



REQUEST FOR PROPOSAL

FOR

CORPORATE TEAM BUILDING

TENDER No. : RFP-NDMA 2024/04

TENDER Name : **COPORATE TEAM BUILDING**

Tender Closing Date : Friday, 01st November 2024
Not later than 12:00hrs

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SECTION ONE - LETTER OF INVITATION TO TENDER

P. O. Box 8909
Mbabane
Eswatini

23rd September 2024

Tender Reference: RFP-NDMA 2024/04

Dear Sir/Madam

The National Disaster Management Agency (NDMA) is the principal institution mandated to coordinate a comprehensive disaster risk management system in the Kingdom of Eswatini and envisages to develop a shared understanding of multi-agency preparedness, response and recovery arrangements across responding agencies to reduce the impact of current and future hazards. The NDMA as part of its human capital motivation strategy intends to foster cohesion among its staff members to enhance staff morale and workplace productivity and thus deliver on its strategic goals.

It is on the basis of this background that the NDMA hereby invites Professional Team Building Service Providers with proven track record in facilitating corporate team building events in an ambient venue with excellent lodging and dining facilities. NDMA staff predominantly is involved with responding to disasters and working with communities who are victims of different forms of disasters. This nature of work exposes staff to some degree of trauma. Scientific evidence suggests that team building retreats can positively impact staff performance and by extension organizational performance. The key objectives for this Team building are to enhance open communication; improve collaboration and trust; and reduce stress and build staff resilience.

Details on the tender submission date, time and address are provided in part C of the Instruction to Tenderers. For any request for further information regarding this invitation to tender document, bidders are advised to submit their proposals, in writing to: procurement@ndma.org.sz.

Request for information and clarification must be sent not later 22nd October 2024, request submitted after this date will not be responded to

Yours Sincerely,

Victor Mahlalela

Chief Executive Officer

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1.0 INVITATION TO TENDER

RFP-NDMA 2024/04 CORPORATE TEAM BUILDING

Tenders are hereby invited from suitable, qualified, registered, and reputable **local/International** Service Providers for Corporate Team Building for the National Disaster Management Agency. The RFP is downloaded at www.esppra.co.sz or www.ndma.org.sz.

2.0 DEFINITIONS

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

3.0 TERMS OF REFERENCE

3.1 BACKGROUND

NDMA as part of its human capital motivation strategy intends to foster cohesion among its staff members to enhance staff morale and workplace productivity and thus deliver on its strategic goals.

It is a proven fact that best performing work teams are cohesive, motivated and incentivized teams. Organizational performance is a function of team performance. Hence

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for an organization to perform well it follows that it must consist of a team that is cohesive, motivated and incentivized.

To this end, NDMA intends to organize a Corporate Team Building Retreat to boost good team morale, cohesion and cooperation among staff.

4.0 Scope of the Assignment

The NDMA needs Professional Team Building Service Providers with a proven track record in facilitating corporate team building events in an ambient venue with excellent lodging and dining facilities for 54 staff members for two days and two nights.

4.1 Overall Objectives

The Team Building seeks to achieve the following objectives and results:

1. To enhance open communication - Effective communication is crucial during a disaster, where clear and timely information can save lives and resources. The retreat needs to help improve communication skills among team members by fostering open dialogue and understanding in a low-pressure environment. This improved communication can translate into more effective and efficient work interactions during emergencies. Enhanced crisis communication skills help organizations meet the growing demands for information related to an emergency event, build trust with stakeholders, and ensure message consistency across various platforms¹.

2. To improve collaboration and trust - When disaster strikes, having a team that trusts each other and works well together can lead to more efficient and effective responses. Collaborative preparedness exercises are essential in emergency management as they enhance learning, communication, and trust among participants. This will help in creating a collaborative environment conducive to shared learning and decision-making, which is critical for effective disaster management.

3. To reduce stress and build staff resilience - Disaster management staff often work in high-pressure environments, and having strong, supportive relationships with colleagues can help them cope better with stress and recover more quickly from challenging situations. Resilient organizations and teams are better equipped to handle work stress, develop protective factors against stress, and maintain a positive outlook even during crises. The team building activities must help reduce stress and build resilience by fostering a culture of openness, support, and mutual respect.

4.2 Assignment Methodology:

The service Provider must provide proposal with a comprehensive package that will enable NDMA to attain the Team Building Objectives. NDMA is an ISO 9001 certified

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organizations and all services and amenities must adhere to the high quality standards with environmentally friendly and aesthetic amenities; hygienic accommodation facilities and adhering to the best food safety standards. The team building proposal must demonstrate how the Service Provider plans to assist NDMA to achieve the objectives. The proposal must include a Team Building Program with detailed list of activities: demonstrating how the proposed activities will contribute to the achievement of the outlined objectives. The proposed facilitators must have a proven track record of performing similar activities.

4.3 Assignment Duration

Two (2) days two (2) nights.

4.4 Key Deliverables

- 4.5.1 The prospective service provider must deliver their assignment as per the approved proposal to demonstrate.
- 4.5.2 During the Team Building implementation the Service provider must observe and debrief the Human Resources Manager and Chief Executive Officer on notable areas to strengthen staff communication, cohesion, cooperation, stress reduction and build resilience post the retreat.
- 4.5.3 At the end of the Team Building Exercise, the service provider must deliver a Team Building Report demonstrating areas of continuous improvement for the NDMA management to reinforce or improve the NDMA Team.

4.5 Contract supervision and obligations by (NDMA)

The Service Provider will liaise with the NDMA Human Resources Manager (HRM) for the coordination of the exercise. Onsite logistics will be managed by the Human Resources Manager and his designated officer(s). The Team Building Report will be submitted to the HRM.

5.0 TENDER EVALUATION CRITERIA

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

Stage 1 Preliminary Evaluation

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

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Stage 2 Technical Evaluation

The NDMA's evaluation committee shall evaluate the Technical Proposals on the basis of their responsiveness to the description of works and the RFP, applying the evaluation criteria, description, and point system specified below. Each responsive Proposal will be given a technical score. A Proposal shall be rejected at this stage if it does not respond to important aspects of the RFP or if it fails to achieve the minimum technical score **of 70 points.**

The evaluation criteria shall be as follows:

| Technical Criteria | Description | Maximum Points % |
|--|--|------------------|
| Qualification Relevant Experience of Service Provider | <ul style="list-style-type: none"> Organizational/company profile with at least five (5) years' experience in offering team building services. (10) Suitable facilities with relevant amenities that are used for proposed team building activities. (10) Team Building Facilitator (Team Leader) must have least five years (5) experience providing similar service – attach a detailed CV. (10) | 30 |
| Trade References | <ul style="list-style-type: none"> Proven track record of handling similar services – <ul style="list-style-type: none"> Supply 4 reference letters (including contact details such as Client/Company Name, Telephone Number, and Email Address) regarding the contracts. Less than 4 clients will be scored based on the below formula. <p>Number of positive verified references $((x)/3)*20$ NB: NDMA reserves the right to contact and visit any of the referenced clients listed.</p> | 20 |
| Proposed Venue | <p>Suitability of the venue.</p> <ul style="list-style-type: none"> Provide pictures, videos of the venue (8) GIS location, tranquil area free from commotion or tumult (6) Proof of Venue Star rating of the proposed facilities – 5 stars = 6 <p>Number of stars rating will be calculated at $((x)/5)*6$ (NDMA reserves the right to visit the venue prior to award of contract)</p> | 20 |

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| | | |
|---|---|------------------|
| Team Building Methodology | <ul style="list-style-type: none"> The service provider must submit a detailed method statement detailing the overall team building activities. The service provider must submit a plan clearly outlining a programme/ schedule including all activities and deliverables which provides the details that would indicate the order and timing of activities to be carried out. Higher scores will be allocated to the service provider who demonstrates understanding of the assignment and completion of the activities within two days. <p>not acceptable = 0 poor = 10 satisfactory = 15 exceptionally good = 30</p> | 30 |
| Total Score for Technical Evaluation | | 100 |
| <i>Minimum acceptable final score for tender award</i> | | <i>70</i> |

Stage 3 Financial Evaluation

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

The evaluation team will review the financial bids and determine the evaluation price for each proposal.

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

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

- Technical – **70%**
- Financial – **30%**

The formula for determining the financial scores (Sf) of all Proposals is calculated as follows:

$$Sf = 100 \times Fm / F,$$

Where: "Sf" is the financial score, "Fm" is the lowest price, and "F" the price of the proposal under consideration.

A Single Stage, two-envelope bidding will be used for this tender. Technical proposals must be submitted separately from the financial proposals, each wrapped in a separately sealed envelope and clearly marked 'technical proposal' and 'financial proposal,' respectively.

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SECTION TWO - INSTRUCTION TO BIDDERS

A. Key information to Tenderers

- 1. Conflict of Interest**
- 1.1 The Service Provider is required to provide professional, objective, and impartial advice, at all times holding the Client's interest's paramount, strictly avoiding conflicts with other assignments or its own corporate interests, and acting without any consideration for future work.
- 1.2 The Service Provider has an obligation to disclose to the Client any situation of actual or potential conflict that impacts its capacity to serve the best interest of its Client. Failure to disclose such situations may lead to the disqualification of the Service Provider or the termination of its Contract.

2. Eligibility

- 2.1 The NDMA shall consider local and International registered and operating companies to (individuals and Companies, including Joint Ventures and their individual members) to supply the required services.
- 2.2 Furthermore, it is the Service Provider's responsibility to ensure that its Experts, joint venture members, Sub-Contractors, agents (declared or not), sub-contractors, service providers, Contractor and/or their employees meet the eligibility requirements as established by the NDMA in this section.
- 2.3 Interested service providers must submit the following valid document to prove their eligibility to tender for the required goods and services and such shall form part of the preliminary evaluation.
- a. Detailed Company profile
 - b. Certified copy of Trading license
 - c. Original and Valid Tax Compliance certificate
 - d. Certified copies of ENPF certificate or equivalent for international consultants.
 - e. Certified copies of labour compliance certificate or equivalent for international
 - f. Certified Copy of Form J or international equivalent

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- g. Certified Copy of Form C for companies or international equivalent
 - h. Police Clearance or affidavit proving that directors of the company have not convicted of any criminal offenses relative to procurement.
 - i. Certified ID copies for Directors
 - j. Letters from at least three relevant trade references
 - k. Signed Declaration of Eligibility
- 3. Restrictions for Public Employees** 3.1 Government officials and civil servants are not eligible to tender for these requirements.
- 4. Service Provider Debarment** 4.1 A firm that is under a sanction of debarment by the National Public Procurement Regulatory Agency or any international agency from being awarded a contract is not eligible to participate in this procurement.

B. Preparation of Tenders

- 5. General Considerations** 5.1 In preparing the Tender, the Service Provider is expected to examine in detail the product specification and align offers to the required standard. Material deficiencies in providing the information requested in the RFP may result in rejection of the Tender.
- 6. Cost of Preparation of Tender** 6.1 The Service Provider shall bear all costs associated with the preparation and submission of its Tender, and the Client shall not be responsible or liable for those costs, regardless of the conduct or outcome of the selection process. The Client is not bound to accept any Tender, 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.
- 7. Language** 7.1 The Tender, as well as all correspondence and documents relating to the Tender exchanged between the Service Provider and the Client, shall be written in English language. Where documents such as certificates are included issued in different language, the Service Provider shall provide an interpreted version of same.

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**8. Documents
Comprising the
Tender**

8.1 The Tender shall comprise all the documents required to prove their eligibility to participate in this tender as mentioned in section 2.3 of this document.

**9. Only One
Tender**

9.1 The Service Provider (including the individual members of any Joint Venture) shall submit only one Tender, either in its own name or as part of a Joint Venture in another Tender. If a Service Provider, including any Joint Venture member, submits or participates in more than one Tender, all such Tenders shall be disqualified and rejected.

**10. Tender
Validity**

10.1 The validity period for the Service Provider's Tender shall be 90 days from the date of submission of the tender.

10.2 During this period, the Service Provider shall maintain its original Tender without any change, including the availability of stock as proposed.

**11. Sub-
Contracting**

11.1 The Service Provider shall not subcontract the whole of the Services.

**12. Clarification
and
Amendment of
RFP**

12.1 The Service Provider may request a clarification of any part of the RFP during the period indicated in the Data Sheet before the Proposals' submission deadline. Any request for clarification must be sent in writing, or by standard electronic means, to the Procuring Entity's address indicated in the Data Sheet. The Procuring Entity 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 its source) to all shortlisted Consultants. Should the Procuring Entity deem it necessary to amend the RFP as a result of a clarification, it shall do so following the procedure described below:

12.1.1 At any time before the proposal submission deadline, the Procuring Entity may amend the RFP by issuing an amendment in writing or by standard electronic means. The amendment shall be sent to all shortlisted Consultants and will be binding on them. The shortlisted Consultants shall acknowledge receipt of all amendments in writing.

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12.1.2 If the amendment is substantial, the Procuring Entity may extend the proposal submission deadline to give the shortlisted Consultants reasonable time to take an amendment into account in their Proposals.

12.2 The Service Provider may submit a modified Proposal or a modification to any part of it at any time prior to the proposal submission deadline. No modifications to the Technical or Financial Proposal shall be accepted after the deadline.

13. Technical Tender Format and Content

13.1 The Technical Tender shall be prepared using the Standard Forms provided in Section 4 of this RFP document and shall comprise the documents listed in Section 2 sub-section 2.3 of this document.

14. Financial Tender

14.1 The Financial Tender shall be prepared using the Standard Forms provided in Section 5 of the RFP. It shall list all costs associated with the delivery of the material.

14.2 Prices quoted must be guaranteed for a period of twelve (12) months.

15. Taxes

15.1 The Service Provider and its Sub-Contractors are responsible for meeting all tax liabilities arising out of the Contract.

16. Currency of Tender

16.1 The Service Provider shall express the price for its Services in Eswatini (SZL) currency only, where the different currency is used, the NDMA shall convert it using the ruling exchange rate at the time of submission of the tender.

C. Submission, Opening and Evaluation

17. Submission, Sealing, and Marking of Tenders

17.1 The Service Provider shall submit a signed and complete Proposal comprising the documents and forms in accordance with ITB 8 (Documents Comprising Proposal). Consultants shall mark as "**CONFIDENTIAL**" information in their Proposals which is confidential to their business. This may include proprietary information, trade secrets or

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commercial or financially sensitive information. The submission can be done by mail or by hand.

- 17.2 An authorized representative of the Service Provider shall sign the original submission letters in the required format for both the Technical Proposal and, if applicable, the Financial Proposal and shall initial all pages of both. The authorization shall be in the form of a written power of attorney attached to the Technical Proposal.

17.2.1 A Proposal submitted by a Joint Venture shall be signed by all members so as to be legally binding on all members, or by an authorized representative who has a written power of attorney signed by each member's authorized representative.

- 17.3 Any modifications, revisions, interlineations, erasures, or overwriting shall be valid only if they are signed or initialed by the person signing the Proposal.
- 17.4 Consultants shall submit a soft and a hard copy where physical submission is being opted. Where electronic submission is the option, only one copy for both Technical and Financial proposal shall be submitted on the email address supplied on the Data Sheet.
- 17.5 Where physical submissions is being opted must be four hard copies ***(one Original and three copies)*** clearly labelled as such with the ***tender name, tender reference number*** and ***closing date and time***.
- 17.6 The Technical Proposal shall be emailed or placed inside a sealed envelope clearly marked "**Technical Proposal**", "[Name of the Assignment]", [reference number], [name and address of the Consultant], and with a warning "**Do Not Open until [insert the date and the time of the Technical Proposal submission deadline]**" where hard copy is submitted.
- 17.7 Similarly, the original Financial Proposal shall be emailed or placed inside of a separate sealed envelope clearly marked "**Financial Proposal**" "[Name of the Assignment]", [reference number], [name and address of

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the Consultant]”, and with a warning “**Do Not Open With The Technical Proposal**”

- 17.8 The sealed envelopes containing the Technical and Financial Proposals shall be placed into one outer envelope and sealed. This outer envelope shall be addressed to the **Chief Executive Officer** (NDMA) and bear the submission address, RFP reference number, the name of the assignment, the Consultant’s name and the address, and shall be clearly marked “**Do Not Open Before** [insert the time and date of the submission deadline indicated at the front page of this document.
- 17.9 If the envelopes and packages with the Proposal are not sealed and marked as required, the NDMA will assume no responsibility for the misplacement, loss, or premature opening of the Proposal.
- 17.10 The submission deadline of this Tender shall be on the date stated in the Data Sheet.
- 17.11 Any Tender received by the Procuring Entity after the closing date and time as specified in the Tender Data Sheet will be rejected and returned unopened to the Tenderer.

18. Opening of Tenders

- 18.1 A representative of the NDMA’s Tender Board shall conduct the opening of the Tenders in the presence of all Service Providers’ authorized representatives who choose to attend.
- 18.2 At the opening of the Tenders, the following shall be read out: (i) the name and the country of the Service Provider or, in case of a Joint Venture, the name of the Joint Venture, the name of the lead member and the names and the countries of all members; (ii) the presence or absence of a duly sealed envelope with the Financial Tender; (iii) any modifications to the Tender submitted prior to Tender submission deadline; and (iv) any other information deemed appropriate.
- 18.3 After the technical evaluation is completed and has been approved, the Procuring Entity shall notify those Consultants whose Proposals were considered non-responsive to the RFP and TOR or did not meet the

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minimum qualifying technical score (and shall provide information relating to the Consultant's overall technical score, as well as scores obtained for each criterion and sub-criterion) that their Financial Proposals will be returned unopened after completing the selection process and Contract signing. The Procuring Entity shall simultaneously notify in writing those Consultants that have achieved the minimum overall technical score and inform them of the date, time and location for the opening of the Financial Proposals. The opening date should allow the Consultants sufficient time to make arrangements for attending the opening. The Consultant's attendance at the opening of the Financial Proposals (in person, or online if such option is indicated in the Data Sheet) is optional and is at the Consultant's choice.

- 18.4 The Financial Proposals shall be opened by the Procuring Entity's tender opening committee in the presence of the representatives of those Consultants whose proposals have passed the minimum technical score. At the opening, the names of the Consultants, and the overall technical scores, including the break-down by criterion, shall be read aloud. The Financial Proposals 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. Copies of the record shall be sent to all Consultants who submitted Proposals

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19. Evaluation of the Tenders

- 18.1 The Evaluation Committee shall conduct a Preliminary Evaluation on a PASS or FAIL basis.
- 18.2 The Technical Evaluation shall be evaluated on a point system to assess its alignment on the tender specification.
- 18.3 The Evaluation team will review the financial bids and determine the evaluation price for each proposal. The weighted scores (technical and financial) shall be added together to give a total score for each proposal and the Service Provider with the highest score shall be recommended for award.
- 18.4 The NDMA does not bind itself to award the lowest bidder nor to award the tender.

20. Award of Contract

- 19.1 Prior to recommending an award of contract, the Procuring Entity may decide to post-qualify the lowest evaluated substantially responsive Tenderer to verify the Tenderer's documentation and facilities. A contract will not be awarded to any Tenderer who fails to pass such a post-qualification.
- 19.2 The Procuring Entity will award the contract to the Tenderer, who has achieved the highest combined technical and financial score, to carry out and complete the contract.
- 19.3 Prior to the expiration of the Tender's validity, the Procuring Entity will notify the successful Tenderer in writing that their Tender has been accepted. The successful Tenderer will be expected to sign a contract and provide a Performance Security within 14 days of notification of award, if required as stated in the Tender Data Sheet. The Performance Security will be valid for a period of the contract including any warranty obligations.
- 19.4 Where a Tender Security has been provided, this will be returned to the successful Tenderer on furnishing of the Performance Guarantee.
- 19.5 The Tender security of the unsuccessful Tenderers will be returned at the same time

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21. Notification of Intention to Award

20.1 The NDMA shall send to each Service Provider (that has not already been notified that it has been unsuccessful) and publish in ESPPRA website, the Notification of Intention to Award the Contract to the successful Service Provider. The Notification of Intention to Award shall contain, at a minimum, the following information:

- (a) the name and address of the Service Provider with whom the NDMA successfully negotiated a contract;
- (b) the contract price of the successful Proposal;
- (c) the names of all Service Providers included in the short list, indicating those that submitted Proposals;
- (d) where the selection method requires, the price offered by each Service Provider as read out and as evaluated;
- (e) the overall technical scores and scores assigned for each criterion and sub-criterion to each Service Provider;

the final combined scores and the final ranking of the Service Providers;

22. Standstill Period

22.1 The Contract shall not be signed earlier than the expiry of a Standstill Period of 10 working days to allow any dissatisfied tender to launch a complaint. Where only one Tender is submitted, the Standstill Period shall not apply

22.2 Where a Standstill Period applies, it shall commence when the Procuring Entity has transmitted to each Tenderer the Notification of Intention to Enter in to a Contract with the successful Tenderer.

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SECTION THREE - TENDER DATA SHEET

This Tender Data Sheet shall be read in conjunction with the foregoing “Instructions to Tenderers.”

| Sub-Section | Section Description | Additional Information to the Instruction to Tenderers |
|-------------|---------------------------|---|
| 2.3 | Eligibility Criteria | <p>Tenderers must provide the following valid eligibility Documents.</p> <ol style="list-style-type: none"> Detailed Company profile Certified copy of Trading license Original and Valid Tax Compliance certificate Certified copy of ENPF certificate or equivalent for international consultants Certified copy of labour compliance certificate or equivalent for international Certified Copy of Form J or international equivalent Certified Copy of Form C for companies or international equivalent Police Clearance or affidavit proving that directors of the company have not convicted of any criminal offenses relative to procurement. Certified ID copies for Directors Letters from at least three relevant trade references Signed Declaration of Eligibility |
| 10.1 | Tender Validity | The Tender validity shall not be less than 90 days from the date of deadline for submission |
| 15.1 | Currency | The financial proposal or quotation for this tender shall be in local currency (SZL) Eswatini Lilangeni |
| 18.1 | Tender Submission marking | <p>The email must be marked with: Tender Number: RFP- NDMA 2024/04 CORPORATE TEAM BUILDING FOR THE NATIONAL DISASTER MANAGEMENT AGENCY The zipped attachment with the original must be clearly marked “ORIGINAL” and clearly marked “SEALED TO BE OPENED AT 12:00 NOON”</p> |

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| | | |
|------|----------------------------|--|
| | | <p>The zipped folder should be encrypted. The zipped folder for technical proposal should have a password which is different from the financial proposal password: The password should be sent to procurement through email</p> <ul style="list-style-type: none"> The passwords for technical proposal should be sent to procurement during the technical proposal opening and not earlier than the opening date. The password should be sent to procurement through email at 12:00 Hrs The financial proposal password must be shared by only those consultants who have passed the technical stage, and it must be shared during the opening of the financial proposal, as invited by the procuring entity. <p>The password should be sent to procurement through email at 12:00 Hrs</p> |
| 16.3 | Submission of Tenders | <p>The Proposal or its modifications must be emailed to the address: procurement@ndma.org.sz or hand delivered or couriered to the address:</p> <p><i>The National Disaster Management Agency (NDMA) Head Quarters, 3rd Floor MVA Building Sincephetelo Motor Vehicle Accidents' Fund SMVAF Office Park Mbhilibhi Street, Mbabane.</i></p> <p>Tenders must be delivered by hand and deposited into the Tender Box situated at the above address. Courier, or posted at the bidder's risk and must be received by the deadline specified above. <u>Faxed and late tenders will not be accepted.</u></p> <p>The Tender Box Closing Time is as per the Clock at the Reception Area of the National Disaster Management Agency.</p> <p>The Tender Box is accessible from 08:00 – 16:30 Hours from Monday to Friday</p> |
| 16.4 | Tender Submission Deadline | <p>The last date and time for submissions of Tenders is <u>01st November 2024 at 12:00 hours.</u></p> <p>Submissions received after the closing date and time will not be considered and shall be returned to the Tenderer(s) unopened</p> |

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| | | |
|------|---------------------|--|
| 17.1 | Tender Opening | Tenders will be opened at the NDMA Boardroom, MVA Building, Third Floor, Road, Mbabane, on the <u>01st November 2024 at 12:10 Hours. A virtual meeting link will be shared with tenderers.</u> |
| 18.1 | Evaluation Criteria | The evaluation criteria are detailed in the Evaluation Criteria section 5.0 of the of this RFP document. |
| 19.1 | Award of Contract | The contract to award is detailed in the Contract Award Criteria section 19.1 of this tender document. |

TECHNICAL TENDER SUBMISSION FORMAT

{Location, Date}

To: The Chief Executive Officer
National Disaster Management Agency
PO Box 8909
Mbabane

Dear Sirs:

We, the undersigned, offer to supply the required services for ***[Insert title of assignment]*** in accordance with your Request for Tenders (RFP) dated ***[Insert Date]*** and our Tender. ***[Select appropriate wording depending on the selection method stated in the RFP: "We are hereby submitting our Tender, which includes this Technical Tender and a Financial Tender***

We hereby declare that:

- All the information and statements made in this Tender are true and we accept that any misinterpretation or misrepresentation contained in this Tender may lead to our disqualification by the NDMA.
- Our Tender shall be valid and remain binding upon us for the period of time specified in the instruction to Service Providers section.
- We have no conflict of interest in accordance with this document.
- We meet the eligibility requirements as stated in this document.

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- e. We understand that the prices offered herewith in our tender are for a period of one (01) calendar year.
- f. We, along with any of our sub-Suppliers, sub-contractors, Suppliers, or service providers for any part of the contract, are not subject to, and not controlled by any entity or individual that is subject to, a temporary suspension or a debarment imposed by the Eswatini Public Procurement Regulatory Agency
- g. Our Tender is binding upon us and subject to any modifications resulting from the Contract negotiations.

We undertake, if our Tender is accepted and the Contract is signed, to deliver the product with the required timelines.

We understand that the NDMA is not bound to accept any tender that is received.
We remain,

Yours sincerely,

Signature (of Service Providers authorized representative) {In full and initials}:

Full name: {insert full name of authorized representative}
Title: {insert title/position of authorized representative}
Name of Service Providers (company's name or JV's name):
Capacity: {insert the person's capacity to sign for the Service Providers}
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, in which case the power of attorney to sign on behalf of all members shall be attached}

FINANCIAL TENDER SUBMISSION FORMAT

{Location, Date}

To: The Chief Executive Officer

National Disaster Management Agency

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PO Box 8909
Mbabane

Dear Sirs:

We, the undersigned, offer to supply the required services for [***Insert title of assignment***] in accordance with your Request for Tender dated [***Insert Date***] and our Technical Tender.

Our attached Financial/Quotation is for the various items as specified in your Request for tender invitation document. The Unit prices are inclusive of all taxes and shall be binding to us for a period of one year from the date of submission of this tender

The submission of this Financial Tender is aligned to your format as shown in section 4 of the tender document.

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

We remain,

Yours sincerely,

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

Full name: {insert full name of authorized representative}

Title: {insert title/position of authorized representative}

Name of Service Providers (company's name or JV's name):

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

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/Contractor, in which case the power of attorney to sign on behalf of all members shall be attached

FORM TECH-1

SERVICE PROVIDER'S QUALIFICATION AND EXPERIENCE

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Form TECH-1: a brief description of the Service Provider's qualification and an outline of the recent experience of the Service Provider that is most relevant to the assignment. In the case of a joint venture, information on similar assignments shall be provided for each partner.

A - Service Provider's Qualification

1. Provide here a brief description of the academic background and – in case of a joint venture – of each member for this assignment.
2. Include any professional accreditation for each member/ individuals to be involved in the assignment.

B - Service Provider's Experience

1. List only previous similar assignments successfully completed in the last six [06] years.
2. List only those assignments for which the Service Provider was legally contracted by the Client individually or was one of the joint venture members. The Service Provider should be prepared to substantiate the claimed experience by presenting copies of relevant documents and references if so requested by the NDMA.

| Duration | Assignment name/ & brief description of main deliverables/outputs | Name of Client & Country of Assignment | Approx. Contract value (in US\$ equivalent)/ Amount paid to your firm | Role on the Assignment |
|----------------------------|--|--|---|------------------------------------|
| {e.g., Jan.2009– Apr.2010} | {e.g., "Improvement quality of.....": designed master plan for rationalization of; } | {e.g., Ministry of, country} | {e.g., US\$1 mill/US\$0.5 mill} | {e.g., Lead partner in a JV A&B&C} |
| {e.g., Jan-May 2008} | {e.g., "Support to sub-national government...." : drafted secondary level regulations on.....} | {e.g., municipality of....., country} | {e.g., US\$0.2 mil/US\$0.2 mil} | {e.g., sole Service Provider} |
| | | | | |

FORM TECH-2

DESCRIPTION OF APPROACH, METHODOLOGY, AND WORK PLAN IN RESPONDING TO THE TERMS OF REFERENCE

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Form TECH-2: a description of the approach, methodology and work plan for performing the assignment, including a detailed description of the proposed methodology.

{Suggested structure of your Technical Proposal:

- a) Technical Approach and Methodology
- b) Work Plan
- c) Organization and Staffing}

- a) **Technical Approach and Methodology.** {Please explain your understanding of the objectives of the assignment as outlined in the Terms of Reference (TORs), the technical approach, and the methodology you would adopt for implementing the. Including on the [environmental and] social aspects)" to deliver the expected output(s), and the degree of detail of such output. Please do not repeat/copy the TORs in here.}
- b) **Work Plan.** {Please outline the plan for the implementation of the main activities/tasks of the assignment, their content and duration, phasing and interrelations, milestones (including interim approvals by the Client), and tentative delivery dates of the reports. The proposed work plan should be consistent with the technical approach and methodology, showing your understanding of the TOR and ability to translate them into a feasible working plan. A list of the final documents (including reports) to be delivered as final output(s) should be included here. The work plan should be consistent with the Work Schedule Form.}
- c) **Organization and Staffing.** {Please describe the structure and composition of your team, including the list of the Key Experts, Non-Key Experts and relevant technical and administrative support staff.}

FORM TECH-3

WORK SCHEDULE AND PLANNING FOR DELIVERABLES

| N° | Activities/Deliverable | Day 1 | | | | | | | | | | | |
|-----|------------------------|---------------|--|--|--|--|--|--|--|--|--|--|--|
| | | | | | | | | | | | | | |
| D-1 | | | | | | | | | | | | | |
| D-2 | | | | | | | | | | | | | |
| | | | | | | | | | | | | | |
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| | | | | | | | | | | | | | |
| | | Evening Day 1 | | | | | | | | | | | |
| | | | | | | | | | | | | | |
| | | | | | | | | | | | | | |
| D-4 | | | | | | | | | | | | | |

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- 1 List the deliverables with the breakdown for activities required to produce them and other benchmarks such as the NDMA's approvals. For phased assignments, indicate the activities, delivery of reports, and benchmarks separately for each phase.
- 2 Duration of activities shall be indicated in a form of a bar chart.
3. Include a legend, if necessary, to help read the chart.

FORM TECH-4

CURRICULUM VITAE (CV)

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

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

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

| Period | Employing organization and your title/position. Contact information for references | Country | Summary of activities performed relevant to the Assignment |
|--------|--|---------|--|
| | | | |

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|--------------------------|---|--|--|
| [e.g., May 2005-present] | [e.g., Ministry of, advisor/Service Provider to... For references: Tel...../e-mail.....; Mr. Hbbbbbb, deputy minister] | | |
| | | | |
| | | | |

Membership in Professional Associations and Publications:

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

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Adequacy for the Assignment:

| Detailed Tasks Assigned on Service Provider's Team of Experts: | Reference to Prior Work/Assignments that Best Illustrates Capability to Handle the Assigned Tasks |
|--|---|
| {List all deliverables/tasks in which the Expert will be involved} | |
| | |
| | |

Expert's contact information: (e-mail, phone.....)

Certification:

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

{day/month/year}

Name of Expert
Date

Signature

{day/month/year}

Name of authorized
Date

Signature

Representative of the Service Provider
(the same who signs the Proposal)

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FORM FIN-2 SUMMARY OF COSTS

| Item | Costs |
|---|--|
| | Service Provider to include all cost associated with assignment <i>(Amend fields where required)</i> |
| Cost of the Financial Proposal | |
| Including: | |
| (1) Remuneration | |
| (2) Reimbursable <i>(enlist all costs)</i> | |
| Total Cost of the Financial Proposal: {Should match the amount in Form FIN-1} | |
| (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} | |
| Total Estimate for Indirect Local Tax: | |
| <u>Total Consultancy Costs for the Project:</u> | |

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TENDER ELIGIBILITY DECLARATION

{Location, Date}

To: *[Name and address of Client]*

Dear Sirs:

I/We the directors of the above-mentioned company hereby declare that we are eligible to participate in the above-mentioned Public procurement tender as per section 40 of the Public Procurement Act 2011.

We further declare that we are not Politicians and or Public Officers as described by the Public Procurement Act 2011

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 canceled and the contracts awarded shall be terminated immediately.

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

We remain,

Yours sincerely,

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

Full name: {insert full name of authorized representative}

Title: {insert title/position of authorized representative}

Name of Service Provider (company's name or JV's name):

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

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/Service Provider, in which case the power of attorney to sign on behalf of all members shall be attached}

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SECTION FOUR - CONTRACT TERMS AND CONDITIONS

GENERAL CONDITIONS OF CONTRACT (GCC)

1. DEFINITIONS

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

- a) "The Contract" means the agreement entered into between the Procuring Entity and the Service Provider, as signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
- b) "The Contract Price" means the price payable to the Service Provider under the Contract for the full and proper performance of its contractual obligations.
- c) "The Goods" means all of the equipment, machinery, and/or other materials which the Service Provider is required to supply to the Procuring Entity under the Contract.
- d) "The Services" means those services ancillary to the supply of the Goods, such as transportation and insurance, and any other incidental services, such as installation, commissioning, provision of technical assistance, training, and other such obligations of the Service Provider covered under the Contract.
- e) "The Procuring Entity" means the National Disaster Management Agency, an organization purchasing the Goods.
- f) "The Service Provider" means the individual or firm supplying the Goods and Services under this Contract.

2. APPLICATION

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

3. STANDARDS

3.1 The Services supplied under this Contract shall be new, unused and of the latest design and must conform to the highest standards and, when no applicable standard is mentioned, to the authoritative standards appropriate to the Goods' country of origin. Such standards shall be the latest issued by the concerned institution.

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4. USE OF CONTRACT DOCUMENTS AND INFORMATION

- 4.1 The Service Provider shall not, without the Procuring Entity's prior written consent, disclose the Contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the Procuring Entity in connection therewith, to any person other than a person employed by the Service Provider in the performance of the Contract. Disclosure to any such employed person shall be made in confidence and shall extend only so as may be necessary for purposes of such performance.
- 4.2 The Service Provider shall not, without the Procuring Entity's prior written consent, make use of any document or information enumerated in Clause 4.1 except for purposes of performing the Contract.
- 4.3 Any document, other than the Contract itself, enumerated in Clause 4.1 shall remain the property of the Procuring Entity and shall be returned (in all copies) to the Procuring Entity on completion of the Service Provider's performance under the Contract if so required by the Procuring Entity.

5. PATENT RIGHTS

- 5.1 The Service Provider shall indemnify and hold harmless the Procuring Entity against all third-party claims of infringement of patent, trademark, industrial design, or intellectual property rights arising from use of the Goods or any part thereof.

6. PACKING

- 6.1 The Service Provider shall provide such packing of the Goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the Contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packing case size and weights shall take into consideration, where appropriate, the remoteness of the Goods' final destination and the absence of heavy handling facilities at all points in transit.
- 6.2 The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the Contract, including additional requirements, if any, specified in any subsequent instructions given by the Procuring Entity.

7. SPARE PARTS

- 7.1 As specified in the Special Conditions of Contract, the Service Provider may be required to provide any or all of

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the following materials, notifications, and information pertaining to the spare parts manufactured or distributed by the Service Provider:

- (a) such spare parts, as the Procuring Entity, may elect to purchase from the Service Provider, provided that this election shall not relieve the Service Provider of any warranty obligations under the Contract; and
- (b) in the event of termination of the production of the spare parts:
 - (i) advance notification to the Procuring Entity of the pending termination is done in sufficient time to permit the Procuring Entity to produce needed requirements; and
 - (ii) following such termination, furnishing at no cost to the Procuring Entity, the blueprints, drawings, and specifications of the spare parts, if requested.

8. DELIVERY AND DOCUMENTS

- 8.1 Delivery of the Service shall be made by the Service Provider in accordance with the terms specified in the Schedule of Requirements. The details of shipping and/or other documents to be furnished by the Service Provider shall be specified in the Contract.
- 8.2 For purposes of the Contract, the trade terms used to describe the obligations of the parties shall have the meanings assigned to them by the current edition of Incoterms published by the International Chamber of Commerce, Paris.

9. INSURANCE

- 9.1 The Goods supplied under the Contract shall be fully insured in a freely convertible currency against loss or damage incidental to manufacture or acquisition, transportation, storage, and delivery in the manner specified in the Contract.

10. TRANSPORTATION

- 10.1 Where the Service Provider is required under the Contract to deliver the Goods FCA, transport of the Goods and delivery into the custody of the carrier at the place named by the Procuring Entity or other agreed point shall be arranged and paid for by the Service Provider, and the cost thereof shall be included in the Contract Price.
- 10.2 Where the Service Provider is required under the Contract to deliver the Goods CIP, transport of the Goods to the port of destination or such other named place of destination in Eswatini, as shall be specified in the Contract, shall be arranged and paid for by the Service

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Provider, and the cost thereof shall be included in the Contract Price.

- 10.3 Where the Service Provider is required under the Contract to transport the Goods to a specified place of destination within Eswatini, defined as the Project Site, transport to such place of destination in Eswatini, including insurance and storage, as shall be specified in the Contract, shall be arranged by the Service Provider, and the related costs shall be included in the Contract Price.

11. WARRANTY

- 11.1 The Service Provider warrants that the Goods supplied under the Contract are new, unused, of the most recent or current models and that incorporate all recent improvements in design and materials unless provided otherwise in the Contract. The Service Provider further warrants that all Goods supplied under this Contract shall have no defect, arising from design, materials, or workmanship (except when the design and/or material is required by the Procuring Entity's specifications) or from any act or omission of the Service Provider that may develop under normal use of the supplied Goods in the conditions prevailing in Eswatini.
- 11.2 This warranty shall remain valid for twelve (12) months after the Goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the Contract, or for eighteen (18) months after the date of shipment from the port or place of loading in the source country, whichever period concludes earlier, unless specified otherwise in the Special Conditions of Contract.
- 11.3 The Procuring Entity shall promptly notify the Service Provider in writing of any claims arising under this warranty.
- 11.4 Upon receipt of such notice, the Service Provider shall, within the period specified and with all reasonable speed, repair or replace the defective Goods or parts thereof, without costs to the Procuring Entity.
- 11.5 If the Service Provider, having been notified, fails to remedy the defect(s) within the period specified in the Special Conditions of Contract, the Procuring Entity may proceed to take such remedial action as may be necessary at the Service Provider's risk and expense and without prejudice to any other rights which the Procuring Entity may have against the Service Provider under the Contract.

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- | | |
|--|---|
| 12. PAYMENT | <p>12.1 The method and conditions of payment to be made to the Service Provider under this Contract shall be specified in the Contract document.</p> <p>12.2 The Service Provider's request(s) for payment shall be made to the Procuring Entity in writing, accompanied by an invoice describing, as appropriate, the Goods delivered and Services performed, and upon fulfilment of other obligations stipulated in the Contract.</p> <p>12.3 Payments shall be made promptly by the Procuring Entity, but in no case later than thirty (30) days after submission of an invoice or claim by the Service Provider unless otherwise stated in the Contract.</p> |
| 13. PRICES | <p>13.1 Prices charged by the Service Provider for Goods delivered and Services performed under the Contract shall not vary from the prices quoted by the Service Provider in its tender.</p> <p>13.2 All such prices shall be valid and fixed for a period of one (01) year</p> |
| 14. DELAYS IN THE SERVICE PROVIDER'S PERFORMANCE | <p>14.1 Delivery of the Goods and performance of Services shall be made by the Service Provider in accordance with the time schedule prescribed by the Procuring Entity.</p> <p>14.2 If at any time during the performance of the Contract, the Service Provider or its subcontractor(s) should encounter conditions impeding timely delivery of the Goods and performance of Services, the Service Provider shall promptly notify the Procuring Entity in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the Service Provider's notice, the Procuring Entity shall evaluate the situation and may at its discretion extend the Service Provider's time for performance, with or without liquidated damages, in which case the extension shall be ratified by the parties by amendment of the Contract.</p> <p>14.3 Except as provided under Clause 17, a delay by the Service Provider in the performance of its delivery obligations shall render the Service Provider liable to the imposition of liquidated damages pursuant to Clause 19, unless an extension of time is agreed upon pursuant to Clause 14.2 without the application of liquidated damages.</p> |
| 15. TERMINATION FOR DEFAULT | <p>15.1 The Procuring Entity, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the Service Provider, may terminate this Contract in whole or in part:</p> |

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- a) if the Service Provider fails to deliver any or all of the Goods within the period(s) specified in the Contract, or within any extension thereof granted by the Procuring Entity pursuant to Clause 14.1; or
- b) if the Service Provider fails to perform any other obligation(s) under the Contract.

15.2 In the event the Procuring Entity terminates the Contract in whole or in part, pursuant to Clause 15.1, the Procuring Entity may procure, upon such terms and in such manner as it deems appropriate, Goods or Services similar to those undelivered, and the Service Provider shall be liable to the Procuring Entity for any excess costs for such similar Goods or Services. However, the Service Provider shall continue performance of the Contract to the extent not terminated.

16. LIQUIDATED DAMAGES

16.1 Subject to GCC Clause 15, if the Service Provider fails to deliver any or all of the Goods or fails to perform the Services within the period(s) specified in the Contract, the Procuring Entity shall, without prejudice to its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, a sum equivalent to the percentage specified in the Special Conditions of Contract of the delivered price of the delayed Goods or unperformed Services for each week or part thereof of the delay until the actual delivery or performance, up to a maximum deduction of the percentage specified in the Special Conditions of Contract. Once the maximum is reached, the Procuring Entity may consider termination of the Contract pursuant to GCC Clause 14.

17. FORCE MAJEURE

17.1 Notwithstanding the provisions of Clauses 14, 15 and 16, the Service Provider shall not be liable for liquidated damages or termination for default if and to the extent that its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.

17.2 For purposes of this clause, "Force Majeure" means an event beyond the control of the Service Provider and not involving the Service Provider's fault or negligence and not foreseeable. Such events may include, but are not restricted to, acts of the Procuring Entity in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes.

17.3 If a Force Majeure situation arises, the Service Provider shall promptly notify the Procuring Entity in writing of such

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condition and the cause thereof. Unless otherwise directed by the Procuring Entity in writing, the Service Provider shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

- | | | |
|------------------------------------|------|---|
| 18. APPLICABLE LAW | 18.1 | The Contract shall be interpreted in accordance with the laws and regulations in effect in The Kingdom of Eswatini. |
| 19. TAXES AND DUTIES | 19.1 | The Service Provider shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies incurred or imposed until delivery of the contracted Goods to the Procuring Entity. |
| 20. TERMINATION FOR INSOLVANCY | 20.1 | The Procuring Entity may at any time terminate the contract by giving written notice to the Service Provider if the Service Provider becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the Service Provider, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the Procuring Entity |
| 21. TERMINATION FOR CONVENIENCE | 21.1 | The Procuring Entity, by written notice sent to the Service Provider, may terminate the Contract, in whole or in part, at any time for should it be deemed necessary for its convenience. The notice of termination shall specify that termination is for the Procuring Entity's convenience, the extent to which performance of the Service Provider under the Contract is terminated, and the date upon which such termination becomes effective. |
| | 21.2 | The Goods which are complete and ready for shipment within thirty (30) days after the Service Provider's receipt of notice of termination, shall be accepted by the Procuring Entity at the Contract terms and prices. For the remaining Goods, the Procuring Entity may choose to: <ul style="list-style-type: none"> (a) Have any portion completed and delivered at the Contract terms and prices; and/or (b) Cancel the remainder and pay to the Service Provider an agreed amount for partially completed Goods and Services performed and for materials and parts already procured by the Service Provider for the fulfilment of Contract at that stage |
| 22. RESOLUTION OF DISPUTES | 22.1 | The Procuring Entity and the Service Provider shall make every effort to resolve amicably, by direct informal negotiation any disagreement, disputes, or claim arising |

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out of or in connection with the contract or the breach, termination, or validity thereof.

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

22.3 The arbitrator shall determine the matters in dispute in accordance with the laws of the Kingdom of Eswatini.

22.4 All notices to be given in connection with the arbitration shall be in writing and shall be effective upon receipt.

23. GOVERNING LANGUAGE

23.1 The Contract shall be written in English and this Tender Invitation 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. All correspondence and other documents pertaining to the Contract which are exchanged by the parties shall be written in the same language.

24. PERFORMANCE SECURITY

24.1 Within fourteen (14) days of receipt of the notification of the Contract Award and before the contract signing, the successful Tenderer, otherwise referred herein as Service Provider, shall furnish to the Procuring Entity the Performance Security in the amount and in the format specified in the Special Conditions of Contract.

24.2 The proceeds of the Performance Security shall be used as a recompense for any loss resulting from the Service Provider's failure to complete its obligations under the Contract.

24.3 The Performance Security shall be denominated in the currency of the Contract and shall be in one of the following forms:

(a) a bank guarantee issued by a reputable bank located in the Tenderer's country or abroad, acceptable to the Procuring Entity; or

(b) an insurance company bond from a reputable Insurance Company acceptable to the Procuring Entity

24.4 Once delivery of the requirements has been completed, the Service Provider may apply to have the Performance Security reduced to 1% (one percent) to cover the period of the warranty obligations.

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25. INSPECTION AND TESTS

24.5 The Performance Security will be discharged by the Procuring Entity and returned to the Service Provider not later than thirty (30) days following the date of completion of the Service Provider's performance obligations under the Contract, including any warranty obligations, unless specified otherwise in the Special Conditions of Contract.

25.1 The Procuring Entity's representative shall have the right to inspect and/or test the Goods for conformity with Contract Specifications at no extra cost to the Procuring Entity. The Special Conditions of Contract and the Technical Specifications shall specify the nature of inspection and tests the Procuring Entity requires to and where they are to be conducted. The Procuring Entity shall notify the Service Provider in writing, in a timely manner, of the authorized representative for these purposes.

25.2 The inspections and tests may be conducted on the premises of the Service Provider or Subcontractor's, at point of delivery, and/or at the Goods final destination. If conducted on the premises of Service Provider or its Subcontractor's, all reasonable facilities and assistance, including access to drawings and production data, shall be furnished to the inspectors at no charge to the Procuring Entity.

25.3 Should any inspected or tested Goods fail to conform to the Specifications, the Procuring Entity may reject the Goods, and the Service Provider shall either replace the rejected goods or make the necessary alterations to meet specification requirements at no cost to the Procuring Entity.

25.4 The Procuring Entity's right to inspect, test and, where necessary, reject the Goods after the Goods arrival in the Kingdom of Eswatini shall in no way be limited or waived by reason of the Goods having previously been inspected, tested, and passed by the Procuring Entity or its representative prior to the Goods' shipment from the country of origin. No provision under Clause 7 of the GCC shall in any way release the Service Provider from any warranty or other obligations under this Contract.

26. NOTICES

25.5 Where a sample is furnished by the Service Provider, the Goods shall be equivalent thereto in every respect.

25.1 Any notice given by one party to the other pursuant to this Contract shall be sent to the other party in writing by personal delivery, mail, or e-mail or facsimile and if by e-mail or facsimile, confirmed in writing to the other party's address specified in the Special Conditions of Contract.

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Each party may change such address by notice to the other party;

25.2 A notice shall be effective when delivered or on the notice's effective date, whichever is later.

SECTION FIVE – SPECIAL CONDITIONS OF CONTRACT

| GCC Clause No | GCC Subject | Special Conditions |
|---------------|---|---|
| 1.1 (e) | Name and Address of the Procuring Entity | <u>Procuring Entity:</u> Client Name: National Disaster Management Agency (NDMA) Address : P. O. Box 8909, Mbabane, Eswatini Phone No. : +268 2409 5500 Contact Person: Diana Simelane |
| 8. | Delivery and Documents | |
| 8.1 | Delivery of goods and services | Delivery of the services shall be made by the Service Provider in accordance with the terms specified in the Schedule of Requirements |
| 8.2 | Documentation to be delivered by the Service Provider | Delivery documents are normally: Delivery Notes, job cards and the invoice |
| 9. | Insurance | |
| 9.1 | Insurance | Goods must be fully insured. The Insurance shall be in an amount equal to 110% of the CIP value of the goods from "warehouse" to "warehouse" on All risks basis, including War Risks and Strikes. |
| 12 | Payment | |
| 12.1 | The Method and conditions of payment | Payments shall be made promptly by the Procuring Entity, but in no case later than 30 days after submission of an invoice or claim by the Service Provider accompanied by a letter of satisfactory inspection from the Official at the Delivery Point |
| 16 | Liquidated Damages | |
| 16.1 | Liquidated Damages | Liquidated damages will apply to any delayed portion of the contract and will be a deduction of payment |

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|------|---|--|
| | | equivalent to half of one percent (0.5%) of the delayed portion per week of delay up to a maximum of 10% (Ten Percent) |
| 24 | Performance Security | No performance Security is required |
| 25 | Site Inspection | Will be carried out as stated in section 25 of the Contract Terms and Conditions. |
| 26 | Notices: | |
| 26.1 | Procuring Entity's address for notice purposes: | <i>Will be completed when contract is awarded</i> |
| | Service Providers address for notice purposes: | <i>Will be completed when contract is awarded</i> |

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