

ESWATINI DEVELOPMENT FINANCE CORPORATION (FINCORP)

REQUEST FOR PROPOSALS

FOR

CONSULTANCY SERVICES FOR THE PROVISION OF JOB EVALUATION AND SALARY REVIEW EXERCISE

TENDER NUMBER: FIN-RFP-01/2022/2023

DATE: 16 June 2022

1.1 PREAMBLE

Eswatini Development Finance Corporation (FINCORP) hereby invites competent, registered and reputable individuals and/or companies to submit bids for the provision of a Job evaluation, market positioning and pay scale design exercise.

FINCORP will select a consultant in accordance with the method of selection specified in the attached Data Sheet. The request for proposals document constitutes the contract of engagement on award of the tender. Aspects of this tender shall be deemed as binding and part of the contract for award.

Unless the contrary intention is indicated, these Terms of Reference are to be interpreted in the same manner as contained in the definition section and relevant legislation.

If a date stipulated for doing an act in relation to the RFP is not a business day (being any day which is not a Saturday, Sunday or a public holiday in the Kingdom of Eswatini, the act must be done on the next business day. This tender is open to local and international service providers.

2 TERMS OF REFERENCE



2.1 FINCORP through its drive to attain best practice status, wishes to review its current salary structure and further review the benefits structure of the organisation through an effective job evaluation and salary review exercise to establish the real worth of jobs within its organization structure, and further align the jobs with market remuneration.

3 BACKGROUND

3.1 FINCORP has deemed it fit to embark on revising the job and salary structure to address inequities and disparities in similar functions in the organisation's organogram in comparison to market related jobs and remuneration policies.

3.2 FINCORP anticipates that an effective job evaluation and salary review exercise will assist in ensuring that initiatives embarked on by FINCORP around the area of performance management and talent management with the aim of retaining high performing staff members will be accomplished with an effective job grading and salary review exercise.

4 OBJECTIVES

4.1 To review the current job grades and pay structure of FINCORP in comparison to market related practices.

4.2 To undertake a comprehensive Job Analysis and Job Evaluation exercise to determine the relative worth of jobs within FINCORP and inform the development of an equitable and market related salary and benefit structure.

4.3 To address inequities and disparities in similar functions performed in other market related activities.

5 SCOPE OF ASSIGNMENT

5.1 Job Evaluation

5.1.1 Evaluate all FINCORP Group job descriptions, and further advice on appropriate job grading system for the organisation.

5.1.2 Analyse the Jobs / Functions within FINCORP organogram

5.1.3 Effectively benchmark and classify jobs classifications in line with relevant and applicable organizational structure of related markets

5.1.4 The Consultant shall review the job descriptions of all positions both filled and vacant to ensure that they are comprehensive and in line with the business of FINCORP and to ascertain possible gaps within the job descriptions and advise on remedies for identified gaps.

5.1.5 Review the job descriptions to ensure that they are comprehensive and are a true reflection of key performance areas and indicators of the specific jobs and integrate these to the performance management scorecards.

5.2 Market Positioning and Pay Scale design

5.2.1 Carry out a remuneration benchmark with similar organizations.

5.2.2 Propose an appropriate FINCORP Group remuneration and benefits (including 13th cheque) structure aligned with market remuneration levels and advice on a suitable method to maintain the salary structure.

5.2.3 Present remuneration review findings to management and employee representatives and advise on treatment of outliers (e.g. red circled employees).

5.2.4 Train the job evaluation committee on the recommended job grading system.

5.2.5 Develop a remuneration policy.

6 TENDER COSTS

6.1 FINCORP will not be liable for any expense or loss, which may be incurred by any Consultant in the preparation or submission of its Proposals. The Consultant is responsible for all costs associated with preparing a Tender Response.

6.2 Consultants must, at their own expense, inform themselves of all circumstances and conditions relating to submitting Proposals and providing the supplies. This includes compliance with all legislation and satisfying themselves as to the correctness and sufficiency of the Invitation to Tender documentation

6.3 FINCORP reserves the right not to accept any tender and to annul the selection process at any time prior to contract award, without thereby incurring any liability to the Tenderers.

7 INSTRUCTIONS TO CONSULTANTS

7.1 Consultant's attention is drawn to the general conditions of the tender process.

7.1.1 This tender document constitutes the contract of engagement on award of the tender. Aspects of this tender shall be deemed as binding and part of the contract for award.

7.1.2 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 assigned Contract with the selected Consultant

- 7.1.3 Completed proposals under sealed cover with consultant's name and addresses on reverse side of the envelope must be made and addressed to the Chairperson, Tender Committee, P.O. Box 6099, Mbabane and delivered not later Than **12 Noon 15 July 2022**. Tenders will be opened on the same day at **12:05pm** and all tenderers are invited to attend. The Tender Number should be clearly marked on the front of the tender envelop being submitted.
- 7.1.4 All Proposals must be provided in English Language.
- 7.1.5 Late or telegraphic proposals will not be accepted.
- 7.1.6 FINCORP does not bind itself to accept any or the lowest tender.
- 7.1.7 The validity period of the Tender shall be 120 days from the date of submission.
- 7.1.8 The Client will timely provide, at no cost to the Consultants, the inputs and facilities specified in the Data Sheet, assist the firm in obtaining licenses and permits needed to carry out the services, and make available relevant project data and reports.
- 7.1.9 Any time before the submission deadline, FINCORP may issue an addendum to the Tender document and publicise the addendum on the ESPPRA website. The Tenderers will be allowed at least one week before the tender submission deadline, to effect the changes to bidding document. Where necessary, the deadline for submission to effect the changes to bidding document. Where necessary, the deadline for submission would be extended. This will be applicable whenever there are major errors or omissions to tender documents noted by FINCORP before the submission deadline.
- 7.1.10 All Tenderers are required to provide contact email addresses to FINCORP through which they will be notified of the intention to award on the day that the Intention is sent to the Eswatini Public Procurement Regulatory Agency (ESPPRA).

7.2 Modification or Withdrawals of Tenders

- 7.2.1 Tenderers may modify, or withdraw the tender prior to the deadline for the submission of Tenders.
- 7.2.2 The modification or notice of the withdrawal shall be effective if it is received by FINCORP prior to the deadline for submission of tenders

7.3 Addendum for Clarifications and Amendments of Tender Documents

- 7.3.1 FINCORP may vary, update or clarify the Invitation to Tender document at any time before the stated time and date for closing of the Invitation to Tender through the issue of an Addendum as specified in 7.2.1 above. Such variations, clarifications or updates may emanate from FINCORP's own initiative or in response to a clarification requested by any Tenderer. Any amendment shall be communicated for the benefit of all potential tenderers. FINCORP may, at her discretion, extend the deadline for the submission of Tenders if the amendment is substantial.

- 7.3.2 No explanation or amendment to the Invitation to Tender will be binding unless in



the form of an Addendum. Any Addendum issued under this clause will become part of this Invitation to Tender.

7.3.3 It is the sole responsibility of Tenderers to ensure that the contact details provided are correct and up-to-date in order for them to receive an Addendum.

7.3.3 All queries relating to the Tender, technical or otherwise, must either be in writing form of a letter or by email only and will be attended to by FINCORP only in respect of the queries received up to (10) days before the submission date. FINCORP will reply, without any obligation in respect thereof, every reasonable query raised by the Tenderers in the manner specified.

7.4 Right to Reject Bids

7.4.1 FINCORP reserves full and unconditional rights to reject the response to this tender if it is not in accordance with its requirements and no correspondence will be entertained by the Organisation in that matter. The conditions for rejection shall be if:

- a) It is received after expiry of the due date and time;
- b) It is not in conformity with the instructions mentioned in this tender document;
- c) It is not properly or duly signed;
- d) It is received through Telex/Telegram/Fax/E-mail;
- e) It is incomplete including non-furnishing of the required documents;
- f) It is evasive or contains incorrect information;
- g) There is canvassing of any kind;
- h) It is submitted anywhere other than the place mentioned in the tender;

8 Preparation of Proposals

8.1 Structure of the Technical proposal

8.1.1 The tenderer shall submit a signed Declaration of Eligibility and Tender Form in the formats provided in Annexure 1 and Annexure 2, respectively.

8.2 Background of the Organisation

8.2.1 The tenderer is expected to give background information of their organisation and staff, which must at minimum cover the following:

8.2.2 Company profile and similar projects completed by the firm (Consortiums should provide company profiles for each and every member)

8.2.3 Profile of the team members (e.g. qualifications, experience and professional affiliation)

8.2.4 The physical address of the organisation

8.3 Approach and Methodology

8.3.1 Bidder's must demonstrate a comprehensive understanding of the assignment and must include but not limited to:

- a) Detailed and comprehensive approach and methodology to be adopted for the assignment
- b) A clear workplan
- c) Manpower plan and associated manhours to be worked by each team member
- d) Comments or suggestions on the Terms of Reference

8.4 Local Participation and Knowledge Transfer

8.4.1 The desired Consultant is expected to demonstrate a deliberate strategy and initiatives for knowledge transfer and local participation. This can be, among other things, through local partnerships and training of local participants. At the end of the study, the Consultant is expected to train FINCORP staff and other relevant stakeholders on the application and use of models developed. At a minimum, a training plan must be proposed.

8.5 Attachments – Statutory Documents and Curriculum Vitae

8.5.1 The tender documents must include all the statutory and other documents as provided in the data sheet with curriculum vitae of all key team members showing detailed academic credentials, work experience and professional affiliation. Any other information about the team members' credentials, which in the opinion of the consultant can add value, can also be included in this section.

8.5.2 The Technical Proposal shall not include any financial information. A Technical Proposal, which contains financial information, may be declared nonresponsive.

8.6 Structure of Financial Proposals

8.6.1 The Financial Proposal shall be prepared using the attached Standard Forms. It shall list all costs associated with the assignment, including (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.

- 8.6.2 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.
- 8.6.3 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, levies) on amounts payable by the Client under the Contract.
- 8.6.4 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.

9 Pricing

- 9.1 Tenderers shall express the price / rates of their services in Emalangeni (E).
- 9.2 Tender prices/rates shall be inclusive of:
- a) VAT (where applicable);
 - b) Any form of levy or charge such as customs and excise, tax, sales duty, surcharge or discount must be included in the tender price(s).
- 9.3 Any Schedule of Prices/Rates, which is included in the RFP shall be completed and lodged with the Tender.
- 9.4 Pricing shall be submitted for each item in the Schedule against which a price is offered and **SHALL BE VALID FOR THE DURATION OF THE CONTRACT.**

10.EVALUATION OF TENDERS/ CRITERIA

- 10.1 The tender evaluation shall be in two-folds. First will be the technical evaluation, which will then be followed by the financial evaluation only for consultants that surpassed the minimum score for technical proposals. It is therefore mandatory for bidders to submit a technical proposal separate from the financial proposal, each wrapped in own sealed envelope and clearly marked “Technical Proposal” and “Financial Proposal”, respectively. The weights for the evaluation are as follows:

Technical Proposal – 70%
Financial Proposal – 30%

10.2 Technical Evaluation

EVALUATION CRITERIA	RATING
1. Specific experience of the Consultants relevant to the assignment:	<u>25</u>
2. Adequacy of the proposed methodology and work plan in responding to the Terms of Reference:	
a) Technical approach and methodology	<u>15</u>
b) Work plan	<u>15</u>
c) Organization and staffing	<u>15</u>
3. Key professional staff qualifications and competence for the assignment:	
a) Relevant Experience of Team Leader	<u>10</u>
b) Relevant Experience of the whole Team	<u>10</u>
4. Participation of local entities or Eswatini National(s) and demonstration of deliberate strategy and initiatives for knowledge transfer to FINCORP staff, and local partners and participants.	<u>10</u>
Total	<u>100</u>

10.3 Financial Evaluation

10.3.1 Only financial proposals of bidders that surpassed the defined minimum score from the technical proposal shall be evaluated. The lowest priced bid will be given a financial score of 100. All other bids shall be allocated a financial score that is inversely proportional to the lowest price evaluated as demonstrated by the formula below:

$$\text{Financial Score (Fs)} = \frac{\text{Lowest bid price}}{\text{Price of bid Under Consideration}} \times 100$$

10.4 Final Evaluation

10.41 The weighted technical and financial scores shall be added together to give a total score for each proposal. The proposal with the highest score shall be recommended for an award of a contract. This score shall be determined as follows:

$$\text{FV} = \text{Ts} \times \text{T\%} + \text{Fs} \times \text{P\%},$$

where FV is the Final Score, Ts is the bid technical score, T% is the defined weight of the technical proposal, Fs is the bid financial score and P is the weight of the financial proposal.



DATA SHEET	
Name of the Client: ESWATINI DEVELOPMENT FINANCE CORPORATION	
Method of selection: Quality and Cost Basis	
Tender Description: The Procurement of Consultancy services for the provision of job evaluation and Salary Review FIN-RFP-01/2022/2023	
Scope of work:	
<ol style="list-style-type: none"> 1. Review, update and evaluate all FINCORP Group job descriptions, and further advise on an appropriate job grading system for the organization. 2. Carry out a remuneration benchmark with similar organizations. 3. Propose an appropriate FINCORP Group remuneration and benefits (including 13th cheque) structure aligned with market remuneration levels and advice on a suitable method to maintain the salary structure. 4. Present remuneration review findings to management and employee representatives and advise on treatment of outliers (e.g. red circled employees). 5. Train the job evaluation committee on the recommended job grading system. 6. Develop a remuneration policy. 	
A compulsory pre-proposal meeting will be held: No	
Date of & Time of Submission: 15 July 2022, 12:00 Noon	
Tender Opening Meeting: 15 July, 12:05pm	
Eligibility: This tender is open to local and international tenderers.	
Clarifications may be requested not later than 8 July 2022 The Contact Person for Clarifications is Mr. Zakhele Dlamini, tel: 2409 2000, email: zakheled@fincorp.co.sz - -	
The Consultant shall submit one (1) original and four (4) copies of the Technical Proposal and one (1) original Financial Proposal inclusive of the following documents <ol style="list-style-type: none"> 1. Company profile 2. Certified copy of valid Trading License 3. Original and Valid Tax Compliance Certificate 4. Certified copy of a current Labour Compliance Certificate 5. Certified copy of ENPF Certificate 6. Certified copy of Form J and Form C (Company Ownership and Shareholding) 7. Financial Statements for the previous year 	



<p>8. Names and Contacts of at least five (5) Reference Customers 9. Certified copy of a Certificate of Incorporation</p>	
<p>Taxes: Prices quoted must be inclusive of VAT where applicable</p>	
<p>The currency to be used in the quotes is Eswatini Emalangeni</p>	
<p>The tender submission address is: FINCORP, INTFUTFUKO BUILDING, CORNER OF GWAMILE AND SECOND FLOOR, MBABANE</p>	<p>GWAMILE AND GWAMILE AND</p>
<p>The tender evaluation shall be in two-folds. First will be the technical evaluation, which will then be followed by the financial evaluation only for construction projects. A minimum score for technical proposals. It is therefore mandatory for bidders to submit a technical proposal separate from the financial proposal, each wrapped in own sealed envelope and clearly marked "Technical Proposal" and "Financial Proposal", respectively. The weights for the evaluation are as follows:</p> <p>Technical Proposal – 70% Financial Proposal – 30%</p> <p>Technical Proposals</p> <ol style="list-style-type: none"> 1. Specific experience of the Consultants relevant to the assignment: 25 2. Technical approach and methodology 15 3. Work plan 15 4. Organization and staffing 15 5. Relevant Experience of Team Leader 10 6. Relevant Experience of the whole Team 10 7. Participation of local entities or Eswatini National(s) and demonstration of deliberate strategy and initiatives for knowledge transfer to FINCORP staff, and local partners and participants. 10 <p>Total Points 100</p> <p>The minimum technical points to pass is 80</p> <p>Financial Evaluation</p> <p>Financial Score (Fs) = Lowest bid price/Price of bid Under</p> <p>Consideration × 100</p> <p>Financial Evaluation</p> <p>The weighted technical and financial scores shall be added together to give a total score for each proposal. The proposal with the highest score shall be recommended for an award of a contract. This score shall be determined as follows:</p> <p>$FV = Ts \times T\% + Fs \times P\%$</p>	



where FV is the Final Score, Ts is the bid technical score, T% is the defined weight of the technical proposal, Fs is the bid financial score and P is the weight of the financial proposal.

The minimum Technical Score (St) required to pass is: 80 (EIGHTY)

CONTRACT TERMS AND CONDITIONS

1. DEFINITIONS

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

“The Contract”

means the agreement entered into between the Procuring Entity and the Consultant, as signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.

“The Contract Price”

means the price payable to the Consultants under the Contract for the full and proper performance of its contractual obligations.

“The Consultant”

means any entity or person that may provide or provides the Services for the Client under the Contract.

“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.

“The Procuring Entity”

means Eswatini Development Finance Corporation (Fincorp)

“The Consultant”

means the individual or firm supplying the Services under this Contract.

“RFP”

means this Request for Proposals

“Proposal”

means the Technical Proposal and the Financial Proposal

“Data Sheet”

means such part of the Instructions to Consultants used to reflect specific assignment conditions

2. APPLICATION

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

3. SKILLS, CARE AND DILIGENCE

3.1 The Consultant shall exercise all professional skills, care and diligence in the performance of the services under the Contract and shall carry out its responsibility at the best professional engagement.

4. USE OF CONTRACT DOCUMENTS AND INFORMATION

4.1 The Consultant shall not, without the Procuring Entity's prior written consent, disclose the Contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the Procuring Entity in connection therewith, to any person other than a person employed by the Consultant in the performance of the Contract. Disclosure to any such employed person shall be made in confidence and shall extend only so as may be necessary for purposes of such performance.

4.2 The Consultant shall not, without the Procuring Entity's prior written consent, make use of any document or information enumerated in Clause 4.1 except for purposes of performing the Contract.

4.3 Any document, other than the Contract itself, enumerated in Clause 4.1 shall remain the property of the Procuring Entity and shall be returned (in all copies) to the Procuring Entity on completion of the Consultant's performance under the Contract if so required by the Procuring Entity.

5. COPY RIGHTS

5.1 The copyright of all documents prepared by the Consultant in connection with the Project shall be vested with FINCORP.

5.2 The Consultant may take copies of such documents but shall not use the contents thereof for any purposes unrelated to the Contract without the prior written consent of FINCORP.

6. RELAXATION

6.1 No latitude, extension of time or other indulgence which may be given or allowed by any party to any other party in respect of the performance of any obligation hereunder or enforcement of any right arising from this agreement and no single or partial exercise of any right by any party shall under any circumstances be construed to be an implied consent by such party or operate as a waiver or a novation of, or otherwise affect any of that party's rights in terms of or arising from

this contract or stop such party enforcing, strict and punctual compliance with each and every provision or terms hereof

7. PERSONNEL

7.1 The personnel of the Consultant shall all be involved, each within his/her expertise and experience in the execution of the project.

8. PAYMENT

8.1 The method and conditions of payment to be made to the Consultant under this Contract shall be specified in the Contract document.

8.2 The Consultant's request(s) for payment shall be made to the Procuring Entity in writing, accompanied by an invoice describing, as appropriate, the services delivered and services performed, and upon fulfilment of other obligations stipulated in the Contract.

8.3 Payment shall be made promptly by the Procuring Entity, but in no case later than thirty (30) days after submission of an invoice or claim by the Consultant unless otherwise stated in the Contract.

9. PRICES

9.1 Prices charged by the Consultant for services delivered and services performed under the Contract shall not vary from the prices quoted by the Consultant in its tender.

9.2 All such prices shall be valid and fixed for a period of one (1) year.

10. OBLIGATIONS OF FINCORP

10.1 Furnish data and information

10.1.1 FINCORP shall:

- a) Furnish without charge and within a reasonable time all pertinent data and information requests by the Consultant in executing this Contract.
- b) Give such assistance as shall be reasonably required by the Consultant for the carrying out of its duties under the Contract.
- c) Give decisions on all reports, documents, recommendations and other matters properly referred to for decision by the Consultant in such reasonable time as not to delay or disrupt the performance by the Consultant of its obligations under this Contract.

10.1.2 Approval of amended documents

10.1.3. Where FINCORP approved a report or document subject to modification by the Consultant, the changes requested shall be incorporated into the document within a reasonable period and in any case before the end of the Contract periods.

10.1.4 FINCORP shall deduct the withholding tax, where applicable, to ensure that the Consultant complies with the tax laws of Eswatini. FINCORP shall provide the Consultant with the withholding Tax Certificate.

11. CONTRACT AMENDMENTS

11.1 Subject to Clause 13, no variation in or modification of the terms of the contract shall be made except by written amendment signed by the parties.

12. ASSIGNMENT

12.1 The Consultant may not assign, in whole or in part, its obligation to perform under this Contract except with the Procuring Entity's prior written consent.

13. SUBCONTRACTS

13.1 The Consultant may not enter into any subcontract for performance hereunder unless the Procuring Entity shall have previously consented in writing to such consent or in the Contract, relieve the Consultant from any liability or obligation under the Contract.

14. DELAYS IN THE CONSULTANT'S PERFORMANCE

14.1 Delivery of the Services and performance of services shall be made by the Consultant in accordance with the time schedule prescribed by the Procuring Entity.

14.2 If at any time during performance of the contract, the Consultant or its subcontractor(s) should encounter conditions impeding timely delivery of the Services and Performance of Services, the Consultant shall promptly notify the Procuring Entity in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of Consultants' notice, the Procuring Entity shall evaluate the situation and may at its discretion extend the Consultant's time of performance, with or without liquidated damages, in which case the extension shall be ratified by the parties by amendment of the contract.

14.3 Except as provided under Clause 24, a delay by the Consultant in the Performance of its delivery obligations shall render the Consultant liable to the imposition of liquidated damages pursuant to Clause 18, unless an extension of time is agreed upon pursuant to Clause 17.2 without the application of liquidated damages.

15. LIQUIDATED DAMAGES

15.1 Subject to Clause 17, if the Consultant fails to deliver any or all of the Services or perform the services within the period(s) specified in the contract, the Procuring Entity shall, without prejudice to its other remedies under the Contract, deduct from the contract price, as liquidated damages, a sum equivalent to the 20%(percent) of the delivery price of the delayed Services or unperformed services for each week or part thereof of delay until actual delivery or performance, up to a

maximum deduction of 60% (percent). Once the maximum is reached, the Procuring Entity may consider termination of Contract.



16. TERMINATION FOR DEFAULT

16.1 The Procuring entity without prejudice to any other remedy for breach of Contract, by written notice of default sent to the Consultant, may terminate this contract in whole or in part:

- a) If the Consultant fails to deliver any or all of the Services within the period specified in the contract, or within any extension thereof granted by the procuring entity pursuant to Clause 17; or
- b) If the Consultant fails to perform any other obligation(s) under the contract.

16.2 In the event the Procuring entity terminates the contract in whole or in part, pursuant to clause 18.1, the Procuring Entity may procure, upon such terms and in manner as it deems appropriate, Services or services similar to those undelivered, and the Consultant shall be liable to the procuring Entity for any excess cost for such similar Services or services. However, the Consultant shall continue performance of the contract to the extent not terminated.

17 FORCE MAJEURE

17.1 Notwithstanding the provision of Clause 17, 18 and 19, the Consultant shall not be liable for liquidated damages or termination for default if and to the extent that it's delays in performance or other failure to perform its obligation under the contract is the result of Force Majeure.

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

18.3 If a Force Majeure situation arises, the Consultant shall promptly notify the Procuring Entity in writing of such condition and the cause thereof. Unless otherwise directed by the Procuring Entity in writing, the Consultant shall continue to perform its obligation under the contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the force majeure event.

18. TERMINATION FOR INSOLVENCY

18.1 The procuring Entity may at any time terminate the Contract by giving written notice to the Consultant if the Consultant becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the Consultant, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the Procuring Entity.

19. RESOLUTION OF DISPUTES

19.1 The Procuring entity and the Consultant shall make every effort to resolve amicably by direct informal negotiation any disagreement, disputes, or claim arising out of or in connection with the contract or the breach, termination, or validity thereof.

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

19.3 The arbitrator shall determine the matters in dispute in accordance with the laws in effect in Eswatini.

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

20. APPLICABLE LAW

20.1 The contract shall be interpreted in accordance with the laws and regulations in effect in the Kingdom of Eswatini.

21. NOTICES

21.1 Any notice given by one party to the other pursuant to this contract shall be sent to the other party in writing by personal delivery, mail, or e-mail or facsimile and, if by e-mail or facsimile, confirmed in writing to the other party's address specified in the special conditions of contract. Each party may change such address by notice to the other party.

22. TAXES AND DUTIES

22.1 The Consultant shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies incurred or imposed until delivery of the contracted Services to the Procuring Entity.

ANNEXURE 1: BID SUBMISSION FORM

[Note to Tenderers: This Bid Submission Form should be on the letterhead of the Company 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 tenderer with the submitted tender.]

[>>>Date>>>]

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

To: **The Chairperson**
FINCORP Tender Committee
P.O. Box 6099
Mbabane

Dear Sirs:

We, the undersigned, declare that:

(a) We offer to provide the service for [>>insert a brief description of the tender>>] in conformity with your invitation to tender;

(b) The schedule of prices of our proposal is attached.

(c) Our tender shall be valid for a period of [>>specify the number of calendar days>>] days from the date fixed for the tender submission deadline in accordance with the Tender, 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 tender for and on behalf of: *[insert complete name of Tenderer]*



ANNEXURE 2: DECLARATION OF ELIGIBILITY FORM

[Note to Tenderers: The Tenderer must provide a signed declaration on its company letterhead in the Following format. If the Tender is being presented by a joint venture or consortium, all members must each sign their own declaration.]

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

**To: The Chairperson
FINCORP Tender Committee
P.O. Box 6099
Mbabane**

Dear Sirs,

RE: Tender Reference:

We hereby declare that:-

1. We, including any joint venture partners or consortium partners, are a legal entity and have the legal capacity to enter into the contract;
2. 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;
3. We have fulfilled our obligations to pay taxes and social security contributions;
4. 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
5. We do not have a conflict of interest in relation to the procurement requirement.

Signed

Authorised Representative

Date

