

Technical Proposal- Standard Forms

FORM TECH-9: DECLARATION OF ELIGIBILITY

[The Consultancy firm 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 Consultancy firm, Address, and Date>>>]

To: The CEO
EIPA
P.O. Box 4194
Mbabane

Dear Sirs,

Re: RFP Reference: EIPA-RFP Q4 2021/2022

We hereby declare that: -

(a) I/We, including any joint venture partners or consortium partners, are a legal entity and have the legal capacity to enter into the contract;

(b) I/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) I/We have fulfilled our obligations to pay taxes and social security contributions;

(d) I/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) I/We do not have a conflict of interest in relation to the procurement requirement.

Signed

Authorised Representative

Date

Financial Proposal – Standard Forms

Section 3

FINANCIAL PROPOSAL - STANDARD FORMS

Financial Proposal Standard Forms shall be used for the preparation of the Financial Proposal according to instructions provided under para. 10 of the 'Instructions to Consultants'.

FIN-1 Financial Proposal Submission Form

FIN-2 Summary of Proposal or Activity Costs

FIN-3 Summary of Fees



Financial Proposal – Standard Forms

FORM FIN-1: FINANCIAL PROPOSAL SUBMISSION FORM

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

[>>>Location>>>]

[>>>Date>>>]

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

To: [>>>Name and address of Procuring Entity>>>]

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 total price of our proposal is Emalangani: [>>insert the total proposal price in words and figures>>], inclusive of local taxes *[amend if local taxes are not required to be included]*;

(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]*

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FORM FIN-2: Summary of Proposal or Activity Cost

[Note to Consultancy firm s: Consultancy firm(s) 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 the Consultancy firm(s) and related to the assignment should be listed]

Cost Item	Cost (SZL)
Fees <i>(provide detailed rates and descriptions)</i>	
Reimbursable costs ¹ <i>(provide detailed rates and descriptions)</i>	
Local taxes <i>(provide detailed rates and descriptions)</i>	
Total	

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



Financial Proposal – Standard Forms

FORM FIN - 3 BREAKDOWN OF COSTS BY ACTIVITY

Item#	Activity	1	2	3	4	5	6	7	8



Terms of Reference

REQUEST FOR PROPOSALS (RFPs) AMENDMENTS AND DEVELOPMENT OF POLICIES

1. PREAMBLE

Eswatini Investment Promotion Authority is inviting reputable registered consultancy firms or individuals, with relevant experience to undertake the exercise of Amending and Developing EIPA Policies.

2. BACKGROUND

EIPA has a staff complement of Thirty Seven employees, comprising of six (6) departments. EIPA is responsible for investment and trade in Eswatini.

3. OBJECTIVE

The objective of this consultancy is to review and amend existing EIPA policies and then develop new policies for the Authority for best practise.

4. SCOPE OF WORK

The work to be undertaken by the Consultancy firm include but not limited to the following:

- Discipline and Grievances Procedures
- Code of Ethics
- Employee Benefits
- Performance Management System
- Training and Development Policy
- Staffing and Recruitment Policy
- Transport Procedures Policy
- Staff Uniform Policy
- Wellness Policy
- Remuneration Policy
- HR Information Administration Policy
- Health and Safety Policy
- HIV and Aids Policy and Procedure
- Sexual Harassment Policy

OUTPUTS / DELIVERABLES:

The consultant will submit to EIPA the following detailed reports;



1. Inception Report
2. Progress Reports (number of progress report with depend on their findings)
3. Final report,

FIRM EXPERIENCE

1. The consulting firm required for this assignment should have a minimum of five years of experience in amendment and development of policies.
2. Good in both communication (verbal and writing) skills
3. The team leader should have a minimum of Master's degree in public policy / public management or any related field, obtained from a reputable university or institution.
4. Work experience with provable capability in policy development and amendment in public sector.

General Conditions of Contract

General Conditions of Contract

A. GENERAL PROVISIONS

1. Definitions

1.1. 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 a legally-established professional consulting firm or Entity that will provide the Services to the Authority under the signed Contract.

(d) "Contract" means the legally binding written agreement signed between the Authority and the Consultant and which includes all the attached documents listed in its paragraph 1 of the Form Tech-6 of Contract (the General Conditions (GCC), the Special Conditions (SCC), and the Appendices).

(e) "Day" means a working day unless indicated otherwise.

(f) "Effective Date" means the date on which this Contract comes into force in accordance with clause 1.10 of Proposal Data Sheet.

(g) "Experts" means, collectively, Key Experts, Non-Key Experts, or any other personnel of the Consultant, Sub-consultant or JV member(s) assigned by the Consultant to perform the Services or any part thereof under the Contract.

(h) "Foreign Currency" means any currency other than the currency of The Kingdom of Eswatini.

(i) "GCC" means these General Conditions of Contract.

(j) "Government" means the government of The Kingdom of Eswatini.



(k) “Joint Venture (JV)” means an association with or without a legal personality distinct from that of its members, of more than one entity where one member has the authority to conduct all businesses for and on behalf of any and all the members of the JV, and where the members of the JV are jointly and severally liable to the Authority for the performance of the Contract.

(l) “Key Expert(s)” means an individual professional whose skills, qualifications, knowledge and experience are critical to the performance of the Services under the Contract and whose Curricula Vitae (CV) was taken into account in the technical evaluation of the Consultant’s proposal.

(m) “Local Currency” means the currency of The Kingdom of Eswatini.

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(n) “Party” means the Authority or the Consultant, as the case may be, and “Parties” means both of them.

(o) “SCC” means the Special Conditions of Contract by which the GCC may be amended or supplemented but not over-written.

(p) “Services” means the work to be performed by the Consultant pursuant to this Contract, as described in Section 1 (L).

(q) “Sub-consultants” means an entity to whom/which the Consultant subcontracts any part of the Services while remaining solely liable for the execution of the Contract.

(r) “In writing” means communicating in written form with a proof of receipt.

(s) “Contract Price” means the price to be paid for the performance of the services.

1. Law Governing Contract

1.1. This Contract, its meaning and interpretation, and the relation between the Parties shall be governed by the Applicable Law.

2. Language

2.1. 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.

3. Delivery of Notice

3.1 Any notice required or permitted to be given or made pursuant to this Contract shall be in writing. Any such notice 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 data sheet.

4. Location



4.1. The Services shall be performed at such location whether in the Government's country or elsewhere, as the Authority may approve.

5. Authority of Member in Charge

5.1. In case the Consultant is a Joint Venture, the members hereby authorize the member specified in the **SCC** to act on their behalf in exercising all the Consultant's rights and obligations towards Authority under this Contract, including without limitation the receiving of instructions and payments from the Authority.

General Conditions of Contract

6. Authorized Representatives

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

7. Corrupt and Fraudulent Practices

7.1. The Authority requires compliance in regard to corrupt and fraudulent/prohibited practices as set forth clause 23.

8. Commissions and Fees

8.1. The Authority requires the Consultant to disclose any commissions, gratuities or fees that may have been paid or are to be paid to agents or any other party 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 or the other party, the amount and currency, and the purpose of the commission, gratuity or fee. Failure to disclose such commissions, gratuities or fees may result in termination of the Contract and/or sanctions by the government laws.

9. Taxes and Duties

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

B. COMMENCEMENT, COMPLETION, MODIFICATION AND TERMINATION OF CONTRACT

1. Effectiveness of Contract

1.1. This Contract shall come into effect on the date the contract is signed by both parties or later date as stated on the SCC (Proposal data sheet)

2. Modifications or Variations

2.1. 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 both Parties. However, each Party shall give due consideration to any proposals for modification or variation made by the other Party.



3. Termination of Contract for Failure to Become Effective

- By the Authority

3.1. The Authority may terminate this contract in case of failure to disclose any interest the consultant may have as specified by SCC (clause 2.3). The Authority shall give not less than 25 days written notice of termination to the Consultant.

3.2 If the Consultant become insolvent or bankrupt.

General Conditions of Contract

3.3 If the Authority in its sole discretion and for any reason whatsoever decides to terminate this contract.

3.4 If as a result of Force Majeure, the Consultant is unable to perform a material portion of the Service for a period of not less than sixty days.

3.5 If the Consultant, in the judgement of the Authority has engaged in corrupt or fraudulent practices in competing for or in executing the contract.

- By the Consultant

3.6 If the Authority fails to comply with any final decision reached as a result of arbitration.

3.7 If the Authority is in material breach of its obligations pursuant to this Contract and has not remedied the same within Forty Five (45) days or such longer period as the Consultant may have subsequently approved in writing following the receipt by the Authority of the Consultant's notice specifying such breach.

3.8 If the Authority fails to pay any money due to the Consultant pursuant to this contract and not subject to dispute hereof within forty five (45) after receiving written notice from the Consultant that payment is overdue.

- Payment upon Termination

Upon termination of this contract (either by the Authority or by the Consultant), the Authority shall make the following payments to the Consultant.

(i) Remuneration for Services satisfactorily performed prior to the effective date of termination, pursuant to clause GCC F.

(ii) Except in the case of termination pursuant to paragraphs (3.1) to (3.2) and (3.5) of Clause GCC 3 reimbursement of any reasonable cost incident to the prompt and orderly termination of this Contract, including the cost of the return travel of the Experts.

4. Commencement of Services

4.1 Consultant shall begin carrying out the Services not later than the number of days after the Effective date specified in the SCC.



5. Expiration of Contract

Unless terminated earlier pursuant to GCC clause 3, this contract shall expire at the end of the time period after the Effective Date as defined in the SCC.

6. Force Majeure

- Definition

6.1 For the purposes of this Contract, “Force Majeure” means an event which is beyond the reasonable control of a Party, is not foreseeable, is unavoidable, and makes a Party’s performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible under the circumstances,

General Conditions of Contract

and subject to those requirements, includes, but is not limited to, war, riots, civil disorder, earthquake, fire, explosion, storm, flood or other adverse weather conditions, strikes, lockouts or other industrial action confiscation or any other action by Government agencies.

6.2. No Breach of Contract

The failure of a Party to fulfill any of its obligations hereunder 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 has taken all reasonable precautions, due care and reasonable alternative measures, all with the objective of carrying out the terms and conditions of this Contract.

6.3. Measures to be Taken

A Party affected by an event of Force Majeure shall notify the other Party of such event as soon as possible, and in any case not later than fourteen (14) calendar days following the occurrence of such event, providing evidence of the nature and cause of such event, and shall similarly give written notice of the restoration of normal conditions as soon as possible.

6.4 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.

C. OBLIGATIONS OF THE CONSULTANT

1. General

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, material and methods. The Consultant shall always act, in respect of any matter relating to this contract or to the Services, as a faithful advisers to the Authority, and shall at all times support and safeguard the Authority’s legitimate interest in any dealings with the third parties.



2. Conflict of Interests

The Consultant shall hold the Procuring Entity's interests paramount, without any consideration for future work, and strictly avoid conflict with other assignments or their own corporate interests.

2.1 Consultants Not to Benefit from Commissions, Discounts, etc.

The payment of the Consultant pursuant to Clause GCC F 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

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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.

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. Confidentiality

Except with the prior written consent of the Authority, 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.

4. Consultant's Actions Requiring Authority's Prior Approval

The Consultant shall obtain the Authority'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,

5. Reporting Obligations

(a) The Consultant shall submit to the Authority the reports and documents specified in SCC hereto, in the form, and within the time.

(b) Final reports shall be delivered in soft copy and in hard copy to the relevant office approved by the Authority.

D. CONSULTANT'S PERSONNEL

1.1 Description of Key Personnel

The Consultant shall employ and provide such qualified and experienced Personnel with minimum qualification as described in the SCC to carry out the Services.

1.2 Removal and/or Replacement of Personnel



(i) Except (leader) as the Authority 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 death, medical incapacity, it becomes necessary to replace any of the Key Personnel, the Consultant shall provide as a replacement a person of equivalent or better qualifications.

(ii) If the Authority finds that any of the Key Personnel have committed serious misconduct or have been charged with having committed a criminal action, or shall the Authority determine that the Consultant's key personnel have engaged in corrupt, fraudulent, collusive, coercive, or obstructive practice while performing the

General Conditions of Contract

Services, the Consultant shall, at the Authority's written request provide a replacement.

(iii) The Consultant shall have no claim for additional costs arising out of or incidental to any removal and/or replacement of Personnel.

E. OBLIGATIONS OF THE AUTHORITY

1. Assistance

The Authority shall use its best efforts to assist the Consultant with any documents or assistance that will enable the Consultant to perform the Services.

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 in the local currency.

F. PAYMENTS TO THE CONSULTANT

1. Payment

Payments under this Contract shall not exceed the amount specified in the SCC and shall be for the actual quantity delivered or performed for this Contract. The currency used in this contract is the local currency (Emalangeni)

2. Payment for Additional Services

For the purpose of determining the remuneration due for additional services may be agreed by both Parties, a breakdown of the unit prices and reimbursable as specified in Section 3, will be submitted by the Consultant and approved by the Authority.

3. 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 hereto, or in such other form, as the Authority 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 Authority specifying the amount due.

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G. FAIRNESS AND GOOD FAITH

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.

H. SETTLEMENT OF DISPUTES

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.

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 referred to by either Party to the adjudication/arbitration for settlement.

