

**ESWATINI COMMUNICATIONS COMMISSION**



**OPEN TENDER**

**REQUEST FOR PROPOSAL**

**TENDER NUMBER: ESCCOM/TS/001/2021-2022**  
**TENDER NAME: BROADCAST MANAGEMENT SYSTEM**

**COMMERCIAL AND LEGAL COMPLIANCE**



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**ESWATINI COMMUNICATIONS COMMISSION**

**REQUEST FOR PROPOSALS – BROADCAST MANAGEMENT SYSTEM**

**BIDDING STRUCTURE**

THE FOLLOWING PARTICULARS MUST BE FURNISHED

**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 COMPLIANCE CERTIFICATE/S BEEN  
SUBMITTED OF CONSORTIUM, JOINT VENTURE AND / OR SUBCONTRACTORS

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	
<b>1.</b>	<b>Definitions</b>
1.1	Name of the Commission: <b>Eswatini Communications Commission (ESCCOM)</b> referred to as “the Commission” Method of selection: <b>Quality and Cost Based Selection (QCBS)</b>
1.2	Name of Assignment: <b>BROADCAST MANAGEMENT SYSTEM</b>
<b>2.</b>	<b>Validity</b>
2.1	Proposals must remain valid for 90 (ninety) days after the submission date.
<b>3.</b>	<b>Clarification and Amendment of RFP Documents</b>
3.1	Clarifications may be requested in writing (email only), but no later than 23 JULY 2021 The address for requesting clarifications is: <a href="mailto:procurement@esccom.org.sz">procurement@esccom.org.sz</a>
<b>4.</b>	<b>Preparation of the Technical Proposal</b>
4.1	As required in the Evaluation Criteria, Section 7, the following documents shall be included as Appendices to the Technical Proposal. <ul style="list-style-type: none"><li>4.1.1 Declaration of Eligibility</li><li>4.1.2 Certified copy of Certificate of Incorporation or equivalent</li><li>4.1.3 Certified copy of Form J and Form C or company ownership documents</li><li>4.1.4 Company Profile with CVs of Key Personal</li><li>4.1.5 Certified Copy of Valid Labour Compliance Certificate or equivalent</li><li>4.1.6 Original Valid Tax Compliance Certificate or equivalent</li><li>4.1.7 Certified Copy of Valid Trading License or equivalent</li><li>4.1.8 Police clearance for at least two (2) Company Directors (valid for six (6) Months)</li><li>4.1.9 Recent Client references with written testimonials from three (3) entities</li><li>4.1.10 Confirmation letter from OEM, or software developer</li></ul> <p><b>Note: For foreign companies, preference shall be given to companies who undertake to enter into business (Joint Venture, Consortium, Associations or any type of Partnerships) with or sub-contract portions of the work to 100% Eswatini-owned companies. Foreign-owned companies shall be required to sub-contract up to 30% of the contract to Eswatini-owned companies.</b></p>



<b>5.</b>	<b>Preparation of the Financial Proposal</b>
5.1	<p>Taxes:</p> <p>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 (Refer to Income Tax Order No. 21 of 1975 as amended)</p> <p>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:  <b>The Commissioner of Taxes</b>  <b>P.O. Box 186 Mbabane</b>  <b>Eswatini</b>  <b>Tel. +268 2406 4050 (contact centre)</b></p>
<b>6.</b>	<b>Packing and Submission of the Proposal</b>
6.1	The Bidder must submit the <b>original</b> and <b>5 copies</b> of the Technical Proposal and the <b>original</b> and <b>5 copies</b> of the Financial Proposal.
6.2	<p>The proposal shall consist of a Technical Proposal and a Financial Proposal, which shall be in <b>SEPARATE SEALED ENVELOPES</b> marked;</p> <p style="text-align: center;"><b>TECHNICAL PROPOSAL</b>  <b>TENDER NUMBER: ESCCOM/TS/001/2021-2022</b>  <b>TENDER NAME: BROADCAST MANAGEMENT SYSTEM</b>    <b>NAME OF THE BIDDING COMPANY/ORGANISATION/FIRM</b></p> <p>And,</p> <p style="text-align: center;"><b>FINANCIAL PROPOSAL</b>  <b>TENDER NUMBER: ESCCOM/TS/001/2021-2022</b>  <b>TENDER NAME: BROADCAST MANAGEMENT SYSTEM</b>    <b>NAME OF THE BIDDING COMPANY/ORGANISATION/FIRM</b></p> <p>Respectively.</p> <p>The two envelopes must be enclosed in a sealed outer envelope, which shall be marked:</p> <p style="text-align: center;"><b>TENDER NUMBER: ESCCOM/TS/001/2021-2022</b>  <b>TENDER NAME: BROADCAST MANAGEMENT SYSTEM</b></p> <p><b>Do Not Open before 12:00 hours (CAT) on 6<sup>th</sup> AUGUST 2021</b></p> <p>and addressed to:</p>





**The Tender Board  
Eswatini Communications Commission  
Mbabane Office Park  
Mbabane  
Eswatini**

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

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 (CAT) on the 6<sup>TH</sup> AUGUST 2021**

Late applications will not be considered.

## **7. Evaluation of the Technical Proposals**

**7.1** Tenders shall be evaluated using, but not limited to the following tender evaluation criteria:  
There are six components in the tender evaluation process, five of which are non-financial and the last one being financial. These are set out below:

Technical Criteria	Technical Sub-criteria	Maximum Points
<b>Overall Response</b>	<ul style="list-style-type: none"> <li>• Completeness of response</li> <li>• Meets the requirements and objectives of the project as outlined in the Master Document</li> <li>• Meets the specification as outlined in the master document</li> <li>• Architecture and design of system clearly shown</li> <li>• Overall concurrence between RFP requirements and proposal</li> <li>• Methodologies proposed</li> </ul>	<b>65</b>
<b>The Service Provider and Key personnel</b>	<ul style="list-style-type: none"> <li>• Range and depth of experience with projects of similar nature and magnitude.</li> <li>• Client references <b>within the last three years</b> with written testimonials from 3 organizations/entities with contact details and contact person</li> <li>• Key personnel: relevant experience and qualifications</li> </ul>	<b>10</b>
<b>Proposed Methodology</b>	<ul style="list-style-type: none"> <li>• Project implementation plan clearly outlined</li> </ul>	<b>10</b>



	<b>and Approach</b>	<ul style="list-style-type: none"> <li>Project management, monitoring and quality assurance process</li> </ul>	
	<b>Swati Business Promotion</b>	<ul style="list-style-type: none"> <li>Extent to which the Tenderer will encourage the impartation of technical and business skills to Swati citizens</li> </ul>	<b>15</b>
	<b>Total Maximum</b>		<b>100</b>
7.2	<p>Criteria, sub-criteria and point system for the evaluation of Full Technical Proposals are: The price/cost of each of the technically compliant proposals shall be considered only after the evaluation of the above technical criteria.</p>		
7.3	<p>A tender which obtains less than 70% of the total points allocated to Criterion 1 to 5 (Responsiveness of Tender Assessment, Resources and Capability Assessment, Technical Assessment, Risk Assessment, and Promotion of Swazi Business) shall be deemed to be non-responsive and eliminated from further evaluation. The minimum Technical Score (St) required to pass is: <b>70 (seventy)</b></p>		
<b>8.</b>	<b>Evaluation of the Financial Proposals</b>		
8.1	<p>Foreign currency rate will be converted to Lilangeni (SZL) at the official selling rate published by the Central Bank of Eswatini on the day of the latest submission date of the tender. Evaluation will take place in Lilangeni (SZL) only.</p>		
<b>9.</b>	<b>Evaluation of Quality Cost Based Proposals</b>		
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: <math>Sf = 100 \times Fm / F</math>, 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: <math>S = St \times T\% + Sf \times P\%</math>. 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:  T = <b>0.7</b>  P = <b>0.3</b></p>		
<b>10.</b>	<b>Negotiations</b>		



10.1	Expected address for contract negotiations: <b>Eswatini Communications Commission, Mbabane Office Park, MBABANE.</b>
<b>11.</b>	<b>Commencement of Assignment</b>
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 6<sup>TH</sup> AUGUST 2021. Proposals submitted after the closing time 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 of Eswatini.

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 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 the documentation provided in support of the proposal shall have the appropriate page numbers and references 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.

2.4.1.1. The Bidder will not be allowed to substitute a member of the proposed project staff without written consent from the client. Any substitution must be of similar qualification and experience.

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 in a sealed package, Technical and Financial sealed separately.
- 2.4.2.2 Certified copy of Certificate of Incorporation or equivalent
- 2.4.2.3 Certified copy of Form J and Form C or company ownership documents
- 2.4.2.4 Company Profile with CVs of Key Personal
- 2.4.2.5 Certified Copy of Valid Labour Compliance Certificate or equivalent
- 2.4.2.6 Original Valid Tax Compliance Certificate
- 2.4.2.7 Certified Copy of Valid Trading License
- 2.4.2.8 Police clearance for at least two (2) Company Directors (valid for six (6) Months)
- 2.4.2.9 Recent Client references with written testimonials from three (3) entities
- 2.4.2.10 Financial Proposal

## **2.5. FINANCIAL PROPOSAL**

2.5.1. Bidders should address all the issues and requirements in the sequence in which they appear below (separate sealed envelope);

- 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 Contractors shall provide an itemized breakdown of the costs, indicating the professional fees and expenses for each activity.
- 2.5.1.4 Tenders should also include all applicable taxes.
- 2.5.1.5 The Contractor 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 Contractors 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 the tender closing date

2.5.2. The Bidder must observe the following instructions during proposal submission:

2.5.2.1. Priced document

### 3. 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 on ESCCOM ([www.esccom.org.sz](http://www.esccom.org.sz)) and ESPPRA ([www.sppra.co.sz](http://www.sppra.co.sz)) websites for a period of ten working (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.**

#### 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 Responsiveness of Tender Assessment
- 4.3.2 Resources and Capability Assessment
- 4.3.3 Technical Assessment
- 4.3.4 Financial Assessment Quality Cost Based



#### **4.4. 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.

#### **4.5. 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 of 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 per the laws of the Kingdom of Eswatini.

#### **4.6. 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.

#### **4.7. 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 Contractors 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.

#### **4.8. 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:



- 4.8.1. The information is known to the Bidder (as evidenced by its written records) prior to obtaining the same from an Information Holder and is not otherwise subject to disclosure restrictions on Bidder: or
- 4.8.2. The information is in the public domain prior to the time of disclosure by the Bidder: or
- 4.8.3. 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 Contractor to obtain any information from the relevant holder of the information.

#### **4.9. AMENDMENT OF BIDDING DOCUMENTS**

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

#### **4.10. NEWS RELEASES**

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

#### **4.11. 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.

#### **4.12. BIDDER RESPONSIBILITY**

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

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



#### **4.13. 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 the 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.

#### **4.14. 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.

#### **4.15. 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 Bidder. 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.

#### **4.16. PAYMENT AND TAX APPLICABLE**

##### **4.16.1. 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.

##### **4.16.2. 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 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.

#### **4.17. 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.

#### **4.18. WITHDRAWAL, SUBSTITUTION AND MODIFICATIONS**

- 4.18.1. In the event that a tenderer wishes to withdraw a tender, a notification in writing addressed to [procurement@esccom.org.sz](mailto:procurement@esccom.org.sz) followed by a signed confirmation copy. The changes or modifications shall be initialled in black ink.
- 4.18.2. There shall be no refund of the tender fee for any withdrawals.
- 4.18.3. No tenders may be withdrawn in the interval between the deadline for submission of tenders and the expiration of its validity.
- 4.18.4. Where a tenderer wishes to substitute or modify a tender, He/she shall do so in writing addressed to [procurement@esccom.org.sz](mailto:procurement@esccom.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 and standards for the 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:

- 7.1.1. Describe the roles and responsibilities of each team member employed by the bidder to provide the required services to ESCCOM
- 7.1.2. Describe in detail the provision of the services, all processes and procedures involved
- 7.1.3. Describe all tools, materials and chemicals to be used in providing the required services



## 8. FORM                      TECH-2:                      DECLARATION                      OF                      ELIGIBILITY

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*[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 Tender Board, Eswatini Communications Commission, Mbabane Office Park P.O. Box 7811, Mbabane

Dear Sirs,

Re Tender Reference: ESCCOM/TS/001/2021-2022

We hereby declare that: -

- (a)     We, including any joint venture partners or consortium partners, are a legal entity and have the legal capacity to enter into the contract;
- (b)     We are not insolvent, in receivership, bankrupt or being wound up, our affairs are not being administered by a court or a judicial officer, our business activities have not been suspended, and we are not the subject of legal proceedings for any of the foregoing;
- (c)     We have fulfilled our obligations to pay taxes and social security contributions;
- (d)     We have not, and our directors or officers have not, been convicted of any criminal offence related to our/their professional conduct or the making of false statements or misrepresentations as to their qualifications to enter into a contract within a period of five years preceding the commencement of the procurement proceedings; and
- (e)     We do not have a **conflict of interest** in relation to the procurement requirement.

Signed .....

Authorized Representative

Date .....



## 9. FORM FIN-1: FINANCIAL PROPOSAL SUBMISSION FORM

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*[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 Tender Board, 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]*



## 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 Commission 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 Commission 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 Commission 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 Commission under this Contract, including without limitation the receiving of instructions and payments from the Commission.
- 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 Commission 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 Commission** The Commission 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 Commission 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 Commission may have subsequently approved in writing.
- (b) If the Consultant becomes insolvent or bankrupt.
- (c) If the Consultant, in the judgment of the Commission 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 Commission, in its sole discretion and for any reason whatsoever, decides to terminate this Contract.
- (f) If the Consultant fails to comply with any final decision reached as a result of arbitration proceedings pursuant to Clause GCC 8 hereof.

**2.6.2 By the Consultant** The Consultants may terminate this Contract, by not less than thirty (30) days' written notice to the Commission, 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 Commission 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 Commission 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 Commission 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. OBLIGATIONS OF THE CONSULTANT**

#### **3.1 General**

**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 Commission, and shall at all times support and safeguard the Commission's legitimate interests in any dealings with Sub-Consultants or third Parties.

**3.2 Conflict of Interests**

The Consultant shall hold the Commission'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 Commission, 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 Commission, insurance against the risks, and for the coverage, as shall be specified in the SCC; and (b) at the Commission's request, shall provide evidence to the Commission showing that such insurance has been taken out and maintained and that the current premiums have been paid.

**3.5 Consultant's  
Actions Requiring  
Commission's  
Prior Approval**

The Consultant shall obtain the Commission'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 Commission 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 Commission**

- (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 Commission, and the Consultant shall, not later than upon termination or expiration of this Contract, deliver all such documents to the Commission, 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 Commission.
- 4.2 Removal and/or Replacement of Personnel**
- (a) Except as the Commission 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 Commission 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 Commission's written request specifying the grounds thereof, provide as a replacement a person with qualifications and experience acceptable to the Commission.
  - (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 COMMISSION**

- 5.1 Assistance** The Commission 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 Commission 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 Commission 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/TS/001/2021-2022**

**TENDER NAME: BROADCAST MANAGEMENT SYSTEM**

**MASTER DOCUMENT**



## 1. INTRODUCTION AND OVERVIEW

The Eswatini Communications Commission (ESCCOM; “the Commission”) is mandated by Section 6(c) of the Eswatini Communications Commission, 2013 to “regulate and supervise the provision of radio and television broadcasting services and the content of those services”, to “monitor the programme schedules of any person providing broadcasting services” and to “monitor authorisation conditions”.

The Broadcasting service is a communication service in which the transmissions are intended for direct reception by the general public. In Eswatini, the Commission regulates both sound and television broadcasting services. The sound broadcasting service involves the broadcasting of sound, which may be accompanied by associated text/data. Sound broadcasting is currently deployed in Eswatini using analogue transmission techniques: Amplitude Modulation (AM) and Frequency Modulation (FM). Over the last two decades, AM sound broadcasting has faded, leaving FM radio as the only form of sound broadcasting in Eswatini.

The Television (TV) broadcasting service involves the transmission of visual images or other visible signals, with or without accompanying sounds, where the visual images are such that sequences of them are seen as moving pictures. TV services may be transmitted over cable, terrestrial wireless or satellite platforms or online.

The Commission is also mandated by Sections 13 and 38 of The Electronic Communications Act, 2013 to operate frequency monitoring stations to monitor the use of the frequency spectrum, and carry out a technical function necessary for fulfilling the requirements of the Radio Regulations of the International Telecommunication Union.

## 2. OBJECTIVE

The project shall enable the Commission to monitor all broadcasting services 24/7 in the country without human intervention to ensure efficient provision of high quality services to audiences. Violation of agreed quality of service from broadcast studios and transmitters will be logged and the Commission as well as the licensees shall be alerted automatically of such. The system shall also generate violation reports per licensee which will be used to effect the appropriate sanctions



as guided by the appropriate regulations. The system will also keep records of transmitted programmes, which can be retrieved subsequent to audience complaints, or as evidence for violations of the regulations.

### **3. BUSINESS CASE**

The Commission is currently unable to come up with evidence when a broadcaster violate quality of service conditions. The Commission is also unable track duration of adverts, track accurately compliance to quarterly broadcast schedules submitted by licensees and content classifications violations. It is also impractical to effect sanctions without such evidence. Thus, once the system is in place the Commission will be able to keep track of any violation and issue the necessary sanctions to the licensees based on accurate evidence. Broadcasters will also be vigilant resulting in high quality broadcasting and protection of audiences. Through the sanctions issued to non-compliant licensees, the Commission will generate revenue.

The main objectives of the proposed Broadcast Management Monitoring System are:

- 3.1 To monitor remotely the quality of service of FM Radio, Television broadcasting and online broadcasting stations,
- 3.2 To determine adherence to the technical parameters of FM Radio and Digital Television broadcasting
- 3.3 To monitor adherence to content regulations, guidelines and broadcasting codes
- 3.4 To keep logs of deviations or errors generated by FM Radio and Digital Television broadcasting stations and generate the required reports and alerts through SMS and email.
- 3.5 To monitor Radio and Television Studio outputs and determine the technical parameters with reference to licence conditions.





The detailed specification is outlined below and is composed of two (2) lots to be quoted separately:

## **4. TECHNICAL REQUIREMENTS**

### **4.1 General**

#### **4.1.1 Language Support:**

All information communication technologies must provide support for the English Language.

#### **4.1.2 DATES:**

All information communications technologies **MUST** properly display, calculate, and transmit date data in the 21st-Century date data.

#### **4.1.3 Electrical Power:**

All active (powered) equipment must operate on voltage range 230v +/- 20v for single-phase voltage and 415V AC +/- 20% for three-phase voltage, with nominal frequency 50Hz +/- 2Hz.

All active equipment must include power plugs standard in Swaziland.

#### **4.1.4 Environmental:**

Unless otherwise specified, all equipment must operate in environments of -up to 45 degrees centigrade, 20 to 80 percent relative humidity, and 0-40 grams per cubic meter of dust.

#### **4.1.5 Safety:**

All electronic equipment that emits electromagnetic energy must be certified as meeting US FCC class B or EN 55022 and EN 50082-1, or equivalent, emission standards. (or standards as approved by SWASA).

#### **4.1.6 Equipment completeness:**

Equipment shall be provided complete with all necessary accessories, parts and documentation ensuring that units and systems are capable of operating under the required technical specification requirements.

#### **4.1.7 Supply all receiving antennas, cabling and interfacing equipment from off-air signals to the Broadcast Management System.**



# **LOT 1**

## **4.2 FM Radio monitoring capabilities**

The system should support the under-listed FM Radio monitoring functionality:

- Real time measurements for FM networks
- tuners with the ability to conduct automatic scans
- Backup of OS system
- Software for automatic report generation
- Signal analysis modules for
  - Deviation Information
    - Audio deviation(kHz)
    - Multiplex(MPX) deviation(kHz)
    - Pilot tone deviation(kHz)
    - Radio Data System(RDS) deviation(kHz)
  - Radio Frequency(RF) information
    - RF Level(dBμV)
    - Multipath percentage (%)
    - Adjacent channel level (dBr)
  - RDS Configuration information
    - Programme Identification (PI) code
    - Programme Service Name (PS)
    - List of Alternative Frequency (AF)
    - Music/speech switch (M/S)
    - Open Data Application (ODA)
    - Groups Presence
    - Enhanced other networks (EON)
    - Traffic Programme Identification (TP)
    - Traffic Announcement Flag (TA)
    - Clock Time and Date (CT)
    - Radio Text (RT)



- Radio Text Plus (RT+)
  - In-house Applications (IH)
  - Traffic Message Channel (TMC)
  - Block Error Ratio (BLER)
- Each automatic scan should be capable of sequential scanning of up to sixteen (16) FM stations
  - Embedded web server for worldwide consultation
  - Double IP streaming for monitoring
  - Double RDS decoder with group sequence decoding
  - SNMP, HTTP web interface, FTP, NTP and email support
  - Supplied will all interfacing of OFF air equipment and antennas, parts, documentation accessories and cabling

#### **4.3 FM Radio error-logging and archiving capabilities**

The system should support the management, archiving and monitoring of data coming from the signal analysis modules listed above and should provide the under-listed functionality:

- Centralized structure, with a client-server architecture
- Multiple change configuration
- Use of SQL or equivalent Database
- Multi-level authentication
- SMNP Compatible
- Alarm Notification (SMS, EMAIL, GPIO)
- Advanced logs
- Collected data can be analyzed on a comparison basis between
- Several devices providing a manager for alert policies
- Device management by technician, network, site, country, geographical area
- Device remote configuration via SNMP and TCP
- Time machine for historical data viewing
- Supplied will all interfacing, parts, documentation accessories and cabling

#### **4.4 Television monitoring capabilities**



The system should combine 24/7 transport stream monitoring with a fully configurable multi viewer (Mosaic) of decoded video, audio bars and monitoring status. The under-listed television monitoring functionality should be supported:

- Analyze and decode audio, video and system information and issue alerts on frozen image, low audio, no audio, continuous Colour bars, continuous black etc.
- Support for Terrestrial television broadcast monitoring, with decoding of DVB-T2 , SDI and Internet.
- Capability to monitor free-to-air as well as encrypted television broadcasts
- A video-wall that can support up to 20 multi-channel display per monitor
- Monitor loudness parameters as defined in EBU R128 Specification and report violations.
- Two (2) multi-viewers, each with:
  - A mosaic capable of displaying MPEG-2/AVC/HEVC video SD or HD, Audio loudness (EBU R128), Subtitles, Error border
  - A remote configuration-tool for easy definition and uploading of TR 101 290, template matching profiles and mosaic lay-out
  - Ability to provide statistics of program Min/max/average bitrate, PCR AC/FO/DR/OJ, Delay factor and packet loss
  - Ability for control through Web interface
- Support for ETSI TR 101 290-compliance monitoring (Measurement guidelines for DVB systems), as outlined below:
  - Priority 1 errors - Basic set of parameters which are considered necessary to ensure that the transport stream (TS) can be decoded.
  - Priority 2 errors - These are additional parameters which are recommended for continuous monitoring.
  - Priority 3 errors - These indicators are optional additional parameters which could be of interest for certain applications
- Provide detailed statistics on TS quality, Program identifications (PIDs), services and tables in real time. Support deep decoding of tables and descriptors with customizable templates for decoding of custom tables and descriptors



- The system should allow users to send a particular clip for Speech to Text (English) and detect faces in the clip if needed.
- Time Synchronizer (client/server for LAN networks) with sat GPS receiver
- Stereo headphones and amplifier speakers for additional sound output
- Broadcast Display with timer, count up, count down, logo, etc.
- GPS locked digital clock with analogue display – NTP
- System must recognise electronic programme guide and must be integrated with the search feature
- The system must be scalable
- Recommend any other capabilities not mentioned above
- Supplied with all interfacing of OFF air equipment and antennas, parts, documentation accessories and cabling

#### **4.5 Television TS recording, error-logging and archiving capabilities**

The system should support the management, archiving and monitoring of data coming from the TV signal analysis modules listed above. The 24/7 media logger should feature nonstop AV recording both for high- and low-quality video and IP streaming over internet. It should have the following additional features:

- Compliance recording. GUI and WEB client applications for extraction of video from storage
- User friendly and convenient to operate for optimum utilization of all features
- MPEG-1, MPEG-2, MJPEG, MPEG-4, DIVX recording formats and any other available.
- User definable log periods (1-week, 1 month, 3 months, etc)
- Alarms and events saved to multi-monitor database based on SQL or equivalent
- Automatic overwriting of oldest A/V files after the set logging period has expired
- Variable compression/quality factor
- Multichannel recording and internet stream recording capabilities
- Ability to select the program to be monitored from the TS and be able to record selectable programs from the TS
- Must allow the creation of clips from the TS Native or transcode the exported clip to any other format.



- Auto-diagnostic software tools
- Alarm notification via email or SMS (optional GPRS modem required)
- Multiple searching criteria of recorded contents (by time, by date, etc)
- Superimposing of recording date & time on played contents.
- Capability to reproduce video on external Pal monitors
- Integration with Electronic Program guide (EPG)
- Supplied with all interfacing, parts, documentation accessories and cabling

#### **4.6 Reports**

Offers predefined and user-defined report templates that can be used to create reports for specific needs.

\*\*\*\*\*END OF LOT 1\*\*\*\*\*

## **LOT 2**

### **5. BATTERY POWERED PORTABLE WAVE FORM MONITOR/ OR SOFTWARE BASED**

- Multifunction, Multistandard Portable Waveform Monitor
  - Be able to view four measurement displays at once, one in each tile
  - Capability to configure each of the four display tiles independently, enabling you to quickly check the integrity of a signal.
  - Be able to monitor AES/EUB
  - Be able to display ancillary data
  - Eye and jitter display capabilities
  - Audio monitoring capabilities
  - Audio Loudness monitoring capabilities including Loudness Meter
  - Extra battery and external battery charger
  - Soft carry case



## 6. MOBILE FM MONITORING SYSTEMS

### 6.1 FM Radio Mobile Equipment

In addition to the fixed monitoring setup, the Commission intends to procure one portable FM analysers for field measurements across the country. The analyser should be portable enough to be placed in a car and should have portable detachable antennae that can be conveniently mounted on top of the car.

**All portable equipment including antennae MUST be supplied with Carry-On hard padded flight carry cases with retractable extension handles, watertight, crushproof, dust proof and with strong polyurethane wheels with stainless steel bearings.**

The portable analysers should have the following specifications and features:

- Frequency range: 87 – 108 MHz
- Power measurement between -50 dBm and +10 dBm: +/- 0.5 dB
- MPX (absolute deviation measurement): +/- 0.2 %
- Stereo separation: > 65 dB
- AF deviation (20 Hz – 15 kHz): +/- 0.1 dB
- Total Harmonic Deviation (THD): < 0.004%
- S/N (Rms): >92 dB
- Should be able to carry out the following measurements:
  - RF level
  - AM noise
  - FM deviation (MPX, M, S, Pilot, RDS, Aux)
  - MPX power
  - MPX & AF peaks
  - Pilot/RDS synchronization and phase
  - L & R, L+R & L-R levels measurement
  - MPX & AF distortion
  - RDS analysis
  - Loudness



- Should include the following:
  - Oscilloscope
  - Vectorscope
  - RDS analyser
  
- Should support the following inputs/outputs:
  - RF
  - MPX analogue & AES digital
  - RF level measurement
  - Audio analogue & AES digital
  - Ethernet network port Input
  - GPS Receiver Input
  - AUX output
  - Headset AF control output
  
- Should provide the following signal generators:
  - FM generator
  - MPX generator with RDS
  - Test signal generator
  
- Should support the following detectors:
  - 15 kHz / 20 kHz / 25 kHz audio filter
  - AF peak  $\pm$  peak/2 detector
  - AF RMS detector
  - CCIR 468-4 detector/filter
  
- Should support coverage measurement on a map for multiple frequencies simultaneously.
  
- Should be able to operate optimally under the following environmental conditions:
  - Temperature of up to 45 degrees
  - Humidity: 10-95% non-condensing relative humidity
  
- Should comply with the following ITU Recommendations:





- ITU-R SM.1268-1/ ITU-R SM.1268-2 / ITU-R SM.1268-3 / ITU-R SM.1268-4
  - ITU BS412-9
  - ITU-R BS.1770-4 & EBU TECH 3341
- Supplied will all interfacing of OFF air equipment and antennas, parts, documentation accessories and cabling

## **6.2 Laptops for Mobile Monitoring System**

One laptops for the FM mobile monitoring system and one for the TV monitoring. [2 x 17 inch]

- The laptops should have the following minimum specifications:
  - Operating System: Windows 10 or higher - 64 bits
  - Processor: i7 with speed greater than 3GHz
    - Storage: SSD minimum 1024GB
    - RAM: minimum 16GB
    - Productivity Software: MS Office Professional, MS Visio and MS Project

## **6.3 Portable Inverters**

Supply two 1000 watt 12 volts DC to 230 VAC inverters to power mobile devices

\*\*\*\*\***END OF LOT 2**\*\*\*\*\*



## **Note: clauses 7 to 10 are common to both lot 1 and 2**

### **7. EQUIPMENT REDUNDANCY AND SPARES**

#### **7.1 Equipment**

Be able to capture stations based on windows/Linux based servers

**All servers must be supplied with redundant power supplies and be rack mountable.**

RAID-5 or RAID-6 for storage must be part of the design with hot swappable storage, including installed hot standby drives.

Provide detailed health monitoring for hardware and software

All systems must have adequate CPU speed and RAM capacity, such that the maximum sustained CPU utilization percentage does not exceed 75% under normal operating conditions.

#### **7.2 Spares**

Spare hard drives for all servers and storage elements including spare hot swappable power supplies must be part of the proposal.

### **8. LICENSING, SUPPORT AND WARRANTY**

#### **8.1 Licensing**

The system should come with all required license and warranties and the licenses shall be valid. The licenses and warranties shall apply to all third-party software and other enabling environment tools. ESSCOM shall not accept any solution without the requisite valid license and shall not be liable to any legal issues ensuing thereof.

#### **8.2 Support**

The supplier should support systems for fault diagnostics, troubleshooting and upgrades should be well timed and easily accessible with resources to work 24x7 on high severity requests.

#### **8.3 Warranty**



The supplier shall be required to provide support services during the warranty period of twenty-four (24) months after the provisional acceptance testing of the system.

## **9. TRAINING AND DOCUMENTATION**

### **9.1 Training**

The supplier shall provide the necessary user training prior to service launch and ongoing training as upgrades are implemented. The training will give the participants an overview of the solution, help them become familiar with its capabilities, and allow them to practice using the solution with generic exercises.

### **9.2 Documentation**

The supplier shall supply adequate technical and operations documentation for all the parts of the complete solution. The documentation should be delivered electronically and in hard-copy and shall be in English. Documents shall describe actually delivered versions of the services provided

## **10. INSTALLATION**

The supplier shall be responsible for the installation of the complete system. This shall include but not limited to supply and delivery of all required hardware, proprietary and third-party software, network equipment, plus transport/shipping, duties and taxes, insurance while goods are in transit and their accompanying valid licenses. Site acceptance shall be carried out based on factory acceptance results.

## **11. DEMO**

All prospective suppliers are required to set up a demo of their solution to be evaluated as part of the tender process-for verification to ensure the system actually offers what is being advertised. A demo may be schedule over the internet through zoom or other available platforms.

## **12. COST OF TENDERING**

The Tenderer shall bear all costs associated with the preparation and submission of his Tender and the employer will, in no case be responsible or liable for these costs, regardless of the conduct or outcome of the tendering process.



### 13. BRIBERY

The offer of bribe or other inducements to any person with the object of influencing the placing of the Contract will result in instant rejection of the Tender concerned.

### 14. FINANCIAL SPECIFICATION

Financial evaluation contributes 30%

### 15. STRUCTURE OF THE RFP

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

**Table 1: Contents of the RFP**

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

### 16. 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.

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.

#### RFT TIMELINE

ESCCOM aims to conclude the RFP phase of procurement by August 2021, and all stages are summarized in Table 2.



**Table 2: Draft Schedule of events in procurement cycle**

	<b>Event</b>	<b>Required By</b>
2.	RFP issue date	11 June 2021
3.	Bidders Questions: - Bidders may submit questions by email to the specified primary contact	9 JULY 2021 – 23 JULY 2021
4.	Response to bidder questions: - ESCCOM will respond to all bidders' questions	23 JULY2021 – 30 JULY2021
5.	Submission of Bids: - Bidders submit their bids. All bids must be submitted by 12 noon on the specified date	6 AUGUST 2021
6.	Contract award	AUGUST 2021

#### **17. 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.

#### **18. 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 based on 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 with the terms established in the Commercial and legal requirements document shall be awarded the contract.

#### **19. RFP EVALUATION OUTCOME**

Upon completion of the review process, the Commission will update the outcome to bidders who have submitted responses. The Commission intends to award the contract by August 2021.

#### **20. PROPOSAL DOCUMENTS**

The proposal must be submitted in a sealed envelope, which must be clearly marked, **“PROVISION OF BROADCAST MANAGEMENT SYSTEM”**.

#### **21. 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  
4<sup>th</sup> Floor, Mbabane Office Park  
Mhlambanyatsi Road  
Mbabane, Eswatini

Clarifications may be requested in writing (**email only**), but no later than **23 JULY 2021**.  
The address for requesting clarifications is: [procurement@esccom.org.sz](mailto:procurement@esccom.org.sz)

**The closing date for submission of proposals is 6<sup>TH</sup> AUGUST 2021 at 12:00hrs.**

