

ESWATINI WATER SERVICES CORPORATION



REQUEST FOR PROPOSALS

RFP No. EWSC\_05 OF 2022/2023

SELECTION OF CONTRACTOR

PROJECT NAME

ESWATINI WATER SERVICES CORPORATION EMPLOYEE REWARD AND RECOGNITION MOBILE APPLICATION

THE IMPLEMENTATION OF AN EMPLOYEE REWARD AND RECOGNITION MOBILE APPLICATION FOR ESWATINI WATER SERVICES CORPORATION

NAME OF TENDERER

.....

(Tenderer to fill using block letters)

Eswatini Water Services Corporation  
P.O. Box 20  
Mbabane.  
Tel 2416 9000  
Fax 2416 3616/7

Physical Address  
Emtfonjeni Building  
Corner MR 103 and Cultural Village Drive  
Ezulwini

May 2022

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SECTION 1 – INVITATION TO CONSULTING FIRMS





RE: THE IMPLEMENTATION OF AN EMPLOYEE REWARD AND RECOGNITION MOBILE APPLICATION FOR ESWATINI WATER SERVICES CORPORATION

The Eswatini Water Services Corporation hereby invites proposals, both technical and financial, for the implementation of an employee reward and recognition mobile application in accordance with the enclosed RFP. Tender documents are downloadable at EWSC website [www.swsc.co.sz](http://www.swsc.co.sz)

Bids shall be valid for a period of 90 days after bid opening and must be accompanied by a tender bond of E10, 000.00, Power of Attorney, proof of payment of E500, valid trading license, and a valid tax clearance, and physically delivered in a sealed envelope clearly marked "EMPLOYEE REWARD AND RECOGNITION **MOBILE APPLICATION**" to a designated tender box at the address below:

Eswatini Water Services Corporation  
Emtfonjeni Building  
Corner MR 103 and Cultural Village Drive  
Ezulwini

The closing time for receipt of tenders is 12:00hrs July 15 2022 at which time they will be opened in the presence of tenderers who elect to attend. Facsimile, and late tenders shall not be accepted.

J. MASHWAMA  
MANAGING DIRECTOR

Section 2. Information to Tenderer

2.1 DEFINITIONS

- (a) **"Client" or "the Corporation"** means the Eswatini Water Services Corporation as represented by the Managing Director of the Eswatini Water Services Corporation or any persons as may be authorized by the Corporation.
- (b) **"Tenderer"** means any entity or person that may provide or provides the Services to the Client under the Contract
- (c) **"Contract"** means the Contract signed by the Parties and all the attached documents that is the General Conditions (GC), the Special Conditions (SC), and the Appendices
- (d) **"corrupt practice"** as the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official in the selection process or in contract execution; and  
**"Data Sheet"** means such part of the Instructions to Tenderers / Service Providers used to reflect specific assignment conditions



- 
- (e) **"Day"** means calendar day  
**"fraudulent practice"** as a misrepresentation of facts in order to influence a selection process or the execution of a contract to the detriment of the borrower, and includes collusive practices among
- (f) **"Government"** means the Government of Eswatini
- (g) **"Instructions to Tenderers"** means the document which provides Tenderers with all information needed to prepare their Proposals
- (h) **"LOI"** (Section 1 of the RFP) means the Letter of Invitation being sent by the Client to the Tenderers
- (i) **"Personnel"** means professionals and support staff provided by the Tenderer or by any secondments 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
- (j) **"Proposal"** means the Technical Proposal and the Financial Proposal
- (k) **"RFP"** means this Request For Proposals
- (l) **"Services"** means the work to be performed by the Tenderer pursuant to the Contract
- (n) **"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 Service Provider, and expected results and deliverables of the assignment.



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## 2.2 Introduction

The Client shall select a firm among those listed in the Letter of Invitation (Section 1), in accordance with the quality and cost based method of selection in the data sheet.

The Tenderers are invited to submit a Technical Proposal (Section 3) and a financial proposal (Section 4) for the services to be contracted. The proposal shall be the basis for contract negotiations and ultimately for a signed contract with the selected tenderer.

The cost of preparing the proposal and of negotiating the contract are not reimbursable as a direct cost of the assignment, and the Client is not bound to accept any of the proposals submitted.

**It is the Corporation's policy to require that its Officials as well as contractors** observe the highest standard of ethics during the selection and execution of such contracts. In pursuance of this policy, the Corporation:

Defines, for the purposes of this document:

- (i) **"corrupt practice"** as the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official in the selection process or in contract execution; and
- (ii) **"fraudulent practice"** as a misrepresentation of facts in order to influence a selection process or the execution of a contract to the detriment of the borrower, and includes collusive practices among Tenderers (prior to or after submission of proposals) designed to establish prices at artificial, non-competitive levels and to deprive the borrower of the benefits of free and open competition.

May reject a proposal for award if it determines that the tenderer recommended for award has engaged in corrupt or fraudulent activities in competing for the contract in question;

May institute legal action if it at any time it determines that corrupt or fraudulent practices were engaged in by representatives of the Corporation during the selection process or the execution of the contract.

May declare a tenderer ineligible, either indefinitely or for a stated period of time, to be awarded a Corporation contract if it at any time determines that the tenderer has engaged in corrupt or fraudulent practices in competing for, or in executing, a Corporation contract; and

Reserves the right to require that a provision be included requiring Tenderers to permit the Corporation to inspect their accounts and records relating to the performance of the contract and to have them audited by auditors appointed by the Corporation.

Tenderers shall not be under a declaration of ineligibility for corrupt and fraudulent practices.

Tenderers shall furnish information as described in the Financial Proposal submission form (Section 4A) on commissions and gratuities, if any, paid or to be paid to agents relating to this proposal, and to execute the work if the tenderer is awarded the contract.

Tenderers shall be aware of the provisions on fraud and corruption stated in the Standard Contract.

## 2.3

### Clarification and Amendment of RFP Documents

Tenderers may request 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 by paper mail, electronic mail **to the Client's address indicated in the Data Sheet** (Section 2.1). The Client will respond by paper mail, or electronic mail to such requests and will send written copies of the response (including an explanation of the query but without identifying the source of inquiry) to all invited Tenderers who intend to submit proposals.

At any time before the submission of proposals, the Client may, for any reason, whether at its own initiative or in response to a clarification requested by an invited tenderer, amend the RFP. Any amendment shall be issued in writing through addenda. Addenda shall be sent by mail, cable, telex, facsimile, or electronic mail to all invited Tenderers and will be binding on them. The Client may at its discretion extend the deadline for the submission of proposals.



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Unless otherwise stated in the Particular Conditions:

- (a) the Contract Price shall be the lump sum Accepted Contract Amount and is not subject to adjustments.
- (b) the Contractor shall pay all taxes, duties and fees required to be paid by him under the Contract, and the Contract Price shall not be adjusted for any of these costs, unless required by legislation.
- (c) any quantities or price data which may be specified in this document shall be used for the purposes stated and may be inapplicable for other purposes.

#### 2.4 Bid Price

Payment under the Contract shall be made in the currency or currencies in which the payment is requested in the Proposal.

#### 2.5 PREPARATION OF PROPOSAL

### Language of Tender

**2.5.1 The Tender, as well as all correspondence and documents relating to the Tender exchanged by the Tenderer and the Procuring Entity, shall be written in English. Supporting documents and printed literature that are part of the Tender may be in another language provided they are accompanied by an accurate translation of the relevant passages into the language specified in the TDS, in which case, for purposes of interpretation of the Tender, such translation shall govern.**

**2.5.2 Technical Proposal** In preparing the Technical Proposal, Tenderers are expected to examine the documents constituting this RFP in detail. Material deficiencies in providing the information requested may result in rejection of a proposal.

While preparing the Technical Proposal, Tenderers must give particular attention to the following:

If a tenderer considers that it does not have all the expertise for the assignment, it may obtain a full range of expertise by associating with individual tenderers or entities in a joint venture or sub consultancy, as appropriate. Tenderers shall not associate with the other Tenderers invited for this assignment.

A Proposal submitted by a Joint Venture shall be signed by all members so as to be legally binding on all members, or by **an authorized representative who has a written power of attorney signed by each member's authorized representative.**

It is desirable that the majority of the key professional staff proposed be permanent employees of the tenderer or have an extended and stable working relationship with it.

Alternative professional staff shall not be proposed, and only one curriculum vitae (CV) may be submitted for each position. (Section 3F)



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The Technical Proposal shall provide the following information using the attached Standard Forms (Section 3):

- (i) A brief description of the tenderer's **organization and an outline of recent experience on assignments (Section 3B)** of a similar nature. For each assignment, the outline should indicate, *inter alia*, the profiles of the staff proposed, duration of the assignment, and the tenderer's **involvement**.
- (ii) Any comments or suggestions on the Terms of Reference and on the hardware & software recommendations, data, a list of services, facilities and deliverables to be provided by the Client (Section 3C).
- (iii) A description of the proposed solution, methodology and work plan for performing the assignment (Section 3D).
- (iv) The list of the proposed team by specialty, the tasks that would be assigned to each team member, and their timing (Section 3E).
- (v) CVs recently signed by the proposed professional staff and the authorized representative submitting the proposal (Section 3F). Key information should include number of years working for the tenderer/entity and degree of responsibility held in various assignments during the last three (3) years.
- (vi) Estimates of the total staff input (professional and support staff; staff time) needed to carry out the assignment, supported by bar chart diagrams showing the time proposed for each professional staff team member (Sections 3E and 3G).
- (vii) A detailed description of the proposed methodology, staffing, monitoring and training, as the Data Sheet specifies training as a major component of the assignment.

#### Withdrawal, Substitution, and Modification of Tenders

A Tenderer may withdraw, substitute, or modify its Tender after it has been submitted by sending a written notice in accordance with ITT Clause 10, duly signed by an authorized representative, and shall include a copy of the authorization in accordance with ITT Sub-Clause 20.2, (except that no copies of the withdrawal notice are required). The corresponding substitution or modification of the Tender must accompany the respective written notice. All notices must be:

- submitted in accordance with ITT Clauses 20 and 21 (except that withdrawal notices do not require copies), **and in addition, the respective envelopes shall be clearly marked "Withdrawal," "Substitution," or "Modification;" and**
  - (b) received by the Procuring Entity prior to the deadline prescribed for submission of Tenders, in accordance with ITT Clause 22.
- 1.2 Tenders requested to be withdrawn in accordance with ITT Sub-Clause 24.1 shall be returned unopened to the Tenderers.
  - 1.3 No Tender may be withdrawn, substituted, or modified in the interval between the deadline for submission of Tenders and the expiration of the period of Tender validity specified by the Tenderer on the Tender Submission Form or any extension thereof.



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The Technical Proposal shall not include any financial information.

2.5.3  
Financial  
Proposal

In preparing the Financial Proposal, Tenderers are expected to take into account the requirements and conditions outlined in the RFP documents. The Financial Proposal should follow Standard Forms (Section 4). It lists all costs associated with the assignment, including (a) remuneration for staff (foreign and local, in the field and at headquarters), and (b) reimbursable expenses such as subsistence (per diem, housing), transportation (international and local, for mobilization and demobilization), services and equipment (vehicles, office equipment, furniture, and supplies), office rent, insurance, printing of documents, surveys, and training, as it is a major component of the assignment. These costs should be broken down by activity and, if appropriate, into foreign and local expenditures.

The Financial Proposal should clearly estimate, as a separate amount, the taxes, duties, fees, levies, and other charges imposed under the applicable law, on the Tenderers, the sub Tenderers, and their personnel (other than nationals or **permanent residents of the government's country**), unless the Data Sheet specifies otherwise.

Commissions and gratuities, if any, paid or to be paid by Tenderers and related to the assignment will be listed in the Financial Proposal submission form (Section 4A).

The Data Sheet indicates how long the proposals must remain valid after the submission date. During this period, the contractor is expected to keep available the professional staff proposed for the assignment. The Client will make its best effort to complete negotiations within this period. If the Client wishes to extend the validity period of the proposals, the Tenderers who do not agree have the right not to extend the validity of their proposals.





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2.6  
Submission, Receipt,  
and Opening of  
Proposals

The original proposal (Technical Proposal and Financial Proposal) shall be prepared in indelible ink. It shall contain no interlineations or overwriting, except as necessary to correct errors made by the tenderer itself. Any such corrections must be initialed by the persons or person who sign(s) the proposals.

An authorized representative of the tenderer must initial all pages of the proposal originals. The representative's authorization is confirmed by a written Power of Attorney accompanying the technical proposal. Technical proposals **shall also include the firm's valid trading license, a valid tax clearance certificate, Power of Attorney, Form confirming Company Directorship, Labour Compliance Certificate, Form J, Form C, Labour compliance certificate, ENPF compliance certificate, Certificate of incorporation, Directorship Police Clearance, fully completed Eligibility criteria form in terms of the procurement act 2011 (Attached).**

For each proposal, the Tenderers shall prepare the number of copies indicated in the Data Sheet. Each Technical Proposal **and Financial Proposal shall be marked "ORIGINAL" or "COPY" as appropriate. If there are any discrepancies between the original and the copies of the proposal, the original governs.**

**The original and all copies of the Technical Proposal shall be placed in a sealed envelope clearly marked "Technical Proposal," and the original and all copies of the Financial Proposal in a sealed envelope clearly marked "FINANCIAL PROPOSAL" and warning: "DO NOT OPEN WITH THE TECHNICAL PROPOSAL." Both envelopes shall be placed into an outer envelope and sealed. This outer envelope shall bear the submission address and other information indicated in the Data Sheet and shall be clearly marked, "DO NOT OPEN, EXCEPT IN PRESENCE OF THE EVALUATION COMMITTEE."**

The completed Technical and Financial Proposals must be delivered at the submission address on or before the time and date stated in the Data Sheet (Section 2.1). Any proposal received after the closing time for submission of proposals shall be returned unopened.

After the deadline for submission of proposals, the Technical Proposal shall be opened immediately by the Tender Opening Committee. **The Financial Proposal shall remain sealed and shall be kept in the Managing Director's safe until all submitted proposals are opened publicly.**

## 2.7 Proposal Evaluation

2.7.1 General From the time the bids are opened to the time the contract is awarded, if any tenderer wishes to contact the Client on any matter related to its proposal, they shall do so in writing to the address indicated in the Data Sheet (Section 2.1). Any attempt by the tenderer **to influence the Client in the Client's proposal** evaluation, proposal comparison or contract award decisions may result in the rejection of the tenderer's **proposal.**

Evaluators of Technical Proposals shall have no access to the Financial Proposals until the technical evaluation, including any reviews and issuance of a "no objection", is concluded.

2.7.2 The evaluation committee, appointed by the Corporation, evaluates the proposals on the basis of their responsiveness to



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Evaluation of  
Technical  
Proposals

the Terms of Reference (Section 5), applying the evaluation criteria, sub criteria (typically not more than three per criteria), and point system specified in the Data Sheet. For each responsive proposal, the tenderer shall be invited for a technical proposal presentation which shall also be evaluated. 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 Terms of Reference or if it fails to achieve the minimum technical score indicated in the Data Sheet.

2.7.3  
Correction of  
errors

Activities and items described in the Technical Proposal but not priced in the Financial Proposal, shall be assumed to be included in the prices of other activities or items, and no corrections are made to the Financial Proposal.

If a **Time-Based contract form is included in the RFP, the Procuring Entity's evaluation committee will (a) correct any computational or arithmetical errors, and (b) adjust the prices if they fail to reflect all inputs included for the respective activities or items in the Technical Proposal. In case of discrepancy between (i) a partial amount (sub-total) and the total amount, or (ii) between the amount derived by multiplication of unit price with quantity and the total price, or (iii) between words and figures, the former will prevail. In case of discrepancy between the Technical and Financial Proposals in indicating quantities of input, the Technical Proposal prevails and the Procuring Entity's evaluation committee shall correct the quantification indicated in the Financial Proposal so as to make it consistent with that indicated in the Technical Proposal, apply the relevant unit price included in the Financial Proposal to the corrected quantity, and correct the total Proposal cost.**

If a Lump-Sum contract form is included in the RFP, the Consultant is deemed to have included all prices in the Financial Proposal, so neither arithmetical corrections nor price adjustments shall be made. The total price, net of taxes understood as specified in the Financial Proposal shall be considered as the offered price.



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## 2.8 Negotiations

Negotiations will be held at the address indicated in the Data Sheet. The aim is to reach agreement on all points and sign a contract.

Negotiations will include a discussion of the Technical Proposal, the proposed methodology (work plan), staffing and any suggestions made by the tenderer to improve the Terms of Reference. The Client and tenderer will then work out final Terms of Reference, staffing, and bar charts indicating **activities, staff, periods in the client's location and in the home office, staff-months, logistics, and reporting.** The agreed work plan and final Terms of Reference will then be **incorporated in the "Description of Works" and form part of the contract.** Special attention will be paid to getting the most the tenderer can offer within the available budget and to clearly defining the inputs required from the Client to ensure satisfactory implementation of the assignment. (Section 3G & 3H)

Unless there are exceptional reasons, the financial negotiations will involve neither the remuneration rates for staff (no breakdown of fees) nor other proposed unit rates.

Having selected the tenderer on the basis of, among other things, an evaluation of proposed key professional staff, the Client expects to negotiate a contract on the basis of the experts named in the proposal. Before contract negotiations, the Client will require assurances that the experts 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 that such changes are critical to meet the objectives of the assignment. If this is not the case and if it is established that key staff were offered in the proposal without confirming their availability, the tenderer may be disqualified.

**The Procuring Entity shall prepare minutes of negotiations that are signed by the Procuring Entity and the Consultant's authorized representative.**

The negotiations will conclude with a review of the draft form of the contract. To complete negotiations the Client and the tenderer will initial the agreed contract. If negotiations fail, the Client will invite the tenderer whose proposal received the second highest score to negotiate a Contract.(Section 7)

## 2.9 Award of Contract

The awarding of contract shall be recommended to the best evaluated tenderer, as determined by the evaluation methodology and criteria specified in the invitation document.

The contract award decision shall be taken by the appropriate approvals authority, but the award decision does not constitute a contract. Following the contract award decision, the client will prepare a notice indicating the name of the best evaluated tenderer, the value of the proposed contract and any evaluation scores. The notice will be sent to all tenderers who submitted tenders by letter and, where appropriate, by fax or email; and will be Published on the Eswatini Public Procurement Regulatory Agency website.

The Client will allow a period of at least ten working days to elapse from the date of dispatch and publication of the notice before a contract is awarded.

The contract will be awarded following negotiations. After negotiations are completed, the Client will promptly notify other consultants on the shortlist that they were unsuccessful and return the unopened Financial Proposals of those consultants who did not pass the technical evaluation.

## 2.10 Confidentiality

From the time the Proposals are opened to the time the Contract is awarded, the Consultant should not contact the Procuring Entity on any matter related to its Technical and/or Financial Proposal. Information relating to the evaluation



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of Proposals and award recommendations shall not be disclosed to the Consultants who submitted the Proposals or to any other party not officially concerned with the process, until the publication of the Contract award information.

18.1 Any attempt by shortlisted Consultants or anyone on behalf of the Consultant to influence improperly the Procuring Entity in the evaluation of the Proposals or Contract award decisions may result in the rejection of its Proposal, and may be subject to the application of prevailing sanctions procedures.

**Notwithstanding the above provisions, from the time of the Proposals' opening to the time of Contract award publication, if a Consultant wishes to contact the Procuring Entity or ESPPRA on any matter related to the selection process, it should do so only in writing.**



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## 2.11 Data Sheet

The name of the Client is: Eswatini Water Services Corporation

The method of selection is: Quality and Cost Basis

Name of Assignment: The implementation of an employee reward and recognition mobile application for Eswatini Water Services Corporation

Technical and Financial Proposals are requested: Yes, in separate sealed envelopes

The assignment is phased: No.

The name(s) of the Client is: Eswatini Water Services Corporation (EWSC)

Clarifications may be requested: Not later than five (5) days before the submission date.

Language : English

Currency : Emalangeni

The address for requesting clarifications is: [procurement@ewsc.co.sz](mailto:procurement@ewsc.co.sz)

(i) Selected tenderer/entity may associate with other shortlisted tenderers: No

Proposals must remain valid 90 days after the submission date.

Tenderers must submit an original and 3 additional copies of each proposal:

Proposals shall be hand delivered to;

Physical address:  
Eswatini Water Services Corporation  
Emtfonjeni Building



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Corner (MR 103) and Cultural Village Drive  
Ezulwini

Information on the outer envelope should also include: THE IMPLEMENTATION OF AN EMPLOYEE REWARD AND RECOGNITION MOBILE APPLICATION FOR ESWATINI WATER SERVICES CORPORATION

Proposals shall be valid for a period of 90 days after submission date and addressed to:

The Managing Director  
Eswatini Water Services Corporation Headquarters,  
Emtfonjeni Building  
Corner (MR 103) and Cultural Village Drive  
Ezulwini

on or before 12.00 noon, 15 July 2022, at which time they will be opened in the presence of tenderers who elect to attend.

The number of points to be given under each of the evaluation criteria are:

	<u>Points</u>
(i) Specific experience of the tenderer in relevant to the assignment	20
(ii) Adequacy of the methodology and work plan in responding to the Terms of Reference:	
a) Proposed	25
b) Technical approach and methodology	10
c) Work plan	10
Total points for criterion (ii):	45
(iii) Experience, qualifications and competence of the key staff for the Assignment	20
(iv) Technical proposal presentation	10
(v) Participation by nationals / locals among proposed team	5
Total Technical Points:	100

The minimum technical score (St) required to pass is 70 (Seventy Points).

The formula for determining the financial scores is the following:



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[Either  $Sf = 100 \times Fm/F$ , in which  $Sf$  is the financial score,  $Fm$  is the lowest price and  $F$  the price of the proposal under consideration, or another proportional linear formula]

The weights given to the Technical (T) and Financial Proposals (F) are:

T= 0.8, and

P=0.2

Currency conversion will not be carried out. Evaluation will take place in the Emalangeni or Rands only.

### Section 3. Technical Proposal - Standard Forms

- 3A. Technical Proposal submission form.
- 3B. **Firm's references.**
- 3C. Comments and suggestions of Tenderers on the Terms of Reference and on data, services, and facilities to be provided by the Client.
- 3D. Description of the methodology and work plan for performing the assignment.
- 3E. Team composition and task assignments.
- 3F. Format of curriculum vitae (CV) for proposed professional staff.
- 3G. Time schedule for professional personnel.
- 3H. Activity (work) schedule.



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3A. TECHNICAL PROPOSAL SUBMISSION FORM

[Location, Date]

To: [Name and address of Client]

The Managing Director:

We, the undersigned, offer to provide the professional services for [Title of professional services] in accordance with your Request for Proposal dated [Date] and our Proposal. We are hereby submitting our Proposal, which includes this Technical Proposal, and a Financial Proposal sealed under a separate envelope.

If negotiations are held during the period of validity of the Proposal, i.e., before [Date] 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 understand you are not bound to accept any Proposal you receive.

Yours sincerely,

Authorized Signature:

Name and Title of Signatory:

Name of Tenderer:

Address:





3B. **FIRM'S** REFERENCES  
 Relevant Services Carried Out in the Last Three Years  
 That Best Illustrate Qualifications

Using the format below, provide information on each assignment for which your firm/entity, either individually as a corporate entity or as one of the major companies within an association, was legally contracted.

Assignment Name:		Country:
Location within Country:		Professional Staff Provided by Your Firm/Entity(profiles):
Name of Client:		Nº of Staff:
Address:		Nº of Staff-Months; Duration of Assignment:
Start Date (Month/Year):	Completion Date (Month/Year):	Approx. Value of Services
Name of Associated Tenderers, If Any:		Nº of Months of Professional Staff Provided by Associated Tenderers:
Name of Senior Staff (Project Director/Coordinator, Team Leader) Involved and Functions Performed:		
Narrative Description of Project:		
Description of Actual Services Provided by Your Staff:		

Tenderer's Name: \_\_\_\_\_



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3C. COMMENTS AND SUGGESTIONS OF TENDERERS ON THE TERMS OF REFERENCE AND ON HARDWARE & SOFTWARE RECOMMENDATIONS, DATA, SERVICES, AND FACILITIES TO BE PROVIDED BY THE CLIENT

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On the Terms of Reference:

- 1.
- 2.
- 3.
- 4.
- 5.

On the hardware & software recommendations, data, services, and facilities to be provided by the Client:

- 1.
- 2.
- 3.
- 4.
- 5.



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3D. DESCRIPTION OF THE METHODOLOGY AND WORK PLAN FOR PERFORMING THE ASSIGNMENT

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3E. TEAM COMPOSITION AND TASK ASSIGNMENTS

1. Technical/Managerial Staff		
Name	Position	Task

2. Support Staff		
Name	Position	Task

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3F. FORMAT OF CURRICULUM VITAE (CV) FOR PROPOSED PROFESSIONAL STAFF

Proposed Position: \_\_\_\_\_

Name of Firm: \_\_\_\_\_

Name of Staff: \_\_\_\_\_

Profession: \_\_\_\_\_

Date of Birth: \_\_\_\_\_

Years with Firm/Entity: \_\_\_\_\_ Nationality: \_\_\_\_\_

Membership in Professional Societies: \_\_\_\_\_

\_\_\_\_\_

Detailed Tasks Assigned: \_\_\_\_\_

\_\_\_\_\_

Key Qualifications:

*[Give an outline of staff member's experience and training most pertinent to tasks on assignment. Describe degree of responsibility held by staff member on relevant previous assignments and give dates and locations. Use about half a page.]*

\_\_\_\_\_

Education:

*[Summarize college/university and other specialized education of staff member, giving names of schools, dates attended, and degrees obtained. Use about one quarter of a page.]*

\_\_\_\_\_



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Employment Record:

*[Starting with present position, list in reverse order every employment held. List all positions held by staff member since graduation, giving dates, names of employing organizations, titles of positions held, and locations of assignments. For experience in last ten years, also give types of activities performed and client references, where appropriate. Use about two pages.]*

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Languages:

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

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Certification:

I, the undersigned, certify that to the best of my knowledge and belief, these data correctly describe me, my qualifications, and my experience.

\_\_\_\_\_  
*[Signature of staff member and authorized representative of the firm]* Date: \_\_\_\_\_  
*Day/Month/Year*

Full name of staff member: \_\_\_\_\_

Full name of authorized representative: \_\_\_\_\_



3G. TIME SCHEDULE FOR PROFESSIONAL PERSONNEL

Name	Position	Reports Due/Activities	Months (in the Form of a Bar Chart)												Number of Months		
			1	2	3	4	5	6	7	8	9	10	11	12			
																	Subtotal (1)
																	Subtotal (2)
																	Subtotal (3)
																	Subtotal (4)

Full-time: \_\_\_\_\_  
 Reports Due: \_\_\_\_\_  
 Activities Duration: \_\_\_\_\_

Part-time: \_\_\_\_\_

Signature: \_\_\_\_\_  
 (Authorized representative)

Full Name: \_\_\_\_\_

Title: \_\_\_\_\_

Address: \_\_\_\_\_



3H. ACTIVITY (WORK) SCHEDULE

A. Field Investigation and Study Items

	<i>[1st, 2nd, etc. are weeks from the start of assignment.]</i>												
	1st	2nd	3rd	4th	5th	6th	7th	8th	9th	10th	11th	12th	
Activity (Work)													

B. Completion and Submission of Reports

Reports	Date





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#### Section 4. Financial Proposal - Standard Forms

- 4A. Financial Proposal submission form.
- 4B. Summary of costs.
- 4C. Breakdown of price per activity.

4A. FINANCIAL PROPOSAL SUBMISSION FORM

[Location, Date]

To: [Name and address of Client]

The Managing Director

We, the undersigned, offer to provide the services for [Title of services] in accordance with your Request for Proposal dated [Date] and our Proposal (Technical and Financial Proposals). Our attached Financial Proposal is for the sum of [Amount in words and figures]. This amount is exclusive of the local taxes, which we have estimated at [Amount(s) in words and figures].

Our Financial Proposal shall be binding upon us subject to the modifications resulting from Contract negotiations, up to expiration of the validity period of the Proposal, i.e., [Date].

Commissions and gratuities, if any, paid or to be paid by us to agents relating to this Proposal and Contract execution, if we are awarded the Contract, are listed below:

Name and Address of Agents	Amount and Currency	Purpose of Commission or Gratuity
_____	_____	_____
_____	_____	_____
_____	_____	_____

We understand you are not bound to accept any Proposal you receive.

Yours sincerely,

Authorized Signature:  
Name and Title of Signatory:  
Name of Firm:  
Address:



4B. SUMMARY OF COSTS

No	Item	Amount
1.	Professional implementation services	
2.	Maintenance and support (1 year)	
3.	Travelling and Subsistence	
	Subtotal	
	Taxes	
	Total Amount of Financial Proposal	



4C. BREAKDOWN OF PRICE PER ACTIVITY

Activity No.: 1	Item.: Professional implementation Services
Product/Component	Amount
Total	

Activity No.: 2	Item.: Maintenance and support (1 year)
Product/Component	Amount
Total	

Activity No.: 2	Item.: Travelling and Subsistence
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Product/Component	Amount
Total	

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## Section 5. Terms of Reference

### 5.1 Introduction

5.1.1 The Eswatini Water Services Corporation (EWSC) desires to improve the culture of recognizing each other through leveraging Information and Communications Technology (ICT), as a result, EWSC seeks to implement an employee reward and recognition mobile app. The mobile app will encourage peer-to-peer connections and reinforce positive behaviors that align with EWSC values.

### 5.2 Objectives

The objective of the project is to design, develop and deploy an employee reward and recognition mobile app for EWSC.

### 5.3 Description of Works

The description of works for the implementation of the EWSC employee reward and recognition mobile app shall include, but not be limited to;

#### **5.3.1 Multi Operating Systems**

The service provider shall build a native mobile application for iOS and Android platforms. The application shall have a convenient / user friendly interface and must adhere to platform specific user interface (UI) standards provided by Apple and Google.

#### **5.3.2 Modular deployment**

The solution shall be developed to allow for good performance and modular deployment, allowing appending and / or removal of modules without affecting the entire system functionality and settings.

#### **5.3.3 Data Acquisition**

The solution shall also support unstructured data integrated with business data

#### **5.3.4 System features**

The main functionality of the customer self-service mobile application shall include, but not limited to;

- user / employee registration
- **peer-to-peer recognition of each other's work in alignment with EWSC's values. The mobile app must also allow for team(s) recognition.**
- automatic recognition for any year of service.
- rewards redeeming of accumulated points as per available reward options.
- Notifications and dashboards shall be made available on the app inline with reporting structures of the Human Resource Management System.
- Search and feedback

### **5.3.5 Integration**

Integration with the Human Resource Management System is important and essential. The integration scope of the reward and recognition mobile application is as mentioned below;

- *Integration with the Human Resources Management System*

To allow for user verification at user registration, and tracking of years of service.

### **5.3.6 Language Support**

The solution shall support English language. The mode of data entry, all screens, reports, and error messages shall be in English.

### **5.3.7 Administrative panel and Reporting**

An admin panel shall be provisioned to manage the mobile application data. This must be developed using the latest combination of technologies. The solution shall allow for defining, controlling, and auditing privileges to be assigned based on module and function. Development shall consider security features of highest standard for the application and its users. The application shall also allow for measurement of performance and usage across user base.

Various reports, in multiple formats and with mobile support, shall be generated from the system for a varied audience

### **5.3.8 Intellectual property**

All information and assets related to the employee reward and recognition mobile application shall be the property of EWSC. The source code and all documentation shall be submitted to the client upon successful launch and expiry of the initial 12 months of maintenance and support period. The mobile application in the store apps shall be published under Eswatini Water Services Corporation.

## **5.4 Additional Functionality**

At bidder's discretion, proposals may describe additional software components and functionality that may be useful to the Corporation, with pricing.

## **5.5 End of Services**

The contractor shall design, develop and implement the system in accordance with the contract, and shall remedy any defects in the Works. **The Works shall be deemed complete when the services scheduled in these ToR's have been provided, and fit for the purposes intended.**



## Section 6. Conditions of Contract

### 6.1 General Conditions of Contract

The standard form of contract shall be the:

FIDIC (Fédération Internationale des Ingénieurs- Conseils /International Federation of Consulting Engineers) Client/Contractor Model Services Agreement

Published by FIDIC

Switzerland

Third Edition 1998

Copies of the FIDIC Conditions of Contract can be obtained from:

FIDIC Secretariat

P.O. Box 86

1000 Lausanne 12

Switzerland

Facsimile: 41 21 653 5432

Telephone: 41 21 653 5003



## Section 7: Agreement

This Agreement made the \_\_\_\_\_ day of \_\_\_\_\_ Between

\_\_\_\_\_ of \_\_\_\_\_

(Hereinafter called "the Client") of the one part

and \_\_\_\_\_

of \_\_\_\_\_ (hereinafter called "the Contractor") of the other part.

Whereas the Client desires that certain Services should be performed by the Contractor, namely

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And has accepted a proposal by the Contractor for the performance of such Services.

- 1) The following documents shall be deemed to form and be read and construed as part of the Agreement, namely:
  - a) The Letter of Acceptance;
  - b) The Conditions of the Client/Contractor Model Services agreement (General Conditions and Particular Conditions-Section 6 &7);
  - c) The Terms of Reference (Refer to Section 5)
  - d) The Financial Proposal (Refer to Section 4)
  - e) The Technical Proposal (Refer to Section 3)
- 2) In consideration of the payments to be made by the Client to the contractor as hereinafter mentioned the Contractor hereby agrees with the Client to perform the Services in conformity with the provisions of the Agreement.
- 3) The Client hereby agrees to pay the Contractor in consideration of the performance of the Services such amounts as may become payable under the provisions of the Agreement at the times and in the manner prescribed by the Agreement. In Witness whereof



the parties hereto have caused this Agreement to be executed the day and year first before written in accordance with their respective laws.

Authorized signature(s) of Client

\_\_\_\_\_

In the presence of:

Name \_\_\_\_\_

Signature \_\_\_\_\_

Address \_\_\_\_\_

Authorized signature(s) of Contractor

In the presence of:

Name \_\_\_\_\_

Signature \_\_\_\_\_

Address \_\_\_\_\_

ANNEXURES



## ANNEXURE 1: TENDER BOND

(N.B. A Tender submission that is without a Tender Bond is invalid)

(N.B. An authorized financial institution may either utilize this page or, alternatively, attach a separate Tender Bond document in similar format)

### FORM FOR TENDER BOND

WHEREAS Messrs.....  
Of.....

...

(Name and Address of Tenderer)

**Hereinafter referred to as the "Tenderer" has on ..... date) submitted**  
his Tender for TENDER NO. EWSC 05 of 2022/23: THE IMPLEMENTATION OF AN EMPLOYEE REWARD AND  
RECOGNITION MOBILE APPLICATION FOR ESWATINI WATER SERVICES CORPORATION

AND WHEREAS the said Tenderer has undertaken to abide by his Tender so submitted for a period of (90) calendar days from the date of bid opening herein above stated, or such other period as may mutually be agreed between Eswatini Water Services Corporation, represented by the Managing Director of Eswatini Water Services Corporation and the Tenderer and notified to us by the EWSC.

NOW WE, .....



(Name and Address of Financial Institution registered in the Kingdom of Eswatini) hereby guarantee and undertake to pay to the account of the EWSC on first demand in writing and without reference to the Tenderer the sum of EMALANGENI TEN THOUSAND (E10,000.00).

PROVIDED THAT

- a) This Tender Bond remains valid, and
- b) The EWSC declares in writing that the Tenderer has failed to abide by his undertaking that the Tender shall remain open for acceptance within the specified period or that the Tenderer is unwilling for some reason (which shall be clearly stated) to abide by this Tender or enter into a contract agreement with the EWSC for

TENDER NO. EWSC 05 of 2022/23: THE IMPLEMENTATION OF AN EMPLOYEE REWARD AND RECOGNITION MOBILE APPLICATION FOR ESWATINI WATER SERVICES CORPORATION

**This Tender Bond shall remain valid in the first instance until.....**

(Calculated as Ninety (90) calendar days from the date of submission of the said Tender), and will be extended upon written application by the EWSC at least one (1) working day in advance of the last date of validity.

.....  
(Authorised Signature)

.....  
(Date)

.....  
(Name of Signatory)

.....  
(Seal/Stamp of Financial Institution)

.....  
(Position of Signatory)



## ANNEXURE 2: ELIGIBILITY CRITERIA

ELIGIBILITY CRITERIA IN TERMS OF THE PROCUREMENT ACT 2011	
<b>Bidder:</b> ..... <b>Date:</b> ..... <b>JV Partner:</b> .....	
LEGAL REQUIREMENT	RESPONSE/EVIDENCE
Our firm has the legal capacity to enter into the contract	Certificates of incorporation, Forms C and J, Trading licences Power of attorney.
Our firm is not insolvent, in receivership, bankrupt or being wound up. Its affairs are not being administered by a court or a judicial officer, its business activities have not been suspended, and it is not the subject of legal proceedings for any of the foregoing	Audited financial statements for the past three years enclosed. Confirmation by signature of authorised signatory: i. ....
Our firm has fulfilled its obligations to pay taxes and social security contributions	Valid tax clearance certificate for Government and parastatal tenders enclosed SNPF Compliance Certificate
It adheres to basic labour legislation viz; in respect to satisfactory, safe and healthy conditions.	Labour Compliance Certificate enclosed
Our firm, or any of its directors/key personnel do not have any conflict of interest in relation to the procurement requirements and do not have circumstances in which we can benefit whether directly nor indirectly from the procurement process.	Confirmation by signature of authorised signatory: i. ....
Our firm, or any of its directors/key personnel or officers, have not been convicted of any criminal offence relating to professional conduct or the 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	Confirmation by signature of authorised signatory: i. ....
Our company and none of its directors or officers have been suspended from participating in the tendering process by SPPRA for the reasons specified in Section 56 of the Act	Confirmation by signature of authorised signatory: i. ....
Our company and its directors and officers are not a government owned entity, are not public officers or politicians as defined in Section 60 of the Act	Confirmation by signature of authorised signatory: i. ....
EWSC bid document purchase receipt	Enclosed

