



Eswatini Public Procurement Regulatory Agency (ESPRA)

REQUEST FOR PROPOSALS

FOR

**DEVELOPMENT OF ESWATINI CENTRAL SUPPLIER
DATABASE SYSTEM AND MOBILE APPLICATION**

REFERENCE NUMBER: RFP 02 OF 2020

19th November 2020



REQUEST FOR PROPOSAL

LETTER OF INVITATION

RE: DEVELOPMENT OF ESWATINI CENTRAL SUPPLIER DATABASE SYSTEM AND MOBILE APPLICATION

- I. You are hereby invited to submit technical and financial proposals for above consultancy services required under ESPPRA Board of Directors' work programme for the Eswatini Public Procurement Regulatory Agency (ESPPRA), which could form the basis for future negotiations and ultimately, a contract between you and ESPPRA.
- II. The Agency requires the services for the development of Eswatini central supplier database system and mobile application for a maximum of 12 weeks respectively.
- III. The purpose of this Request for Proposals (RFP) is to establish a service agreement to cover a period of a maximum 12 weeks. Detailed information regarding the terms of reference is available in the 'Request for Proposals' document. The Agency shall continuously review the performance of the service provider and, if the performance of the service provider is not satisfactory, ESPPRA shall have the right to terminate the service agreement in line with the agreed terms and conditions.
- IV. Proposals will be evaluated on a Quality and Cost basis and the resulting contract will be a Unit Price contract (i.e. agreed fee rates for a specified period of time for either nominated personnel or a certain type or grade of personnel or type of service, with reimbursable items being on the basis of actual expenses or agreed unit prices).
- V. The Proposal document to be submitted shall consist of a Technical Proposal and a Financial Proposal, which shall be in separate folders marked "Technical Proposal - RFP 02 OF 2020" and "Financial Proposal - RFP 02 OF 2020", respectively. The two folders must be enclosed in a zip folder, which shall be marked: "Request for Proposal: DEVELOPMENT OF ESWATINI CENTRAL SUPPLIER DATABASE SYSTEM AND MOBILE APPLICATION, RFP 02 OF 2020 – and should be emailed to procurement@sppra.co.sz with email subject **RFP 02 OF 2020-21 – DEVELOPMENT OF ESWATINI CENTRAL SUPPLIER DATABASE SYSTEM AND MOBILE APPLICATION**
- VI. To be eligible for consideration for this proposal, you are required to provide the documents specified in "Instructions to Tenderers", including the following;
 - a) Signed Declaration of Eligibility
 - b) Certified copy of a valid Trading Licence
 - c) An Original and valid Tax Compliance Certificate
 - d) Certified copy of an official statement of the Directors and alternative directors (i.e. Form 'J') or owner/s in the case of unincorporated persons
 - e) Certified copy of an official statement of the annual summary of share capital and shares (i.e. Form 'C' or equivalent) for incorporated persons
 - f) Certified copy of a valid Labour Compliant Certificate.
 - g) Police clearance report or affidavit for the Directors of the firm.



- VII. The Proposals must be sent electronically (**only**) to procurement@sppra.co.sz latest by **1030hours (South Africa Standard Time) on the 17th December 2020**. Late proposals and proposals received by telegram, facsimile, or similar medium will not be considered.
- VIII. Late tenders, as well as tenders received by telegram, facsimile or similar medium will not be considered. Tenders received in time by the latest date and time for submission will be opened at the Agency's Offices at 10:30am on the 17th December 2020.
- IX. Requests for clarifications, which must be in writing, should be addressed, via email, to procurement@sppra.co.sz. The Agency will strive to promptly respond in writing via e-mail to any requests for clarification up until Close of Business on 10th December 2020. Written copies of the Agency's response (including an explanation of the query but without identifying the source of inquiry) will be sent to all prospective Bidders.
- X. For administrative and technical enquiries, please contact Ms Yeyezile Nxumalo by sending your request for clarification to procurement@sppra.co.sz.
- XI. We commit ourselves to maintain the highest standard of integrity and ethical principles during all stages of the procurement cycle.
- XII. The Agency would like to thank you for considering this invitation for submission of proposals.

Enclosures:

- a) Terms of Reference
- b) Instructions to consultants Firms/ service providers
- c) Draft Contract Terms and Conditions
- d) General Conditions of Contract



TERMS OF REFERENCE

1. INTRODUCTION

The Eswatini Public Procurement Regulatory Agency (ESPPRA or the Agency) is a Category A public established as an independent regulatory Agency for public procurement in Eswatini. The Agency was established through section 9 of the Public Procurement Act No.7 of 2011 to provide oversight to all public procuring entities in Eswatini by ensuring efficiency, economy, value for money, transparency, accountability and ensuring maximum competition while also promoting diverse private sector participation. Section 8 of the Public Procurement Act, 2011 further mandates the Agency to examine and recommend ways of introducing in public procurement, the use of information and communications technology, and other technical innovations, where such technology promotes the objectives of the Act.

Background Information

The modernization of procurement systems is based on principles of simplification, standardization and automation of as many business processes as possible. The Agency therefore seeks to create a database system and a mobile application where all suppliers that are currently providing goods, services and works to Procuring Entities (PEs) and those that will be interested in supplying Public Entities in the future will register their details with the Agency. The registered suppliers will form a database of suppliers who are eligible to participate in public procurement as per the provisions of section 40 and part of section 41 (2), (b) of the Public Procurement Act, 2011. Through the supplier database system, the Agency aims to ensure full compliance with the principles of fairness, transparency and maximum competition to ensure value for money in public procurement as envisaged by Section 38 of the Procurement Act.

The key benefits of the ESWATINI CENTRAL SUPPLIER DATABASE SYSTEM AND MOBILE APPLICATION include the following:

- i. The Eswatini Central Supplier Database System and Mobile Application will be a central source of all supplier information for all Public Entities (PEs) and the government;
- ii. Reduced duplication of effort and cost for both business, public entities and government while enabling electronic procurement processes, as suppliers



will only be required to register one time when doing business with the government and all the PEs;

- iii. Suppliers that are in good standing on the various compliance requirements of the Public Procurement Act, will experience a reduction in red tape and administrative burden when doing business with government and PEs;
- iv. Standardized and electronic verification of supplier information, will lead to reduced fraud, and,
- v. Significant reduction in compliance audit effort and cost will be achieved across all spheres of government procurement.

Rationale

There has been a significant compliance burden on both Public Entities and Suppliers when procuring goods, services and works where;

- i. PEs have experienced difficulties in validating the authenticity of the supplier eligibility documents required by section 40 of the Act, thus leading to awarding of contracts to non-eligible suppliers.
- ii. Suppliers submitting incomplete eligibility documents leading to disqualification, poor competition in procurement proceedings thus not achieving value for money.
- iii. Suppliers incurring costs associated with compiling statutory documents every time they seek to conduct business with the government
- iv. Lack of standardization to guide both PEs and business sector with regards the required set of statutory documents for consistency.

To this end therefore, the Agency seeks to develop a Central Supplier Database System and Mobile Application to compliment the now fully implemented tender advertisement and notification project. Together these two projects form stage 1 and stage 2 respectively of the development and implementation of the e-Government Procurement (e-GP) System that the Agency has embarked on developing in which supplier management is a pre-requisite module. To be eligible to conduct business with the PEs, Suppliers will be required to submit applications for registration in the database system where the applications will be assessed in accordance to section 40 of the Act.



2. SCOPE OF WORK/SERVICES

The Eswatini Public Procurement Regulatory Agency (ESPPRA) is seeking proposals from qualified and reputable consultancy firm(s) to provide professional services for a cloud hosted, web-based Central Supplier Database System and Mobile Application. This request for proposals (RFP) provides interested service providers with sufficient information to enable them to prepare and submit proposals for consideration by the Agency to satisfy a need for a cloud based Central Supplier Database System and Mobile Application. This RFP contains instructions governing the proposals to be submitted and the material to be included therein; a description of the service to be provided; requirements which must be met to be eligible for consideration; general evaluation criteria; and other requirements to be met by each proposal. The proposal is not limited to the following:

- Self-service supplier registration
- Automated supplier notifications
- Generation of supplier codes and registration certificates
- Solicitation management services
- Receipt of electronic submissions
- Solicitations (Request for Quotation - RFQ) evaluation processes
- Management Reporting (Analysis and generation of general and specific reports)

Therefore, the Agency may award in whole all proposed modules or select in part which modules the Agency determines are in its best interest to award. **Be advised the Agency reserves the right to modify this requested scope of services during contract negotiations with the Supplier selected as a result of this RFP process.** Service providers are to detail how they will provide the following services below, accomplish the listed minimum requirements and describe any additional services included as part of this proposal.

Purpose:

Provide the Agency with a cloud hosted, web-based/Software-as-a-service (SaaS), Supplier Database System and Mobile Application designed to automate one or more of the Agency's supplier management, request for quotation solicitation and evaluation, and reporting.



Scope of consultant's Responsibilities, consultant- Provided Services, and consultant-Provided Deliverables: At the direction of and in consultation with the Agency, Supplier shall configure, implement and provide the Agency with system solutions that will enable Agency stakeholders to perform various functions related to the procurement **process**. Services shall include, but are not limited to the following:

A. Specified Services:

- i. Configure, implement, adequately train and support designated Agency staff to successfully launch a Supplier Database System and Mobile Application. Features and functionality per proposed 'module' shall include, but not be limited to, the following modules:

a. Self-Service supplier registration module:

- Web-page interface with the Agency's website;
- Supplier self-registration 24/7 and business certification management so suppliers maintain status of certifications, with automatic renewal and real-time change notifications; (incl. Procurement Act, 2011 Section 40 requirements, certification, registered business status, supplier licenses, tax information etc.);
- Registration requirements - incl. supplier approval;
- Supplier user support functions (password reset etc.)
- Commodity/Service category code identification with coding independence (UNSPSC);
- Supplier notification and emailing;
- Custom email notifications;
- Supplier directory search, filter and profile viewing capabilities;
- List other available options, if any.

b. Self-Service Procuring Entity (PE) registration module:

- Web-page interface with the Agency's website;
- Supplier self-registration 24/7
- Registration requirements - incl. Agency's approval;
- PE user support functions (password reset etc.)
- RFQ process thresholds allocation;
- Notification and emailing;



- Custom email notifications;
- PEs directory search, filter and profile viewing capabilities;
- Procurement plan creation, Intention to Award and Quarterly reports submission.
- List other available options, if any.

c. RFQ to Purchase Order process module:

- RFQ and Purchase Order creation with sourcing rules/controls;
- Supplier directory search with filtration;
- Supplier catalogues;
- Oversight of spend;
- Configurable approval workflows;
- Automated issuing PO to suppliers;
- Suppliers automated return of PO as invoice;
- Workflow approval process;
- Budget visibility and alert notification of spending limits;
- List other available options, if any.

d. Solicitation process module:

- Permit upload of solicitation templates and related documents in various formats (PDF, Word, Excel);
- Automated supplier invitation/notification and event management of registered suppliers for newly posted solicitations and participant updates;
- Access by industry/commodity/service supplier registration directory
- Permit Agency to manually add additional participants;
- Secured e-Bidding (eRFQ), including line itemization, calculation with Net terms;
- Administrative support functionality such as distribution of digital addenda and verify receipt of addenda;
- Single-page/screen view for current bid management;
- Permit registered suppliers access to upload electronic submission in multiple files and document types;
- Provide a confirmation email for successful electronic uploads;



- Track and report on supplier notifications and downloads;
 - Bid award functions, including both split(unit) and lump sum;
 - List other available options, if any.
- e. Evaluation process module:**
- RFQ automated and manual evaluation functions;
 - Evaluation criteria development;
 - List other available options, if any.
- f. Information Management process module:**
- Track Supplier information - view existing and past contract history tracking (quotations and amendments, etc.)
 - Generate standard and Ad-Hoc Reports, analysis, graphical charts, audit trails;
 - Supplier Performance Management and Tracking - Category and Spend Analytics Management, reporting on purchasing transactions, including metrics tracking, w/Clear audit trails, archiving, and search tools for completed sourcing events;
 - Flexible and configurable reports;
 - List other available options, if any.
- g. Ensure security of Web-based applications data:**
- Maintain the privacy and confidentiality of supplier records;
 - Ability to control / restrict access by individuals;
 - Protection against unauthorized web-based application intrusion;
 - Data back-up and disaster recovery;
 - Web-based application availability rate equal or greater than 98%;
 - support the Agency's Open Data initiative;
 - Please also refer to Attachment G "IT Requirements Document" and "SaaS Security & Privacy Assessment Questionnaire".
 - Agency access to web-based application:
 - Agency website Portal capability;
 - 24-hour access to application;



- Integration services to provide real-time data connection and error reporting (Integration with other Government Systems, Database for suspended suppliers, License department, home affairs, tax, etc)
- Mobile access, with preference for full-featured iOS and Android app.
- List other available options, if any.

h. Other available modules, list other available options, if any.

- ii. **Training:** at no additional cost to the Agency, the service provider shall provide online self- training/instruction and/or on-site training courses on its System for Agency's users and trainer of trainers. Please describe the training course, and if applicable - on-site schedules and duration.
- iii. **On-call (online/toll free) Technical Support:** at no additional cost to the Agency and suppliers, service provider shall:
 - a. Assist and resolve problems with Suppliers and Agency users; and
 - b. Remedy any hardware or software problems; and
 - c. Other technical support available, if any.
- iv. **Additional Services:** If and when the Agency requests the service provider to provide services in addition to those specified above, the service provider shall develop a work plan detailing the specific tasks to be completed and providing a detailed not-to exceed budget for performing such tasks. Supplier shall not perform any Additional Services until Agency has issued a written notice-to-proceed with the execution of the work plan. Supplier will not be authorized to perform or invoice Agency for any work not specifically authorized in the Agency's notice-to proceed.
- v. **Non-financial Obligations:** Agency shall provide the service provider with:
 - a. Agency Logo Artwork, and
 - b. Agency "user" names.



3. SUBCONTRACTING

Any use of subcontractors by a Supplier must be identified in the proposal. During the contract period use of any subcontractors by the selected Supplier, which were not previously identified in the proposal, must be approved in advance in writing by the Agency.

If a Joint Venture responds to this RFP, the Agency will not accept separate proposals from joint venture constituents. A firm will not be permitted to submit a proposal on more than one (1) joint venture for the same RFP. Also, a firm that responds to this RFP as a prime may not be included as a designated sub-consultant to another firm that responds to the same RFP. Multiple responses under any of the forgoing situations will cause the rejection of all responses of the firm or firms involved. This does not preclude a firm from being set forth as a designated sub consultant to more than one prime consultant responding to the RFP.

4. PROPOSED TENTATIVE TIMELINE

The tentative RFP timeline is as follows:

RFP issuance	19 th November 2020
Pre-Proposal Meeting	None
Deadline for questions, clarifications	10 th December 2020
Deadline for submission of proposals	17 th December 2020 – 1030HRS
Financial evaluation of proposals	December 2020
Publication of Intention of Notice to award	January 2021
Contract awarded -	January 2021
Implementation – January, 18 2021	18 th January 2021

5. DURATION OF SERVICE PROVIDER

It is envisaged that the consultancy will take 12 weeks, from the time the contract is signed. The Registered company/Consultancy firm should develop a feasible cost-work plan/activity schedule covering a Maximum of 12 weeks and submit as integral part of the proposal for this consultancy.

6. INFORMATION TO BE SUBMITTED (to be submitted in this order only)

These instructions outline the guidelines governing the format and content of the proposal and the approach to be used in its development and presentation. The intent of the RFP is to encourage responses that clearly communicate the service provider's understanding of the Agency's requirements and its approach to successfully provide the products and/or services on time and within budget. Only that information which is essential to an understanding and evaluation of the proposal should be submitted. Items not specifically and explicitly related to the RFP and proposal, e.g. brochures, marketing material, etc. will not be considered in the evaluation. All proposals shall address the following items in the order listed below and shall be numbered 1 through 8 in the proposal document.

A. Chapter 1 – Proposal Summary

This Chapter shall discuss the highlights, key features and distinguishing points of the Proposal. A separate sheet shall include a list of individuals and contacts for this Proposal and how to communicate with them. Limit this Chapter to a total of three (3) pages including the separate sheet.

B. Chapter 2 – Profile on the Proposing Firm(s)

This Chapter shall include a brief description of the Supplier's firm size as well as the proposed local organization structure. Include all other firms participating in the Proposal, including similar information about the firms. Additionally, this section shall include a listing of any lawsuit or litigation and the result of that action resulting from (a) any public project undertaken by the Supplier or by its sub-Suppliers where litigation is still pending or has occurred within the last five years.

C. Chapter 3 – Qualifications of the Firm

This Chapter shall include a brief description of the Supplier's and sub-Supplier's qualifications and previous experience on similar or related projects. Provide in a table format descriptions of pertinent project experience with other public entities and private sector that includes a summary of the work performed, the total project cost, the percentage of work the firm was responsible for, the period over which the work was completed, and the name, title, and phone number of client's to be



contacted for references. Give a brief statement of the firm's adherence to the schedule and budget for the project.

D. Chapter 4 – Work Plan or Proposal

Provide a description of the proposed approach/methodology that you will follow, along with a well-conceived service plan. Include a full description of major tasks and subtasks. This section of the proposal shall establish that the Supplier understands the Agency's objectives and work requirements and Supplier's ability to satisfy those objectives and requirements. Succinctly describe the proposed approach for addressing the required services and the firm's ability to meet the Agency's schedule, outlining the approach that would be undertaken in providing the requested services.

E. Chapter 5 – Proposed Innovations

The Supplier may also suggest technical or procedural innovations that have been used successfully on other engagements and which may provide the Agency with better service delivery. In this Chapter discuss any ideas, innovative approaches, or specific new concepts included in the Proposal that would provide benefit to the Agency.

F. Chapter 6 – Project Staffing

This Chapter shall discuss how the service provider would propose to staff this project. Key project team members shall be identified by name, title and specific responsibilities on the project. An organizational chart for the project team and resumes for key service provider personnel shall be included. Key personnel will be an important factor considered by the evaluation committee. Changes in key personnel may be cause for rejection of the proposal.

G. Chapter 7 – Proposal Exceptions

This Chapter shall discuss any exceptions or requested changes that the service provider has to the Agency's RFP conditions and requirements. If there are no exceptions noted, it is assumed the service provider will accept all conditions and requirements. Items not excepted will not be open to later negotiation.



H. Chapter 8 – Proposal Costs Sheet and Rates (to provide in separate folder)

The fee information is relevant to a determination of whether the fee is fair and reasonable in light of the services to be provided. Provision of this information assists the Agency in determining the firm's understanding of the project, and provides staff with tools to negotiate the cost, provide in a table. This Chapter shall include the proposed costs to provide the services desired. Include any other cost and price information, plus a not-to-exceed amount, that would be contained in a potential agreement with the Agency. The hourly rates may be used for pricing the cost of additional services outlined in the Scope of Work. PLEASE NOTE: The Agency does not pay for services before it receives them. Therefore, do not propose contract terms that call for upfront payments or deposits.

7. DETAILED TECHNICAL EVALUATION

This section should be read with Section 6 Above.

The Agency will evaluate the proposals provided based on the following criteria:

- **Quality and completeness of proposal;**
- **Key System Features and Functionality:** Provide sample screenshots, menu options and an overview of capabilities of proposed System. (Page Limit – not to exceed 5 pages for the primary module being proposed and 2 additional pages for each additional module proposed).
- **Reporting:** Provide sample reports, menu options and an overview of standard System reporting capabilities (Page Limit – not to exceed 3 pages).
- **Quality, performance and effectiveness of the solution and/or services to be provided by the Supplier; Emphasizing on “Ease of Use”:** Efficient to use, takes less time to accomplish a particular task, easier to learn, operation can be learned by observation, and is considered more satisfying to use. Overall, the extent to which the System can be used by Agency users to achieve specified goals with effectiveness, efficiency, and satisfaction in a specified context of use.
- **Suppliers experience, including the experience of staff to be assigned to the project, the engagements of similar scope and complexity; Emphasizing on “Customer Support Services”:** Online, Email and or phone



support availability, technical support, trouble shooting, maintenance, upgrading, FAQ, automated self-support, and activities designed to enhance the level of customer satisfaction for Agency users and suppliers.

- **Cost to the Agency;** Submit ALL proposed costs and fees associated with performing, providing and completing the services requested in this RFP. Include a itemized description of each type of fee. (i.e., licensed user fees, initial set-up and implementation fees, training, hourly rates, trip charge, monthly fixed, tax, etc.)
- Supplier's ability to implement and perform the work within the time specified by the proposal. Include a detailed implementation plan of tasks and time line for completion and how the implementation schedule will be maintained when challenged by unforeseen issues;
- Supplier's prior record of performance with the Agency or others;
- Supplier's ability to provide future maintenance, repairs parts and/or services; and
- Supplier's compliance with standards, software use authorisations, applicable laws, regulations, policies, if any.

SECTION 1

INSTRUCTIONS TO CONSULTANTS

DEFINITIONS

- (a) "Agency" means the Eswatini Public Procurement Regulatory Agency.
- (b) "Coercive practices" means harming or threatening to harm, directly or indirectly, persons, or their property, to influence their participation in a procurement process or affect the execution of a contract.
- (c) "Collusive" practices mean a scheme or arrangement between two or more consultants, with or without the knowledge of the procuring entity, designed to establish tender prices at artificial, non-competitive levels.
- (d) "Consultant" means any entity or person that may provide or provides the Services to the Agency under the Contract.



- (e) “Contract” means the Contract signed by the Parties and all the attached documents, i.e. the General Conditions (GCC), the Special Conditions (SCC), and the Appendices.
- (f) “Corrupt practice” means the offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence the action of a public officer in the procurement process or in contract execution.
- (g) “Data Sheet” means such part of the Instructions to Consultants used to reflect specific assignment conditions.
- (h) “Day” means calendar day.
- (i) “Fraudulent practice” means a misrepresentation or omission of facts in order to influence a procurement process or the execution of a contract.
- (j) “Government” means the government of Eswatini.
- (k) “Instructions to Consultants” means the document which provides Consultants with all information needed to prepare their Proposals.
- (l) “Personnel” means professionals and support staff provided by the Consultant or by any Sub-Consultant and assigned to perform the Services or any part thereof; “Foreign Personnel” means such professionals and support staff who at the time of being so provided had their domicile outside Eswatini; “Local Personnel” means such professionals and support staff who at the time of being so provided had their domicile inside Eswatini.
- (m) “Proposal” means the Technical Proposal and the Financial Proposal.
- (n) “RFP” means this Request For Proposals.
- (o) “Services” means the work to be performed by the Consultant pursuant to the Contract.
- (p) “Sub-Consultant” means any person or entity with whom the Consultant subcontracts any part of the Services.
- (q) “Terms of Reference” (TOR) means the document included in the RFP which explains the objectives, scope of work, activities, tasks to be performed, respective responsibilities of the Agency and the Consultant, and expected results and deliverables of the assignment.

1. Introduction

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



before submitting a proposal and to attend a pre-proposal conference if one is specified in the Data Sheet. Attending the pre-proposal conference is optional. Consultants should contact the Agency's representative named in the Data Sheet to arrange for their visit or to obtain additional information on the preproposal conference. Consultants should ensure that these officials are advised of the visit in adequate time to allow them to make appropriate arrangements.

1.4 The Agency will timely make available relevant data, information and reports.

1.5 Consultants shall bear all costs associated with the preparation and submission of their proposals and contract negotiation. The Agency is not bound to accept any proposal, and reserves the right to annul the selection process at any time prior to Contract award, without thereby incurring any liability to the Consultants.

2. Conflict of Interest

2.1 Consultants are required to provide professional, objective, and impartial advice and at all times hold Agency's interests paramount, strictly avoid conflicts with other assignments or their own corporate interests and act without any consideration for future work.

2.2 Without limitation on the generality of the foregoing, Consultants, and any of their affiliates, shall be considered to have a conflict of interest and shall not be eligible for selection, under any of the circumstances set forth below:

- (i) A firm that has been engaged by the Agency to provide goods, works or services other than consulting services for a project, and any of its affiliates, shall be disqualified from providing consulting services related to those goods, works or services. Conversely, a firm hired to provide consulting services for the preparation or implementation of a project, and any of its affiliates, shall be disqualified from subsequently providing goods or works or services other than consulting services resulting from or directly related to the firm's consulting services for such preparation or implementation. For the purpose of this paragraph, services other than consulting services are defined as those leading to a measurable physical output, for example surveys, exploratory drilling, aerial photography, and satellite imagery.
- (ii) A Consultant (including its Personnel and Sub-Consultants) or any of its affiliates shall not be hired for any assignment that, by its nature, may be in conflict with another assignment of the Consultant to be executed for the same or for another Agency. For example, a Consultant hired to prepare engineering design for an infrastructure project shall not be engaged to prepare an independent environmental assessment for the same project, and a Consultant assisting the Agency in the privatization of public assets shall not purchase, nor advice purchasers of such assets. Similarly, a Consultant hired to prepare Terms of Reference for an assignment shall not be hired for the assignment in question.
- (iii) A Consultant (including its Personnel and Sub-Consultants) that has a business or family relationship with a member of the Agency's staff who is directly or indirectly involved in any part of (i) the preparation of the Terms of Reference of the assignment, (ii) the selection process for such



assignment, or (iii) supervision of the Contract, may not be awarded a Contract.

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

3. Association

3.1 If a shortlisted Consultant could derive a competitive advantage from having provided consulting services related to the assignment in question, the Agency shall make available to all shortlisted Consultants together with this RFP all information that would in that respect give such Consultant any competitive advantage over competing Consultants.

4. Commissions

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

5. One Proposal

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

6. Validity

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

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

7. Clarification and Amendment of RFP Documents

7.1 Consultants may request a clarification of any of the RFP documents up to the number of days indicated in the Data Sheet before the proposal submission date. Any request for clarification must be sent in writing, or by standard electronic means to the Agency's



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

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

8. Preparation of Proposals

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

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

9. Preparation of the Technical Proposal

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

- Certified copy of a valid Trading Licence, or equivalent for foreign consultants;
- Original and valid Tax Compliance Certificate, or equivalent for foreign consultants;
- Certified copy of an official statement of the Directors and alternative directors or owner/s in the case of unincorporated businesses (i.e. Form 'J' or equivalent);
- Certified copy of an official statement of the annual summary of share capital and shares (i.e. Form 'C' or equivalent); and
- Certified copy of Labour Compliant Certificate
- Police clearance report or affidavit for company directors

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

(a) For the Technical Proposal, evidence of the Consultant's financial standing must be provided in the form of certified copies of financial statements and banking details, as stated in Form TECH-2, Part A, followed by a brief description of the Consultants' organization and an outline of the Consultant's recent experience of a similar nature as required in Form TECH-2, Part B and



C. For each assignment, the outline should indicate the names of Sub Consultants/ Professional staff who will participate, duration of the assignment, contract amount, and Consultant's involvement. Information should be provided only for those assignments for which the Consultant was legally contracted by the client as a corporation or as one of the major firms within a joint venture. Assignments completed by individual Professional staff working privately or through other consulting firms cannot be claimed as the experience of the Consultant, or that of the Consultant's associates, but can be claimed by the Professional staff themselves in their CVs. Consultants should be prepared to substantiate the claimed experience if so requested by the Agency.

(b) Form TECH-2 (D) request that the consultant includes certified copies of: trading licence, labour compliance certificate, original tax compliance certificate, form 'J' and form 'C', police clearance report or affidavit for company directors or for foreign consultants similar documents.

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

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

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

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

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

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

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

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

10. Preparation of the Financial Proposal

10.1 The Financial Proposal shall be prepared using the attached Standard Forms, which prescribe the required minimum data and information. Consultants may provide



additional details if appropriate. It shall list all costs associated with the assignment, including, but not necessarily limited to: (a) remuneration for staff (foreign and local, in the field and at the Consultants' home office); and (b) reimbursable expenses. If appropriate, these costs should be broken down by activity and, if appropriate, into foreign and local expenditures.

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

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

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

11. Packing and Submission of Proposal

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

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

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

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

12. Latest Date for Submission

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



13. Opening of Technical Proposals

13.1 The Agency shall open the Technical Proposal immediately after the deadline for their submission. The folder with the Financial Proposal shall remain unopened and securely stored.

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

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

14. Evaluation of the Technical Proposals

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

A Proposal shall be rejected at this stage if it does not respond to important aspects of the RFP, and particularly the Terms of Reference or if it fails to achieve the minimum technical score indicated in the Data Sheet. **The Agency will notify all tenderers on their scores after technical evaluation has been conducted**

15. Opening of Financial Proposals

15.1 Financial Proposals shall be opened after the evaluation of technical proposals. The Financial Proposal of the Consultants who met the minimum qualifying mark will then be inspected to confirm that they have remained unopened. These Financial Proposals shall be then opened, and the total prices read aloud and recorded.

16. Evaluation of Financial Proposals

16.1 The Evaluation Committee will correct any computational errors. When correcting computational errors, in case of discrepancy between a partial amount and the total amount, or between word and figures the former will prevail. Activities and items described in the Technical Proposal but not priced, shall be assumed to be included in the prices of other activities or items. In case an activity or line item is quantified in the Financial Proposal differently from the Technical Proposal, no corrections are applied to the Financial Proposal in this respect.

16.2 The Evaluation Committee will convert prices in various currencies to the single currency specified in the Data Sheet. The official currency exchange rates used, provided by the source indicated in the Data Sheet, will be those in effect on the date indicated in the Data Sheet. The evaluation shall exclude those taxes, duties, fees, levies, and other charges imposed under the applicable law; and to be applied to foreign and non-permanent resident consultants (and to be paid under the contract, unless the consultant is exempted).

17. Evaluation of Quality and Cost based Proposals

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

18. Place and Time for Negotiations

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

19. Technical Negotiations

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

20. Financial Negotiations

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

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



The Agency will not consider substitutions during contract negotiations unless both parties agree that undue delay in the selection process makes such substitution unavoidable or for reasons such as death or medical incapacity. If this is not the case and if it is established that Professional staff were offered in the proposal without confirming their availability, the Consultant may be disqualified. Any proposed substitute shall have equivalent or better qualifications and experience than the original candidate and shall be submitted by the Consultant within the period of time specified in the letter of invitation to negotiate.

- 20.3 Negotiations will conclude a review of the draft Contract. To complete negotiations the Agency and the Consultant will initial the agreed Contract. If negotiations fail, the Agency will invite the Consultant whose Proposal received the second highest score to negotiate a Contract.
- 20.4 After completing negotiations the Agency shall award the Contract to the selected Consultant and after Contract signature. Following the contract award decision Agency shall prepare a notice indicating the name(s) of the best evaluated tenderer(s), the value of the proposed contracts and evaluated values. The Agency shall allow a period of at least ten working days to elapse from the date of despatch of the notice which will be published on ESPPRA website before a contract is awarded
- 20.5 Information relating to evaluation of Proposals and recommendations concerning awards shall not be disclosed to the Consultants who submitted the Proposals or to other persons not officially concerned with the process, until the publication of the award of Contract.

21. Commencement of Assignment

- 21.1 The Consultant is expected to commence the assignment on the date and at the location specified in the Data Sheet.
- 21.2 The Agency shall continuously review the performance of the consultant and, if the performance of the consultant is not satisfactory, ESPPRA shall have the right to terminate the services agreement in line with the agreed terms and conditions of service.

22. Corrupt, collusive, fraudulent or coercive practices

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

INSTRUCTIONS TO CONSULTANTS



Proposal Data Sheet

Paragraph Reference	
1.	Definitions
1.1	Name of the Agency: Eswatini Public Procurement Regulatory Agency (ESPPRA) Method of selection: Quality and Cost Based Selection (QCBS)
1.2	Name of Assignment: DEVELOPMENT OF ESWATINI CENTRAL SUPPLIER DATABASE SYSTEM AND MOBILE APPLICATION
2.	Validity
2.1	Proposals must remain valid for 120 (one-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 10th December 2020 The address for requesting clarifications is: procurement@sppra.co.sz
4.	Preparation of the Technical Proposal
4.1	As required in Form TECH-2, 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: Material deficiencies in providing the information requested may result in rejection of a Proposal. <ul style="list-style-type: none"> • Certified copy of a valid Trading Licence, or equivalent for foreign consultants; • Original and valid Tax Compliance Certificate, or equivalent for foreign consultants; • Certified copy of an official statement of the Directors and alternative directors or owner/s in the case of unincorporated businesses (i.e. Form 'J' or equivalent); • Certified copy of an official statement of the annual summary of share capital and shares (i.e. Form 'C' or equivalent); and • Certified copy of Labour Compliant Certificate. • Certified copy of Police Clearance for Directors
5.	Preparation of the Financial Proposal

5.1	<p>Taxes: All consultants must take note that a withholding tax of 15% on the gross amount paid shall be levied on payment made to non-Swazi residents companies/contractors in respect of services performed in Eswatini 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>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 Proposal document to be submitted shall consist of a Technical Proposal and a Financial Proposal, which shall be in separate folders marked “Technical Proposal - RFP 02 OF 2020” and “Financial Proposal - RFP 02 OF 2020”, respectively. The two folders must be enclosed in a zip folder, which shall be marked: “Request for Proposal: DEVELOPEMENT OF ESWATINI CENTRAL SUPPLIER DATABASE SYSTEM AND MOBILE APPLICATION, RFP 02 OF 2020 – and should be emailed to procurement@sppra.co.sz with email subject RFP 02 OF 2020-21 – DEVELOPMENT OF ESWATINI CENTRAL SUPPLIER DATABASE SYSTEM AND MOBILE APPLICATION</p> <p>Attachments should be in PDF format. Bidders should check the attachment formats prior to submission as the Agency will not be responsible if attachments are in other formats that cannot be opened without additional software.</p> <p>Proposals must be submitted on email to procurement@sppra.co.sz on or before 17th December 2020 at 10:30 am. Late proposals will not be considered.</p> <p>Bidders should avoid attempting to send proposals by e-email just prior to the deadline as the Agency cannot be held responsible for congesting or delays in transmission. The time of receipt of the e-mail message of a proposal as recorded by the Agency’s mail server shall constitute the time of receipts of the proposals for purpose of meeting the deadline for submission. It’s the bidder’s responsibility to ensure bids arrive before the deadline.</p>
7.	<p>Detailed Evaluation</p>

	<p>The Criteria stated in the “Instruction to Tenderer” will be used in the evaluation. Evaluation shall be three staged evaluation.</p> <p>Preliminary Evaluation: Tenderers without information detailed in Form Tech-2 of data sheet may be disqualified</p> <p>Technical Evaluation: The technical evaluation criteria is contained in the data sheet (Evaluation Criteria). The pass mark is 70%</p> <p>Financial Evaluation: Proposals will be evaluated on a quality cost based methodology</p> <p>Only complete offers will be considered for evaluation.</p>
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8. Evaluation of the Technical Proposals

8.1	<p>Criteria, sub-criteria and point system for the evaluation of Full Technical Proposals are:</p> <table border="1"> <thead> <tr> <th>Technical Evaluation Criteria</th><th>Weighted Score</th></tr> </thead> <tbody> <tr> <td>• Quality and Completeness</td><td>5</td></tr> <tr> <td>• Key System Features and Functionality – See Annexure B</td><td>20</td></tr> <tr> <td>• Reporting Capability Features</td><td>10</td></tr> <tr> <td>• Ease of use</td><td>10</td></tr> <tr> <td>• System Features Customization – See Annexure A</td><td>10</td></tr> <tr> <td>• Experience / References / Prior Record</td><td>10</td></tr> <tr> <td>• Implementation plan and approach</td><td>10</td></tr> <tr> <td>• Customer Support Services (Training, Maintenance, Technical Support)</td><td>15</td></tr> <tr> <td>• Security and Accessibility</td><td>10</td></tr> <tr> <td>Total maximum points</td><td>100</td></tr> </tbody> </table>	Technical Evaluation Criteria	Weighted Score	• Quality and Completeness	5	• Key System Features and Functionality – See Annexure B	20	• Reporting Capability Features	10	• Ease of use	10	• System Features Customization – See Annexure A	10	• Experience / References / Prior Record	10	• Implementation plan and approach	10	• Customer Support Services (Training, Maintenance, Technical Support)	15	• Security and Accessibility	10	Total maximum points	100
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	The price/cost of each of the technically compliant proposals shall be considered only after evaluation of the above technical criteria.
8.2	The minimum Technical Score (St) required to pass is: 70 (seventy)
9.	Evaluation of the Financial Proposals

9.1	<p>Prices must be denominated in Emalangeni including any breakdown costs in the form contained in this Request for Proposal document.</p> <p>Evaluation will take place in Lilangeni (SZL) only.</p>
10.	Evaluation of Quality Cost Based Proposals
10.1	<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: T = 0.7 P = 0.3</p>
	Award of Contract
	<p>Following the contract award decision, the Agency shall prepare a notice indicating the name(s) of the best evaluated tenderer(s), the value of the proposed contracts and evaluated values. The Agency shall allow a period of at least ten working days to elapse from the date of dispatch of the notice which will be published on ESPPRA website before a contract is awarded</p> <p>Performance Security: The successful bidders shall provide a performance security with 30 days if contract signing</p>
11.	Negotiations
11.1	<p>Expected address for contract negotiations: Eswatini Public Procurement Regulatory Agency, Rhus Office Park, MBABANE.</p>
12.	Commencement of Assignment
12.1	<p>The assignment is expected to commence on or before 18th January 2021.</p>

SECTION 2

TECHNICAL PROPOSAL - STANDARD FORMS

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

- TECH-1 Technical Proposal Submission Form
- TECH-2 Consultant's Organization, Experience and Financial Standing
 - A. Consultant's Financial Standing
 - B. Consultant's Organization
 - C. Consultant's Experience
- TECH-3 Comments or Suggestions on the Terms of Reference and on Counterpart Staff and Facilities to be provided by the Agency
 - A. On the Terms of Reference
 - B. On the Counterpart Staff and Facilities
- TECH-4 Description of the Approach, Methodology and Work Plan for Performing the Assignment
- TECH-5 Team Composition and Task Assignments
- TECH-6 Curriculum Vitae (CV) for Proposed Professional Staff
- TECH-7 Declaration of Eligibility



FORM TECH-1: TECHNICAL PROPOSAL SUBMISSION FORM

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

To: **The Chief Executive Officer Eswatini Public Procurement Regulatory Agency**
Rhus Office Park P.O. Box 9665 Mbabane

Dear Sirs:

We, the undersigned, offer to provide the services for the **DEVELOPMENT OF ESWATINI CENTRAL SUPPLIER DATABASE SYSTEM AND MOBILE APPLICATION** in accordance with your Request for Proposal dated **19 November 2020** and our Proposal. We are hereby submitting our Proposal, which includes this Technical Proposal, and a Financial Proposal under a separate folders.

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

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

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

We undertake, if our Proposal is accepted, to initiate the consulting services related to the assignment not later than the date indicated in Paragraph Reference 11.1 of the Data Sheet.

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

We remain,

Yours sincerely,

Authorized Signature: _____

Name and Title of Signatory: _____ Name of Firm: _____

Address: _____

[Stamp of the Firm]



FORM TECH-2: CONSULTANT'S ORGANIZATION, EXPERIENCE AND FINANCIAL STANDING

A - Consultant's Financial Standing

Following financial information shall be provided:

- Certified copies of the financial statements for the last three years
- Certified bank account details: name of bank, branch, main account number, type of account and year of account opening.

B - Consultant's Organization

[A brief description of the Consultants' organization]

C - Consultant's Experience

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

Assignment name:	Approx. value of the contract [>>>>Amount in Lilangeni (SZL) in figures and in words>>>]:
Country: Location within country:	Duration of assignment (months):
Name of Agency:	Total N° of staff-days/months of the assignment:
Address:	Approx. value of the services provided by your firm under the contract [>>>>Amount in Lilangeni (SZL) in figures and in words>>>]:
Start date [>>>> month/year>>>]: Completion date [>>>> month/year>>>]:	N° of professional staff-months provided by associated Consultants:

Name of associated Consultants, if any:	Name of senior professional staff of your firm involved and functions performed (indicate most significant profiles such as Project Director, Project Coordinator, Team Leader):
Narrative description of Project:	
Description of actual services provided by your staff within the assignment:	

D – Other Documents Comprising the Proposal

The Technical Proposal must include the following documents:

- Certified copy of a valid Trading Licence, or equivalent for foreign consultants;
- Original and valid Tax Compliance Certificate, or equivalent for foreign consultants;
- Certified copy of an official statement of the Directors and alternative directors or owner/s in the case of unincorporated businesses (i.e. Form 'J' or equivalent);
- Certified copy of an official statement of the annual summary of share capital and shares (i.e. Form 'C' or equivalent); and
- Certified copy of Labour Compliant Certificate
- Police clearance report or affidavit for company directors

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



FORM TECH-3: COMMENTS AND SUGGESTIONS ON THE TERMS OF REFERENCE AND ON COUNTERPART STAFF AND FACILITIES TO BE PROVIDED BY THE AGENCY

A - On the Terms of Reference

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

B - On Counterpart Staff and Facilities

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



FORM TECH-4: DESCRIPTION OF APPROACH, METHODOLOGY AND WORK PLAN FOR PERFORMING THE ASSIGNMENT

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

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

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

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

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

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



FORM TECH-5: TEAM COMPOSITION AND TASK ASSIGNMENTS

Professional Staff				
Name of Staff	Firm	Area of Expertise	Position Assigned	Task Assigned



FORM TECH-6: CURRICULUM VITAE (CV) FOR PROPOSED PROFESSIONAL STAFF

1. **Proposed Position:** *[Insert relevant position to be assigned for each assignment]* _____
2. **Name of Firm:** *[Insert name of firm proposing the staff]* _____
3. **Name of Staff:** *[Insert full name]* _____
4. **Date of Birth:** _____ **Nationality:** _____
5. **Education:** *[Indicate college/university and other specialized education of staff member, giving names of institutions, degrees obtained, and dates of obtainment]* _____
6. **Membership of Professional Associations:** _____
7. **Other Training:** *[Indicate significant training since degrees under 5 - Education were obtained]* _____

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

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

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

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

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

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

11. Detailed Tasks Assigned

[List all tasks to be performed under each assignment]

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

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

Name of assignment or project: _____

Year: _____

Location: _____

Client: _____

Main project features: _____

Positions held: _____

Activities performed: _____

13. Certification:

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

(Signature of staff member or authorized representative)

Date: (Day/Month/Year)



Section 2: Technical Proposal

FORM TECH-7: DECLARATION OF ELIGIBILITY

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

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

To: **The Chief Executive Officer Eswatini Public Procurement Regulatory Agency
Rhus Office Park P.O. Box 9665, Mbabane**

Dear Sirs,

Re Tender Reference: **RFP17/LM011**

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

Authorised Representative

Date



ANNEXURE A

RFP 02 of 2020 CENTRAL SUPPLIER DATABASE SYSTEM AND MOBILE APPLICATION SPECIFICATIONS AND REQUIREMENTS

	Yes	No	Explanation
Solution hosted by the Supplier via cloud			
Solution can be customized with Agency's logo and colours			
Solution requires software licensing or hardware purchase for utilization			
Solution utilized encrypted protocols (SSL) for all transactions and transmissions			
Solution is user friendly with an intuitive interface			
Solution is 100% web enabled			
Solution allows for desktop, laptop, tablet, and smartphone access			
Solution includes robust reporting capability			
Solution supports workflow management			
Solution creates an export file in CSV, TAB, or XML format			
Solution provides security features to ensure only PEs and Suppliers are able to access relevant information			
Solution provides password self-reset functionality			
Solution captures electronic signatures			

ANNEXTURE B

Use Case Response Matrix

For each Use Case, put an “X” in the column most appropriate to the proposed Central Supplier Database System and Mobile Application.

Please use the “**Does not align**” or “**Other**” columns for cases where the product is not designed to support the Use Case. One X per Use Case. Use the associated sections of the technical proposal to discuss any misalignment/ other responses.

Use Case	Supplier Response					
	Proposed solution currently supports scenario	Solution can support scenario with minor modification	Solution can support scenario, but with major modification	Can provide alternate means of addressing scenario	Scenario does not align with solution	Other
Solution Scenarios						
The solution will provide suppliers the ability to provide Section 40 Preliminary requirements, propose or select categories, items, prices, delivery dates, etc.,						
The solution will provide PEs the ability to propose or submit procurement plans for approval by the Agency						
The solution will provide supplier Purchase Order acknowledgment(s) functionality						
The solution will provide proof of delivery document/notification functionality						
The solution will provide shipping notification(s) functionality						
The solution will enable suppliers to view real-time status of their PO's including Confirmation Completed, Not Completed, or Partially Completed including details						



Use Case	Supplier Response					
	Proposed solution currently supports scenario	Solution can support scenario with minor modification	Solution can support scenario, but with major modification	Can provide alternate means of addressing scenario	Scenario does not align with solution	Other
The solution will provide configurable Supplier Performance evaluation functionality and reports						
The solution will provide the ability to route PO/bids to Suppliers based on their product categories and geographical areas covered						
The solution will provide PO award notifications through the portal						
The solution will provide Supplier the ability to accept or reject POs through the portal						
The solution will provide the ability to advertise, release and receive RFQs, on Portal						
The solution will provide the ability to post RFQ results including bid tabulations on Portal						
The solution will provide the ability for Suppliers to submit bid responses through the portal						
The solution will provide Suppliers the ability to submit Compliance Agreement(s), Quality Assurance Certification, OEM certificates, through the portal						
The solution will provide the ability to track expiration dates of all documents provided						
The solution will provide link to the Agency's website						

Use Case	Supplier Response					
	Proposed solution currently supports scenario	Solution can support scenario with minor modification	Solution can support scenario, but with major modification	Can provide alternate means of addressing scenario	Scenario does not align with solution	Other
The solution will provide ability to add links to other websites						
The solution will provide the ability to add Hyperlinks and information to and about other key websites used in various validation processes						
The solution will provide ability to Supplier registration requirements						
The solution will provide PEs opportunities to evaluate suppliers						
The solution will provide Supplier Registration creation and approval capabilities						
The solution will enable Suppliers to create and maintain Supplier Master information, but approved by the Agency						
The solution will provide Suppliers the ability to maintain multiple contact Email Addresses for procurement document(s)						
The solution will provide Suppliers the ability to submit and track Diverse Business certification documentation and expiration dates						
The solution will provide Supplier(s) the ability to submit invoices through the portal						
The solution will require Supplier to match invoice line items to match PO line items during Invoice Verification process						



Use Case	Supplier Response					
	Proposed solution currently supports scenario	Solution can support scenario with minor modification	Solution can support scenario, but with major modification	Can provide alternate means of addressing scenario	Scenario does not align with solution	Other
The solution will provide hard stop error when "submitting" incorrect invoice required data						
The solution will provide "Live" data feed						
The solution will provide robust "RealTime" reporting						
The solution will provide integration with the Agency's website including attachments						
The solution will manage Portal User ID's. Active Directory capability (Optional)						
The solution will create and maintain passwords, logon data, locked accounts and help desk issue related to the portal						
The solution will provide application support services (Helpdesk, online CHAT, etc.) to both PEs and Suppliers						
The solution will provide an intuitive user interface with Context-sensitive help functionality						
The solution will provide the ability to send mass email notifications to all PEs and Suppliers or isolated Suppliers based on their product categories and/or geographical areas.						

The solution provider must provide Mobile Notification and Approval capabilities						
The solution will provide a Bulletin Board (Dashboard) functionality to post messages and alerts.						

SECTION 3

FINANCIAL PROPOSAL - STANDARD FORMS

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

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



FORM FIN-1: FINANCIAL PROPOSAL SUBMISSION FORM

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

[>>>Location>>>]

[>>>Date>>>]

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

To: **The Chief Executive Officer Eswatini Public Procurement Regulatory Agency**
Rhus office Park P.O. Box 9665 Mbabane

Dear Sirs:

We, the undersigned, declare that:

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

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

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

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

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

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



FORM FIN-2: Summary of Proposal or Activity Cost

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

[Commissions and gratuities, if any, paid or to be paid to agents by Consultants and related to the assignment should be listed]

Cost item	Cost (SZL)	Cost (other currency) (if applicable)	Cost (other currency) (if applicable)
Fees (provide detailed rates and descriptions)			
Reimbursable costs ¹ (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]

¹ Local transportation costs are not to be included, if local transportation is being made available by the Agency. Similarly, the project site, office rent/accommodations/clerical assistance costs are not to be included if being made available by the Agency.



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.

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. 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 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.
 - (b) Final reports shall be delivered in CD ROM in addition to the hard copies specified in 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 quantity delivered or 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.