













prevent it from operating bank accounts, raising finance and conducting other activities that are essential to the running of a business.

- It has an adequately qualified and experienced team assigned for the work under this tender.
26. The tender shall remain valid and open for acceptance by NDMA for not less than ninety (90) days after the submission of tenders.
  27. A tender document submitted by a joint venture (JV) of two or more companies must be accompanied by a document forming the joint venture. The JV must be duly registered and authenticated by a notary public or other official deputed to witness sworn statements, in which precisely defined the conditions under which the joint venture will function, its period of duration, the persons authorized to represent it and obligated thereby, the participation of the several companies forming the joint venture, and any other information necessary to permit a full appraisal of its function. The JV agreement should be submitted with the tender documents.
  28. Tenderers are advised to provide all relevant information as required.
  29. Any document submitted in reply to the Invitation to Tender shall become the property of the NDMA. NDMA will use commercially confidential or proprietary information solely for the purpose of the evaluation of tenders and the selection of a suitable contractor.
  30. Figures should not be altered or erased; any alteration should be effected by striking through the incorrect figures and inserting the correct figures in ink above the original figures. All such amendments should be initialled by the tenderer in ink.
  31. Arithmetical errors will be rectified only if there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity. In such case, the unit price shall prevail, and the total price shall be corrected. If the tenderer does not accept the correction of the errors, the tender will be rejected. If there is a discrepancy between words and figures, the amount in words will prevail.
  32. NDMA will award the contract to the tenderer whose tender has been determined to be substantially responsive to the tender documents and who has offered the best evaluated tender price, provided that, such tenderer has demonstrated the capability and resources to complete the contract, and has offered the appropriate equipment and experienced personnel for the intended operation.
  33. Notice of intention to award the tender shall be sent to all Service Providers who participated in the tender and shall further be published in the Swaziland Public Procurement Regulatory Agency website
  34. Tenderers must provide the following information in two sets, one in hard copy and the other in a soft copy (scanned format), as part of their the **Technical Proposal**
    - Company profile.
    - A certified copy of Tax Compliance Certificate.
    - A certified copy of Trading License.
    - Labor compliance certificate
    - A copy of the Tenderers Company audited annual financial statements for the past three years or since inception.
    - Names and Contact Details of at least three (3) reference customers
    - Statement of Joint Ventures/Partnerships (if any)
  35. If the tenderer has any doubts as to the meaning of any portion of this document, he should set out in his covering letter the interpretation on which he relies.
  36. The onus is on tenderers to furnish sufficient information for a full technical and financial evaluation of offers.



37. The NDMA reserves the right at any point of the tender process, to disqualify any non-compliant tender proposal (i.e. proposals failing to meet the terms of these instructions) received.
38. The NDMA reserves the right to require a performance guarantee for any upfront payment required by the vendor.
39. **Tender prices must clearly reflect separately all taxes to be charged.**
40. Any query in connection with the Tender or the Invitation to Tender shall be submitted in writing to the Head of Supply Chain: [procurement@ndma.co.sz](mailto:procurement@ndma.co.sz).





## SECTION D: TENDER EVALUATION PROCESS & CRETERIA

All application shall be evaluated at three (03) stages: the Preliminary Evaluation, Technical Evaluation and Financial Evaluation: The Quality and Cost Based Selection (QCBS) criteria shall be used in the evaluation of this tender.

1. **A Preliminary Evaluation:** to determine whether tenders are complete and responsive to the basic instructions and requirements of the tender document. Completeness of tender shall be determined against the submission of the relevant documents as set out in SECTIION B above. Failure to comply would result in bid disqualification from the process.
2. **A Technical Evaluation:** in conducting the technical evaluation, the NDMA shall consider in detail all the submitted documents including the tenderer's experience and qualification as stated above. The relevant trade references shall be consider as well. The NDMA shall allocate points in accordance with a set schedule and a successful tenderer must obtain at least 70% at this level to be considered for further evaluations.

TECHNICAL EVALUATION	
Criteria	Max Points
<b>Relevant Experience</b>	<b>60</b>
<ul style="list-style-type: none"><li>• Proven Knowledge and Experience in mobile applications and technologies</li></ul>	30
<ul style="list-style-type: none"><li>• Proven track record and references for similar assignments conducted</li></ul>	20
<ul style="list-style-type: none"><li>• General understanding of the required solution</li></ul>	10
<b>Consultants Qualifications</b>	<b>25</b>
<ul style="list-style-type: none"><li>• Qualifications of team to be involved. (provide detailed curriculum vitea)</li></ul>	25
<b>Capacity to Undertake Assignment</b>	<b>15</b>
<ul style="list-style-type: none"><li>• Detailed schedule and performance methodology</li></ul>	10
<ul style="list-style-type: none"><li>• Detailed work plan with timelines</li></ul>	05
<b>TOTAL MAXIMUM POINTS</b>	<b>100</b>

3. **A Financial Evaluation:** to compare tender prices in order to determine the tender with the lowest evaluated price. All prices must be in SZL Emalangen currency and must include all applicable taxes. The Financial Proposal must be submitted in a separate envelop, clearly marked as "**FINANCIAL PROPOSAL**" Foreign currency rate will be converted to Lilangeni (SZL) at the official selling rate published by the Central Bank of Swaziland on the day of the latest submission date of the tender. Evaluation will take place in Lilangeni (SZL) only.

### **Evaluation for Quality and Cost based Proposals**

The lowest evaluated Financial Proposal (FM) will be given the maximum financial score (Sf) of 100 points. The financial scores (Sf) of the other Financial Proposals will be computed as follows:



$$\underline{Sf = 100 \times FM / F}$$

**Where:**

Sf: the financial score,

FM: the lowest price and

F: price of the proposal under consideration.

Proposals will be ranked according to their combined Technical (St) and Financial (Sf) scores using the weights (T = the weight given to the Technical Proposal; P = the weight given to the Financial Proposal; T + P = 1) indicated as:

$S = St \times T\% + Sf \times P\%$ . The firm achieving the highest combined technical and financial score will be recommended for tender award.

*The weights given to the Technical and Financial Proposals are:*

$$T = 0.7$$

$$P = 0.3$$



**SECTION E - TENDER ELIGIBILITY DECLARATION**

[Name of Bidder, Address, and Date]

The Chief Executive Officer  
National Disaster Management Agency  
PO Box 8909  
Mbabane H100  
Swaziland

Dear Sir,

RE: **Tender No: 2018/011 – Disaster Alert Mobile Solution**

The above subject refers,

We, the Directors of the above-mentioned company, hereby declare that:

- a) We, have a legal capacity to enter into the contract;
- b) We, are not insolvent, in receivership, suspended, bankrupt or being wound up and not subject of any legal proceedings;
- c) We, have not been convicted of any criminal offence related to professional conduct or making of false statement or misrepresentations of qualifications to enter into a contract within a period of five (5) years preceding the commencement of the procurement proceedings; and
- d) We do not have a conflict of interest in relation to the procurement requirement.
- e) We have fulfilled our obligations to pay taxes and social security contributions; and adhere to basic labour legislation.
- f) We are not subject to suspension from participating in public procurement; and none of our directors or officers have been involved in a tenderer or supplier currently subject to suspension.

Authorized (Full Name): .....Position .....

Signature:.....Date:.....



**SECTION F - TENDER SUBMISSION FORM**

**TENDER SUBMISSION REGISTER**

TENDER No. : NDMA 2018/011  
TENDER NAME: DISASTER ALERT MOBILE SOLUTION

DATE	BIDDER NAME	SUBMISSION TIME	SUBMITTED BY	CONTACT NUMBER	EMAIL ADDRESS	SIGNATURE

**SECTION G: INSTRUCTION TO TENDERERS**

**INSTRUCTION TO TENDERERS**

**1. DEFINITIONS**

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

- a) "the Agent" means the consultant engaged by the NDMA for the proper performance of the required services
- b) "The Contract" means the agreement entered into between the Procuring Entity and the Supplier, as signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
- c) "The Contract Price" means the price payable to the Supplier under the Contract for the full and proper performance of its contractual obligations.
- d) "The Services" means the scope of works and performance deliverables expected from the consultant in pursuant to this agreement.
- e) "The Procuring Entity" means the National Disaster Management Agency, an organization purchasing the Goods.
- f) "The NDMA" means the National Disaster Management Agency to whom the services shall delivered.

**1. TRANSFER OF CONTRACT**

- 1.1. Except with the prior written consent of National Disaster Management Agency, the Consultant:
- a. Shall not transfer or otherwise dispose of its rights or obligations under the present contract;
  - b. Shall not sub-contract or otherwise transfer responsibility of the whole or any part of the services.



## **2. TERMINATION AND RENEWAL OF CONTRACT**

- 2.1. Both parties to this agreement shall have the right to terminate the contract upon giving the other party a notice equivalent to fourteen working days. Such notice shall be deemed to have been received by the other party one (01) day from the date of transmission.
- 2.2. The contract will be terminated upon completion of the services identified in subsection 1.2 above or by mutual agreement between the two parties.
- 2.3. The NDMA shall terminate this agreement where;
  - a. The performance of the Consultant is continuously substandard and not satisfactory after due notification and advice by the NDMA.
  - b. It is so determined that the consultant offered or promised to offer anything of value for the purposes of influencing the appointment decision of this contract, the NDMA shall terminate this agreement immediately
  - c. Where the consultant consistently fail to deliver the required services within the timeframe specified in table 1.1 above
- 2.4. The Consultant shall terminate this agreement where;
  - a. The NDMA continuously fail to provide relevant documentation, information and or any material considered paramount for the successful completion of this service.
  - b. There is unjustifiable delay on payment of services rendered

## **3. DISPUTES AND APPEALS**

- 4.1. Any dispute or controversy arising from the implementation or application of this Contract shall be settled by negotiation, with a view to an amicable settlement.
- 4.2. In the event any matter remains unresolved after such negotiations referred to in Clause 3.1. above, this must be resolved by an arbitrator who shall be jointly appointed by both parties. The cost of such arbitration services shall be born in equal proportions by both parties.
- 4.3. Any party shall be entitled to demand in writing that the dispute be referred for arbitration within seven (7) days after an agreement could not be reached.
- 4.4. The finding of the arbitrator shall be final and binding on the parties and may only be made an order of court should one of the parties fail, refuse or neglect to give effect to the arbitrator's finding or award.
- 4.5. Otherwise save for the generality of this clause the parties shall reserve the right to refer such dispute to a court with competent jurisdiction.

## **4. MODIFICATION OR AMENDMENT**

- 5.1. Should the Parties at any stage wish to amend the provisions of this contract, including the provisions of this clause, they shall do so by way of a written amendment signed by the authorised representatives of each Party after having reached an agreement to do so.
- 5.2. Should either party (referred to as the, "Proposing Party") wish to request any amendment to the Services or the scope of Services (including the amendment of the Services, the addition of services falling within the ambit of existing Services or the omission of existing Services), the Proposing



Party shall address a written proposal to the other party (referred to as the “Proposed Party”). The proposal shall detail the desired changes or amendments through a change order request specifying the complete impact of such amendment(s) including cost impact, if any. The Proposed Party shall assess the likely impact of any proposed amendments and shall within ten (10) calendar days of receipt of the proposal, provide the Proposing Party with a change order (Change Order) in respect of such proposal, or, if such change is not acceptable to the Proposed Party, respond thereto along with reasons why it is not acceptable.

5.3. No changes, additions or omissions of the Services shall be effective or binding on the Parties unless the Change Order (amended as agreed between the Parties) has been mutually discussed, agreed and signed by the authorised representatives of both Parties and in this regard the Parties undertake to discuss all such Change Orders within reasonable time.

5.4. The Change Order shall inter alia indicate:

- a. the effect of the change order, if any, on the fees and charges which are payable by the NDMA to the Consultant;
- b. the impact of the changes, additions or omissions to the services and to any other process, environment or system within the NDMA’s business of which the NDMA is aware or ought reasonably to have been aware;
- c. The anticipated time schedule for implementing the Change Order.

## **5. CONFIDENTIALITY AND OWNERSHIP OF DOCUMENTS**

5.5. National Disaster Management Agency will be responsible for obtaining and providing reasonable access to all information and documentation necessary to fulfil the assignment.

5.6. All documents, articles, reports, data and other information in whatever form provided, obtained or made available howsoever to the Consultant under or in connection or by virtue of this contract shall be deemed confidential. The Consultant shall not be entitled to make copies or make use of the same for carrying out any work or in employing any of them in any other way not related to this contract.

5.7. The copyright, as well as ownership in the final tangible Product of the Services shall vest in National Disaster Management Agency after payment of the Consultant’s fees.

5.8. NDMA agrees to keep confidential and not to disclose to any third party the methodology or technology the Consultant used to perform the Services.

All Tender Documents must be addressed to:

***THE SECRETARY OF THE MANAGEMENT TENDER COMMITTEE,  
NATIONAL DISASTER MANAGEMENT AGENCY  
RHUS OFFICE PARK MBABANE.***

