National Emergency Response Council on HIV/ AIDS (NERCHA)

Request for Proposal for the

ELECTRONIC LOGISTICS MANAGEMENT INFORMATION SYSTEMS FOR CENTRAL MEDICAL STORES

Tender Ref. No: PP/CONS/09/2019

Tender Issue date: 7th JANUARY 2020

Tender Closing Date: 7th FEBRUARY 2020

National Emergency Response Council on HIV/AIDS (NERCHA)
Portion 738 Farm Emajika, Road, Mbabane | P.O. Box 1937, Mbabane
Email: procurement@nercha.org.sz
Website: http://www.nercha.org.sz

Request for Proposal

LETTER OF INVITATION

PP/CONS/09/2019;

Position title: MICROSOFT DYNAMICS NAVISION - WAREHOUSE MANAGEMENT SYSTEM FOR CENTRAL MEDICAL STORES

MBABANE, ESWATINI

7th January 2020

<To All bidders>

Dear Sir/Madam,

Subject: PP/CONS/09/2019; ELECTRONIC LOGISTICS MANAGEMENT INFORMATION SYSTEMS FOR CENTRAL MEDICAL STORES

1. The National Emergency Response Council on HIV and AIDS (hereinafter called "NERCHA" or "the Client"), invites your firm to submit technical and financial proposals to provide the following consulting services (hereinafter called "Services") **PP/CONS/09/2019;**
2. **Position title: ELECTRONIC LOGISTICS MANAGEMENT INFORMATION SYSTEMS FOR CENTRAL MEDICAL STORES**
3. More details on the Services are provided in the Terms of Reference (Section 1).
4. A firm/individual will be selected under Quality and Cost-Based Selection ("QCBS") procedures as described in this RFP, and the resulting contract will be a Lump Sum contract, as specified in the document.
5. Please inform us by 25th January 2020 in writing by E-mail to procurement@nercha.org.sz:

   (a) that you have received this Request for Proposals; and

   (b) whether you intend to submit a proposal or not.

6. Details on the proposal’s submission format, date, time and address are provided in the Proposal Data Sheet (Section 1) herein below.
7. All documents specified in ‘’Instructions to Consultants’’ must accompany the Technical Proposal.
8. The National Emergency Response Council on HIV and AIDS does not bind itself to accept the lowest or any proposal.
9. For further information please contact in writing: Procurement Manager, Email: procurement@nercha.org.sz

Yours sincerely,

National Executive Director
National Emergency Response Council on HIV and AIDS (NERCHA)

REQUEST FOR PROPOSALS DOCUMENT
TERMS OF REFERENCE

Feature requirement
Overall Areas of Implementation
Implement eLMIS at selected three (3) health facilities - these being Pigg's Peak Hospital, Dvokolwako Health Centre, and Lobamba Clinic
Use master data lists from Central WMIS (Microsoft Dynamics Navision) e.g. Product master data, Customer master data - to ensure ease of data communication and integration between Facility eLMIS and Central WMIS (Microsoft Dynamics Navision)
Develop, Test and implement an interface between Facility eLMIS and Central WMIS (Microsoft Dynamics Navision) to electronically process Sales Orders (Facility Requisitions) sent from facility eLMIS to Central WMIS (Microsoft Dynamics Navision) - perhaps through an inter-mediate API
Training of key staff on use and administration/deployment of eLMIS solution
Enable the target health facilities to electronically use eLMIS to generate a report and place an order (i.e. LMIS form) to the Central Medical Stores.
Develop, Test and implement an interface between Facility eLMIS and the Client Management Information System (CMIS) to automatically process/consume patient data already found in CMIS
Provide technical & financial proposal for implementing the Assets Management Modules for the Eswatini Bio-Med Unit
Requisitions (Ordering)
Support the routine Requisitioning Process (high-level, purchase order to CMS) with a configurable multi-step approval process
Review and authorize a sales requisition (Internal Facility/inter-departmental requisitions)
Configure a requisition and report template to support the Calculated Order Quantities based on the estimated need (i.e. AMC) - at all levels
Confirm approved order quantities (can edit values)
Reject a requisition for edits or changes by the initiator
Emergency Requisitions: Create, authorize, approve and convert to order emergency requisitions outside of the normal processing period schedule

Facility Stock Management
Perform a Purchase Order; Receipt; Return to Supplier; Sales/ Requisition; Stock transfer amongst Customers (health facilities or internal departments); Return from Customer
View Stock on Hand for a specific item or summary of all commodities.
Conduct a Physical Inventory (i.e. stock count/take) workflow by saving a draft and providing a final confirmation (second count)
Track the ins and outs of stock by making adjustments or recording issues and receipts (Create an Adjustment / Variance)
Define authorized product items for all levels i.e. Health Facility type, departments
Notification of stocked out products (can define validation parameters)
Notification of low stock (can define validation parameters)
Print the bin card or summary of stock on hand.
Ability to view current & draft Purchase Orders, Requisitions, Receipts etc
Process incoming orders (generated from requisitions)
Print pick and pack list
Generate a Proof of Delivery
Tracking batch/lot and expiry dates for all stock.
Automatic Reorder Triggers
Ability to Perform Cycle-Counts
Patient Dispensing
Ability to register Patients (or alternatively using the existing Client Management Information System (CMIS) Patient data)
Ability to Dispense medication to Patients (sometimes already prescribed through the CMIS)
Built-in reporting for medicine usage: enables users to report adverse drug events, medication errors, drug usage information, and allergies
Promote Workflow transparency i.e. For every Rx-Script (Prescription script) that WAS filled or is BEING filled you should be able to see how it moved through the workflow and where it currently is
Ability to track LOT# of dispensed medication to patient

Ability to track/determine medication costs per dispensing script
Availability of HARD to miss notes/comments entry
General Features
A web-based system accessible over LAN/WAN (hosted locally for speed purposes) yet accessible online
The system should enable administrative users to modify data elements, i.e. adding new facilities and products
Multiple user access: allows multiple users to work on the same database at the same time
Local full system ownership rights (Eswatini, full Administrative rights)
Low License fees - if at all.
Designed for Low-Infrastructure. Specifically designed to facilitate data collection in low-infrastructure environments from point-of-origin to the point-of-delivery, enabling timely review, aggregation, analysis, and forecasting.
Easy to Use. Save time training users with straight-forward user interface
Efficient. Increased supply chain visibility to better track wastage, leakage, reporting.
Give real-time notifications of actions required or of potential issues
Cost controls: provides cost, pricing, and inventory pricing models
Serve as a platform for global reminders, notifications and other operation messages
Adjustable modules and user privileges: allows modules to be added or removed and user access to be restricted
Voiding Methods/ mechanisms i.e. to cancel a transaction in its entirety or partially
Reporting and Analytics
Exception reports; invalid login attempts, downtime periods etc.
Refresh reports without rerunning
Rx-Script (dispensing script) report
Ability to provide a dashboard summarising all the activities of the system with levels of attentions
Visualization of data (through PowerBi, Tableau or an equivalent)

Have such reports as: • Facility Reporting rates • Non-reporting facilities • Stock Status summary report - health facility • Stock Status summary report - All health Facilities plus Central Level • Stock balance by facility and National aggregate • Stocked out products - and be able to filter tracer products, and selection of all products • Dispensed quantities by product - both facility and all facilities combined aggregate • Order quantities • Adjustment Summary • Order and Item fill rate - both facility and all facilities combined aggregate • Consumption report dispensed to patients • Issues reports to other facilities • All reports aggregated by region
Available Stock quantities with batches, expiry dates and bin locations
to capture detailed data on services provided, facility addresses, facility map coordinates, facility product catalogue and other relevant data.
Importable/exportable datasets: allows data to be transferred to Excel, XML and other platforms
Patient stub/docket to allow patient queuing (queue number and some other identifier)
Comprehensive All-in-One Stock-Status Report generation (includes SOH, Days-Out-Of-Stock, Consumption, AMC etc) for the Health Facility
ABC classification report based on stock value and movement in a year
Overview of 'On-Hold' product Items
Outstanding Purchase Orders report
Receipts by Accounts/Donor; Vendor; health Programme
Generally, ability to filter stock reports using any one or combination of the product’s attributes e.g. by product Group, category, program etc.
Software integration/support
Provide in-depth Super-User/ IT Training (aimed at building local DB & software administartion capabilities)
Provide User manual and online references or portal
Software Environment & Configuration Requirements
Provide tools for alerts due to serious violations of the systems access and controls and malfunctioning. The system should provide security measures.

Define the frequency of R&R submission to Central Level (but allows emergent/unscheduled submissions)
Configure locally hosted server to have a mirror server hosted offsite for backup purposes.
Secure layered environment, encryption support for key data elements e.g. passwords etc.
Provide offline capabilities
Multiple browser compatibility
OS independent
Maintenance Utilities e.g. secure DB backup, rollbacks, data recovery etc

SECTION 1

INSTRUCTIONS TO CONSULTANTS

DEFINITIONS

(a) "Client" means the National Emergency Response Council on HIV and AIDS (or "NERCHA").

(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 means 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 Client 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 the Kingdom 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 Client and the Consultant, and expected results and deliverables of the assignment.

Introduction

1.1 The Client 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 Client 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 Client's representative named in the Data Sheet to arrange for their visit or to obtain additional information on the pre-proposal 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 Client 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 Client 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.

Conflict of Interest

2.1 Consultants are required to provide professional, objective, and impartial advice and at all times hold the Client's interest's 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 Client 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 Client. 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 Client in the privatization of public assets shall not purchase, nor advise 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 Client'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, subject to the discretion of the Client.

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 Client, 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.

Association

3.1 If a shortlisted Consultant could derive a competitive advantage from having provided consulting services related to the assignment in question, the Client 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.

Commissions

4.1 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.

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.

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 Client will make its best effort to complete negotiations within this period. Should the need arise, however, the Client 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.

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 Client's address indicated in the Data Sheet. The Client 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 Client 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 Client 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 Client may, if the amendment is substantial, extend the deadline for the submission of Proposals.

Preparation of Proposals

8.1 The Proposal, as well as all related correspondence exchanged by the Consultants and the Client, 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.

Preparation of the Technical Proposal

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

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 (i) 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 participated, 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 a 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 Client.

(b) Form TECH-2 (D) requests that the consultant include certified copies of the stated 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 Client (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.

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 Client 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

Packing and Submission of Proposal

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

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 dully authorized to sign. The signed Technical and Financial Proposals shall be marked “Original”.

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 sealed envelope duly marked as indicated in the Data Sheet, this will constitute grounds for declaring the Proposal non-responsive.

Latest Date for Submission

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

Opening of Technical Proposals

13.1 The Client shall open the Technical Proposal immediately after the deadline for their submission. The envelopes with the Financial Proposal shall remain sealed 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 Client on any matter related to its Technical and/or Financial Proposal. Any effort by Consultants to influence the Client 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.

Evaluation of the Technical Proposals

14.1 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.

14.2 After the technical evaluation is completed and the Board of Directors has provided it’s approval, the Client shall inform the Consultants who have submitted proposals the technical scores obtained by their Technical Proposals, and shall notify those Consultants whose Proposals did not meet the minimum qualifying mark or were considered non responsive to the RFP and TOR, that their Financial Proposals will be returned unopened after completing the selection process.

14.3. The Client shall simultaneously notify in writing Consultants that have secured the minimum qualifying mark, the date, time and location for opening the Financial Proposals. The opening date should allow Consultants sufficient time to make arrangements for attending the opening. Consultants’ attendance at the opening of Financial Proposals is optional.

Opening of Financial Proposals

15.1 Financial Proposals shall be opened publicly in the presence of the Consultants’ representatives who choose to attend. The name of the Consultants and the technical scores of the Consultants shall be read aloud. The Financial Proposal of the Consultants who met the minimum qualifying mark will then be inspected to confirm that they have remained sealed and unopened. These Financial Proposals shall be then opened, and the total prices read aloud and recorded. A Copy of the record shall be sent to all Consultants who request it.

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 formers 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).

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.

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 Client 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.

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 Client 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 Client to ensure satisfactory implementation of the assignment. The Client shall prepare minutes of negotiations which will be signed by the Client and the Consultant.

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 Client'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 Client expects to negotiate a Contract on the basis of the Professional staff named in the Proposal. Before contract negotiations, the Client will require assurances that the Professional staff will be actually available.

The Client 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 Client and the Consultant will initial the agreed Contract. If negotiations fail, the Client will invite the Consultant whose Proposal received the second highest score to negotiate a Contract.

20.4 After completing negotiations the Client shall award the Contract to the selected Consultant and after Contract signature, promptly notify all Consultants who have submitted proposals.

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.

Commencement of Assignment

21.1 The Consultant is expected to commence the assignment on the date and at the location specified in the Proposal Data Sheet.

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.

Notification of Award

23.1 A notice of Intention to Award shall be sent to all Consultants ten (10) days before contract award as per circular 3 of 2015 of Swaziland Public Procurement Regulatory Agency.

23.2 Consultants may submit a protest or claim to the Client in writing, at any time but not later than period stated in ITB 23.1 after they have been informed that they are unsuccessful.

INSTRUCTIONS TO CONSULTANTS

Proposal Data Sheet

Paragraph Reference	
1.	**Definitions**
1.1	Name of the Client: **National Emergency Response Council on HIV and AIDS (NERCHA)** Method of selection: **Quality and Cost Based Selection (QCBS)**
1.2	Name of Assignment: **PP/CONS/09/2019; ELECTRONIC LOGISTICS MANAGEMENT INFORMATION SYSTEMS FOR CENTRAL MEDICAL STORES**
2.	**Validity**
2.1	Proposals must remain valid for 60 days (Sixty) 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 **30th January 2020**; 16h00rs. The address for requesting clarifications is: procurement@nercha.org.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: • Certified copy of a valid and relevant Trading License or equivalent for foreign tenderers; • Original valid relevant Tax Compliance Certificate or equivalent for foreign tenderers ; • Certified copy of current Certificate of Company Registration or equivalent for foreign tenderers; • Certified copy of an official statement of the Directors, alternative directors, managers and auditors of the company (Form 'J') or equivalent for foreign tenderers; • Certified copy of an official statement of the annual summary of shares capital and shares (Form 'C') or equivalent for foreign tenderers; • All Directors Police Clearance or Affidavit of Non-Conviction for Company Directors (Shareholders) by the Police. (Original) • Certified ID for all Company Directors • Certified copy of valid Labor Compliance Certificate or equivalent for foreign tenderers.
5.	**Preparation of the Financial Proposal**

5.1 Taxes: Taxes should be computed separately in the financial proposals. Proof of VAT registration certificate should be presented to charge VAT.

Information on taxes may be obtained from the following:
The Commissioner General
Swaziland Revenue Authority (SRA)
P.O. Box 5628
Mbabane
Eswatini
Tel. +268 2406 4050 (contact centre)

6. Packing and Submission of the Proposal

6.1 The Consultant must submit the original and **1** cop(y)ies of the Technical Proposal and the original and **1** cop(y)ies of the Financial Proposal.

6.2 The proposal shall consist of a Technical Proposal and a Financial Proposal, which shall be in separate sealed envelopes marked "**Technical Proposal – RFP PP/CONS/9/2019** and "**Financial Proposal – RFP PP/CONS/9/2019** respectively. The two envelopes must be enclosed in a sealed outer envelope, which shall be marked: **"Request for Proposal: PP/CONS/9/2019; ELECTRONIC LOGISTICS MANAGEMENT INFORMATION SYSTEMS FOR CENTRAL MEDICAL STORES - Do Not Open before 1000AM (Eswatini time) on 7th February 2020** and addressed to:

National Executive Director
National Emergency Response Council on HIV and AIDS
Portion 738 Farm Emajika, Road, Mbabane

Failure to mark the envelope clearly and accurately may result in rejection of the application.
The Proposal should be deposited in the Tender Box situated at the **Reception** of the **National Emergency Response Council on HIV and AIDS, Portion 738 Farm Emajika, Road, Mbabane** at the latest by **1000am (Eswatini time) on Friday 7th February 2020**

Late applications will not be considered.

7. Evaluation of the Technical Proposals

7.1 Criteria, and point system for the evaluation of Full Technical Proposals are:

Technical Criteria	**Points**

Experience as a Software Programmer, Systems Analyst and/or Implementer for Supply Chain Operations	5	Unknown =1	Average =3	Very good =5
Experience in Software Development for public health	5	Unknown =1	Average =3	Very good =5

Experience in implementing/rollout/ deployment and customization of Electronic Logistics Management Information System (eLMIS) in a developing country;	10	< 5 years =3	< 10 years=6	> 10 years=10
Experience in Data Extraction & Transformation - especially among different data technologies (Ms-SQL, Oracle, MySQL, Postgres, Big Data or Cloud-based data) - and Data Visualization tools	10	< 5 =3	< 10 =6	> 10 =10
Subtotal:	**30**			
2. External References				
Number of external references for providing Electronics Logistics Management Information Systems (eLMIS)	10	< 5 =3	< 10 =6	> 10 =10
Number of Distribution warehouses in which an eLMIS was implemented and/or configured	5	Only 1 =1	Below 7 =3	7 & Above =5
Subtotal:	**15**			
3. Soundness of bidder				
Number and quality of the personnel dedicated to the project: - Software Developer/Engineer (2) - Systems Analyst (3) - Database Administrator/Expert (2) - Business Intelligence Expert (3)	10	1 person per cadre =2	Half No. per cadre =5	All cadres fulfilled =10
Ability to respect the implementation **timeline** in past projects (not more than 3). *Panel should ask given references.*	10	Only once =2	Half the time =5	Always =10
Subtotal:	**20**			
4. Overall quality of the technical proposal				
Documentation, understanding, accurateness, completeness, clarity.	**25**	Weak =2	Average =5	Excellent =10
Subtotal:				
Total technical score:	**100**			

The price/cost of each of the technically compliant proposals shall be considered only after evaluation of the above technical criteria

7.2	The minimum Technical Score (St) required to pass is: **70 over 100, (Seventy over hundred).**
8.	**Evaluation of the Financial Proposals**
8.1	Foreign currency rate will be converted to Lilangeni (SZL) at the official selling rate published by the Central Bank of Swaziland on the day of the latest submission date of the tender.

	Evaluation will take place in Lilangeni (SZL) only.
9.	**Evaluation of Quality Cost Based Proposals**
9.1	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 x Fm / F, in which Sf is the financial score, Fm is the lowest price and F the price of the proposal under consideration. 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 x T% + Sf x P%. The firm achieving the highest combined technical and financial score will be invited for negotiations. The weights given to the Technical and Financial Proposals are: T = **75 out of a 100 or 1>** P = **25 out of a 100 or 1>**
10.	**Negotiations**
10.1	Expected address for contract negotiations: **National Emergency Response Council on HIV and AIDS, NERCHA Mbabane.**
11.	**Commencement of Assignment**
11.1	The assignment is expected to commence on or before March 2020.

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
D. Eligibility Documents

TECH-3 Comments or Suggestions on the Terms of Reference and on Counterpart Staff and Facilities to be provided by the Client

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 Secretary to the Tender Committee**
National Emergency Response Council on HIV and AIDS
P. O. Box 1937
Mbabane

Dear Sirs:

We, the undersigned, offer to provide the consulting services **for <u>ELECTRONIC LOGISTICS MANAGEMENT INFORMATION SYSTEMS FOR CENTRAL MEDICAL STORES -</u> with** your Request for Proposal dated **7th January 2020** a Financial Proposal sealed under a separate envelope.

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 Government of the **National Emergency Response Council on HIV and AIDS** 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 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)or Rands in figures and in words>>>]:
Country: Location within country:	Duration of assignment (months):
Name of Client:	Total Nº 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>>>]:	Nº 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 and relevant Trading License, or equivalent for foreign consultants;
- Original valid and relevant Tax Compliance Certificate, or equivalent for foreign consultants;
- Certified copy of current Certificate of Company Registration, or equivalent for foreign consultants;
- Certified copy of an official statement of the Directors, alternative directors, managers and auditors of the company (Form 'J' or equivalent);
- Certified copy of an official statement of the annual summary of shares capital and shares (Form 'C' or equivalent); and
- Certified copy of the Labour Compliance Certificate (for National Tenderers) or equivalent for foreign Tenderers;
- A Police Clearance Certificate or an affidavit providing that the Tenderer or any of its directors or officers, have not been convicted of any
  - I. criminal offence relating to professional conduct
  - II. Making of false statements or misrepresentations as to its qualifications to enter into a procurement contract within a period of five years preceding the commencement of procurement proceedings;
  - III. The tenderer should not be subject to suspension from participating in Public Procurement;
- Certified ID for all Directors

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

VERIFIED E.S.P.P.R.A VERIFIED

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

(i) 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.*]

(ii) B - On Counterpart Staff and Facilities

[*Comment here on counterpart staff and facilities to be provided by the Client, 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 Client), 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.]

(iii) 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 willful misstatement described herein may lead to my disqualification or dismissal, if engaged.

____ Date: ______________
(Signature of staff member or authorized representative) *(Day/Month/Year)*

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 declaration.]

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

To: **The Secretary to the Tender Committee**
National Emergency Response Council on HIV and AIDS
Portion 738 Farm Emajika, Road
MBABANE

Dear Sirs,

Re Tender Reference: PP/CONS/9/2019

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 ……………………………………...

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 Secretary to the Tender Committee
National Emergency Response Council on HIV and AIDS
Portion 738 Farm Emajika, Road
MBABANE

Dear Sirs:

We, the undersigned, declare that:

(a) We offer to provide the consulting services; Consultant – to provide Events Management 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 60 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 Client. Similarly, the project site, office rent/accommodations/clerical assistance costs are not to be included if being made available by the Client.

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 Client 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 the Kingdom 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 Client 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 purs this Contract shall be in writing. Any such notice, request or consent shall be c to have been given or made when delivered in person to an authorized represe of the Party to whom the communication is addressed, or when sent to such Part 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 n 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 Client 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 Client under this Contract, including without limitation the receiving of instructions and payments from the Client.

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 Client 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 Client

The Client 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 Client 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 Client may have subsequently approved in writing.

(b) If the Consultant becomes insolvent or bankrupt.

(c) If the Consultant, in the judgment of the Client 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 Client, 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 Client, 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 Client 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 Client 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 of this Contract pursuant to Clauses GCC 2.6.1 or GCC 2.6.2, the Client shall make the following payments to the Consultant:

upon Termination

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

3.2 Conflict of Interests

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

3.5 Consultant's Actions Requiring Client's Prior Approval

The Consultant shall obtain the Client'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 Client 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 Client

(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 Client, and the Consultant shall, not later than upon termination or expiration of this Contract, deliver all such documents to the Client, 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 Client.

4.2 Removal and/or Replacement of Personnel

(a) Except as the Client 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 Client 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 Client's written request specifying the grounds thereof, provide as a replacement a person with qualifications and experience acceptable to the Client.

(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 Client

5.1 Assistance

The Client 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 done with a recognized banker or insurance company. 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 Client 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.