

ESWATINI COMMUNICATIONS COMMISSION



OPEN TENDER

REQUEST FOR PROPOSAL

TENDER NUMBER: ESCCOM/SS/002/2019-2020

**TENDER NAME: SKILLS AUDIT & IDENTIFICATION OF HUMAN RESOURCES
REQUIREMENTS IN THE COMMUNICATIONS SECTOR**

COMMERCIAL AND LEGAL COMPLIANCE



Table of Contents

BIDDING STRUCTURE	5
1. INSTRUCTIONS TO BIDDERS.....	7
1.1. PROPOSAL DATA SHEET.....	7
2.1. PROPOSAL SUBMISSION.....	10
2.2. CONFLICTS OF INTEREST.....	10
2.3. CONTENT AND FORMAT	10
2.4. TECHNICAL PROPOSAL	11
2.5. FINANCIAL PROPOSAL	11
2.6. NOTICE OF INTENTION TO AWARD	12
4.1 ELIGIBILITY CRITERIA.....	12
4.2 QUALIFICATION CRITERIA	12
4.3 AWARD CRITERIA	12
a. ACCEPTANCE OR REJECTION OF PROPOSALS	13
b. BIDDER LEGAL RESPONSIBILITY.....	13
c. PERMITS AND LICENSES.....	13
d. DISCLAIMER.....	13
e. CONFIDENTIALITY.....	13
f. AMENDMENT OF BIDDING DOCUMENTS.....	14
g. NEWS RELEASES	14
h. PROPOSAL COSTS.....	14
i. BIDDER RESPONSIBILITY.....	14
j. PRE-PROPOSAL COMMUNICATION	15
k. DISCLOSURE OF PROPOSAL CONTENTS	15
l. EXAMINATION OF RFP DOCUMENTS	15
m. PAYMENT AND TAX APPLICABLE	15
n. DOCUMENTS, DATA AND PROPRIETARY INFORMATION	16
o. WITHDRAWAL, SUBSTITUTION AND MODIFICATIONS	16
GENERAL CONDITIONS OF CONTRACT.....	4
1. GENERAL PROVISIONS	4
1.1 Definitions	4
1.2 Law Governing Contract	5
1.3 Language	5
1.4 Notices	5
1.5 Location	5
1.6 Authority of Member in Charge	5
1.7 Authorized Representatives	5



1.8	Taxes and Duties	5
1.9	Fraud and Corruption.....	5
2.	COMMENCEMENT, COMPLETION, MODIFICATION AND TERMINATION OF CONTRACT	6
2.1	Effectiveness of Contract	6
2.2	Commencement of Services	6
2.3	Expiration of Contract	6
2.4	Modifications or Variations	6
2.5	Force Majeure.....	6
2.6	Termination	7
3.	OBLIGATIONS OF THE CONSULTANT	7
3.1	General.....	7
3.2	Conflict of Interests	8
3.3	Confidentiality	9
3.4	Insurance to be Taken Out by the Consultant.....	9
3.5	Consultant's Actions Requiring Agency's Prior Approval	9
3.6	Reporting Obligations	10
3.7	Documents Prepared by the Consultant to be the Property of the Agency.....	10
4.	CONSULTANT'S PERSONNEL	10
4.1	Description of Personnel	10
4.2	Removal and/or Replacement of Personnel	10
5.	OBLIGATIONS OF THE AGENCY	11
5.1	Assistance.....	11
5.2	Change in the Applicable Law Related to Taxes and Duties	11
6.	PAYMENTS TO THE CONSULTANT	11
6.1	Payment.....	11
6.2	Contract Unit Prices and Reimbursables	11
6.3	Payment for Additional Services	11
6.4	Terms and Conditions of Payment	11
7.	GOOD FAITH	12
7.1	Good Faith	12
8.	SETTLEMENT OF DISPUTES	12
8.1	Amicable Settlement.....	12
8.2	Dispute Resolution.....	12
INTRODUCTION AND OVERVIEW:		14
1.	TECHNICAL SPECIFICATIONS:.....	Error! Bookmark not defined.
2.	FINANCIAL SPECIFICATION:.....	19
3.	STRUCTURE OF THE RFP	19
4.	THE RFP PROCESS	20
PURPOSE OF THE RFP		20
RFP TIMELINE		20
QUESTIONS AND ANSWERS REGARDING THIS RFP		21
RFP EVALUATION CRITERIA		21
RFP EVALUATION OUTCOME.....		21
FORMAT OF RESPONSE		21
PROPOSAL DOCUMENTS.....		22



PRIMARY POINT OF CONTACT.....	22
COST OF TENDERING	22



ESWATINI COMMUNICATIONS COMMISSION

REQUEST FOR PROPOSALS – SKILLS AUDIT & IDENTIFICATION OF HUMAN RESOURCES REQUIREMENTS IN THE COMMUNICATION SECTOR

BIDDING STRUCTURE

THE FOLLOWING PARTICULARS MUST BE FURNISHED (FAILURE TO DO SO SHALL RESULT IN YOUR BID BEING DISQUALIFIED)

BIDDING STRUCTURE

INDICATE THE TYPE OF BIDDING STRUCTURE BY MARKING WITH AN 'X'

Individual Bidder
Joint Venture
Consortium
With Sub-Contractors
Other

IF INDIVIDUAL

Name of Bidder
Registration Number
VAT Registration Number
Contact Person
Telephone Number
E-mail Address
FAX Number
Postal Address
Physical Address

IF JOINT VENTURE OR CONSORTIUM INDICATE THE NAME/S OF THE PARTNERS:

Name of Bidder
Registration Number
VAT Registration Number
Contact Person
Telephone Number
E-mail Address
FAX Number
Postal Address
Physical Address

HAS AN ORIGINAL VALID TAX CLEARENCE CERTIFICATE/S BEEN SUBMITTED OF
CONSORTIUM, JOINT VENTURE AND / OR SUB CONTRACTORS



YES

NO

PLEASE INDICATE THE TYPE OF YOUR COMPANY E.G. PRIVATE COMPANY OR
CLOSED CORPORATION OR OTHER

Indicate the type
of Company

SIGNATURE OF BIDDER:

DATE:

CAPACITY UNDER
WHICH THIS BID IS SIGNED:



1. INSTRUCTIONS TO BIDDERS

1.1. PROPOSAL DATA SHEET

Paragraph Reference	
1.	Definitions
1.1	Name of the Agency: Eswatini Communications Commission (ESCCOM) referred to as “the Commission” Method of selection: Quality and Cost Based Selection (QCBS)
1.2	Name of Assignment: SKILLS AUDIT & IDENTIFICATION OF HUMAN RESOURCES REQUIREMENTS IN THE COMMUNICATION SECTOR
2.	Validity
2.1	Proposals must remain valid for 120 (one hundred and twenty) days after the submission date.
3.	Clarification and Amendment of RFP Documents
3.1	Clarifications may be requested in writing (email only), but not later than 03 December 2019 The address for requesting clarifications is: procurement@esccom.org.sz
4.	Preparation of the Technical Proposal
4.1	As required in Form TECH-1, 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: <ul style="list-style-type: none"> 4.1.1 Company profile or equipment; 4.1.2 A certified copy of certificate of incorporation or equivalent; 4.1.3 Certified copy of a valid Trading Licence, or equivalent for foreign bidders 4.1.4 Original and Valid Tax Compliance certificate; 4.1.5 Labour Compliance Certificate; 4.1.6 Certified Copies of IDs of all Shareholders or Directors 4.1.7 Two (2) letters of reference. 4.1.8 Police clearance for Shareholders or Directors
5.	Preparation of the Financial Proposal
5.1	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. <ul style="list-style-type: none"> FIN-1 Financial Proposal Submission Form FIN-2 Summary of Proposal or Activity Costs



5.2	<p>Taxes: All bidders must take note that a withholding tax of 15% on the gross amount paid shall be levied on payment made to non-Swazi resident companies/bidders in respect of services performed in Swaziland and 10% on Swazi resident companies/contractors unless the company/contractor has a tax exemption certificate from the Commissioner of Taxes (Refer to Income Tax Order No. 21 of 1975 as amended)</p> <p>A further VAT at (15%) shall be levied on the gross amount paid based on the invoice amount of the project.</p> <p>Information on taxes may be obtained from the following: The Commissioner of Taxes P.O. Box 186 Mbabane Eswatini Tel. +268 2406 4050 (contact centre)</p>
6.	<p>Packing and Submission of the Proposal</p>
6.1	<p>The Bidder must submit the original and 5 copies of the Technical Proposal and the original and 5 of the Financial Proposal.</p>
6.2	<p>The proposal shall consist of a Technical Proposal and a Financial Proposal, which shall be in separate sealed envelopes marked;</p> <p style="text-align: center;">TECHNICAL PROPOSAL TENDER NUMBER: ESCCOM/SS/002/2019-2020 TENDER NAME: SKILLS AUDIT & IDENTIFICATION OF HUMAN RESOURCES REQUIREMENTS IN THE COMMUNICATIONS SECTOR NAME OF THE BIDDING COMPANY/ORGANISATION/FIRM</p> <p>And,</p> <p style="text-align: center;">FINANCIAL PROPOSAL TENDER NUMBER: ESCCOM/SS/002/2019-2020 TENDER NAME: SKILLS AUDIT & IDENTIFICATION OF HUMAN RESOURCES REQUIREMENTS IN THE COMMUNICATIONS SECTOR NAME OF THE BIDDING COMPANY/ORGANISATION/FIRM</p> <p>respectively.</p> <p>The two envelopes must be enclosed in a sealed outer envelope, which shall be marked:</p> <p>TENDER NUMBER: ESCCOM/SS/002/2019-2020 TENDER NAME: SKILLS AUDIT & IDENTIFICATION OF HUMAN RESOURCES REQUIREMENTS IN THE COMMUNICATIONS SECTOR Do Not Open before 12:00 hours (Eswatini time) on Friday 06 December 2019</p> <p>and addressed to:</p>



	<p>Chief Executive Eswatini Communications Commission Mbabane Office Park Mbabane Eswatini</p> <p>Failure to mark the envelope clearly and accurately may result in rejection of the application.</p> <p>The Proposal should be deposited in the Tender Box situated at the Eswatini Communications Commission, Mbabane Office Park, MBABANE at the latest by 12:00 hours (Swaziland time) on the 06th December 2019.</p> <p>Late applications will not be considered.</p>																								
7.	Evaluation of the Technical Proposals																								
7.1	<p>Criteria, sub-criteria and point system for the evaluation of Full Technical Proposals are:</p> <table><tr><th>Technical Criteria</th><th>Technical Sub-criteria</th><th>Maximum Points</th></tr><tr><td>Overall Response</td><td><ul style="list-style-type: none">Completeness of responseMeets the requirements and objectives of the project as outlined in the Master DocumentOverall concurrence between RFP requirements and proposal</td><td></td></tr><tr><td colspan="2"></td><td>40</td></tr><tr><td>The Service Provider and Key personnel</td><td><ul style="list-style-type: none">Range and depth of experience with projects of similar nature and magnitude.Client references with written testimonials from 3 organisations/entities with contact details and contact personKey personnel: relevant experience and qualifications</td><td></td></tr><tr><td colspan="2"></td><td>40</td></tr><tr><td>Proposed Methodology and Approach</td><td><ul style="list-style-type: none">Methodologies proposedProject implementation plan clearly outlined. Project management, monitoring and quality assurance process</td><td></td></tr><tr><td colspan="2">Maximum Points</td><td>20</td></tr><tr><td colspan="2">Total Maximum</td><td>100</td></tr></table> <p>The price/cost of each of the technically compliant proposals shall be considered only after evaluation of the above technical criteria.</p>	Technical Criteria	Technical Sub-criteria	Maximum Points	Overall Response	<ul style="list-style-type: none">Completeness of responseMeets the requirements and objectives of the project as outlined in the Master DocumentOverall concurrence between RFP requirements and proposal				40	The Service Provider and Key personnel	<ul style="list-style-type: none">Range and depth of experience with projects of similar nature and magnitude.Client references with written testimonials from 3 organisations/entities with contact details and contact personKey personnel: relevant experience and qualifications				40	Proposed Methodology and Approach	<ul style="list-style-type: none">Methodologies proposedProject implementation plan clearly outlined. Project management, monitoring and quality assurance process		Maximum Points		20	Total Maximum		100
Technical Criteria	Technical Sub-criteria	Maximum Points																							
Overall Response	<ul style="list-style-type: none">Completeness of responseMeets the requirements and objectives of the project as outlined in the Master DocumentOverall concurrence between RFP requirements and proposal																								
		40																							
The Service Provider and Key personnel	<ul style="list-style-type: none">Range and depth of experience with projects of similar nature and magnitude.Client references with written testimonials from 3 organisations/entities with contact details and contact personKey personnel: relevant experience and qualifications																								
		40																							
Proposed Methodology and Approach	<ul style="list-style-type: none">Methodologies proposedProject implementation plan clearly outlined. Project management, monitoring and quality assurance process																								
Maximum Points		20																							
Total Maximum		100																							
7.2	The minimum Technical Score (St) required to pass is: 70 (seventy)																								

8.	Evaluation of the Financial Proposals
8.1	Foreign currency rate will be converted to Lilangeni (SZL) at the official selling rate published by the Central Bank of Swaziland on the day of the latest submission date of the tender. Evaluation will take place in Lilangeni (SZL) only.
9.	Evaluation of Quality Cost Based Proposals
9.1	<p>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.</p> <p>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.</p> <p>The weights given to the Technical and Financial Proposals are:</p> <p style="margin-left: 40px;">T = 0.7 P = 0.3</p>
10.	Negotiations
10.1	Expected address for contract negotiations: Eswatini Communications Commission, Mbabane Office Park, MBABANE.
11.	Commencement of Assignment
11.1	The assignment is expected to commence at a date to be determined after the award and signing of the contract with the preferred bidder.

2. TERMS AND CONDITIONS

2.1. PROPOSAL SUBMISSION

2.1.1. The deadline for the submission of Tenders is 06 December 2019. Proposals submitted after the closing date will not be considered.

2.2. CONFLICTS OF INTEREST

- 2.2.1. Bidders must establish that there is no conflict of interest in responding to this RFP with any of their current assignments within the Kingdom.
- 2.2.2. Non-disclosure of this information may result in the disqualification of the bidder.

2.3. CONTENT AND FORMAT

2.3.1. Proposals shall provide a straightforward, concise description of the bidder's ability to meet the requirements of this RFP.



- 2.3.2. A bidder is allowed to submit one proposal only.
- 2.3.3. Sections of the proposals must be clearly organized and labelled, pages numbered consecutively for ease of review. Proposals must be provided in the same sequence as the RFP requirements. If a requirement is not applicable, or the bidder has no response, that should be clearly stated.
- 2.3.4. References to documentation provided in support of the proposal shall have the appropriate page numbers and references clearly marked. Proposals without the appropriate page numbers and references will be considered to have no appropriate reference material included for that particular question or statement.

2.4. TECHNICAL PROPOSAL

- 2.4.1. This proposal shall include the bidder's full technical aspects of the solution, experience in similar projects, the methodology they would employ to deliver the project and the qualifications and competencies of key staff proposed for the project. All proposals and general contractual and commercial correspondence must be written only in English.
- 2.4.2. The Bidder must observe the following instructions during proposal submission:
 - 2.4.2.1 The copies of the proposal must be labelled and numbered in a sealed package.
 - 2.4.2.2 Company profile or equipment;
 - 2.4.2.3 A certified copy of certificate of incorporation or equivalent;
 - 2.4.2.4 Certified copy of a valid Trading Licence, or equivalent for foreign bidders
 - 2.4.2.5 Original and Valid Tax Compliance certificate;
 - 2.4.2.6 Labour Compliance Certificate;
 - 2.4.2.7 Certified Copies of IDs of all Shareholders or Directors
 - 2.4.2.8 Two (2) letters of reference.
 - 2.4.2.9 Police clearance for Shareholders or Directors

2.5. FINANCIAL PROPOSAL

- 2.5.1. Bidders should address all the issues and requirements in the sequence in which they appear below;
 - 2.5.1.1 All costs must be quoted in the Eswatini Lilangeni (SZL) or the equivalent South African Rand (ZAR).
 - 2.5.1.2 Bidders shall provide the total cost of the proposal (best and final offer) for executing the entire scope of the project.
 - 2.5.1.3 Consultants shall provide an itemized breakdown of the costs, indicating the professional fees and expenses for each activity.

- 2.5.1.4 Proposals should also include all applicable taxes; VAT (15%) and Withholding Tax (15%), each based on the invoice amount of the project.
- 2.5.1.5 The consultant shall provide the level of effort and a firm per diem rate for each proposed resource to carry out the work detailed in the Statement of Work, travel and living expenses being extra. The daily rate is based on 8.0 hours exclusive of meal breaks.
- 2.5.1.6 Consultants shall propose a payment schedule based on successful completion of milestones (as approved by ESCCOM). Payment of invoices submitted shall be within thirty (30) working days of receipt of invoices.
- 2.5.1.7 Proposals should detail any other costs, taxes or duties which may be incurred
- 2.5.1.8 Bidders should provide confirmation that the financial proposal remains valid for 90 days from tender closing date

2.6. NOTICE OF INTENTION TO AWARD

Upon the conclusion of the evaluation of the bid and prior to awarding to contract to the winning bidder, ESCCOM will issue a notice of intention to award, which notice will not constitute a contract award. The notice will be published in local press and in ESCCOM for a period ten (10) days and the notice of intention to award will be sent and published to the ESPPRA website at least 10 days before the contract award.

4. EVALUATION AND METHODOLOGY

4.1 ELIGIBILITY CRITERIA

Only tenders received as specified in Section 1 (Bidding Structure) will be considered;

4.2 QUALIFICATION CRITERIA

Only eligible tenders will qualify to the next stage, provided that all tender documentation has been supplied.

4.3 AWARD CRITERIA

The contract will be awarded from the qualifying tenders on the basis of the most economically advantageous proposal applying the following award criteria:

- 4.3.1 Overall response
- 4.3.2 Technical knowledge and/or Qualifications;
- 4.3.3 Proposed Methodology and understanding of the Assignment;



- 4.3.4 Capacity Skills of the Bidder; and
- 4.3.5 Company Profile and Reputation of the Bidder.

a. ACCEPTANCE OR REJECTION OF PROPOSALS

ESCCOM reserves the right to accept or reject any proposal, a part of proposals or all proposals received as a result of this RFP without any obligation to announce the reason.

b. BIDDER LEGAL RESPONSIBILITY

Bidders must fully comply with RFP's requirements and all rules and regulations of the Kingdom of Eswatini. ESCCOM expects that the bidders have the full knowledge the local legal environment and all rules and regulations hereto. The Bidders shall comply with the laws of the country at all material times. The Bidder shall make itself fully aware of, and shall take account within its proposal the impact of, compliance with all such laws. This agreement shall be governed by and construed in accordance with the laws of the Kingdom of Eswatini.

c. PERMITS AND LICENSES

The Bidder shall be responsible for applying for and obtaining all permits and licenses necessary to provide the services under the Agreement. The Bidder shall satisfy itself as to the procedures and time frames required for such consents and licenses. It is emphasized that the responsibility for identifying and obtaining the consents and licenses rests solely with the Bidder.

d. DISCLAIMER

The information presented in this RFP is furnished solely for the purpose of assisting prospective Bidders in making their own evaluation of the project and does not purport to be all-inclusive or to contain all the information that prospective Bidders may require. Prospective Bidders shall make their own investigations, projections and conclusions and consult their own advisers to verify independently the information contained in this RFP, and to obtain any additional information that they may require, prior to submitting a Proposal. No member of ESCCOM nor their respective advisors and consultants may make any representation or warranty as to the completeness of this RFP nor have they any liability for any representations (express or implied) contained in, or omitted from, this RFP.

e. CONFIDENTIALITY

Bidders shall not, without the prior written consent of the Commission, disclose or make available to any person, other than ESCCOM, or use, directly or indirectly, except for the performance and implementation of the work, any Confidential Information (as herein defined) acquired from an Information Holder (as herein defined) in connection with the performance of this Contract, unless:



- i. The information is known to the Bidder (as evidenced by its written records) prior to obtain the same from an Information Holder and is not otherwise subject to disclosure restrictions on Bidder: or
- ii. The information is in the public domain prior to the time of disclosure by the Bidder: or
- iii. The information is disclosed to the Bidder by a third party who did not receive the same, directly or indirectly, from an Information Holder and who has no obligation of secrecy with respect thereto.

As used herein, the term "Confidential Information" shall mean any information, written or oral, concerning the Project, relating to or consisting of processes, techniques, procedures, designs, drawings, plans, diagrams, specifications, computer programs, systems, expertise, trade secrets and other technical data, project information, policies and contracts, including this Contract. The term "Information Holder" shall mean ESCCOM office, its vendors, contractors and subcontractors of any tier, and any other party dealing with ESCCOM or such authority. It is the responsibility of the consultant to obtain any information from the relevant holder of information.

f. AMENDMENT OF BIDDING DOCUMENTS

Before the deadline for submission of bids, a bidder may modify the bidding documents by issuing addenda.

g. NEWS RELEASES

The Winning Bidder must obtain ESCCOM's consent on any press or news releases prior to their issuance.

h. PROPOSAL COSTS

ESCCOM shall not be liable for any cost or expenses whatsoever incurred by the Bidders in the preparation of their proposals, or attendance of any conferences or meeting related to this RFP.

i. BIDDER RESPONSIBILITY

The Winning Bidder will be responsible for all services in this RFP whether they are provided or performed by the Winning Bidder (Prime Contractor) or subcontractor(s).

Further, ESCCOM will consider the Bidder to be the sole point of contact with regard to contractual matters, including payment of any and all charges resulting from cost of any contract. The Bidder must get ESCCOM's approval for subcontractor(s) and the services they provide before they start the work. The Bidder will be liable and responsible jointly with the subcontractor(s) for all the work they perform, payments, and liabilities of all subcontractor(s).

ESCCOM reserves the right to approve or reject, in writing, any proposed subcontractor at any time.



If ESCCOM rejects any proposed subcontractor in writing, the Bidder must be responsible to assume the proposed subcontractor's responsibilities. The Bidder may propose another subcontractor if it does not jeopardize the effectiveness or efficiency of the Contract. Nothing contained in the RFP or in any definite agreement, statement of work, or contract must create or be construed as creating any contractual relationship between any subcontractor and ESCCOM.

j. PRE-PROPOSAL COMMUNICATION

ESCCOM will answer Bidders' questions, to clarify points in this RFP which may not have been understood. All questions should be in English language and must be emailed to the primary contact no later than the date specified in RFP Master Document. Any answers supplied at the time will be considered unofficial until replied to in writing by the primary contact.

k. DISCLOSURE OF PROPOSAL CONTENTS

Technical and Financial information provided in proposals will be held in confidence, including the Winning Bidder's proposal. The proposal of the Winning Bidder, however, becomes part of any contract entered into and together with all other material submitted with the proposal, becomes the property of ESCCOM. ESCCOM has the right to use any or all ideas presented in any reply to this RFP. Selection or rejection of the proposals does not affect this right.

Bidders must agree to make no other distribution of their proposal beyond that made to ESCCOM. A Bidder who shares information contained in their proposal with any ESCCOM's personnel and/or competing Bidder's personnel will be subject to disqualification.

l. EXAMINATION OF RFP DOCUMENTS

A bidder shall be solely responsible for examining, with appropriate care, the RFP Document, including any addenda issued during the bidding period, and for any information itself with respect to any conditions that may affect in any way the amount or nature of Bidder's proposal, or the performance of the work in the event Bidder is a Winning Contractor. Failure of Bidder to so examine and inform itself concerning all aspects of the RFP shall be at its sole risk and ESCCOM will give no relief for error or omission.

m. PAYMENT AND TAX APPLICABLE

i. Payments

The Contract cost and payment schedule shall be in line with the terms and conditions to be discussed and agreed on by the parties upon the award of the Tender to the successful Bidder. The Bidder is however required to include a payment plan in its proposal for the consideration and assessment of the Commission.

ii. Tax Applicable

Withholding Tax and Value added Tax



Where, under the provisions of any laws, regulations or directives for the time being in force in Eswatini, The Purchaser (ESCCOM) is required to deduct any amount, whether as tax or howsoever called, the Purchaser shall without further assurance to the Bidder deduct the specified amount or rate from the amount payable to the Seller.

ESCCOM shall pay over or deal with any amount so deducted in accordance with the provisions of the relevant laws or regulations providing for the deductions. In particular, a government withholding tax and VAT applies to this contract and ESCCOM has a duty to deduct such tax and any other amounts required by law at the point of payment from any amount payable to the Seller.

Specifically, the contract price to be quoted by the Bidder for the project is required to include Withholding tax at the rate of 15% and VAT at the rate of 15% respectively.

n. DOCUMENTS, DATA AND PROPRIETARY INFORMATION

All materials and documents prepared or developed by the Bidder or its employees, representatives or subcontractors in connection with the performance of work, including all manuals, data, software programs, designs, drawings, plans, specifications, reports, calculations, summaries, maps, models and samples, shall become the property of ESCCOM when prepared. Bidder and its subcontractors shall not use such materials and documents for any purpose other than the performance of the work without the ESCCOM's prior written approval. Such materials and documents, together with any materials and documents furnished to Bidder or its subcontractors by ESCCOM upon completion of the work and before final payment is made to Bidder.

o. WITHDRAWAL, SUBSTITUTION AND MODIFICATIONS

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

5. BID OPENING

The ESCCOM Tender Board will open the bids, in the presence of the bidders' representatives who choose to attend at the time and in the place specified in the tender advertisement. The presence or absence of bid security documents defining the constitution or legal status (e.g.



valid trading license/, tax compliance certificate etc.) will be announced by the Commission at the opening. ESCCOM will prepare a record of the opening.

6. SUSPENSION

ESCCOM may, for any reason whatsoever, at its sole option, suspend at any time and from time to time the performance of all or any portion of the work by giving written notice to Contractor specifying the part or parts of the work to be suspended and the effective date of suspension and shall continue to prosecute and perform the unsuspended part of the work.

7. PROJECT ADMINISTRATION

The Winning Bidder shall follow internationally recognized practices for provision of these services. For each of the items below, Winning Bidders must describe, in their proposals, their approach to the provision of the services:

- i. Describe the roles and responsibilities of each team member employed by the bidder to provide the required services to ESCCOM,
- ii. Describe in detail the provision of the services, all processes and procedures involved,
- iii. Describe all tools, materials and chemicals to be used in providing the required services,
- iv. Describe procedures on progress-communication with ESCCOM project manager.



8. FORM TECH-1: BIDDER'S ORGANIZATION EXPERIENCE

The Technical Proposal must include the following documents:

- 2.4.2.1 The proposal must be accompanied by an official cover letter on the bidder's letterhead, stamped and signed by the bidder's authorized officer, where it will be binding to the provisions of this RFP.
- 2.4.2.2 Attach a copy of a valid company registration document from the Commercial Register and Registration Chamber of Commerce,
- 2.4.2.3 Company profile or equipment;
- 2.4.2.4 A certified copy of certificate of incorporation or equivalent;
- 2.4.2.5 Certified copy of a valid Trading Licence, or equivalent for foreign bidders
- 2.4.2.6 Original and Valid Tax Compliance certificate;
- 2.4.2.7 Labour Compliance Certificate;
- 2.4.2.8 Certified Copies of IDs of all Shareholders or Directors
- 2.4.2.9 Two (2) letters of reference.
- 2.4.2.10 Police clearance for Shareholders or Directors

[>>Firm's Name and Stamp: _____>>]



9. FORM TECH-2: DECLARATION OF ELIGIBILITY

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

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

To: The Chief Executive, Eswatini Communications Commission, Mbabane Office Park P.O. Box 7811, Mbabane

Dear Sirs,

Re Tender Reference: ESCCOM/SS/002/2019-2020

We hereby declare that: -

- (a) We, including any joint venture partners or consortium partners, are a legal entity and have the legal capacity to enter into the contract;
- (b) We are not insolvent, in receivership, bankrupt or being wound up, our affairs are not being administered by a court or a judicial officer, our business activities have not been suspended, and we are not the subject of legal proceedings for any of the foregoing;
- (c) We have fulfilled our obligations to pay taxes and social security contributions;
- (d) We have not, and our directors or officers have not, been convicted of any criminal offence related to our/their professional conduct or the making of false statements or misrepresentations as to their qualifications to enter into a contract within a period of five years preceding the commencement of the procurement proceedings;
- (e) We do not have a **conflict of interest** in relation to the procurement requirement;
- (f) I/We have not been convicted of any criminal offence relating to professional conduct or the making of false statements or misrepresentations as to its qualifications to enter into a procurement contract within a period of five years preceding the commencement of procurement proceedings;
- (g) I/We are not subject to suspension in accordance with Section 55, and none of our directors or officers face endorsement or have already been endorsed on the Register for Tender Defaulters in accordance with the Prevention of Corruption Act, 2006.



Signed

Authorized Representative

Date



10. FORM FIN-1: FINANCIAL PROPOSAL SUBMISSION FORM

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

[>>>Location>>>]

[>>>Date>>>]

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

To: The Chief Executive, Eswatini Communications Commission Mbabane Office Park, P.O. Box 7811, Mbabane

Dear Sirs:

We, the undersigned, declare that:

We offer to provide the services for [>>insert a brief description of the Services>>] in conformity with your Request for Proposals and our technical and financial proposals;

- (a) The schedule of prices of our proposal is attached.
- (b) Our proposal shall be valid for a period of [>>specify the number of calendar days>>] days from the date fixed for the proposal submission deadline in accordance with the Request for Proposals, and it shall remain binding upon us, subject to any modifications resulting from negotiations, and may be accepted at any time before the expiration of that period;
- (c) We understand that you are not bound to accept any proposal that you receive;

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

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

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

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

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



11. FORM FIN-2: SUMMARY OF PROPOSAL OR ACTIVITY COST

[Note to Service Provider: Service Provider may reproduce this form in landscape format with additional columns, rows or fields]

Cost item	Cost (SZL)	Cost (other currency) (if applicable)	Cost (other currency) (if applicable)
Fees (provide detailed rates and descriptions)			
Reimbursable costs (provide detailed rates and descriptions)			
Local taxes (provide detailed rates and descriptions)			
Total			

[The above table may be expanded to include more categories and types of relevant data and information as appropriate]

GENERAL CONDITIONS OF CONTRACT

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 Agency 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 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 Agency 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 Appendix A 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 Law.
- 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.
- 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 Appendix A hereto and, where the location of a particular task is not so specified, at such locations, whether in Eswatini or elsewhere, as the Agency 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 Agency under this Contract, including without limitation the receiving of instructions and payments from the Agency.
- 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 Agency 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.
- 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**
- 2.5.1 Definition** For the purposes of this Contract, "Force Majeure" means an event which is beyond the reasonable control of a Party 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.
- 2.5.2 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.

2.5.3 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.

2.5.4 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

2.6.1 By the Agency The Agency 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 Agency shall give not less than thirty (30) days' written notice of termination to the Consultant, and sixty (60) days' in the case of the event referred to in (e).

- (a) If the Consultant does not remedy a failure in the performance of their obligations under the Contract, within thirty (30) days after being notified or within any further period as the Agency may have subsequently approved in writing.
- (b) If the Consultant becomes insolvent or bankrupt.
- (c) If the Consultant, in the judgment of the Agency 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 Agency, 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.

3. OBLIGATIONS OF THE CONSULTANT

3.1 General



2.6.2 By the Consultant The Consultants may terminate this Contract, by not less than thirty (30) days' written notice to the Agency, 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 Agency 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 Agency 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 Agency 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.

3.1.1 Standard of Performance 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 Agency, and shall at all times support and safeguard the Agency's legitimate interests in any dealings with Sub-Consultants or third Parties.

3.2 Conflict of Interests The Consultant shall hold the Agency'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 Agency, 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 Agency, insurance against the risks, and for the coverage, as shall be specified in the SCC; and (b) at the Agency's request, shall provide evidence to the Agency showing that such insurance has been taken out and maintained and that the current premiums have been paid.
- 3.5 Consultant's Actions Requiring Agency's Prior Approval** The Consultant shall obtain the Agency'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 Appendix C, and
 - (c) Any other action that may be specified in the SCC.
- 3.6 Reporting Obligations**
 - (a) The Consultant shall submit to the Agency the reports and documents specified in Appendix B hereto, in the form, in the numbers and within the time periods set forth in the said Appendix.
- 3.7 Documents Prepared by the Consultant to be the Property of the Agency**
 - (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 Agency, and the Consultant shall, not later than upon termination or expiration of this Contract, deliver all such documents to the Agency, 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 Appendix C. The Key Personnel and Sub-Consultants listed by title as well as by name in Appendix C are hereby approved by the Agency.
- 4.2 Removal and/or Replacement of Personnel**
 - (a) Except as the Agency 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 Agency 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 Agency's written request specifying the grounds thereof, provide as a replacement a person with qualifications and experience acceptable to the Agency.



- (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 AGENCY

- 5.1 Assistance** The Agency 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 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 Payment** Payments under this unit price contract shall be for the actual services performed, using fixed unit prices for different items specified in the Services described in Appendix A. Payment shall be based on agreed fee rates for nominated personnel and certain type or grade of personnel and reimbursable items, such as transportation and subsistence, using either actual expenses or the agreed unit prices.
- 6.2 Contract Unit Prices and Reimbursables** (a) The unit prices and reimbursables payable in foreign currency/currencies is set forth in the SCC.
(b) The unit price and reimbursables payable in local currency is set forth in the SCC.
- 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 Appendices D and E.
- 6.4 Terms and Conditions of Payment** Payments will be made to the account of the Consultant and according to the payment schedule stated in the SCC. Unless otherwise stated in the SCC, the first payment shall be made against the provision by the Consultant of an advance payment guarantee for the same amount, and shall be valid for the period stated in the SCC. Such guarantee shall be in the form set forth in Appendix G hereto, or in such other form, as the Agency shall have approved in writing. Any other payment shall be made after the conditions listed in the SCC for such payment have been met, and the Consultant has submitted an invoice to the Agency specifying the amount due.



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 realization 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.
- 8.2 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.

ESWATINI COMMUNICATIONS COMMISSION



REQUEST FOR PROPOSAL

TENDER NUMBER: ESCCOM/SS/002/2019-2020

**TENDER NAME: SKILLS AUDIT & IDENTIFICATION OF HUMAN RESOURCES
REQUIREMENTS IN THE COMMUNICATIONS SECTOR**

MASTER DOCUMENT

INTRODUCTION AND OVERVIEW:

1. INTRODUCTION

Prospective Service Providers are invited to submit a bid to perform a skills audit and identification of human resources requirements for ESCCOM and the entire ICT sector in the Kingdom of Eswatini.

2. BACKGROUND

The Eswatini Communications Commission (“the Commission”) is the regulatory body for the communications sector in Eswatini encompassing Telecommunications, Broadcasting and Postal Services, Data Protection in electronic transactions and the management of the radio frequency spectrum resources.

The Swaziland Communications Act of 2013, states that the Commission shall:

Section 6 (i)	Promote efficient management and human resources development within the communications industry
Section 7 (i)	establish the minimum qualifications to be possessed by any person who is engaged or employed in any activity regulated by the Commission.
Section 8 ©	Collaborate with educational and research institutions in order to promote knowledge and understanding in the various fields of communications.

The Commission, towards the implementation of the 2018 – 2022 Strategy, has initiated a project to:

- A. perform a skills audit, and
- B. Identify human resources requirements for the ICT sector in the Kingdom of Eswatini.

SKILLS AUDIT

The Commission requires services of a consulting firm to develop a competency framework. This is geared to establish a framework that enables the Commission to develop talent and facilitate the building of professional competencies and capabilities of its human Capital.

It will serve as basis for decision making in a number of areas including, but not limited to:

- i. Deliberate upgrading of employees' professional knowledge, technical skills along different stages of their career;
- ii. Provide a benchmark against which individuals can be evaluated for recruitment and selection, performance management and succession planning;
- iii. Identify gaps between present skill and future skills set required; and
- iv. Determine the right structure and appropriate staffing levels.

HUMAN RESOURCES REQUIREMENTS IN THE ICT SECTOR

The Commission also seeks to carry-out the following mandate as stipulated in the Swaziland Communications Commission Act of 2013:

Section 6 (i)	Promote efficient management and human resources development within the communications industry
Section 7 (i)	establish the minimum qualifications to be possessed by any person who is engaged or employed in any activity regulated by the Commission.
Section 8 ©	Collaborate with educational and research institutions in order to promote knowledge and understanding in the various fields of communications.

This will assist to build the information bank that shall inform the Commission about the quality/standards of skills and knowledge the ICT sector requires as well as the type of skills and knowledge that currently exists.

This study will serve as a guide that stipulates standardized skills mix, related knowledge and attributes to produce a job/task to set generally accepted standards of performance and help the players in the ICT sector to operate effectively.

3. TERMS OF REFERENCE: APPOINTMENT OF A SERVICE PROVIDER TO CONDUCT A SKILLS AUDIT AND IDENTIFICATION OF HUMAN RESOURCES REQUIREMENTS FOR ESCCOM AND THE ICT SECTOR IN THE KINGDOM OF ESWATINI.

In fulfillment of its 5-year strategy, The ESCCOM through this project seeks to:

- i. Look into the organizational and national capability to deliver national ICT strategic objectives;
- ii. The development of a Human Resources (HR) Competency Model for the ICT sector that can be used in a variety of human resource contexts, including review of the appropriateness of organizational structure, job design, staff growth issues in respect to the career path, staffing levels and staff placements, performance management as well as learning and development. The outcomes of the model shall be shared with the relevant stakeholders to influence their strategic direction in as far as ICT is concerned e.g. Tertiary Institutions and Government Ministries;
- iii. The competency framework will define the ICT Sector's core, technical, functional competencies as well as supportive behavioral indicators required for each. The competency framework will also redefine the corporate job families in the sector and map each role into its specific job family and grade;
- iv. Analysis of the internal and external environment and provide proactive people-related business solutions;
- v. Conduct a skills audit for the organization and the entire national ICT sector. This will provide the Commission with adequate information in relation to each employee's competency profile and hence inform the decision makers on an appropriate and comprehensive skills development plan and other related measures to bridge identified gap;

4. SCOPE OF WORK AND EXPECTED DELIVERABLES

The scope of work covers an end to end Organisational Development exercise which includes but is not limited to the following:

A. SKILLS AUDIT

- i. Conducting a Skills Audit;
- ii. Human Resources Competency Framework;
- iii. Develop Personal Development Plans for ESCCOM Employees;
- iv. Preparation of an HR action plan to implement the recommendations.

B. HUMAN RESOURCES REQUIREMENTS IN THE ICT SECTOR

- i. Analysis of organizational and national capability to deliver national ICT strategic objectives;
- ii. Establish the minimum qualifications to be possessed by any person who is engaged or employed in any activity regulated by the Commission;
- iii. Development of a HR Information Tool to enable the analysis of the data collected.

Outputs	Time frame for Delivery
Inception Report to include inter alia the detailed proposed methodology and a Work Implementation Plan	Within one (1) week of contract signature
First Progress Report The Skills Audit Report to include: <ul style="list-style-type: none"> • Data from survey among employees on the human resource shortages and available skills at ESCCOM; • Skills gap report; 	Within four (4) weeks of contract signature
Second Progress Report The Human Resources Requirements in the ICT Sector to include: <ul style="list-style-type: none"> • Data from survey among employers and concerned national institutions about the human resource shortages and available skills in the kingdom; • Skills gap report; • Design of an appropriate ICT Human Resources Information System (HRIS). • Analysis of existing labour market needs 	Within eight (8) weeks of contract signature
Third Progress Report <ul style="list-style-type: none"> • Internal rationalisation • External rationalisation 	Within ten (10) weeks of contract signature
Draft Final Report to include: <ul style="list-style-type: none"> • Recommendations • HR Competency Framework • Skills Audit Report (both for ESCCOM and ICT Space) 	Within twelve (12) weeks of contract signature

<ul style="list-style-type: none"> • Proposal for maintenance of ICT human resources market information system (HRIS). • Individual development plans • Workplace skills plan • Capacity Building 	
Power Point presentations to EXCO	Within twelve (12) weeks of contract signature
Final Report incorporating feedback from EXCO Management	Within thirteen (13) weeks of contract signature

5. THE PROJECT TEAM

- 5.1. The project team shall have at least 5 – 10 years of prior work experience in similar or related assignments with focus on skills and talent development of ICT Service Providers and Regulators including job redesign, performance management, succession planning and entire scope of human capital management at international and regional levels;
- 5.2. At least 10-15 years of having conducted a competency framework and skills audit for organizations and specifically the ICT sector;
- 5.3. Demonstrated knowledge and experience in conducting capacity building needs assessment with implementable solutions;
- 5.4. Demonstrated knowledge and experience in undertaking research especially in the area of human resources management;
- 5.5. The Service Provider shall propose and include into his technical team other staff he deems necessary for execution of the project;
- 5.6. Full CV's of the implementation team must be included in the proposal and these will be taken into account during tender evaluation;
- 5.7. It is the responsibility of the service provider to obtain any information from the relevant authorities in the Commission regarding this project;
- 5.8. Preference will be given to the firm that has carried out similar assignments in the past;
- 5.9. Demonstrated experiences and interpersonal and communications skills in facilitating stakeholder/working group consultations including a proven record of accomplishment of written, analytical, presentation and excellent reporting skills;

6. EXPERTISE

6.1. Eligible Consultants should have the following qualifications:

- 6.1.1. A minimum of Masters' Degree in Organizational Development; Development Finance, ICT, Business Administration, HR Management or any other specialization related to the assignment.
- 6.1.2. Experience in organisational review and/or design would be an asset.
- 6.1.3. Ability to manage assignments effectively – consistently ensuring timeliness and quality of work with minimum supervision.
- 6.1.4. Relevant regional and international experience will be an added advantage.

6.2. There has to be a list of at least three (3) references in the relevant field.

7. PROJECT SCHEDULE AND METHODOLOGY

- 7.1. It is required that the project be completed within twelve (12) weeks from the start date. The Service Provider shall also provide a detailed Gantt chart indicating the schedule of activities, key milestones and deadline dates.
- 7.2. The Service Provider shall provide a detailed work plan, explaining the proposed approach and methodology for the execution of the project. It should also include a detailed plan indicating how each staff member will be deployed to execute each task of the project over the duration of the project.

8. REPORT PRESENTATION

- 8.1. Reports shall be submitted in a digital format as PDF and Word. The Commission places great importance on timely submission of reports and expect that the final report will be presented by the due date. The Final Report shall be accompanied by a computer Digital copy bearing the report in PDF format

9. FINANCIAL SPECIFICATION:

Financial evaluation contributes 30%

10. STRUCTURE OF THE RFP

The RFP is broken into two (2) documents as listed in Table 1. It consists of the Master document and the RFP Commercial and legal compliance document.



Table 1: Contents of the RFP

Title	Description
Master Document	Document contains general information and overall requirements of the RFP
Commercial and legal compliance	Document contains the commercial and legal requirements of the RFP

11. THE RFP PROCESS

PURPOSE OF THE RFP

Through this RFP process, the Commission aims:

- To evaluate the bidders' technical solutions and commercial solutions together with services.
- To evaluate the benefits and disadvantages of each bidder's offering.
- After evaluation of the bidders' proposals, award a contract to the winning bidder for the execution of the project as outlined in PART I – Description of requirements.

ESCCOM may contact bidders for any clarification needed to ensure that the Commission understands the proposed solutions and also give the bidder an opportunity to clarify any outstanding points.

RFP TIMELINE

ESCCOM aims to conclude the RFP phase of procurement by October 2019, and all stages are summarized in Table 2

Table 2: Draft Schedule of events in procurement cycle

	Event	Required By
2.	RFP issue date	08 November 2019
3.	Bidders Questions: - Bidders may submit questions by email to the specified primary contact	08 November to 03 December 2019
4.	Response to bidder questions: - ESCCOM will provide responses to all bidders' questions	08 November to 03 December 2019
5.	Submission of Bids: - Bidders submit their bids. All bids must be submitted by 12 noon on the specified date	06 December 2019
6.	Contract award	January 2020

QUESTIONS AND ANSWERS REGARDING THIS RFP

Bidders should ask any questions in writing to the primary point of contact by the dates shown in Table 2. Responses to these questions will be circulated to all bidders who have participated in this RFP.

RFP EVALUATION CRITERIA

The Commission will evaluate proposals based on the RFP provision to determine which best meets and satisfies its requirements. Proposals will be evaluated on a basis of a unified selection criteria and weighting techniques. The technical proposal will carry 70% of the weighting and the financial proposal will carry 30%.

The highest scoring bidder who has also complied to the terms established in the Commercial and legal requirements document shall be awarded the contract.

RFP EVALUATION OUTCOME

Upon completion of the review process, the Commission will update the outcome to bidders who have submitted responses. It is the Commission's intention to award the contract by a date to be determined by the Commission.

FORMAT OF RESPONSE

It is important that in their response, the bidder must address all areas covered in PART I Description of requirements in this document. The proposals shall provide a



straightforward, concise description of the bidder's ability to meet the requirements of this RFP.

All bid pages must be signed and stamped including all attachments submitted by the bidder in support of the proposal. The proposal must be submitted in official papers of the bidder and must be signed by the Authorized signatory.

PROPOSAL DOCUMENTS

The proposal must be submitted in a sealed envelope, which must be clearly marked, "SKILLS AUDIT & IDENTIFICATION OF HUMAN RESOURCES REQUIREMENTS IN THE COMMUNICATIONS SECTOR".

PRIMARY POINT OF CONTACT

Bidders shall note that during the period from receipt of the RFP until the completion of the evaluation as indicated to the bidders by the ESCCOM, all queries shall be communicated via the contact below, no direct contact shall be made with any known member of the evaluation team.

The Procurement Office
Eswatini Communications Commission
4th Floor, Mbabane Office Park
Mhlambanyatsi Road
Mbabane, Eswatini

Clarifications may be requested in writing (email only), but not later than **03 December 2019**. The address for requesting clarifications is: procurement@esccom.org.sz

The closing date for submission of proposals is 06 December 2019 at 12:00hrs.

COST OF TENDERING

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

