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REQUEST FOR PROPOSALS FOR QMS EXTERNAL AUDIT

TENDER REFERENCE
RFP Tender No. 04 of 2021/2022 QMS External Audit

Eswatini Housing Board
5th Floor Sibekelo Building No.2
Mbabane Office Park
Mhlambanyatsi Road
Mbabane

Date of Issuance: 7th October, 2021

Document No. 04 of 2021/2022 RFP QMS External Audit

Promoting home ownership by providing quality social housing products and services to the Swazi nation



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Section 1. INVITATION TO SUBMIT PROPOSAL

Tender Reference: RFP Tender No. 04 of 2021/2022 QMS External Audit

Eswatini Housing Board (EHB) is inviting QMS consultants to submit proposals for the provision of audit services.

The proposal must be submitted in a sealed envelope clearly marked '**RFP Tender No. 04 of 2021/2022 QMS External Audit.**

The proposals shall consist of four (4) copies of Technical proposals accompanied by copies of:

- Valid Trading License.
- Original Tax Compliance Certificate
- Form J
- Certificate of Incorporation
- VAT Registration certificate (if applicable)
- Directors' Identity Documents
- Police clearance for company directors
- Company Profile
- 5 years QMS Accreditation license

Tender documents **can be downloaded from EHB website www.ehb.co.sz** and from ESPPRA website **www.esppra.co.sz Friday 7th October 2021.**

Bidders are required to attend a compulsory virtual pre-proposal meeting to be held on **Tuesday 19th October 2021 at 1000hrs. Bidders are to send their email addresses to procurement@ehb.co.sz in order to receive the meeting invite.**

Proposals will be evaluated on a Quality and Cost basis as detailed in the Request for Proposals document.

Tender submissions should be in a sealed envelope marked "**RFP Tender No. 04 of 2021/2022 QMS External Audit**" and addressed to "**The Secretary EHB Tender Committee, P.O. Box 798 MBABANE**".

Tender document must be submitted to EHB and deposited to the designated tender box at the 5th floor Sibekelo Building, EHB reception on or before 12:00 noon on the **5th November 2021.**

Late, telegraphic, electronic and faxed tenders will not be considered.

The Eswatini Housing Board does not bind itself to accept the lowest or any tender.

For further information contact the following:



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Nozipho Dlamini at nozipho.dlamini@ehb.co.sz



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Section 2. INSTRUCTIONS TO CONSULTANTS

- 1. DEFINITIONS**
- (a) "Client" means the Eswatini Housing Board
 - (b) "Consultant" 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) "Data Sheet" means such part of the Instructions to Consultants used to reflect specific assignment conditions
 - (e) "Day" means calendar day
 - (f) "Instructions to Consultants" means the document which provides Consultants 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 Consultants
 - (i) "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
 - (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 Consultant pursuant to the Contract
 - (m) "Sub-Consultant" means any person or entity with whom the Consultant subcontracts any part of the Services
 - (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 Consultant, and expected results and deliverables of the assignment

- 2. INTRODUCTION**
- 2.1 The Client named in the Data Sheet will select a consulting firm/organization (the Consultant) in accordance with the method of selection specified in the Data Sheet.
 - 2.2 Consultants are invited to submit a Proposal for 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.



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2.3 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.

2.4 The Client will timely provide at no cost to the Consultants the inputs and facilities specified in the Data Sheet and make available relevant project data and reports.

2.5 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.

3 CONFLICT OF INTEREST

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

3.2 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 recruited, under any of the circumstances set forth below:

(a) 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 a 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 should not be hired for the assignment in question.

(b) A Consultant (including its Personnel and Sub-Consultants) that has a business or family (parents, spouse(s) and children including adopted children) 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.



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- 3.3 Consultants have an obligation to disclose any situation of actual or potential conflict that impacts their capacity to serve the best interest of their 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 its Contract.

4. VALIDITY

The Data Sheet indicates how long Consultants' Proposals must remain valid after the submission date.

5. CLARIFICATION AND AMENDMENT OF RFP DOCUMENTS

- 5.1 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.

- 5.2 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.

6. PREPARATION OF PROPOSALS

- 6.1 The Proposals, as well as all related correspondence exchanged by the Consultants and the Client, shall be written in the English language.
- 6.2 In preparing their Proposals, 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.
- 6.3 While preparing the Proposals, Consultants must also give particular attention to the following:
- (a) The estimated period for executing the assignment shall be shown in the Data Sheet.



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

7. PREPARATION OF THE PROPOSAL 7.1

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

(a) A brief description of the Consultants' organization and an outline of recent experience of the Consultants and, in the case of joint venture, for each partner, on assignments of a similar nature is required in Form TECH-2. 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 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) 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).

(c) 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 Proposals is provided under Form TECH-4.

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

(e) The proposed work plan should be captured in TECH 7



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

(g) Declaration of Conflict of Interest (Form TECH – 8) all Consultants must fill in the Declaration of Interest Form.

(h) The Price shall include all costs associated with the assignment, including (a) remuneration for staff (foreign and local, in the field and at the Consultants’ home office), and (b) reimbursable expenses (FORM FIN-1 SUMMARY OF COSTS)

(j) The Consultant shall be subject to local taxes such as withholding taxes where applicable. Prices quoted are to be inclusive of all taxes.

(k) Consultants must express the price of their services in Emalangenani (Form TECH-1 and FIN-1) unless otherwise specified in the Data Sheet.

(l) Language to be used when preparing the proposal is English.

**8 SUBMISSION,
RECEIPT, AND
OPENING OF
PROPOSALS**

8.1 The original 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. The submission letter accompanying the Proposal should be in the format of TECH-1.

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

The Proposal shall be marked “Original” or “Copy” as appropriate.
8.3 The Proposal shall be sent to the address referred and in the number of copies indicated in the Data Sheet. All required copies of the Proposal are to be made from the original. If there are



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discrepancies between the original and the copies of the Proposal, the original governs.

- 8.4 The original and all copies of the Proposal shall be placed in a sealed envelope clearly marked "**RFP Tender No. 04 of 2021/2022 QMS External Audit**". The Client shall not be responsible for misplacement, losing or premature opening if the envelope is not sealed and/or marked as stipulated. This circumstance may be case for Proposal rejection.

9 LATEST DATE FOR SUBMISSION

- 9.1 The Proposals must be sent to the address/addresses indicated in the Data Sheet and received by the Client no later than the time and the date 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.
- 9.2 A tenderer may modify, or withdraw the tender prior to the deadline for the submission of tenders.

10 OPENING OF TECHNICAL PROPOSALS

- 10.1 The Client shall open publicly in the presence of Consultants' representatives who choose to attend, the Proposals immediately after the deadline for their submission.
- 10.2 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 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.

11 EVALUATION OF THE PROPOSALS

- 11.1 The Evaluation Committee shall evaluate the 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. A key element will be past performance measured where possible against the Consultants delivery of projects to specification, on time and to agreed price, or their contribution to the delivery of projects. Each responsive Proposal will be scored using the criteria indicated in the Data Sheet.
- 11.2 After the evaluation is completed and the Tender Committee has provided it's approval, the Client shall inform the Consultants who have submitted proposals the scores obtained by their Proposals, and shall notify those Consultants whose Proposals did not meet



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the minimum qualifying mark or were considered non responsive to the RFP.

**12 TECHNICAL
NEGOTIATIONS**

12.1 Negotiations will include a discussion of the 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.

**13 FINANCIAL
NEGOTIATIONS**

13.1 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.

Unless there are exceptional reasons, the financial negotiations will involve neither the remuneration rates for staff nor other proposed unit rates.

13.2 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 made 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 be submitted by the Consultant within the period of time specified in the letter of invitation to negotiate.

13.3 Negotiations will conclude with a review of the engagement letter. To complete negotiations the Client and the Consultant will initial the engagement letter. If negotiations fail, the Client will invite the Consultant whose Proposal received the second highest score to negotiate a Contract.



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

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

13.5 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.

14. NOTICE OF INTENTION TO AWARD

14.1 A Notice of Intention to Award in terms of Section 45 of the Public Procurement Act 2011 shall be sent via email to evaluated bidders and also published on the ESPPRA website ten days before the contract award.

15. CORRUPT, COLLUSIVE, FRAUDULENT OR COERCIVE PRACTICES

15.1 Tenderers participating in public procurement at all times are to abide by their obligations and are not to commit or abet corrupt, fraudulent, collusive or coercive practices.

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

“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;

“Collusive” practice means a scheme or arrangement between two or more tenderers, with or without the knowledge of the procuring entity, designed to establish tender prices at artificial, non-competitive levels;

“Fraudulent practice” means a misrepresentation or omission of facts in order to influence a procurement process or the execution of a contract;

“Coercive practice” means harming or threatening to harm, directly or indirectly, persons, or their property, to influence their



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participation in a procurement process or affect the execution of a contract.



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Section 2. TERMS OF REFERENCE

1. The Eswatini Housing Board seeks to invite accredited QMS audit consultants to provide audit services for the following;
 - a) Verification of ISO 9001:2015 system implementation.
 - b) Auditing of the client's management system to establish conformance to the requirements.
 - c) The consultancy firm shall conduct a comprehensive auditing trail in presence of Focal Person/ Management Representative of EHB to verify the system implementation.
 - d) Every type of non-conformances/problems shall be clearly highlighted.
 - e) Certification

2. Bidders are to include the following in their technical proposal
 - a) Bidder's structure, indicating company's executive and number of auditors;
 - b) The bidder must be accredited by a recognised accreditation body and must have a valid accreditation to audit ISO9001:2015 [provide registration and/or accreditation number];
 - c) Provide dedicated resources available for the external audit for the duration of the contract, qualifications, and experience of such resources (Attach CV's, qualifications and registrations);
 - d) Audit methodology [from audit planning to reporting]
 - e) Track record and reputation – References of previous ISO9001:2015 certification audit work especially auditing within the property management (leasing and maintenance), property development (construction) and property sales industries.



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Section 3. TENDER DATA SHEET

3.1 Selection Method	Name of the Client: Eswatini Housing Board Method of selection: Quality and Cost Basis
3.2 Scope	Name of Assignment: QMS External Audit Scope of work: <ol style="list-style-type: none"> i. Verification of ISO 9001:2015 system implementation. ii. Auditing of the client's management system to establish conformance to the requirements. iii. The consultancy firm shall conduct a comprehensive auditing trail in presence of Focal Person/ Management Representative of EHB to verify the system implementation. iv. Every type of non-conformances/problems shall be clearly highlighted. v. Certification.
3.3 Client Facilities	The Client will provide the following inputs and facilities: <ol style="list-style-type: none"> 1. Workspace 2. Internet connectivity 3. Accommodation
3.4 Validity	Proposals must remain valid for 90 (ninety) days after the submission date.
3.5 Clarifications	Clarifications may be requested not later than 29th October, 2021 . The email for requesting clarifications is: <u>nozipho.dlamini@ehb.co.sz</u>
3.6 Statutory Documents	The proposals shall consist of four (4) copies of Technical proposals accompanied by copies of: <ul style="list-style-type: none"> • Valid Trading License. • Original Tax Compliance Certificate • Form J • Certificate of Incorporation • VAT Registration certificate (if applicable) • Directors' Identity Documents • Police clearance for company directors • Company Profile • 5 years QMS Accreditation license



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3.7 Taxes	<p>Taxes: All consultants must take note that a withholding tax of 15% on the gross amount paid shall be deducted from payments made to non-Swazi residents companies/contractors in respect of services performed in Eswatini.</p> <p>Information on taxes may be obtained from the following: The Commissioner General P.O. Box 186 Mbabane Kingdom of Eswatini Tel. 24064050</p>						
3.8 Project Duration	The estimated period required for the assignment is: 2 Months						
3.9 Training	Training is a specific component of this assignment: No						
3.10 Currency	The currency to be used in the Financial Proposal is Eswatini Emalangeneni (SZL).						
3.11 Submission	<p>The Proposal submission address:</p> <p>Tender submissions should be in a sealed envelope marked "RFP Tender No. 04 of 2021/2022 QMS QMS External Audit" and addressed to "The Secretary EHB Tender Committee, P.O. Box 798 MBABANE".</p> <p>Tender document must be submitted to EHB and deposited to the designated tender box at the 5th floor Sibekelo Building, EHB reception on or before 12:00 noon on the 5th November 2021.</p> <p>Late, telegraphic, electronic and faxed tenders will not be considered.</p> <p>The sealed outer envelope containing two separate, sealed envelopes, one bearing the words 'Envelope A — Technical Proposal' and the other 'Envelope B — Financial Proposal'. All parts of the tender other than the financial proposal must be submitted in Envelope A (i.e., including the tender submission form, technical proposal, Bid form and declarations)..</p>						
3.12 Scoring Criteria	<p>Criteria, sub-criteria, and point system for the evaluation of Full Technical Proposals are:</p> <table style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 80%;"></th> <th style="text-align: right;">Points</th> </tr> </thead> <tbody> <tr> <td>(i) Specific experience of the firm relevant to the assignment</td> <td style="text-align: right;">15</td> </tr> <tr> <td>(ii) Adequacy of the proposed methodology and work plan in responding to the Terms of Reference:</td> <td></td> </tr> </tbody> </table>		Points	(i) Specific experience of the firm relevant to the assignment	15	(ii) Adequacy of the proposed methodology and work plan in responding to the Terms of Reference:	
	Points						
(i) Specific experience of the firm relevant to the assignment	15						
(ii) Adequacy of the proposed methodology and work plan in responding to the Terms of Reference:							



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	a) Technical approach and methodology 15 b) Work plan 15 Total points for criterion (ii) 30 (iii) Key professional staff qualifications and competence for the assignment 15 Technical Points 70
3.13 Financial score	(v) Price score 30
3.14 Minimum Technical Score	The minimum technical score required to pass is: 45 points
3.15 Weighting	The formula for determining the financial scores is the following: $S_f = 100 \times F_m / F$, in which S_f is the financial score, F_m is the lowest price and F the price of the proposal under consideration. P =0.3 T =0.7
3.16 Contract Negotiations	Expected date for contract negotiations: 30th November 2021
3.17 Commencement Date	Expected date and location for commencement of consulting services: Eswatini Housing Board, 5th Floor Sibekelo Building No. 2.



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Section 4. PROPOSAL STANDARD FORMS

FORM TECH-1 PROPOSAL SUBMISSION FORM

[Address, Date]

To: The Secretary
Eswatini Housing Board Tender Committee
P.O. Box 798
Mbabane

Dear Sirs:

We, the undersigned, offer to provide the External Audit services for [>>>>] in accordance with your Request for Proposal dated [Insert Date] and our Proposal. We are hereby submitting our Proposal, which includes our proposed price in an envelope.

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 3.4 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 services related to the assignment not later than the date indicated in Paragraph Reference 2.6 of the Data Sheet.

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

Yours sincerely,

Authorized Signature [*In full and initials*]: _____
 Name and Title of Signatory: _____
 Name of Firm: _____
 Address: _____



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FORM TECH-2 CONSULTANT'S ORGANIZATION AND EXPERIENCE

A - Consultant's Organization

[A brief description of the Consultants' organization]

B - Consultant's Experience

[Using the format below, provide information on each assignment for which your firm, and each associate for this assignment, was 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. The experience **must** be relevant to the Scope of Services. Use not more than 5 pages.]

Assignment name:	Approx. value of the services provided by your firm under the contract (in current Emalangen):
Country: Location within country:	Duration of assignment (months):
Name of Client:	Name of senior professional staff of your firm involved and functions performed (indicate most significant profiles such as Project Director/Coordinator, Team Leader):
Address:	Name of associated Consultants, if any:
Start date (month/year): Completion date (month/year):	
Narrative description of Project:	
Description of actual services provided by your staff within the assignment:	
Was the Project delivered 'to specification, on time and to budget'? What was the Consultant's role in delivering the project 'to specification, on time and to budget'?	

Firm's Name: _____



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FORM TECH-3 COMMENTS AND SUGGESTIONS ON THE TERMS OF REFERENCE AND ON ANY PERSONNEL, EQUIPMENT, FACILITIES AND SERVICES TO BE PROVIDED BY THE PROCURING ENTITY OR THE STAKEHOLDERS

A - On the Terms of Reference

Present and justify here any modifications or improvement to the Scope of Services you are proposing to improve performance in carrying out the assignment (such as deleting some activity you consider unnecessary, or adding another, or proposing a different phasing of the activities. Such suggestions should be concise and to the point, and incorporated in your Proposal.

B - On any Personnel, Equipment, Facilities and Services to be provided by the Procuring Entity or other Stakeholders

Comment here on any personnel, equipment, facilities and services to be provided by the procuring entity or other stakeholders according to Paragraph Reference 1.4 of the Data Sheet including: administrative support, office space, local transportation, equipment, data, etc..



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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. You are suggested to present your Technical Proposal divided into the following three chapters:

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

a) Technical Approach and Methodology. You should 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. You should highlight the problems being addressed and their importance, and explain the technical approach you would adopt to address them. You should also explain the methodologies you propose to adopt and highlight the compatibility of those methodologies with the proposed approach.

b) Work Plan. You should propose the main activities of the assignment, their content and duration, phasing and interrelations, milestones (including interim approvals by the Client), and delivery dates 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. The work plan should be consistent with the Work Schedule of Form TECH-7.

c) Organization and Staffing. You should propose the structure and composition of your team. You should list the main disciplines of the assignment, the key expert responsible, and proposed technical and support staff.]



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FORM TECH-5 TEAM COMPOSITION AND TASK ASSIGNMENTS

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



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

1. Proposed Position [*only one candidate shall be nominated for each position*]: _____

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 relevant Professional Associations: _____

7. Other relevant 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: _____



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Positions held: _____

11. Detailed Tasks Assigned	12. Work Undertaken that Best Illustrates Capability to Handle the Tasks Assigned
<p style="color: red; text-align: center;">[List all tasks to be performed under this assignment]</p>	<p style="color: red;">[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.]</p> <p>Name of assignment or project: _____</p> <p>Year: _____</p> <p>Location: _____</p> <p>Client: _____</p> <p>Main project features: _____</p> <p>Positions held: _____</p> <p>Activities performed: _____</p>

13. Certification:

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

Date: _____

[Signature of staff member or authorized representative of the staff] Day/Month/Year

Full name of authorized representative: _____



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FORM TECH-7 WORK SCHEDULE

N°	Activity ¹	Weeks ²												
		1	2	3	4	5	6	7	8	9	10	11	12	n
1														
2														
3														
4														
5														
n														



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- 1 Indicate all main activities of the assignment, including delivery of reports (e.g.: inception, interim, and final reports), and other benchmarks such as Client approvals. For phased assignments indicate activities, delivery of reports, and benchmarks separately for each phase.
- 2 Duration of activities shall be indicated in the form of a bar chart.



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FORM TECH-8 DECLARATION OF INTEREST

DECLARATION FORM

1. Any legal or natural person, excluding any permanent employee of EHB, may make an offer or offers in terms of this tender invitation. In view of possible allegations of favoritism. Should the resulting tender, or part thereof be awarded to-
 - a. Any person employed by the EHB in the capacity of supplier, consultant or service provider, or
 - b. Any person who acts on behalf of EHB
 - c. Any person who having kinship, including blood relationship, with a person employed by, or who acts on behalf of EHB; or
 - d. Any legal person which is in any way connected to any person contemplated in paragraph (a) , (b),or (c),

It is required that:

The Tenderer or his/her authorized representative shall at submission of the tender document declare his /her positions vis-à-vis EHB and/or take an oath declaring his/her interest, where it is known that any such relationships exists between the Tenderer and a person employed by EHB in any capacity.

2. Does such a relationship exist?

YES/NO

If YES, state particulars of all such relationships (if necessary, please add additional pages containing the required information)

NAME
 POSITION
 OFFICE WHERE EMPLOYED
 TELEPHONE NUMBER
 RELATIONSHIP



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NAME
POSITION
OFFICE WHERE EMPLOYED
TELEPHONE NUMBER
RELATIONSHIP

3. Failure on the part of the Tenderer to fill in and/or sign this certificate may be interpreted to mean an association as stipulated in paragraph 1, above, exists.

4. In the event of a contract being awarded to a Tenderer with an association as stipulated in paragraph 1, *above*, and it is subsequently known that false information was provided in response to the above question, EHB may, in addition to any other remedy it may have
 - a. Recover from the supplier all costs, losses or damages incurred or sustained by EHB as a result of the award of the contract; and/or
 - b. Cancel the contract and claim any damages, which EHB may suffer by having to make less favorable arrangements after such cancellation.

.....
SIGNATURE OF DECLARANT

.....
TENDER NUMBER

.....
DATE

.....
POSITION OF DECLARANT

.....
NAME OF COMPANY OR TENDERER



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Section 5. FINANCIAL PROPOSAL – STANDARD FORMS

Financial Proposal Standard Forms shall be used for the preparation of the Financial Proposal according to the instructions provided under para. 7 of the Instructions to Consultants.

FIN-1 Summary of Costs



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FORM FIN-1 SUMMARY OF COSTS

Item	Costs		
	Amount Excl. VAT	VAT	Amount Including VAT
Total Costs of Financial Proposal			

Includes all taxes.



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GENERAL CONDITIONS OF CONTRACT (GCC)

1 DEFINITIONS

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

- a) "The Contract" means the agreement entered into between the Employer and the Service Provider, as recorded in the Contract Form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
- b) "Pricing Form" is the priced and completed list of items of Services to be performed by the Service Provider forming part of his Tender;
- c) "The Contract Price" means the price payable to the Service Provider under the Contract for the full and proper performance of its contractual obligations.
- d) "The Services" means the various maintenance and emergency repair services that are the subject of this contract and/or other materials which the Service Provider is required to supply to the Employer under the Contract.
- e) "GCC" means the General Conditions of Contract contained in this section.
- f) "The Employer" means the organization purchasing the Services as named in the General Conditions of Contract.
- g) "Service Provider" is a person or corporate body who's Tender to provide the Services has been accepted by the Employer
- h) "Day" means calendar day.

2 APPLICATION

2.1 These General Conditions shall apply to the extent that they are not superseded by provisions of other parts of the Contract.

3 LANGUAGE

- 1.1 This Contract has been executed in the English language which shall be the binding and controlling language for all matters relating to the meaning or interpretation of this Contract.

4 QUALITY OF SERVICES

The Service Provider shall perform the Services in accordance with the Specifications and the Pricing Forms, and carry out its obligations with all due diligence, efficiency, and economy, in accordance with generally accepted professional techniques and practices, and shall observe



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sound management practices, and employ appropriate advanced technology and safe methods. The Service Provider shall always act, in respect of any matter relating to this Contract or to the Services, as faithful adviser to the Employer, and shall at all times support and safeguard the Employer's legitimate interests in any dealings with Subcontractors or third parties. 15

5 APPLICABLE LAW

5.1 This Contract shall be interpreted in accordance with the laws and regulations in effect in The Kingdom of Eswatini.

6 CONTRACT EFFECTIVENESS

6.1 This Contract shall come into effect on the date the Contract is signed by both parties.

7 LOCATION FOR PROVISION OF SERVICES

7.1 The Services shall be performed at such locations as are specified in the specifications and, where the location of a particular task is not so specified, at such locations, as the Employer may approve.

8 USE OF CONTRACT DOCUMENTS AND INFORMATION

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

8.2 Any document, other than the Contract itself, enumerated in GCC Clause 8.1 shall remain the property of the Employer and shall be returned (in all copies) to the Employer on completion of the Service Provider performance under the Contract if so required by the Employer .

9 PRIOR APPROVAL FROM EMPLOYER

The Service Provider shall obtain the Employer'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) Changing the Program of activities; and
- d) Any other action that may be specified in writing
- e)



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DECLARATION OF ELIGIBILITY (In Company Letterhead)

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

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

To: The Secretary of the Tender Committee Eswatini Housing Board
P.O. Box 798 Mbabane

Dear Sirs,

Re: Tender No.4 of 2021/2022 QMS External Audit We hereby declare that: -

- a) I/We, including any joint venture partners or consortium partners, are a legal entity and have the legal capacity to enter into the contract;
- b) I/We are not insolvent, in receivership, bankrupt or being wound up, our affairs are not being administered by a court or a judicial officer, our business activities have not been suspended, and we are not the subject of legal proceedings for any of the foregoing;
- c) I/We have fulfilled our obligations to pay taxes and social security contributions;
- d) I/We have not, and our directors or officers have not, been convicted of any criminal offence related to our/their professional conduct or the making of false statements or misrepresentations as to their qualifications to enter into a contract within a period of five years preceding the commencement of the procurement proceedings; and
- e) I/We do not have a conflict of interest in relation to the procurement requirement.
- f) I/We do not have any of its directors 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;
- g) I/We are not subject to suspension in accordance with section 55, and none of its directors or officers have been involved in a tenderer or supplier currently subject to suspension.

Signed

Authorised Representative

Date

