



REQUEST FOR PROPOSALS: NO 2: 2018/2019

**TERMS OF REFERENCE FOR THE DEVELOPMENT OF A SOCIAL MEDIA
STRATEGY FOR THE SWAZILAND TOURISM AUTHORITY**



TABLE OF CONTENTS

1. GENERAL INFORMATION AND PROJECT BACKGROUND.....	3
2. INSTRUCTIONS TO CONSULTANTS	4
3. SCOPE OF PROJECT.....	6
4. DELIVERABLES	7
5. INSTITUTIONAL ARRANGEMENTS.....	7
6. ASSIGNMENT PERIOD	7
7. EVALUATION OF BIDS	7
8. EVALUATION CRITERIA FOR TECHNICAL PROPOSALS.....	8
9. EVALUATION OF FINANCIAL PROPOSALS	8
10. CLOSING DATE.....	9



Terms of Reference for the Development of a Social Media Strategy for the Swaziland Tourism Authority

Purpose	To outsource the Development of a Social Media Strategy for the Swaziland Tourism Authority
Submission date of Proposals	08TH June 2018
Duration of Project/ Contract	Two months from date of contract signing

1. GENERAL INFORMATION AND PROJECT BACKGROUND

The Swaziland Tourism Authority (STA) is a government parastatal established by Swaziland Tourism Act, 2002. The Authority, which became operational in 2002, is charged with fostering the development of the tourism industry in Swaziland and marketing the country as a preferred destination in Africa. In order to achieve this mandate, STA executes a broad spectrum of marketing activities and support activities at different market segments domestically, regionally and internationally. This is done to continuously increase the destination's brand awareness in all the source markets.

One of the key platforms utilized as an enabler to promote the destination is the use of digital platforms/ new media such as the web and other means. For this reason, STA would like to request for a development of a social media strategy. Social media interactions will integrate with the existing website product management system and will further be used to support marketing efforts of STA and by so doing help promote the destination. New media has completely transformed the way business is done in organizations and people are always in search of what is relevant to them online.

The destination brand is positioned at the **“ROYAL EXPERIENCE”**

Kingdom of Swaziland Attributes:

- ✓ Culture and Heritage
- ✓ Landscapes and natural beauty
- ✓ Adventure
- ✓ Friendly People
- ✓ Scenic Splendor
- ✓ Peace and Tranquility
- ✓ Safaris



Objectives of using new media platforms for the STA:

- ✓ It will enable the STA to create high level awareness amongst their target audience and reinforce credibility of the country through a constant public relations campaign in the relevant media
- ✓ It will increase the media profile of brand Swaziland
- ✓ It will showcase key stories and successes to clients
- ✓ It will enable direct access of communication between the client and STA
- ✓ It will enable the STA to do press releases, press statements, articles, press briefings which is a vital part of any PR Campaign

STA therefore seeks to engage a reputable company that will develop a social media strategy to be used for the next three years.

STA's Marketing Objectives:

STA's primary objectives are to develop marketing programmes/ tools to increase destination awareness and conversion to choosing Swaziland at the preferred tourist destination which will result in the following:

- ✓ Increased arrivals into the country
- ✓ Increased Tourist spend
- ✓ Increased length of stay
- ✓ Increased geographic spread of visitors according to the regional themes
- ✓ Improving seasonality patterns

2. INSTRUCTIONS TO CONSULTANTS

2.1 STA wishes to invite reputable registered companies to submit proposals for the development of a Social Media Strategy for the organisation.

Consultants shall make a payment of a non-refundable tender fee of E 500.00 to Swaziland Tourism Authority offices on the address below:

**Swaziland Tourism Authority
6th Floor Dlanubeka Building
Corner of Mdada and Lalufadlana Streets
Mbabane**



2.2 The submission should follow a two envelope system as follows:

- Technical submission
- Financial submissions.

Each part should be separately sealed in an envelope and the envelope containing the technical part should be clearly marked and labelled.

2.3 Proposals should be submitted at the Swaziland Tourism Authority' Reception by the 8th June 2018 at 16:00 hrs. The physical address to the office is as follows:

**Swaziland Tourism Authority
6th Floor Dlanubeka Building
Mbabane**

2.4 Late submissions will not be accepted; telephone or fax submissions will also not be accepted. The bidder bears the responsibility of ensuring their submissions are delivered on time; STA accepts no liability for delayed delivery of the submission however caused.

2.5 Proposal will be valid for a period of sixty (60) calendar days from the closing date of accepting the proposals. Any extensions required will be communicated to the bidders in writing.

2.6 Quoted prices are to be stated in Swaziland Lilangeni currency (SZL) and should remain fixed for the period of the contract. Prices should be inclusive of all relevant taxes. Any price variations will not be accepted. Where a brand name has been specified, it should be noted that it is for purposes of guidance only.

2.7 Submissions should also include the following:

- Current trading licence
- Current tax clearance for tender
- Form J and C (for companies)
- Profile
- Certificate of Incorporation(for companies)
- Labour Compliance Certificate
- IDs of Directors
- Police Clearance for Directors
- SNPF compliance certificate
- Proof of payment for E500 tender fee

2.8 STA reserves the right to cancel, suspend or reject any proposal submissions for any reason without divulging the reasons to any of the bidders. Notwithstanding anything in the foregoing, STA is not bound to accept the lowest bid or to incur any expenses in the preparation of the tender submission.



2.9 Any substantive queries regarding this tender should be reduced to writing and submitted to the **Secretary to Tender Board on [Tel:+26824049675](tel:+26824049675), Email: AA@tourismauthority.org.sz** no less than 7 days before the tender closing date, information requested by the tenderers will not be unreasonably withheld

2.10 If for whatever reason it becomes necessary to make amendments or additions to the TORs, an addendum will be issued to all the bidders.

2.11 Any company that engages or attempts to unlawfully solicit information relating to this consultancy from STA staff members will be disqualified and their submissions returned instantly.

2.12 All proposals submitted and all other related information shall be treated with the strictest confidence and remains the property of STA; none of the information shall be passed on to the third party unless otherwise required by Law.

2.13 Any material deviation and failure to comply with the stipulated terms of reference may result in the loss of marks or subsequent disqualification as relevant.

2.14 STA may request to conduct a site inspection of the client's office and infrastructure during the assessment and adjudication process of the proposals and request for a dummy presentation

3. SCOPE OF PROJECT

The selected company must undertake the following activities:

- provision of a clear cut social media strategy to increase visibility, following and traffic across all social media platforms
- Incorporate strategies for social media campaigns, digital production and paid for digital content
- Prepare detailed implementation budget
- Identify online target audiences for all social media platforms
- Identify relevant social media platforms to be used for brand Swaziland
- Develop a robust and effective content strategy which will include the following steps: Engagement process, online strategy development, community development, content planning and development, content distribution and content amplification.



4. DELIVERABLES

The Consultant will be expected to deliver a Social Media Strategy encompassing the following strategies:

- Content strategy
- Promotion strategy
- Engagement strategy
- Conversion strategy
- Always on advertising strategy

5. INSTITUTIONAL ARRANGEMENTS

a) The service provider must be a single legal entity with all other necessary expertise secured via sub-contract, or under a joint venture arrangement. STA will enter into a single contract with a single entity for the delivery of the work set out in these tender documents.

b) The Consultant will report to the Marketing Manager.

b) STA will provide all the documents and information necessary for the assignment.

c) The STA shall formally introduce the Consultant to all stakeholders.

6. ASSIGNMENT PERIOD

The assignment will be undertaken within Two (2) months.

7. EVALUATION OF BIDS

The evaluation of the submissions will be done in three parts:

- a) The compliance/preliminary assessment which carries no marks
- b) The technical evaluation stage carrying a weighting of 80%. A criterion for this evaluation is outlined in 8.
- c) Financial evaluation stage shall carry a weighting of 20 % of the entire score.



The total score will then be computed by addition of the technical and financial scores.

8. EVALUATION CRITERIA FOR TECHNICAL PROPOSALS

Technical tenders will be evaluated on the following areas:

- a) Methodology / Approach (25%)
- b) Work plan (15%)
- c) Experience and knowledge in developing similar strategies (35%)
- d) Qualifications and relevant experience of key team members (20%)

Only entities who score a minimum of 70% will qualify for the financial evaluation.

9. EVALUATION OF FINANCIAL PROPOSALS

The lowest evaluated Financial Proposal (F_m) will be given the maximum financial score (S_f) of 100 points. The financial scores (S_f) of the other Financial Proposals will be computed as follows: $S_f = 100 \times F_m / F$, in which S_f is the financial score, F_m is the lowest price and F the price of the proposal under consideration.

Proposals will be ranked according to their combined technical (S_t) and financial (S_f) scores using the weights (T = the weight given to the Technical Proposal; P = the weight given to the Financial Proposal; $T + P = 1$) indicated in the Data Sheet: $S = S_t \times T\% + S_f \times P\%$. The firm achieving the highest combined technical and financial score will be invited for negotiations.

The weights given to the Technical and Financial Proposals are:

$$T = 0.8$$

$$P = 0.2$$



10. CLOSING DATE

- a.) The closing date for submission of proposals is the 8th June 2018 at 4.00PM Swaziland time. Submitted tenders will be opened at 4.00 PM (immediately after deadline).
- b) Submitted Sealed Proposals should be clearly marked “**Proposal for Development of a Social Media Strategy**” and addressed:

**Tender Committee
Swaziland Tourism Authority
P O Box A1030
Swazi Plaza
Mbabane**

- c.) No proposals received after the deadline will be accepted.
- d.) No electronic submissions will be accepted. Late, incomplete, telephoned or telegraphic tenders will not be considered.



FORM A

SWAZILAND TOURISM AUTHORITY- COMMITMENT FORM

TENDER NO: 2 OF 2018/2019 Proposal for Development of a Social Media Strategy

I (name of tenderer in full).....
.....hereby agree to deliver all goods and services at the same time without altering the tendered price I quoted during tender submission date.

Residential
Address.....
.....

Business
Address.....
.....

Postal
Address.....
.....

Telephone
Number.....

Email
Address.....

Name of person authorized to sign this tender:

NAME.....

SIGNATURE.....



FORM B: BID SUBMISSION FORM

[Note to Tenderers: This Bid Submission Form should be on the letterhead of the Company and should be signed by a person with the proper authority to sign documents that are binding on the entity. It should be included by the tenderer with the submitted tender.]

[Location]

[Date]

Procurement Reference No: [Insert Tender number]

To: [Name and address of Procuring Entity]

Dear Sirs:

We, the undersigned, declare that:

- (a) We offer to provide the service for [insert a brief description of the tender] in conformity with your invitation to tender;
- (b) The schedule of prices of our proposal is attached.
- (c) Our tender shall be valid for a period of [specify the number of calendar days] days from the date fixed for the tender submission deadline in accordance with the Tender and it shall remain binding upon us, subject to any modifications resulting from negotiations, and may be accepted at any time before the expiration of that period;
- (d) We understand that you are not bound to accept any proposal that you receive;

Dated on _____ day of _____ [insert date of signing]

Name: [insert complete name of person signing the proposal]

In the capacity of [insert legal capacity of person signing the proposal]

Signed: [signature of person whose name and capacity are shown above]

Duly authorized to sign the tender for and on behalf of: [insert complete name of Tenderer]



FORM C: DECLARATION OF ELIGIBILITY

[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.]

**To: The Chief Executive Officer
Swaziland Tourism Authority
P.O. Box A1030
Swazi Plaza
Mbabane**

Dear Sirs,

a. RE: TENDER NO: 3 OF 2018-19 Proposals for Development of a Social Media Strategy.

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.
- 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
Authorized Representative
Date



CONTRACT TERMS AND CONDITIONS

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 Procuring Entity and the Tenderer, as signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
- b) “Services” means the work to be performed by the consultant pursuant to this Contract.
- c) “The Contract Price” means the price payable to the Tenderer under the Contract for the full and proper performance of its contractual obligations.
- d) “Local Currency” means Lilangeni (SZL).
- e) “The Procuring Entity” means the Swaziland Tourism Authority, an organization requesting for the proposal.
- f) “Supplier” means any private or public entity that will provide the Services to the Authority under the Contract.
- g) “Effective Date” means the date on which this Contract comes into force and effect

2. APPLICATION

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

3. STANDARDS

The Consultant shall perform the consulting work and carry out their obligations hereunder with all due diligence, efficiency and economy, in accordance with generally accepted professional standards and practices, and shall observe sound management practices, and employ appropriate technology and safe and effective equipment, machinery, materials and methods. The Supplier shall always act, in respect of any matter relating to this Contract or to the Services, as faithful advisers to the Authority, and shall at all times support and safeguard the Authority’s legitimate interests in any dealings with Sub consultancies or third Parties



4. USE OF CONTRACT DOCUMENTS AND INFORMATION

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

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

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

5. PATENT RIGHTS

5.1 The Consultant shall indemnify and hold harmless the Procuring Entity against all third-party claims of infringement of patent, trademark, industrial design, or intellectual property rights arising from use of the Goods or any part thereof.

6. DELIVERY OF DOCUMENTS

6.1 Delivery of the documents shall be made by the Consultant in accordance with the terms specified in the Schedule of Requirements. The details of shipping and/or other documents to be furnished by the Consultant shall be specified in the Contract.

6.2 For purposes of the Tender, the trade terms used to describe the obligations of the parties shall have the meanings assigned to them by the current edition of Incoterms published by the International Chamber of Commerce, Paris.

7. PAYMENT

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

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

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



8. PRICES

8.1 Prices charged by the Consultant for Services performed under the Contract shall not vary from the prices quoted by the Consultancy in its tender.

9. CONTRACT AMENDMENTS

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

10. ASSIGNMENT

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

11. SUBCONTRACTS

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

12. DELAYS IN THE CONSULTANT PERFORMANCE

12.1 Performance of services shall be made by the Consultant in accordance with the time schedule prescribed by the Procuring Entity.

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

12.3 Except as provided under Clause 12, a delay by the Consultant in the Performance of its delivery obligations shall render the Consultant liable to the imposition of liquidated damages pursuant to Clause 13, unless an extension of time is agreed upon without the application of liquidated damages.



13. LIQUIDATED DAMAGES

13.1 Subject to Clause 17, if the Consultant fails to deliver the work within the period(s) specified in the contract, the Procuring Entity shall, without prejudice to its other remedies under the Contract, deduct from the contract price, as liquidated damages, a sum equivalent to the 20%(percent) of the proposed cost of unperformed services for each week or part thereof of delay until actual delivery or performance, up to a maximum deduction of 60% (percent). Once the maximum is reached, the Procuring Entity may consider termination of Contract.

14. TERMINATION FOR DEFAULT

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

a) If the Consultant fails to deliver the work within the period specified in the contract, or within any extension thereof granted by the procuring entity pursuant to Clause 17; or

b) If the Consultant fails to perform any other obligation(s) under the contract.

14.2 In the event the Procuring entity terminates the contract in whole or in part, pursuant to clause 13.1, the Procuring Entity may procure, upon such terms and in manner as it deems appropriate, goods or services similar to those undelivered, and the consultant shall be liable to the procuring Entity for any excess cost for such similar services. However, the consultant shall continue performance of the contract to the extent not terminated.

15. FORCE MAJEURE

15.1 Notwithstanding the provision of Clause 12, 13 and 14, the consultant shall not be liable for liquidated damages or termination for default if and to the extent that it's delay in performance or other failure to perform its obligation under the contract is the result of Force Majeure.

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

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



16. TERMINATION FOR INSOLVENCY

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

17. RESOLUTION OF DISPUTES

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

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

17.3 The arbitrator shall determine the matters in dispute in accordance with the laws in effect in Swaziland.

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

18. APPLICABLE LAW

18.1 The contract shall be interpreted in accordance with the laws and regulations in effect in the Kingdom of Swaziland

19. NOTICES

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

19.2 A notice shall be effective when delivered or on the notice's effective date, whichever is later.

20. TAXES AND DUTIES

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



