any part thereof; “Foreign Personnel” means such professionals and support staff who at the time of being so provided had their domicile outside Eswatini; “Local Personnel” means such professionals and support staff who at the time of being so provided had their domicile inside Eswatini.
- (m) “Proposal” means the Technical Proposal and the Financial Proposal.
- (n) “RFP” means this Request for Proposals.
- (o) “Services” means the work to be performed by the Consultant pursuant to the Contract.
- (p) “Sub-Consultant” means any person or entity with whom the Consultant subcontracts any part of the Services.
- (q) “Terms of Reference” (TOR) means the document included in the RFP which explains the objectives, scope of work, activities, tasks to be performed, respective responsibilities of the Client and the Consultant, and expected results and deliverables of the assignment.

1. Introduction

- 1.1 The Client will select a consulting firm/organization (the Consultant) in accordance with the method of selection specified in the Data Sheet.
- 1.2 Consultants are invited to submit a Technical Proposal and a Financial Proposal for consulting services required for the assignment named in the Data Sheet. The Proposal will be the basis for contract negotiations and ultimately for a signed Contract with the selected Consultant.
- 1.3 Consultants should familiarize themselves with local conditions and take them into account in preparing their Proposals. To obtain first-hand information on the assignment and local conditions, Consultants are encouraged to visit the Client before submitting a proposal and to attend a pre-proposal conference if one is

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specified in the Data Sheet. Attending the pre-proposal conference is optional.

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

- 1.4 The Client will timely make available relevant data, information and reports.
- 1.5 Consultants shall bear all costs associated with the preparation and submission of their proposals and contract negotiation. The Client is not bound to accept any proposal and reserves the right to annul the selection process at any time prior to Contract award, without thereby incurring any liability to the Consultants.

2. Conflict of Interest

- 2.1 Consultants are required to provide professional, objective, and impartial advice and at all times hold the Client's interest's paramount, strictly avoid conflicts with other assignments or their own corporate interests and act without any consideration for future work.
- 2.2 Without limitation on the generality of the foregoing, Consultants, and any of their affiliates, shall be considered to have a conflict of interest and shall not be eligible for selection, under any of the circumstances set forth below:
 - (i) A firm that has been engaged by the Client to provide goods, works or services other than consulting services for a project, and any of its affiliates, shall be disqualified from providing consulting services related to those goods, works or services. Conversely, a firm hired to provide consulting services for the preparation or implementation of a project, and any of its affiliates, shall be disqualified from subsequently providing goods or works or services other than consulting services resulting from or directly related to the firm's

consulting services for such preparation or implementation.

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

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

(iii) A Consultant (including its Personnel and Sub-Consultants) that has a business or family relationship with a member of the Client's staff who is directly or indirectly involved in any part of (i) the preparation of the Terms of Reference of the assignment, (ii) the selection process for such assignment, or (iii) supervision of the Contract, may not be awarded a Contract, subject to the discretion of the Client.

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

3. Association

- 3.1 If a shortlisted Consultant could derive a competitive advantage from having provided consulting services related to the assignment in

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question, the Client shall make available to all shortlisted Consultants together with this RFP all information that would in that respect give such Consultant any competitive advantage over competing Consultants.

4. Commissions

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

5. One Proposal

5.1 Consultants shall only submit one Proposal and the required number of copies. However, this does not limit the participation of the same Sub-Consultant, including individual experts, to more than one Proposal for this RFP.

6. Validity

6.1 The Data Sheet indicates how long Consultants' Proposals must remain valid after the submission date. During this period, Consultants shall maintain the availability of Professional staff nominated in the Proposal. The Client will make its best effort to complete negotiations within this period. Should the need arise, however, the Client may request Consultants to extend the validity period of their proposals.

Consultants who agree to such extension shall confirm that they maintain the availability of the Professional staff nominated in the Proposal, or in their confirmation of extension of validity of the Proposal, Consultants could submit new staff in replacement, who would be considered in the final evaluation for contract award. Consultants who do not agree have the right to refuse to extend the validity of their Proposals.

7. Clarification and Amendment of RFP Documents

7.1 Consultants may request a clarification of any of the RFP documents up to the number of days indicated in the Data Sheet before the proposal

submission date. Any request for clarification must be sent in writing, or by standard electronic means to the Client's address indicated in the Data Sheet. The Client will respond in writing, or by standard electronic means and will send written copies of the response (including an explanation of the query but without identifying the source of inquiry) to all Consultants. Should the Client deem it necessary to amend the RFP as a result of a clarification, it shall do so following the procedure detailed below.

7.2 At any time before the submission of Proposals, the Client may amend the RFP by issuing an addendum in writing or by standard electronic means. The addendum shall be sent to all Consultants and will be binding on them. Consultants shall acknowledge receipt of all amendments. To give Consultants reasonable time in which to take an amendment into account in their Proposals the Client may, if the amendment is substantial, extend the deadline for the submission of Proposals.

8. Language of Proposals

8.1 The Proposal, as well as all related correspondence exchanged by the Consultants and the Client, shall be written in the English language.

8.2 In preparing their Proposal, Consultants are expected to examine in detail the documents comprising the RFP. Material deficiencies in providing the information requested may result in rejection of a Proposal.

9. Preparation of the Technical Proposal

9.1 The documents required in Form TECH-2, Part D must be attached to the Technical Proposal as Appendices.

9.2 Consultants are required to submit a Full Technical Proposal. The Technical Proposal shall provide the information indicated in the following paragraphs, from (a) to (i) using the attached Standard Forms:

(a) For the Technical Proposal, evidence of the Consultant's financial standing must be provided in the form of certified copies of

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financial statements and banking details, as stated in Form TECH-2, Part A, followed by a brief description of the Consultants' organisation and an outline of the Consultant's recent experience of a similar nature as required in Form TECH-2, Part B and C. For each assignment, the outline should indicate the names of Sub-Consultants/ Professional staff who participated, duration of the assignment, contract amount, and Consultant's involvement. Information should be provided only for those assignments for which the Consultant was legally contracted by a client as a corporation or as one of the major firms within a joint venture. Assignments completed by individual Professional staff working privately or through other consulting firms cannot be claimed as the experience of the Consultant, or that of the Consultant's associates, but can be claimed by the Professional staff themselves in their CVs. Consultants should be prepared to substantiate the claimed experience if so requested by the Client.

(b) Form TECH-2 (D) requests that the consultant include certified copies of the stated documents.

(c) Comments and suggestions on: the Terms of Reference, including workable suggestions that could improve the quality/ effectiveness of the assignment; and on requirements for counterpart staff and facilities including: administrative support, office space, local transportation, equipment, data, etc. to be provided by the Client (Form TECH-3).

(d) A description of the approach, methodology and work plan for performing the assignment covering the following subjects: technical approach and methodology, work plan, and organisation and staffing schedule. Guidance on the content of this section of the Technical Proposals is provided under Form TECH-4.

(e) The list of the proposed Professional staff team by area of expertise, the position that would be assigned to each staff team member, and their tasks (Form TECH-5).

(f) Estimates of the staff input, indicated separately for home office and field activities, and for foreign and local Professional staff.

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

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

(i) A Declaration of Eligibility (Form TECH-7) confirming that the Consultants meet the criteria for eligibility to participate in public procurement.

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

10. Preparation of the Financial Proposal

10.1 The Financial Proposal shall be prepared using the attached Standard Forms, which prescribe the required minimum data and information. Consultants may provide additional details if appropriate. It shall list all costs associated with the assignment, including, but not necessarily limited to: (a) remuneration for staff (foreign and local, in the field and at the Consultants' home office); and (b) reimbursable expenses. If appropriate, these costs should be broken down by activity and, if appropriate, into foreign and local expenditures.

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

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

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10.4 Consultants must express the price of their services in Emalangeneni unless otherwise specified in the Data Sheet. Commissions and gratuities, if any, paid or to be paid by Consultants and related to the assignment will be listed in the Financial Proposal Form FIN-1

11. Packing and Submission of Proposal

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

11.2 An authorised representative of the Consultants shall initial all pages of the original Technical and Financial Proposals. The authorisation shall be in the form of a written power of attorney accompanying the Proposal or in any other form demonstrating that the representative has been duly authorised to sign. The signed Technical and Financial Proposals shall be marked "Original".

11.3 The Technical Proposal shall be marked "Original" or "Copy" as appropriate. All required copies of the Technical Proposal are to be made from the original. If there are discrepancies between the original and the copies of the Technical Proposal, the original governs.

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

Modifications and Withdrawal of Tenders

12. The Tenderer may modify or withdraw its Tender after submission, provided that written notice of the modification is received by the Procuring Entity prior to the deadline for its submission. A withdrawal notice may also be sent by email but followed by a signed

confirmation copy. A Tenderer's representative shall initial Tender changes or modifications in black ink. No Tender may be modified after the deadline for submission of Tenders.

No Tender may be withdrawn in the interval between the deadline for submission of Tenders and the expiration of its validity.

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 Client no later than the date and time indicated in the Data Sheet or any extension to this date. Any proposal received by the Client after the deadline for submission shall be returned unopened.

14. Opening of Technical Proposals

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

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

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

15. Evaluation of the Technical Proposals

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

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

- 15.2 After the technical evaluation is completed and the Board of Directors has provided its approval, the Client shall inform the Consultants who have submitted proposals the technical scores obtained by their Technical Proposals, and shall notify those Consultants whose Proposals did not meet the minimum qualifying mark or were considered non responsive to the RFP and TOR, that their Financial Proposals will be returned unopened after completing the selection process.
- 15.3. The Client shall simultaneously notify in writing Consultants that have secured the minimum qualifying mark, the date, time and location for opening the Financial Proposals. The opening date should allow Consultants sufficient time to make arrangements for attending the opening. Consultants' attendance at the opening of Financial Proposals is optional.

16. Opening of Financial Proposals

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

17. Evaluation of Financial Proposals

- 17.1 The Evaluation Committee will correct any computational errors. When correcting computational errors, in case of discrepancy between a partial amount and the total amount, or between word and figures the formers will prevail. Activities and items described in the

Technical Proposal but not priced, shall be assumed to be included in the prices of other activities or items. In case an activity or line item is quantified in the Financial Proposal differently from the Technical Proposal, no corrections are applied to the Financial Proposal in this respect.

- 17.2 The Evaluation Committee will convert prices in various currencies to the single currency specified in the Data Sheet. The official currency exchange rates used, provided by the source indicated in the Data Sheet, will be those in effect on the date indicated in the Data Sheet. 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).

18. Evaluation of Quality and Cost based Proposals

- 18.1 The lowest evaluated Financial Proposal (Fm) will be given the maximum financial score (Sf) of 100 points. The financial scores (Sf) of the other Financial Proposals will be computed as indicated in the Data Sheet. Proposals will be ranked according to their combined technical (St) and financial (Sf) scores using the weights (T = the weight given to the Technical Proposal; P = the weight given to the Financial Proposal; T + P = 1) indicated in the Data Sheet: $S = St \times T\% + Sf \times P\%$. The firm achieving the highest combined technical and financial score will be invited for negotiations.

19. Place and Time for Negotiations

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

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20. Technical Negotiations

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

21. Financial Negotiations

21.1 If applicable, it is the responsibility of the Consultant, before starting financial negotiations, to contact the local tax authorities to determine the local tax amount to be paid by the Consultant under the Contract. The financial negotiations will include a clarification (if any) of the firm’s tax liability in the Client’s country, and the manner in which it will be reflected in the Contract; and will reflect the agreed technical modifications in the cost of the services. Unless there are exceptional reasons, the financial negotiations will involve neither the remuneration rates for staff nor other proposed unit rates.

21.2 Having selected the Consultant on the basis of, among other things, an evaluation of proposed Professional staff, the Client expects to negotiate a Contract on the basis of the Professional staff named in the Proposal. Before contract negotiations, the Client will require assurances that the Professional staff will be actually available.

The Client will not consider substitutions during contract negotiations unless both parties agree that undue delay in the selection process makes such substitution unavoidable or for reasons such as death or medical incapacity. If this is not the case and if it is established that

Professional staff were offered in the Proposal without confirming their availability, the Consultant may be disqualified. Any proposed substitute shall have equivalent or better qualifications and experience than the original candidate and shall be submitted by the Consultant within the period of time specified in the letter of invitation to negotiate.

21.3 Negotiations will conclude a review of the draft Contract. To complete negotiations the Client and the Consultant will initial the agreed Contract. If negotiations fail, the Client will invite the Consultant whose Proposal received the second highest score to negotiate a Contract.

21.4 After completing negotiations, the Client shall award the Contract to the selected Consultant and after Contract signature, promptly notify all Consultants who have submitted proposals.

21.5 Information relating to evaluation of Proposals and recommendations concerning awards shall not be disclosed to the Consultants who submitted the Proposals or to other persons not officially concerned with the process, until the publication of the award of Contract.

22. Commencement of Assignment

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

23. Corrupt, collusive, fraudulent or coercive practices

23.1 Consultants should be aware that a consultant 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.

24. Notification of Award

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- 24.1 A notice of Intention to Award shall be sent to all Consultants and published on ESPPRA Website for at least ten (10) working days before contract award.
- 24.2 Consultants may submit a protest or claim to the Client in writing, at any time but not later than period stated in ITB 23.1 after they have been informed that they are unsuccessful.

25. Site Visit

- 25.1 The Consultant is advised to acquaint him/herself with the work involved, visit the site and examine site conditions for preparatory works required to be carried out, beware of climatic condition, labour, energy, regulations, laws and other necessary information that will be necessary in preparing this bid.
- 25.2 The Consultant and any of their personnel or agents shall be granted permission by the Client to access site for purposes of such inspection on condition that the Consultant indemnify the Client and Client's personnel from against all liability in respect thereof for personnel injury, whether fatal or otherwise, damage, loss, costs and expenses however caused to the Consultant, the Client, his personnel or agent.

26. Participation of Local Citizens

- 26.1 The Fund supports participation of locals in boosting the economy. Local firms shall be preferred over foreign firms.
- 26.2 Unless otherwise specified in the Proposal Data Sheet (PDS), a margin of preference shall apply. Where a margin of preference applies, its application and details shall be specified in the Evaluation Methodology and Criteria.

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B. PROPOSAL DATA SHEET

Paragraph Reference
ITC A. Definitions
Name of the Client: Sincephetelo Motor Vehicles Accident Fund (SMVAF) Method of selection: Quality and Cost Based Selection (QCBS)
Assignment Reference: SMVAF: 03/2024-2025 Name of Assignment: CONSULTANCY SERVICES FOR REBRANDING AND REPOSITIONING OF SMVAF BRAND IDENTITY
6. Validity
Proposals must remain valid for 120 days after the submission date.
7. Clarification and Amendment of RFP Documents
Clarifications may be requested in writing via email only and should not be later than 08 th October, 2024. SMVF will strive to promptly respond in writing via e-mail to any request for clarifications up until close of business on the 08 th October, 2024. The address for requesting clarifications is: sindi@mva.org.sz and cc makhosi@mva.org.sz
9. Preparation of the Technical Proposal
All Consultants shall submit documentation as specified and format specified in Technical Proposal – Standard Forms. As required in Form TECH-2, Consultants shall include documents listed in Part D, the following documents shall be included as Appendices to the Technical Proposal. In case of a joint venture or consortium each member must provide the documents listed in Form TECH-2 (D) and Form TECH-7.
10. Preparation of the Financial Proposal
All tenderers must take note that a withholding tax of 15% on the gross amount paid shall be levied on payment made to non-Swazi residents’ companies/contractors and service providers in respect of services performed in Eswatini. Information on taxes may be obtained from the following Eswatini Revenue Services website Eswatini Revenue Services (era.org.sz)
11. Packing and Submission of the Proposal

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The Consultant must submit the original and four (4) copies of the Technical Proposal and the original and four (4) copies of the Financial Proposal.

The Proposal shall consist of a Technical Proposal and a Financial Proposal, which shall be submitted in **separate** sealed envelopes marked

“**Technical Proposal – SMVAF 03/2024-2025** and “**Financial Proposal – SMVAF 03/2024-2025** respectively. The two envelopes must be enclosed in a sealed outer envelope, which shall be marked:

“**Request for Proposal – Technical**” and “**Request for Proposal – Financial**”: **SMVAF 03/2024-2025: CONSULTANCY SERVICES FOR REBRANDING AND REPOSITIONING OF SMVAF BRAND IDENTITY - Do Not Open before 18th October 2024 (Eswatini time) on, 12:00 hours**” and addressed to:

**Chief Executive Officer
Sincephetelo MVA Fund
SMVAF Office Park,
Mbhilibhi Street,
Mbabane**

Failure to mark the envelope clearly and accurately may result in rejection of the proposal.

The Proposal should be deposited in the Tender Box situated at **Sincephetelo MVA Fund, Mbhilibhi Street, Mbabane** at the latest by **12:00 hours (Eswatini time) on 18th October 2024**.

Electronic submission shall not be accepted.

15. Evaluation of Technical Proposal

A. Evaluation and Comparison of Proposals

1. The Proposals will be evaluated in a three-stage procedure which include:

- (i) Preliminary Assessment of administrative compliance to ensure the proposals includes all necessary required documents and is duly signed by the authorised representative.
- (ii) Evaluation of the Technical Proposal will follow and completed. Qualifying Proposals shall be considered for further evaluation.
- (iii) Financial Proposal shall be opened and evaluated for the submissions that were found to be responsive on the Technical Evaluation having met the minimum requirements.

B. Acceptance of Submissions

2. Consultant(s) are expected to adhere to the requirements for submitting a proposal. Any proposals that fail to comply will be disqualified from further consideration as part of this evaluation process. In particular:

- The Preliminary Assessment shall consist of full compliance with requirements for submitting a proposal;
- Submission of all requested documentation as listed in Section 3 (d).

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- For purposes of these Clauses, a substantially responsive Proposal is one which conforms to all the requirements and terms and conditions of the RFP without material deviations. The Client's determination of a Proposal's responsiveness is based outcome of the evaluation process as per prescribed methodology and the contents of the Proposal itself without recourse to extrinsic evidence.

C. Evaluation of Technical Proposal

3. An evaluation committee shall be established to evaluate the Proposals. The technical proposal shall be evaluated on its responsiveness to technical requirements and will be assessed and scored according to the evaluation criteria and sub-criterion below. Each criterion shall be allocated a maximum number of points and the total for all criteria shall equal one hundred. The allocation of number of points for each criterion shall be directly related to its importance to the procurement.

The allocation of scores for each criterion will be done on a merit point system where:

3 = Satisfactory: where requirements are met exceedingly

2 = Average: where requirements are ordinarily met

1 = Poor where requirements were not met

**The criterion's highest points gets the total score*

EVALUATION METHODOLOGY

The price/cost of each of the technically compliant proposals shall be considered only after evaluation of the above technical criteria for the Consultant who meets the minimum qualifying score

The minimum Technical Score (St) required to pass is: **70 over 100, (Seventy over hundred percent).**

17. Evaluation of the Financial Proposals

The currency of the Financial Proposal is in the local currency which is in Emalangeni (SZL)

18. Evaluation of Quality Cost Based Proposals

The lowest evaluated Financial Proposal (Fm) will be given the maximum financial score (Sf) of 100 points. The financial scores (Sf) of the other Financial Proposals will be computed as follows: $Sf = 100 \times Fm / F$, in which Sf is the financial score, Fm is the lowest price and F the price of the Proposal under consideration.

Proposals will be ranked according to their combined scores of 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.

The weights given to the Technical and Financial Proposals are:

T = 70 out of 100

P = 30 out of 100

19. Venue for Negotiations

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Expected address for contract negotiations: Sincephetelo MVA Fund Boardroom

22. Commencement of Assignment

The assignment is expected to commence in November 2024 after signing of Contract. The assignment shall take not more than Five (5) months from the date of first execution of the award contract date.

24. Notice of Intention to Award

After the completion of the evaluation and approval of recommendation, the Tenderers shall be notified of the outcome in writing.

26. Margin of Preference

There shall be NO Margin of Preference applied for this Tender.

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SECTION 3

TECHNICAL PROPOSAL STANDARD FORMS

Paragraph 9 of 'Instructions to Consultants' states the format in which the Technical Proposal shall be submitted.

TECH-1 Technical Proposal Submission Form

TECH-2 Consultant's Organization, Experience and Financial Standing

A. Consultant should be able to undertake the work without requiring upfront payment

B. Consultant's Organisation (Company Profile)

C. Consultant's Experience

D. Other Documents Comprising the Proposal

- Submission of all requested documentation as listed below:

✓ Valid Tax Compliance Certificate

✓ Certified Copy of Trading Licence

✓ Certified Copy of Certificate of Incorporation

✓ Certified Copy of Eswatini National Provident Fund (ENPF) Certificate

✓ Certified Copy of Labour Compliance Certificate

✓ Certified Copy of Form J for company directors and Form C for shareholding

✓ Police Clearance Certificate for Company Directors

✓ Three Reference Letters from clients on similar assignments;

✓ Declaration of Eligibility signed by authorised representative.

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

A. Comments and Suggestions on the Terms of Reference

B. Counterpart Staff and Facilities to be provided by Client

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

TECH-5 Team Composition and Task Assignments

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

TECH-7 Declaration of Eligibility

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Form TECH-1: Technical Proposal Submission Form

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

To: **The Chief Executive Officer**
Sincephetelo MVA Fund
P. O. Box 4239
Mbabane

Dear Sirs,

We, the undersigned, offer to provide the services for the **CONSULTANCY SERVICES FOR REBRANDING AND REPOSITIONING OF SMVAF BRAND IDENTITY** in accordance with your Request for Proposal dated 20th September 2024, We hereby submitting our Proposal, which includes this Technical Proposal and a Financial Proposal sealed under separate envelopes.

We are submitting our Proposal in association with: [>>Insert a list with full name and address of consultant or each associated consultant>>] *if applicable*

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

If negotiations are held during the period of validity of the Proposal, i.e., before the date indicated in Paragraph Reference 2.1 of the Data Sheet, we undertake to negotiate on the basis of the proposed staff. Our Proposal is binding upon us and subject to the modifications resulting from Contract negotiations.

We understand Sincephetelo MVA Fund is not bound to accept the lowest or any proposal.

We remain,

Yours sincerely,

Authorised Signature: _____

Name and Title of Signatory: _____

Name of Firm: _____

Address: _____

[Stamp of the Firm]

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Form TECH-2: Consultant’s Organization, Experience and Financial Standing

A - Consultant’s Financial Standing

Following financial information shall be provided:

- Certified copies of the Recent Financial Statements (less than two years old)
- Certified bank account details: name of bank, branch, main account number, type of account and year of account opening.

B - Consultant’s Organisation

[Company Profile of the Consultants’ organisation]

C - Consultant’s Experience

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

Assignment name:	Approx. value of the contract [>>>>Amount in Emalangeni (SZL) which is local Currency in figures and in words>>>]:
Country: Location within country:	Duration of assignment (months):
Name of Client:	Total N ^o of staff-days/months of the assignment:
Address:	Year assignment undertaken:
Start date [>>>> month/year>>>]: Completion date [>>>> month/year>>>]:	Name of senior professional staff of your firm involved and functions performed (indicate most significant profiles such as Project Director, Project Coordinator, Team Leader):
Name of associated Consultants, if any:	Name of senior professional staff of Associate firm involved and functions performed (indicate most significant profiles such as Project Director, Project Coordinator, Team Leader): if any
Narrative description of Project:	
Description of actual services provided by your staff within the assignment:	

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

A - On the Terms of Reference

[Present and justify any modifications or improvement to the Terms of Reference proposed to improve performance in carrying out the assignment (such as deleting some activity you consider unnecessary, adding others or proposing a different phasing of the activities). Such suggestions should be concise and to the point, and they shall be part of the Proposal.]

B - On Counterpart Staff and Facilities

[Comment here on counterpart staff and facilities to be provided by the Client, if any, including: administrative support, office space, local transportation, equipment, data, etc.]

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

[Technical approach, methodology and work plan are key components of the Technical Proposal. The presentation of the Technical Proposal can be inclusive of charts and diagrams, divided into the following three chapters:

- a) Technical Approach and Methodology,*
- b) Work Plan, and*
- c) Organisation and Staffing,*

a) Technical Approach and Methodology. In this Section, explain your understanding of the objectives of the assignment, approach to the services, methodology for carrying out the activities and obtaining the expected output, and the degree of detail of such output.

Please highlight the problems being addressed and their importance and explain the technical approach you would adopt to address them. Please also explain the methodologies proposed to adopt and highlight the compatibility of those methodologies with the proposed approach.

b) Work Plan. In this Section, propose the main activities of each assignment, their content and duration, phasing and interrelations, milestones (including interim approvals by the Client), and delivery timelines of the reports. The proposed work plan should be consistent with the technical approach and methodology, showing understanding of the TOR and ability to translate them into a feasible working plan. A list of the final documents, including reports, drawings, and tables to be delivered as final output, should be included here.

c) Organisation and Staffing. In this Section, propose the structure and composition of the suggested team. List the main disciplines of the assignment, the key expert responsible and proposed technical and support staff.

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Form TECH-5: Team Composition and Task Assignments

<i>Professional Staff</i>				
Name of Staff	Firm	Area of Expertise	Position Assigned	Task Assigned

Proposed Position: [*Insert relevant position to be assigned for each assignment*] _____

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

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

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

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

6. Membership of Professional Associations: _____

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

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

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

10. Employment Record: [*Starting with present position, list in reverse order every employment held by staff member since graduation, giving for each employment (see format here below): dates of employment, name of employing organization, positions held.*] _____

From: [>>Year>>] To: [>>Year>>]

Employer: [>>Name of employing organization>>]

Positions held: [>>Title of the position held>>]

11. Detailed Tasks Assigned

[*List all tasks to be performed under each assignment*]

12. Work Undertaken that Best Illustrates the Capability to Handle the Assigned Tasks

[*Among the assignments in which the staff has been involved, indicate the following information for those assignments that best illustrate staff capability to handle the tasks listed under point 11.*]

Name of assignment or project: _____

Year: _____

Location: _____

Client: _____

Main project features: _____

Positions held: _____

Activities performed: _____

13. Certification:

I, the undersigned, certify that to the best of my knowledge and belief, this CV correctly describes myself, my qualifications, and my experience. I understand that any willful misstatement described herein may lead to my disqualification or dismissal, if engaged.

(Signature of staff member or authorised representative) Date: _____
(Day/Month/Year)

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FORM TECH-7: Declaration of Eligibility

[The Consultant 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 declaration.]

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

Re Tender Reference

In accordance with the eligibility requirements of the Invitation to Tender documents we hereby declare that: -

1. We, including any joint venture partners or consortium partners, are a legal entity and have the legal capacity to enter into the contract.
2. 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.
3. We have fulfilled our obligations to pay taxes and social security contributions.
4. We declare that we adhere to basic labour legislation.
5. 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
6. I/We declare that we are eligible to participate in the above-mentioned public procurement tender as per paragraphs (a) – (e) above.
7. We further declare that we are not Politicians and or Public Officers.
8. That we do not have a **conflict of interest** in relation to the procurement requirement as defined in the Instructions to Tenderers.
9. I/We are aware that, where it shall be found that any or all of the below mentioned directors of our Company have provided misleading information in preparing this tender document, the tender will be cancelled, and contracts awarded shall be terminated immediately.
- 10.

Name _____ (In the capacity of) _____

Authorised Representative Signature _____ Date _____

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SECTION 4: FINANCIAL PROPOSAL - STANDARD FORMS

Financial Proposal Standard Forms shall be used for the preparation of the Financial Proposal in accordance with instructions provided under paragraph 10 of the 'Instructions to Consultants' section.

- FIN-1 Financial Proposal Submission Form
- FIN-2 Summary of Proposal or Activity Costs

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Form FIN-1: Financial Proposal Submission Form

[Note to Consultants: This Financial Proposal Submission Form should be on the letterhead of the Consultants and should be signed by an authorised signatory approved to sign documents that are binding on the entity. It should be included by the Consultant in its financial Proposal.]

[>>>Location>>>]

[>>>Date>>>]

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

To:
The Chief Executive Officer
Sincephetelo MVA Fund
P. O. Box 4239
MBABANE

Dear Sir:

We, the undersigned, offer to provide the consulting services for [Insert title of assignment] in accordance with your Request for Proposal dated [Insert Date] and our Technical Proposal.

Our attached Financial Proposal is for the amount of {Indicate the corresponding to the amount(s) currency(ies)} {Insert amount(s) in words and figures}, [Insert “including” or “excluding”] of all indirect local and withholding taxes in accordance with ITC 10 in the Data Sheet. The estimated amount of local indirect taxes is {Insert currency} {Insert amount in words and figures} and withholding tax (if applicable) is (insert amount in words and figurest) which shall be confirmed or adjusted, if needed, during negotiations. {Please note that all amounts shall be the same as in Form FIN-2}.

Our Financial Proposal shall be valid and remain binding upon us, subject to the modifications resulting from Contract negotiations, for the period of time specified in the Data Sheet, ITC 6.

Commissions and gratuities paid or to be paid by us to an agent or any third party relating to preparation or submission of this Proposal and Contract execution, paid if we are awarded the Contract, are listed below:

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

{If no payments are made or promised, add the following statement: “No commissions or gratuities have been or are to be paid by us to agents or any third party relating to this Proposal and Contract execution.”}

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

We remain,

Yours sincerely,

Signature (of Consultant's authorized representative) {In full and initials}:

Full name: {insert full name of authorized representative}

Title: {insert title/position of authorized representative}

Name of Consultant (company's name or JV's name):

Capacity: {insert the person's capacity to sign for the Consultant}

Address: {insert the authorized representative's address}

Phone/fax: {insert the authorized representative's phone and fax number, if applicable}

Email: {insert the authorized representative's email address}_____

{For a joint venture, either all members shall sign or only the lead member/consultant, in which case the power of attorney to sign on behalf of all members shall be attached}

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Form FIN-2 Summary of Costs

Item	Cost			
	{Consultant must state the proposed Costs in accordance with ITC 10 of the Data Sheet; delete columns which are not used}			
	{Insert Foreign Currency # 1}	{Insert Foreign Currency # 2, if used}	{Insert Foreign Currency # 3, if used}	{Insert Local Currency, if used and/or required (10 Data Sheet)}
Cost of the Financial Proposal				
Including:				
(1) Remuneration				
(2) Reimbursables				
<u>Total Cost of the Financial Proposal:</u> {Should match the amount in Form FIN-1}				
Indirect Local Tax Estimates – to be discussed and finalized at the negotiations if the Contract is awarded				
(i) {insert type of tax e.g., VAT or sales tax}				
(ii) {e.g., income tax on non-resident experts}				
(iii) {insert type of tax}				
<u>Total Estimate for Indirect Local Tax:</u>				

Footnote: Payments will be made in the currency(ies) expressed above (Reference to ITC 10).

Form FIN-3 Breakdown of Remuneration

When used for Lump-Sum contract assignment, information to be provided in this Form shall only be used to demonstrate the basis for the calculation of the Contract’s ceiling amount; to calculate applicable taxes at contract negotiations; and, if needed, to establish payments to the Consultant for possible additional services requested by the Client. This Form shall not be used as a basis for payments under Lump-Sum contracts.

A. Remuneration _____								
No.	Name	Position (as in TECH-6)	Person-month Remuneration Rate	Time Input in Person/Month (from TECH-6)	{Currency # 1- as in FIN-2}	{Currency # 2- as in FIN-2}	{Currency# 3- as in FIN-2}	{Local Currency- as in FIN-2}
Key Experts								
K-1			[Home]					
			[Field]					
K-2								
Non-Key Experts								
N-1			[Home]					
	Total Costs							

Form FIN-4 Breakdown of Reimbursable Expenses

When used for Lump-Sum contract assignment, information to be provided in this Form shall only be used to demonstrate the basis for calculation of the Contract ceiling amount, to calculate applicable taxes at contract negotiations and, if needed, to establish payments to the Consultant for possible additional services requested by the Client. This form shall not be used as a basis for payments under Lump-Sum contracts

B. Reimbursable Expenses								
N°	Type of Reimbursable Expenses	Unit	Unit Cost	Quantity	{Currency # 1- as in FIN-2}	{Currency # 2- as in FIN-2}	{Currency# 3- as in FIN-2}	{Local Currency- as in FIN-2}
	{e.g., Per diem allowances**}	{Day}						
	{e.g., International flights}	{Ticket}						
	{e.g., In/out airport transportation}	{Trip}						
	{e.g., Communication costs between Insert place and Insert place}							
	{ e.g., reproduction of reports}							
	{e.g., Office rent}							
							
	{Training of the Client's personnel – if required in TOR}							
Total Costs								

Per diem allowance" is paid for each night the expert is required by the Contract to be away from his/her usual place of residence. Client can set up a ceiling.

SECTION 5:

TERMS OF REFERENCE

TITLE OF ASSIGNMENT: CONSULTANCY SERVICES FOR REBRANDING AND REPOSITIONING OF SMVAF BRAND IDENTITY

TENDER REFERENCE: SMVAF 03 /2024-2025

1. Background

Sincephetelo MVA Fund (SMVAF) is a statutory body/entity established by a Motor Vehicle Accident of 1991 as amended by the Act of 2011 to actively make payment of medical and rehabilitative benefits in personal injury claims to motor vehicle accident victims, and in the event of loss of life, funeral benefits, and loss of support to beneficiaries thereof.

Fund Strategic Direction

The Fund is also empowered to participate in national road crash and injury prevention interventions and strategies to ensure quality of life for road users. The Seamless Sincephetelo Strategy 20/24 which came to an end in March 2024 worked on integrating the Fund into the post-crash value chain. Leverage from all the actors within the chain to improve the treatment and rehabilitation, reduce the turn-around time for claims processing to 12 months, as well as liquidate the long claims backlog.

The Fund is rolling out its New Strategy for the 24/28 period. The Fund strives to be “a Social Insurance Fund that provides excellent services for value.” In ensuring that the Fund remains relevant and sustainable, Management in the New Strategy, will focus on recovering from the difficult financial position by ensuring financial sustainability, resetting the Fund’s operating model through enhanced customer experience and a relaunch of the Fund through transformation and innovation.

The Fund’s strategy 24/28 emphasizes on three pillars which are the Customer Experience, Transformation and Innovation, and Financial Sustainability. The core values of the Fund are Compassion, Innovation, Professionalism, Teamwork and Innovation.

2. Purpose of the Assignment

The Fund wishes to embark on a rebranding journey with the aim of revamping its corporate identity that will lead to successful brand repositioning. To enhance operations, the Fund requires development of a branding strategy that will align its organisational goals with evolving market dynamics while adapting its brand image to these changes. The Consultant should be able to develop brand value proposition, narrative and key messaging to complement new visual identity that is aligned with the new strategy.

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The purpose of this TOR is to outline the scope, objectives, deliverables, and timeline for this project.

3. Objective of the Assignment

- To redefine the organization's brand identity in line with its vision, mission, and values.
- To analyse the current market position and identify opportunities for repositioning the brand to better meet the needs and expectations of the target audience.
- To develop a comprehensive rebranding strategy encompassing visual identity, messaging, and communication channels.
- To execute the rebranding strategy effectively, ensuring a seamless transition while maximizing stakeholder engagement and buy-in.

4. Scope

The Consultant is expected to:

- Conduct a thorough brand audit, including stakeholder interviews, market analysis, and competitor benchmarking.
- Conduct a desk review and research among key stakeholders and provide report with findings and recommendations of the brand concept having studied SMVAF background, defining its target audience and the Fund's objectives to inform the production phase of at least three (3) creative concepts of the SMVAF renewed brand identity to choose from.
- Develop a brand positioning strategy that differentiates the organization from similar entities and resonates with the target audience.
- Create a new visual identity, including logo design, colour palette, typography, and brand guidelines.
- Develop key messaging and communication materials consistent with the repositioned brand.
- Implement the rebranding across all touchpoints, including website, marketing collateral, social media channels, and physical assets.
- Develop a change management plan to facilitate a smooth transition internally and externally.
- Monitor and evaluate the effectiveness of the rebranding efforts through defined KPIs.

5. Deliverables

The Consultant is expected to submit:

- Brand audit report outlining findings and recommendations.
- Brand positioning strategy document.
- Updated visual identity package, including logo files, brand guidelines, and design assets.
- Key messaging framework and communication materials.
- Implementation plan detailing the rollout of the rebranding across various channels.
- Change management plan to guide internal and external stakeholders through the transition.
- Progress reports and final evaluation report.

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6. Qualifications and Experience

The Consultant required for this Assignment should have the following competences:

1. The Firm must have over 10 years' experience in brand and creative development with proven track record.
2. The team members are expected to fulfil the following qualifications and experience;
 - Minimum bachelor's degree in marketing &/or communications strategy and creative development or related field.
 - Minimum 8 years' work experience with demonstrable capability in developing brand strategy and brand development for corporations and public entities.

7. Duration of the Assignment

The assignment is expected to last for a period not exceeding five months from date of initiation.

- Phase 1: Brand Audit and Strategy Development (4 weeks)
- Phase 2: Visual Identity and Messaging Development (6 weeks)
- Phase 3: Implementation and Rollout (8 weeks)
- Phase 4: Monitoring and Evaluation (ongoing)

8. Evaluation Methodology

Description of evaluation criterion	Weight	Points obtainable	Weighted Score
<p>1. Firm's Experience</p> <p>Must have At least 10 years' experience in developing brand identity and brand strategies</p> <p>(i) ≥10 years = 2 points (ii) Between 5 – 10 years = 1 point (iii) Less than 5 = 0 point</p>	10		
<p>2. Key Expert must have:</p> <p>Key Expert must have Minimum Bachelors Degree in Marketing & Communications, or Strategy development or relevant field and at least 8 years' experience in brand strategy and/or creative development.</p> <p>(i) ≥8 years = 2 points (ii) Between 4 and 8 years = 1 point (iii) Below 4 years = 0 point</p>	40		

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3. Adequacy of Approach and Methodology (i) Satisfactory = 2 points (ii) Average = 1 point (iii) Poor = 0 point	30		
4. At least Three (3) Reference Letters from (previous and/or current) clients for similar assignments (i) Three references = 2 points (ii) Two references = 1 point (iii) One reference = 0 point	20		
Total	100		

Qualification threshold 70 points

(i) Stage Three: Financial Evaluation Criteria

Evaluation of the financial proposal based on the cost inclusive of all applicable taxes

Consultants shall be required to submit:

- i. CV of project team with copies of Academic qualifications and Identity Document, experience relevant to the assignment and three contactable references
- ii. Technical Proposal
- iii. Financial Proposal (separate from Technical Proposal)
- iv. Track record to prove relevant experience in brand development strategies
- v. Administrative documents listed in Section 3

9. Payment Terms

The successful consultant shall be compensated as follows upon certification of the completed tasks to the satisfaction of the Fund, as per the following schedule:

Payment	Deliverable	Percentage
Full payment	Upon delivery of complete risk register and project sign-off done	100%

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SECTION 6:

GENERAL CONDITIONS OF CONTRACT (GCC)

1. GENERAL PROVISIONS

1.1 Definitions

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

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

1.2 Law Governing Contract

This Contract, its meaning and interpretation, and the relation between the Parties shall be governed by the Applicable Laws in effect in the Kingdom of Eswatini.

1.3 Language

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

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1.4 Notices

1.4.1 Delivery of Notice Any notice, request or consent required or permitted to be given or made pursuant to this Contract shall be in writing. Any such notice, request or consent shall be deemed to have been given or made when delivered in person to an authorized representative of the Party to whom the communication is addressed, or when sent to such Party at the address specified in the SCC.

1.4.2 Change of Address A Party may change its address for notice hereunder by giving the other Party notice in writing of such change to the address specified in the SCC.

1.5 Location

The Services shall be performed at such locations as are specified in the Term of reference hereto and, where the location of a particular task is not so specified, at such locations, whether in Eswatini or elsewhere, as the Client may approve.

1.6 Authority of Member in Charge

In case the Consultant consists of a joint venture/ consortium/ association of more than one entity, the Members hereby authorize the entity specified in the SCC to act on their behalf in exercising all the Consultant's rights and obligations towards the Client under this Contract, including without limitation the receiving of instructions and payments from the Client.

1.7 Authorized Representatives

Any action required or permitted to be taken, and any document required or permitted to be executed under this Contract by the Client or the Consultant may be taken or executed by the officials specified in the SCC.

1.8 Taxes and Duties

The Consultant, Sub-Consultants, and their Personnel shall pay such indirect taxes, duties, fees, and other impositions levied under the Applicable Law as specified in the SCC, the amount of which is deemed to have been included in the Contract Price.

1.9 Fraud and Corruption

Consultants should be aware that a Consultant who engages in corrupt, collusive or fraudulent practices will have their proposals rejected or Contract terminated in accordance with Clause GCC 2.6.1(c), and may further be subject to prosecution under the laws of Eswatini.

1.9.1 Commission and Fees It is required that the successful Consultant will disclose any commissions or fees that may have been paid or are to be paid to agents, representatives, or commission agents with respect to the selection process or execution of the contract. The information disclosed must include at least the name and address of the agent, representative, or commission agent, the amount and currency, and the purpose of the commission or fee.

2. COMMENCEMENT, COMPLETION, MODIFICATION AND TERMINATION OF CONTRACT

2.1 Effectiveness of Contract This Contract shall come into effect on the date the Contract is signed by both Parties or at such other later date as may be stated in the SCC. The date the Contract comes into effect is defined as the Effective Date.

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- 2.2 Commencement of Services** The Consultant shall begin carrying out the Services not later than the number of days after the Effective Date specified in the SCC.
- 2.3 Expiration of Contract** Unless terminated earlier pursuant to Clause GCC 2.6, this Contract shall expire at the end of the time period after the Effective Date, as specified in the SCC.
- 2.4 Modifications or Variations** Any modification or variation of the terms and conditions of this Contract, including any modification or variation of the Scope of the Services, may only be made by written agreement between the Parties. However, each Party shall give due consideration to any proposals for modification or variation made by the other Party.
- 2.5 Force Majeure Definition** 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 which makes a Party’s performance of its obligations under the Contract impossible or so impractical as 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.
- 2.5.1 No Breach of Contract** The failure of a Party to fulfil any of its obligations under the contract shall not be considered to be a breach of, or default under, this Contract insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event (a) has taken all reasonable precautions, due care and reasonable alternative measures in order to carry out the terms and conditions of this Contract, and (b) has informed the other Party as soon as possible about the occurrence of such an event.
- 2.5.2 Extension of Time** Any period within which a Party shall, pursuant to this Contract, complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure.
- 2.5.3 Payments** During the period of their inability to perform the Services as a result of an event of Force Majeure, the Consultant shall be entitled to continue to be paid under the terms of this Contract, as well as to be reimbursed for additional costs reasonably and necessarily incurred by them during such period for the purposes of the Services and in reactivating the Service after the end of such period.
- 2.6 Termination** The Client may terminate this Contract in case of the occurrence of any of the events specified in paragraphs (a) through (f) of this Clause GCC 2.6.1. In such an occurrence the Client shall give not less than thirty (30) days’ written notice of termination to the Consultant, and forty-five (45) days’ in the case of the event referred to in (e).
- 2.6.1 By the Client**
- (a) If the Consultant does not remedy a failure in the performance of their obligations under the Contract, within fourteen (14) days after being notified or within any further period as the Client may have subsequently approved in writing.
 - (b) If the Consultant becomes insolvent or bankrupt.

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- (c) If the Consultant, in the judgment of the Client has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.
- (d) If, as the result of Force Majeure, the Consultant are unable to perform a material portion of the Services for a period of not less than sixty (60) days.
- (e) If the Client, in its sole discretion and for any reason whatsoever, decides to terminate this Contract.
- (f) If the Consultant fails to comply with any final decision reached as a result of arbitration proceedings pursuant to Clause GCC 8 hereof.

**2.6.2 By the
Consultant**

The Consultants may terminate this Contract, by not less than fourteen (14) days' written notice to the Client, such notice to be given after the occurrence of any of the events specified in paragraphs (a) through (c) of this Clause GCC 2.6.2:

- (a) If the Client fails to pay any money due to the Consultant pursuant to this Contract and not subject to dispute pursuant to Clause GCC 7 hereof within forty-five (45) days after receiving written notice from the Consultant that such payment is overdue.
- (b) If, as the result of Force Majeure, the Consultant is unable to perform a material portion of the Services for a period of not less than sixty (60) days.
- (c) If the Client fails to comply with any final decision reached as a result of arbitration pursuant to Clause GCC 8 hereof.

**2.6.3 Payment
upon
Termination**

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

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

**3.1 Standard of
Performance**

3. OBLIGATIONS OF THE CONSULTANT

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

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- 3.2 Conflict of Interests** The Consultant shall hold the Client’s interests paramount, without any consideration for future work, and strictly avoid conflict with other assignments or their own corporate interests.
- 3.2.1 Consultants Not to Benefit from Commissions, Discounts, etc.* The payment of the Consultant pursuant to Clause GCC 6 shall constitute the Consultant’s only payment in connection with this Contract or the Services, and the Consultant shall not accept for their own benefit any trade commission, discount, or similar payment in connection with activities pursuant to this Contract or to the Services or in the discharge of their obligations under the Contract, and the Consultant shall use their best efforts to ensure that the Personnel, any Sub-Consultants, and agents of either of them similarly shall not receive any such additional payment.
- 3.2.2 Consultant and Affiliates Not to be Otherwise Interested in Project* The Consultant agrees that, during the term of this Contract and after its termination, the Consultant and any entity affiliated with the Consultant, as well as any Sub-Consultants and any entity affiliated with such Sub-Consultants, shall be disqualified from providing goods, works or services (other than consulting services) resulting from or directly related to the Consultant’s Services for the preparation or implementation of the project.
- 3.2.3 Prohibition of Conflicting Activities* The Consultant shall not engage, and shall cause their Personnel as well as their Sub-Consultants and their Personnel not to engage, either directly or indirectly, in any business or professional activities which would conflict with the activities assigned to them under this Contract.
- 3.3 Confidentiality** Except with the prior written consent of the Client, the Consultant and the Personnel shall not at any time communicate to any person or entity any confidential information acquired in the course of the Services, nor shall the Consultant and the Personnel make public the recommendations formulated in the course of, or as a result of, the Services.
- 3.4 Insurance to be Taken Out by the Consultant** The Consultant (a) shall take out and maintain, and shall cause any Sub-Consultants to take out and maintain, at their (or the Sub-Consultants’, as the case may be) own cost but on terms and conditions approved by the Client, insurance against the risks, and for the coverage, as shall be specified in the SCC; and (b) at the Client’s request, shall provide evidence to the Client showing that such insurance has been taken out and maintained and that the current premiums have been paid.
- 3.5 Consultant’s Actions Requiring Client’s Prior Approval** The Consultant shall obtain the Client’s prior approval in writing before taking any of the following actions:
- (a) Entering into a subcontract for the performance of any part of the Services,
 - (b) Appointing such members of the Personnel not listed by name in Form TECH-5, and
 - (c) Any other action that may be specified in the SCC.
- 3.6 Reporting Obligations** (a) The Consultant shall submit to the Client the reports and documents specified in the Terms of Reference hereto, in the form, in the numbers and within the time periods set forth in the said expected output.

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- (b) Final reports shall be delivered in CD ROM in addition to the hard copies specified in said Terms of Reference.
- 3.7 Documents Prepared by the Consultant to be the Property of the Client**
- (a) All plans, drawings, specifications, designs, reports, other documents and software submitted by the Consultant under this Contract shall become and remain the property of the Client, and the Consultant shall, not later than upon termination or expiration of this Contract, deliver all such documents to the Client, together with a detailed inventory thereof.
- (b) The Consultant may retain a copy of such documents and software. Restrictions about the future use of these documents, if any, shall be specified in the SCC.

4. CONSULTANT'S PERSONNEL

- 4.1 Description of Personnel** The Consultant shall employ and provide such qualified and experienced Personnel and Sub-Consultants as are required to carry out the Services. The titles, agreed job descriptions, minimum qualifications, and estimated periods of engagement in the carrying out of the Services of the Consultant's Key Personnel are described in Form TECH 5 and 6. The Key Personnel and Sub-Consultants listed by title as well as by name in Form TECH 5 and 6 hereby approved by the Client.
- 4.2 Removal and/or Replacement of Personnel**
- (a) Except as the Client may otherwise agree, no changes shall be made in the Key Personnel. If, for any reason beyond the reasonable control of the Consultant, such as retirement, death, medical incapacity, among others, it becomes necessary to replace any of the Key Personnel, the Consultant shall provide as a replacement a person of equivalent or better qualifications.
- (b) If the Client finds that any of the Personnel have (i) committed serious misconduct or have been charged with having committed a criminal action, or (ii) have reasonable cause to be dissatisfied with the performance of any of the Personnel, then the Consultant shall, at the Client's written request specifying the grounds thereof, provide as a replacement a person with qualifications and experience acceptable to the Client.
- (c) The Consultant shall have no claim for additional costs arising out of or incidental to any removal and/or replacement of Personnel.

5. OBLIGATIONS OF THE CLIENT

- 5.1 Assistance** The Client shall use its best efforts to provide the Consultant such assistance as specified in the SCC.
- 5.2 Change in the Applicable Law Related to Taxes and Duties** If, after the date of this Contract, there is any change in the Applicable Law with respect to taxes and duties which increases or decreases the cost incurred by the Consultant in performing the Services, then the remuneration and reimbursable expenses otherwise payable to the Consultant under this Contract shall be increased or decreased accordingly by agreement between the Parties, and

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corresponding adjustments shall be made to the amounts referred to in Clauses GCC 6.2 (a) or (b), as the case may be.

6. PAYMENTS TO THE CONSULTANT

- 6.1 Ceiling Amount** An estimate of the cost of the Services is set forth in **Form FIN 3** (Remuneration) and **Form FIN 4** (Reimbursable expenses).
- 6.2 Remuneration and Reimbursables** The Client shall pay to the Consultant (i) remuneration that shall be determined on the basis of time actually spent by each Expert in the performance of the Services after the date of commencing of Services or such other date as the Parties shall agree in writing; and (ii) reimbursable expenses that are actually and reasonably incurred by the Consultant in the performance of the Services.
- 6.3 Payment for Additional Services** For the purpose of determining the remuneration due for additional services as may be agreed under Clause 2.4, a breakdown of the unit prices and reimbursables is provided in the Financial Proposal submitted or as agreed by both parties.
- 6.4 Terms and Conditions of Payment** Payments shall be made to the account of the Consultant upon delivery of satisfactory output as stated in the Terms of References and or according to the payment schedule stated in the SCC. Any other payment shall be made after the conditions listed in the SCC for such payment have been met, and the Consultant has submitted an invoice to the Client specifying the amount due.
Payments shall be made in Emalangeneni no later than thirty (30) days following submission by the Consultant of the agreed upon output.

7. GOOD FAITH

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

8. SETTLEMENT OF DISPUTES

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

8.1.1
Communication of Dispute

If either Party objects to any action or inaction of the other Party, the objecting Party may file a written Notice of Dispute to the other Party providing in detail the basis of the dispute. The Party receiving the Notice of Dispute will consider it and respond in writing within fourteen (14) days after receipt. If that Party fails to respond within fourteen (14) days, or the dispute cannot be amicably settled within fourteen (14) days following the response of that Party, Clause GCC 8.2 shall apply.

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

9. TAXES AND DUTIES

9.1 Payment of Taxes and Duties The Consultant, Sub-consultants and Experts are responsible for meeting any and all tax liabilities arising out of the Contract unless it is stated otherwise in the SCC.

9.1.1 Exception As an exception to the above and as stated in the SCC, all local identifiable indirect taxes (itemized and finalized at Contract negotiations) are reimbursed to the Consultant or are paid by the Client on behalf of the Consultant.

9.2 Currency of Payment Any payment under this Contract shall be made in the currency(ies) specified in the SCC.

SECTION 7: SPECIAL CONDITIONS OF CONTRACT (SCC)

TENDER NAME: CONSULTANCY SERVICES FOR REBRANDING AND REPOSITIONING OF SMVAF BRAND IDENTITY

TENDER REF: SMVAF 03/2024-2025

Number of GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
1.1(a)	The Contract shall be construed in accordance with the law of the Kingdom of Eswatini
1.3	The language is: English
1.5	The addresses are: Client :SINCEPHETELO MVA FUND SMVAF Office Park, Mbhilibhi Street Mbabane

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	Postal Address P. O. Box 4239 Mbabane E-mail: sindi@mva.org.sz cc makhosi@mva.org.sz Consultant : _____ Attention : _____ Facsimile : _____ E-mail (where permitted) : _____
2.1	The effectiveness conditions are the following: Signing of the Contract by Both Parties.
2.2	Commencement of Services: The Services shall commence immediately after contract signing Confirmation of Key Experts' availability to start the Assignment shall be submitted to the Client in writing as a written statement signed by each Key Expert.
2.3	Termination of Contract for Failure to Become Effective: The time period shall be 14 calendar days
2.6	Expiration of Contract: The time period shall be 60 calendar days <u>after commencement</u>
6.4	The currency of payment(s): The payment(s) shall be made in local currency, Lilangeni (SZL)

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