

INVITATION TO TENDER

REQUEST FOR PROPOSALS

PROVISION OF E DIGITISATION & ELECTRONIC FILE MANAGEMENT SYSTEM

FOR THE CONCILIATION MEDIATION & ARBITRATION COMMISSION

[CMAC/RFP/01/2024]

Tenders are hereby invited from suitably qualified service providers to provide digitization and Electronic File Management System services to the Conciliation Mediation and Arbitration Commission [CMAC].

Terms of reference may also be accessed from the website of Eswatini Public Procurement Regulatory Agency [ESPPRA]: www.esppra.co.sz and CMAC's website: www.cmac.org.sz

Tenders should be submitted with the original receipt as proof of payment of a nonrefundable tender fee of **E500.00**. Tenders should be delivered, in a sealed envelope, into the tender box at the Reception of CMAC located at the address:

**Conciliation, Mediation and Arbitration Commission [CMAC] First floor,
Mbabane House, Mahlokohla Street, Mbabane Eswatini**

Tenders should be clearly marked with the words:

PROVISION OF E DIGITISATION & ELECTRONIC FILE MANAGEMENT SYSTEM

FOR THE CONCILIATION MEDIATION & ARBITRATION COMMISSION

[CMAC/RFP/01/2024]

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The closing date for submission of tenders and opening is **Wednesday, 26 March 2025 at 12H00**. Late, incomplete, telephone or telegraphic tenders will **NOT** be considered. Any actions or tendencies that will be interpreted as an attempt to interfere with or influence the tendering process will result in immediate disqualification of the Tenderer. All enquiries relating to this tender may be addressed to the Total Quality Management Officer on email – procurement@cmac.org.sz

1. INTRODUCTION

The Conciliation, Mediation and Arbitration Commission [CMAC] is a Category "A", Group "C" Government Public Enterprise established under the Ministry of Labour and Social Security [MoLSS] in terms of Section 62 of the Industrial Relations Act [Act No.1 of 2000, as amended]. The establishment of CMAC in Eswatini gave effect to the International Labor Organization [ILO] Voluntary Conciliation and Arbitration Recommendation, 1951 which sanctions that voluntary conciliation and arbitration machinery should be made available at national level to assist in the prevention and settlement of industrial disputes between employers and employees.

The Conciliation, Mediation and Arbitration Commission [CMAC] was established to provide accessible, expeditious, cost-effective, fair and equitable dispute resolution mechanisms with the aim of fostering harmony in industrial relations. Section 64[1] has a detailed tabulation of CMAC's core services. Sections 64[2] and [3] as read with Section 72[1] list the services which CMAC may provide at a fee subject to Section 72[2] of the Industrial Relations Act, 2000 [as amended]. These dispute resolution mechanisms through which CMAC discharges its statutory mandate, being conciliation, mediation and arbitration, are otherwise known as Alternative Dispute Resolution [ADR] services.

The Commission seeks to appoint an experienced firm or consultant to implement CMAC digitization and e-filing systems.

digitize its record keeping systems for purposes of facilitating ease of accessibility, mitigation of risk of loss in any form

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3 TERMS AND CONDITIONS

The terms set forth in this Request for Proposal [RFP] will form part of the service contract, should the Commission accept your proposal. Any such contract will require compliance with all factual statements and representations made in the proposal, subject to any modifications agreed to by the Commission in the context of any negotiations entered into.

CMAC may, at its discretion, cancel the requirements in part or in whole. It also reserves the right to accept or reject any proposal and to annul the selection process and reject all proposals at any time prior to selection, without thereby incurring any liability to proposers/firms.

The clause headings in this Contract are used for convenience and reference purposes only and shall not be used in the interpretation nor be deemed to modify or amplify the terms of this Agreement or any clause thereof. Unless the context clearly indicates a contrary intention, any words importing or connoting any gender includes all genders.

The singular includes the plural or vice versa. Natural persons include artificial person and vice versa and shall in the eventuality of a change in the Law in Eswatini to provide for the same, insolvency shall include judicial management. Non-Conformities, errors and omissions to any conditions stated anywhere in this will lead to disqualification.

4 REQUEST FOR CLARIFICATION OF RFP DOCUMENTS

A prospective proposer requiring any clarification of the solicitation documents may notify CMAC in writing to the email address procurement@cmac.org.sz by the specified date and time mentioned.

CMAC will respond in writing to any request for clarification of the solicitation documents that it receives before the due date published. Written copies of

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CMAC's response [including an explanation of the query but without identifying the source of inquiry] will be emailed to all prospective proposers that have received the solicitation documents.

Requests for clarification will be open from date of purchase of the RFP document until close of business on, **18th March 2025** being a week before submission date.

5 AMENDMENTS TO RFP DOCUMENTS

At any time prior to the deadline for submission of proposals, CMAC may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective proposer, modify the RFP documents by amendment. Any addendum issued will be communicated to all applicants who have notified CMAC of their intention to submit proposals.

In order to allow prospective proposers reasonable time in which to take the amendment into account in preparing their proposals, CMAC may, at its sole discretion, extend the deadline for the submission of proposal.

6 LANGUAGE OF PROPOSALS

The bid prepared by the Bidder, as well as all correspondence and documents relating to the bid exchanged by the Bidder and CMAC shall be written in English.

7 CURRENCY OF TENDER

The tender Amounts shall be expressed in Eswatini Emalangeni and the currency of payment shall be the Eswatini Emalangeni.

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8 SUBMISSION AND VALIDITY OF PROPOSALS

8.1 Submission of Tenders

Proposers shall submit their proposal in both hard and soft copy. Technical and Financial Proposals [one [1] hardcopy and one [1] soft copy] must be submitted simultaneously in separate sealed envelopes with the RFP reference and a clear description of the proposal ["TECHNICAL" or "FINANCIAL"] by **Wednesday, 26th March 2025 at 12H00**. The two [2] envelopes must be sealed in an outer envelope with the RFP reference and title.

Technical proposals [one hard copy and one soft copy] shall be submitted in one sealed envelope labelled:

CMAC/RFP/01/2024: PROVISION OF DIGITIZATION AND FILE MANAGEMENT SYSTEM FOR THE CONCILIATION MEDIATION & ARBITRATION COMMISSION [CMAC] - TECHNICAL PROPOSAL - [name and address of proposer].

Financial proposals [one hard copy and one soft copy] should be submitted in an envelope on the forms prescribed herein. Financial proposals should be sealed separately in a specially marked envelope labelled:

DO NOT OPEN – CMAC/RFP/01/2024: PROVISION OF DIGITIZATION AND FILE MANAGEMENT SYSTEM FOR THE CONCILIATION MEDIATION & ARBITRATION COMMISSION [CMAC] – FINANCIAL PROPOSAL [name and address of proposer].

Submission may be done by courier or hand delivered. Both inner envelopes should indicate the name and address of the tenderer. The first inner envelope should contain the proposer's technical proposal duly marked "original". The second inner envelope should include the financial proposal

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duly identified as such. If the envelopes are not sealed and marked as instructed, CMAC assumes no responsibility for the misplacement or premature opening of the proposals submitted.

Hard and soft copies must be delivered to:

Conciliation Mediation & Arbitration Commission [CMAC]

1st Floor, Mbabane House,

Corner of Gwamile & Mahlokohla Street

Mbabane

Attention: Tender Evaluation Committee

Proposals must be sent **ONLY** to the aforementioned address. Proposals sent to other addresses or to individuals will put the bidder's proposals at risk of being rejected. Proposals sent via e-mail or fax **WILL NOT BE ACCEPTED.**

Proposers are strongly advised to use recycled paper for all printed and photocopied documents related to the submission of this proposal and fulfilment of this contract and shall, whenever practicable, use both sides of the paper.

8.2 Validity of Tenders

All proposals shall remain valid and open for acceptance for a period of ninety [90] calendar days after the date specified for receipt of proposals. A proposal valid for a shorter period may be rejected. In exceptional circumstances, CMAC may solicit the proposer's consent to an extension of the period of validity. The request and the responses thereto shall be made in writing.

8.3 Withdrawal, Substitutions and Modifications

In the event that a tenderer wishes to withdraw a proposal after submission, a notification in writing addressed to thembinkosi.dlamini@cmac.org.sz

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followed by a signed confirmation copy prior to the deadline prescribed for submission of proposals.

Proposers may withdraw the proposal after submission provided that written notice of withdrawal is received by CMAC prior to the deadline prescribed for submission of proposals. No proposal may be modified subsequent to the deadline for submission of proposals. No proposal may be withdrawn in the interval between the deadline for submission of proposals and the expiration of the period of proposal validity.

No proposal may be withdrawn in the interval between the deadline for submission of proposals and the expiration of the period of proposal validity. There shall be no refund of the tender fee for any withdrawals.

Where a tenderer wishes to substitute or modify a tender, he/she shall do so in writing addressed to CFO, Mr. Thembinkosi Dlamini. Modified/replaced tender documents shall be clearly marked and submitted before the closing date of the tender.

All changes or modifications shall be initiated in black ink. No proposal may be modified subsequent to the deadline for submission of proposals.

9 LATE PROPOSALS

Any proposals received by CMAC after the deadline for submission of proposals shall be rejected.

10 OPENING OF TECHNICAL PROPOSALS

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Technical Proposals will be opened on **Wednesday, 26th March 2025** at **12H00** in the room designated for this purpose, at the premises of CMAC. The purpose of this public opening is to record the names of proposers having submitted proposals by the due date and time. Only technical proposals will be opened at the public opening. The financial proposals will not be opened.

Proposers submitting proposals are welcome to send one [1] representative, with proper authorization from their company, to observe the opening and recording of proposals received.

The following compliance documents will be opened during the public opening on the deadline for submissions:

- Original Receipt from CMAC as proof of purchase or tender document
- Certified copy of Valid Trading License
- Certified copy of Form J and Form C
- Power of Attorney
- Copy of Labour Compliance Certificate
- Copy of Employers Compliance Clearance Certificate
- Original and Valid Tax Compliance Certificate
- Certificate of Incorporation
- Police Clearance report for directors or affidavit for Company Directors
- ENPF Certificate

11 OPENING OF FINANCIAL PROPOSALS

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After the technical evaluation is completed, CMAC shall notify those Proposers whose Proposals did not meet the minimum qualifying technical score that their Financial Proposals will be returned unopened after completing the selection process and Contract signing.

12 CORRUPT, FRAUDULENT, COERCIVE, COLLUSIVE AND OTHER PROHIBITED PRACTICES

CMAC requires that all CMAC staff, proposers/bidders, suppliers, service providers and any other person or entity involved in CMAC-related activities observe the highest standard of ethics during the procurement and execution of all contracts.

CMAC may reject any proposal put forward by proposers, or where applicable, terminate their contract, if it is determined that they have engaged in corrupt, fraudulent, coercive, collusive or other prohibited practices.

13 CONFLICT OF INTEREST

In their proposal, proposers must confirm that, based on their current best knowledge, there are no real or potential conflicts of interest involved in rendering the Services to

CMAC and set out their policy on dealing with conflicts of interest should these arise.

14 CONFIDENTIALITY

Information relating to the evaluation of proposals and recommendations concerning selection of the Consultants will not be disclosed to Consultants that submitted proposals.

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15 GENERAL CONDITIONS OF CONTRACT

The General Conditions of Contract, as stipulated will apply:

1. Definitions	<p>1.1 The following words and expressions shall have the meanings hereby assigned to them:</p> <p>(a) "Contract" means the Agreement entered into between the Purchaser and the Supplier, together with the Contract Documents referred to therein, including all attachments, appendices, and all documents incorporated by reference therein.</p> <p>(b) "Contract Documents" means the documents listed in the Agreement, including any amendments thereto.</p> <p>(c) "Contract Price" means the price payable to the Supplier as specified in the Agreement, subject to such additions and adjustments thereto or deductions therefrom, as may be made pursuant to the Contract.</p> <p>(d) "Day" means calendar day.</p> <p>(e) "Delivery" means the transfer of ownership of the Goods from the Supplier to the Purchaser in accordance with the terms and conditions set forth in the Contract.</p> <p>(f) "Completion" means the fulfillment of the Related Services by the Supplier in accordance with the terms and conditions set forth in the Contract.</p>
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	<p>(g) "Eligible Countries" means the countries and territories eligible as listed in Section V.</p> <p>(h) "GCC" means the General Conditions of Contract.</p> <p>(i) "Goods" means all of the commodities, raw material, machinery and equipment, and/or other materials that the Supplier is required to supply to the Purchaser under the Contract.</p> <p>(j) "Purchaser" means the entity purchasing the Goods and Related Services, as specified in the SCC.</p> <p>(k) "Related Services" means the services incidental to the supply of the goods, such as insurance, installation, training and initial maintenance and other similar obligations of the Supplier under the Contract.</p> <p>(l) "SCC" means the Special Conditions of Contract.</p> <p>(m) "Subcontractor" means any natural person, private or government entity, or a combination of the above, including its legal successors or permitted assigns, to whom any part of the Goods to be supplied or execution of any part of the Related Services is subcontracted by the Supplier.</p> <p>(n) "Supplier" means the natural person, private or government entity, or a combination of the above, whose Tender to perform the Contract has been accepted by the Purchaser and is named as such in the Agreement, and includes the legal successors or permitted assigns of the Supplier.</p> <p>(o) "The Site," where applicable, means the place named in the SCC.</p>
<p>2. Contract Documents</p>	<p>2.1 Subject to the order of precedence set forth in the Agreement, all documents forming the Contract [and all parts thereof] are intended to be correlative, complementary, and mutually explanatory.</p>

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3. Corrupt Practices

3.1 The Government of Eswatini [GoS] requires that all Procurement Entities as well as Tenderers, Suppliers, Contractors and Consultants participating in contracts financed from the public funds of the Government of Eswatini, adhere to the highest ethical standards, both during the tendering process and throughout the execution of such contracts. The list of definitions set forth below involves the most common types of corrupt practices, but is not exhaustive. For this reason, the Public Procurement Board will also consider claims of similar nature involving alleged acts of corruption, in accordance with the established procedure.

a] "Bribery" means the act of unduly offering, giving, receiving or soliciting anything of value to influence the process of procuring goods or services, selecting consultants, or executing contracts.

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- b) "Extortion" or "Coercion" means the act attempting to influence the process of procuring goods or services, selecting consultants, or executing contracts by means of threats of injury to person, property or reputation.
- c) "Fraud" means the misrepresentation of information or facts for the purpose of influencing the process of procuring goods or services, selecting consultants, or executing contracts, to the detriment of the Procurement Entity/Purchaser or other participants.
- d) "Collusion" is an agreement between tenderers designed to result in tenders at artificial prices that are not competitive.

3.2 If, in accordance with the administrative procedures of the Public Procurement Board, it is demonstrated that a government/public official, or anyone acting on his or her behalf, and/or a Tenderer in a procurement process or supplier/contractor during the execution of the contract carried out in connection with a project financed from the public funds of the Government of Eswatini has committed corrupt practices, the Public Procurement Board or the appropriate Tender review Board will:

- a) reject a proposal to award a contract in connection with the respective procurement process; and/or
- b) declare a firm and/or its personnel directly involved in corrupt practices, temporarily or permanently ineligible to be awarded future contracts financed from the public funds of the Government of Eswatini.

3.3 The Tenderer shall disclose any commissions or fees that may have been paid or are to be paid to agents, representatives, or commission agents with respect to the tendering process or execution of the contract. The information disclosed must include at the name and address of the agent, representative, or commission agent, the amount and currency, and the purpose of the commission or fee. The information must be included in the Tender Submission Sheet. Furthermore, Tenderers shall be aware of the provision stated in SubClause 3.2 and Sub-Clause 35.1 [c] of the General Conditions of Contract.

3.4 Any communications between the Tenderer and the Purchaser related to matters of alleged fraud or corruption must be made

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	<p>in writing</p>
<p>4. Interpretation</p>	<p>4.1 If the context so requires it, singular means plural and vice versa.</p> <p>4.2 Incoterms</p>

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(a) Unless otherwise specified in the SCC, the meaning of any trade term and the rights and obligations of parties thereunder shall be as prescribed by Incoterms.

(b) The terms EXW, FOB, FCA, CIF, CIP, and other similar terms, when used, shall be governed by the rules prescribed in the current edition of Incoterms, published by the International Chamber of Commerce at the date of the Invitation for Tenders or as specified in the SCC.

4.3 Entire Agreement

The Contract constitutes the entire agreement between the Purchaser and the Supplier and supersedes all communications, negotiations and agreements [whether written or oral] of parties with respect thereto made prior to the date of Contract.

4.4 Amendment

No amendment or other variation of the Contract shall be valid unless it is in writing, is dated, expressly refers to the Contract, and is signed by a duly authorized representative of each party thereto.

4.5 Nonwaiver

(a) Subject to GCC Sub-Clause 4.5[b] below, no relaxation, forbearance, delay, or indulgence by either party in enforcing any of the terms and conditions of the Contract or the granting of time by either party to the other shall prejudice, affect, or restrict the rights of that party under the Contract, neither shall any waiver by either party of any breach of Contract operate as waiver of any subsequent or continuing breach of Contract.

(b) Any waiver of a party's rights, powers, or remedies under the Contract must be in writing, dated, and signed by an authorized representative of the party granting such waiver, and must specify the right and the extent to which it is being waived.

4.6 Severability

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If any provision or condition of the Contract is prohibited or rendered invalid or unenforceable, such prohibition, invalidity or unenforceability shall not affect the validity or enforceability of any other provisions and conditions of the Contract.

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5. Language	5.1 The Contract as well as all correspondence and documents relating to the Contract exchanged by the Supplier and the Purchaser, shall be written in the language specified in the SCC. Supporting documents and printed literature that are part of the Contract may be in another language provided they are accompanied by an accurate translation
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	<p>of the relevant passages in the language specified in the SCC, in which case, for purposes of interpretation of the Contract, this translation shall govern.</p> <p>5.2 The Supplier shall bear all costs of translation to the governing language and all risks of the accuracy of such translation.</p>
6. Joint Venture, Consortium or Association	<p>6.1 If the Supplier is a joint venture, consortium, or association, all of the parties shall be jointly and severally liable to the Purchaser for the fulfilment of the provisions of the Contract and shall designate one party to act as a leader with authority to bind the joint venture, consortium, or association. The composition or the constitution of the joint venture, consortium, or association shall not be altered without the prior consent of the Purchaser.</p>
7. Eligibility	<p>7.1 The Supplier and its Subcontractors shall have the nationality of an eligible country, in accordance with Section V, Eligible Countries. A Supplier or Subcontractor shall be deemed to have the nationality of a country if it is a citizen or constituted, incorporated, or registered, and operates in conformity with the provisions of the laws of that country.</p> <p>7.2 All Goods and Related Services to be supplied under the Contract and financed from the public funds of the Government of Eswatini shall have their origin in Eligible Countries.</p> <p>7.3 For the purpose of this Clause, origin means the country where the goods have been grown, mined, cultivated, produced, manufactured, or processed; or through manufacture, processing, or assembly, another commercially recognized article results that differs substantially in its basic characteristics from its imported components</p>
8. Notices	<p>8.1 Any notice given by one party to the other pursuant to the Contract shall be in writing to the address specified in the SCC. The term "in writing" means communicated in written form with proof of receipt.</p> <p>8.2 A notice shall be effective when delivered or on the notice's effective date, whichever is later.</p>
9. Governing Law	<p>9.1 The Contract shall be governed by and interpreted in accordance with the laws of Eswatini, unless otherwise specified in the SCC.</p>

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10. Settlement of Disputes	<p>10.1 The Purchaser and the Supplier shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute arising between them under or in connection with the Contract.</p> <p>10.2 If the parties fail to resolve such a dispute or difference by mutual consultation within twenty-eight [28] days from the commencement of such consultation, either party may require that the dispute be referred for resolution to the formal mechanisms specified in the SCC. These mechanisms may include, but are not</p>
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	<p>restricted to, conciliation mediated by a third party, adjudication in an agreed national or international forum, and/or international arbitration.</p>
11. Scope of Supply	<p>11.1 Subject to the SCC, the Goods and Related Services to be supplied shall be as specified in the Schedule of Requirements.</p> <p>11.2 Unless otherwise stipulated in the Contract, the Supply shall include all such items not specifically mentioned in the Contract but that can be reasonably inferred from the Contract as being required for attaining Delivery and Completion of the Goods and Related Services as if such items were expressly mentioned in the Contract.</p>
12. Delivery and Documents	<p>12.1 Subject to GCC Sub-Clause 32.1, the Delivery of the Goods and Completion of the Related Services shall be in accordance with the Delivery and Completion Schedule specified in the Schedule of Requirements. The details of shipping and other documents to be furnished by the Supplier are specified in the SCC.</p>
13. Supplier's Responsibilities	<p>13.1 The Supplier shall supply all the Goods and Related Services included in the Scope of Supply in accordance with GCC Clause 11, and the Delivery and Completion Schedule, as per GCC Clause 12.</p>

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<p>14. Contract Price</p>	<p>14.1 The Contract Price shall be as specified in the Agreement subject to any additions and adjustments thereto, or deductions therefrom, as may be made pursuant to the Contract.</p> <p>14.2 Prices charged by the Supplier for the Goods delivered and the Related Services performed under the Contract shall not vary from the prices quoted by the Supplier in its Tender, with the exception of any price adjustments authorized in the SCC.</p>
<p>15. Terms of Payment</p>	<p>15.1 The Contract Price, including any Advance Payments, if applicable, shall be paid as specified in the SCC.</p> <p>15.2 The Supplier's request for payment shall be made to the Purchaser in writing, accompanied by invoices describing, as appropriate, the Goods delivered and Related Services performed, and by the documents submitted pursuant to GCC Clause 12 and upon fulfilment of all the obligations stipulated in the Contract.</p> <p>15.3 Payments shall be made promptly by the Purchaser, no later than sixty [60] days after submission of an invoice or request for payment by the Supplier, and the Purchaser has accepted it.</p> <p>15.4 The currency in which payments shall be made to the Supplier under this Contract shall be those in which the Tender price is expressed.</p> <p>15.5 In the event that the Purchaser fails to pay the Supplier any payment by its respective due date or within the period set forth in the SCC, the Purchaser shall pay to the Supplier interest on the amount of such delayed payment at the rate shown in the SCC, for the period</p>

	<p>of delay until payment has been made in full, whether before or after judgement or arbitration award.</p>
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<p>16. Taxes and Duties</p>	<p>16.1 For goods supplied from outside Eswatini, the Supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside Eswatini.</p> <p>16.2 For goods supplied from within Eswatini, the Supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted Goods to the Purchaser.</p> <p>16.3 If any tax exemptions, reductions, allowances or privileges may be available to the Supplier in Eswatini, the Purchaser shall use its best efforts to enable the Supplier to benefit from any such tax savings to the maximum allowable extent.</p>
<p>17. Performance Security</p>	<p>17.1 The Supplier shall, within fourteen days [14] of the notification of contract award, provide a performance security for the due performance of the Contract in the amount specified in the SCC.</p> <p>17.2 The proceeds of the performance security shall be payable to the Purchaser as compensation for any loss resulting from the Supplier's failure to complete its obligations under the Contract.</p> <p>17.3 The performance security shall be denominated in the currency of the Contract, or in a freely convertible currency acceptable to the Purchaser, and shall be in one of the following forms:</p> <ul style="list-style-type: none"> (a) a bank guarantee or an irrevocable letter of credit issued by a reputable located in Eswatini or abroad, acceptable to the Purchaser, in using the form included in Section IX Contract Forms; or (b) a cashier's certified check. <p>17.4 The performance security shall be discharged by the Purchaser and returned to the Supplier not later than twenty-eight [28] days following the date of completion of the Supplier's performance obligations under the Contract, including any warranty obligations, unless specified otherwise in the SCC.</p>
<p>18. Copyright</p>	<p>18.1 The copyright in all drawings, documents, and other materials containing data and information furnished to the Purchaser by the Supplier herein shall remain vested in the Supplier, or, if they are furnished to the Purchaser directly or through the Supplier by any third party, including suppliers of materials, the copyright in such materials shall remain vested in such third party</p>

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19. Confidential Information	19.1 The Purchaser and the Supplier shall keep confidential and shall not, without the written consent of the other party hereto, divulge to any third party any documents, data, or other information furnished directly or indirectly by the other party hereto in connection with the
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	<p>Contract, whether such information has been furnished prior to, during or following completion or termination of the Contract. Notwithstanding the above, the Supplier may furnish to its Subcontractor such documents, data, and other information it receives from the Purchaser to the extent required for the Subcontractor to perform its work under the Contract, in which event the Supplier shall obtain from such Subcontractor an undertaking of confidentiality similar to that imposed on the Supplier under GCC Clause 19.</p> <p>19.2 The Purchaser shall not use such documents, data, and other information received from the Supplier for any purposes unrelated to the contract. Similarly, the Supplier shall not use such documents, data, and other information received from the Purchaser for any purpose other than the design, procurement, or other work and services required for the performance of the Contract.</p> <p>19.3 The obligation of a party under GCC Sub-Clauses 19.1 and 19.2 above, however, shall not apply to information that:</p> <ul style="list-style-type: none"> (a) the Purchaser or Supplier need to share with the Public Procurement Board of the Government of Eswatini or other institutions participating in the financing of the Contract; (b) now or hereafter enters the public domain through no fault of that party; (c) can be proven to have been possessed by that party at the time of disclosure and which was not previously obtained, directly or indirectly, from the other party; or (d) otherwise lawfully becomes available to that party from a third party that has no obligation of confidentiality. <p>19.4 The above provisions of GCC Clause 19 shall not in any way modify any undertaking of confidentiality given by either of the parties hereto prior to the date of the Contract in respect of the Supply or any part thereof.</p> <p>19.5 The provisions of GCC Clause 19 shall survive completion or termination, for whatever reason, of the Contract.</p>
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<p>20. Subcontracting</p>	<p>20.1 The Supplier shall notify the Purchaser in writing of all subcontracts awarded under the Contract if not already specified in the Tender. Subcontracting shall in no event relieve the Supplier from any of its obligations, duties, responsibilities, or liability under the Contract.</p> <p>20.2 Subcontracts shall comply with the provisions of GCC Clauses 3 and 7.</p>
<p>21. Specifications and Standards</p>	<p>21.1 Technical Specifications and Drawings</p>

	<p>(a) The Supplier shall ensure that the Goods and Related Services comply with technical specifications and other provisions of the Contract.</p> <p>(b) The Supplier shall be entitled to disclaim responsibility for any design, data, drawing, specification or other document, or any modification thereof provided or designed by or on behalf of the Purchaser, by giving a notice of such disclaimer to the Purchaser.</p> <p>(c) The Goods and Related Services supplied under this Contract shall conform to the standards mentioned in Section VI, Schedule of Requirements and, when no applicable standard is mentioned, the standard shall be equivalent or superior to the official standards whose application is appropriate to the goods' country of origin.</p> <p>(d) Wherever references are made in the Contract to codes and standards in accordance with which it shall be executed, the edition or the revised version of such codes and standards shall be those specified in the Schedule of Requirements. During Contract execution, any changes in any such codes and standards shall be applied only after approval by the Purchaser and shall be treated in accordance with GCC Clause 32.</p>
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<p>22. Packing and Documents</p>	<p>22.1 The Supplier shall provide such packing of the goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the Contract. During transit, the packing shall be sufficient to withstand, without limitation, rough handling and exposure to extreme temperatures, salt and precipitation, and open storage. Packing case size and weights shall take into consideration, where appropriate, the remoteness of the goods' final destination and the absence of heavy handling facilities at all points in transit.</p> <p>22.2 The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the Contract, including additional requirements, if any, specified in the SCC, and in any other instructions ordered by the Purchaser.</p>
<p>23. Insurance</p>	<p>23.1 Unless otherwise specified in the SCC, the Goods supplied under the Contract shall be fully insured—in a freely convertible currency from an eligible country—against loss or damage incidental to manufacture or acquisition, transportation, storage, and delivery, in accordance with the applicable Incoterms or in the manner specified in the SCC.</p>
<p>24. Transportation</p>	<p>24.1 Unless otherwise specified in the SCC, responsibility for arranging transportation of the Goods shall be in accordance with the Incoterms specified in the Schedule of Requirements.</p>

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25. Inspections and Tests

- 25.1 The Supplier shall at its own expense and at no cost to the Purchaser carry out all such tests and/or inspections of the Goods and Related Services as are specified in the Schedule of Requirements.
- 25.2 The inspections and tests may be conducted on the premises of the Supplier or its Subcontractor, at point of delivery, and/or at the Goods' final destination, or in another place in Eswatini as specified in the SCC. Subject to GCC Sub-Clause 25.3, if conducted on the premises of the Supplier or its Subcontractor, all reasonable facilities and assistance, including access to drawings and production data, shall be furnished to the inspectors at no charge to the Purchaser.
- 25.3 The Purchaser or its designated representative shall be entitled to attend the tests and/or inspections referred to in GCC Sub-Clause 25.2, provided that the Purchaser bear all of its own costs and expenses incurred in connection with such attendance including, but not limited to, all traveling and board and lodging expenses.
- 25.4 Whenever the Supplier is ready to carry out any such test and inspection, it shall give a reasonable advance notice, including the place and time, to the Purchaser. The Supplier shall obtain from any relevant third party or manufacturer any necessary permission or consent to enable the Purchaser or its designated representative to attend the test and/or inspection.
- 25.5 The Purchaser may require the Supplier to carry out any test and/or inspection not required by the Contract but deemed necessary to verify that the characteristics and performance of the Goods comply with the technical specifications codes and standards under the Contract, provided that the Supplier's reasonable costs and expenses incurred in the carrying out of such test and/or inspection shall be added to the Contract Price. Further, if such test and/or inspection impedes the progress of manufacturing and/or the Supplier's performance of its other obligations under the Contract, due allowance will be made in respect of the Delivery Dates and Completion Dates and the other obligations so affected.
- 25.6 The Supplier shall provide the Purchaser with a report of the results of any such test and/or inspection.

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25.7 The Purchaser may reject any Goods or any part thereof that fail to pass any test and/or inspection or do not conform to the specifications. The Supplier shall either rectify or replace such rejected Goods or parts thereof or make alterations necessary to meet the specifications at no cost to the Purchaser, and shall repeat the test and/or inspection, at no cost to the Purchaser, upon giving a notice pursuant to GCC Sub-Clause 25.4.

25.8 The Supplier agrees that neither the execution of a test and/or inspection of the Goods or any part thereof, nor the attendance by the Purchaser or its representative, nor the issue of any report

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	pursuant to GCC Sub-Clause 25.6, shall release the Supplier from any warranties or other obligations under the Contract.
26. Liquidated Damages	26.1 Except as provided under GCC Clause 31, if the Supplier fails to deliver any or all of the Goods or perform the Related Services within the period specified in the Contract, the Purchaser may without prejudice to all its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, a sum equivalent to the percentage specified in the SCC of the Contract Price for each week or part thereof of delay until actual delivery or performance, up to a maximum deduction of the percentage specified in those SCC. Once the maximum is reached, the Purchaser may terminate the Contract pursuant to GCC Clause 34.

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<p>27. Warranty</p>	<p>27.1 The Supplier warrants that all the Goods are new, unused, and of the most recent or current models, and that they incorporate all recent improvements in design and materials, unless provided otherwise in the Contract.</p> <p>27.2 Subject to GCC Sub-Clause 21.1, the Supplier further warrants that the Goods shall be free from defects arising from any act or omission of the Supplier or arising from design, materials, and workmanship, under normal use in the conditions prevailing in the country of final destination.</p> <p>27.3 Unless otherwise specified in the SCC, the warranty shall remain valid for twelve [12] months after the Goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the SCC, or for eighteen [18] months after the date of shipment or loading in the country of origin, whichever period concludes earlier.</p> <p>27.4 The Purchaser shall give notice to the Supplier stating the nature of any such defects together with all available evidence thereof, promptly following the discovery thereof. The Purchaser shall afford all reasonable opportunity for the Supplier to inspect such defects.</p> <p>27.5 upon receipt of such notice, the Supplier shall, within the period specified in the SCC, expeditiously repair or replace the defective Goods or parts thereof, at no cost to the Purchaser.</p> <p>27.6 If having been notified, the Supplier fails to remedy the defect within the period specified in the SCC, the Purchaser may proceed to take within a reasonable period such remedial action as may be necessary, at the Supplier's risk and expense and without prejudice to any other rights which the Purchaser may have against the Supplier under the Contract.</p>
<p>28. Patent Indemnity</p>	<p>28.1 The Supplier shall, subject to the Purchaser's compliance with GCC Sub-Clause 28.2, indemnify and hold harmless the Purchaser and</p>

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its employees and officers from and against any and all suits, actions or administrative proceedings, claims, demands, losses, damages, costs, and expenses of any nature, including attorney's fees and expenses, which the Purchaser may suffer as a result of any infringement or alleged infringement of any patent, utility model, registered design, trademark, copyright, or other intellectual property right registered or otherwise existing at the date of the Contract by reason of:

- (a) the installation of the Goods by the Supplier or the use of the Goods in the country where the Site is located; and
- (b) the sale in any country of the products produced by the Goods.

Such indemnity shall not cover any use of the Goods or any part thereof other than for the purpose indicated by or to be reasonably inferred from the Contract, neither any infringement resulting from the use of the Goods or any part thereof, or any products produced thereby in association or combination with any other equipment, plant, or materials not supplied by the Supplier, pursuant to the Contract.

28.2 If any proceedings are brought or any claim is made against the Purchaser arising out of the matters referred to in GCC Sub-Clause 28.1, the Purchaser shall promptly give the Supplier a notice thereof, and the Supplier may at its own expense and in the Purchaser's name conduct such proceedings or claim and any negotiations for the settlement of any such proceedings or claim.

28.3 If the Supplier fails to notify the Purchaser within twenty-eight [28] days after receipt of such notice that it intends to conduct any such proceedings or claim, then the Purchaser shall be free to conduct the same on its own behalf.

28.4 The Purchaser shall, at the Supplier's request, afford all available assistance to the Supplier in conducting such proceedings or claim, and shall be reimbursed by the Supplier for all reasonable expenses incurred in so doing.

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28.5 The Purchaser shall indemnify and hold harmless the Supplier and its employees, officers, and Subcontractors from and against any and all suits, actions or administrative proceedings, claims, demands, losses, damages, costs, and expenses of any nature, including attorney's fees and expenses, which the Supplier may suffer as a result of any infringement or alleged infringement of any patent, utility model, registered design, trademark, copyright, or other intellectual property right registered or otherwise existing at the date of the Contract arising out of or in connection with any design, data, drawing, specification, or other documents or materials provided or designed by or on behalf of the Purchaser.

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<p>29. Limitation of Liability</p>	<p>29.1 Except in cases of criminal negligence or wilful misconduct:</p> <p>(a) the Supplier shall not be liable to the Purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the Supplier to pay liquidated damages to the Purchaser and</p> <p>(b) the aggregate liability of the Supplier to the Purchaser, whether under the Contract, in tort or otherwise, shall not exceed the total Contract Price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment, or to any obligation of the supplier to indemnify the purchaser with respect to patent infringement</p>
<p>30. Change in Laws and Regulations</p>	<p>30.1 Unless otherwise specified in the Contract, if after the date of the Invitation to Tender, any law, regulation, ordinance, order or by-law having the force of law is enacted, promulgated, abrogated, or changed in the particular area of Eswatini where the Site is located [which shall be deemed to include any change in interpretation or application by the competent authorities] that subsequently affects the Delivery Date and/or the Contract Price, then such Delivery Date and/or Contract Price shall be correspondingly increased or decreased, to the extent that the Supplier has thereby been affected in the performance of any of its obligations under the Contract. Notwithstanding the foregoing, such additional or reduced cost shall not be separately paid or credited if the same has already been accounted for in the price adjustment provisions where applicable, in accordance with GCC Clause 14.</p>

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<p>31. Force Majeure</p>	<p>31.1 The Supplier shall not be liable for forfeiture of its performance security, liquidated damages, or termination for default if and to the extent that its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.</p> <p>31.2 For purposes of this Clause, "Force Majeure" means an event or situation beyond the control of the Supplier that is not foreseeable, is unavoidable, and its origin is not due to negligence or lack of care on the part of the Supplier. Such events may include, but not be limited to, acts of the Purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes.</p> <p>31.3 If a Force Majeure situation arises, the Supplier shall promptly notify the Purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the Purchaser in writing, the Supplier shall continue to perform its obligations under the Contract as far as</p>
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	<p>is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.</p>
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<p>32. Change Orders and Contract Amendments</p>	<p>32.1 The Purchaser may at any time order the Supplier through notice in accordance GCC Clause 8, to make changes within the general scope of the Contract in any one or more of the following:</p> <ul style="list-style-type: none"> (a) drawings, designs, or specifications, where Goods to be furnished under the Contract are to be specifically manufactured for the Purchaser; (b) the method of shipment or packing; (c) the place of delivery; and (d) the Related Services to be provided by the Supplier. <p>32.2 If any such change causes an increase or decrease in the cost of, or the time required for, the Supplier's performance of any provisions under the Contract, an equitable adjustment shall be made in the Contract Price or in the Delivery/Completion Schedule, or both, and the Contract shall accordingly be amended. Any claims by the Supplier for adjustment under this Clause must be asserted within twenty-eight [28] days from the date of the Supplier's receipt of the Purchaser's change order.</p> <p>32.3 Prices to be charged by the Supplier for any Related Services that might be needed but which were not included in the Contract shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the Supplier for similar services.</p>
<p>33. Extensions of Time</p>	<p>33.1 If at any time during performance of the Contract, the Supplier or its subcontractors should encounter conditions impeding timely delivery of the Goods or completion of Related Services pursuant to GCC Clause 12, the Supplier shall promptly notify the Purchaser in writing of the delay, its likely duration, and its cause. As soon as practicable after receipt of the Supplier's notice, the Purchaser shall evaluate the situation and may at its discretion extend the Supplier's time for performance, in which case the extension shall be ratified by the parties by amendment of the Contract.</p>

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33.2 Except in case of Force Majeure, as provided under GCC Clause 31, a delay by the Supplier in the performance of its Delivery and Completion obligations shall render the Supplier liable to the imposition of liquidated damages pursuant to GCC Clause 26, unless an extension of time is agreed upon, pursuant to GCC Sub-Clause 33.1.

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34. Termination

34.1 Termination for Default

- (a) The Purchaser, without prejudice to any other remedy for breach of Contract, by notice of default sent to the Supplier, may terminate the Contract in whole or in part:
- (i) if the Supplier fails to deliver any or all of the Goods within the period specified in the Contract, or within any extension thereof granted by the Purchaser pursuant to GCC Clause 33;
or
- (ii) If the Supplier fails to perform any other obligation under the Contract.
- (b) In the event the Purchaser terminates the Contract in whole or in part, pursuant to GCC Clause 34.1 [a], the Purchaser may procure, upon such terms and in such manner as it deems appropriate, Goods or Related Services similar to those undelivered or not performed, and the Supplier shall be liable to the Purchaser for any additional costs for such similar Goods or Related Services. However, the Supplier shall continue performance of the Contract to the extent not terminated.
- (c) If the Supplier, in the judgment of the Purchaser has engaged in corrupt or fraudulent practices, as defined in GCC Clause 3, in competing for or in executing the Contract.

34.2 Termination for Insolvency.

- (a) The Purchaser may at any time terminate the Contract by giving notice to the Supplier if the Supplier becomes bankrupt or otherwise insolvent. In such event, termination will be without compensation to the Supplier, provided that such termination will not prejudice or affect any right of action or remedy that has accrued or will accrue thereafter to the Purchaser

34.3 Termination for Convenience. [a] The Purchaser, by notice

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sent to the Supplier, may terminate the Contract, in whole or in part, at any time for its convenience.

The notice of termination shall specify that termination is for the Purchaser's convenience, the extent to which performance of the Supplier under the Contract is terminated, and the date upon which such termination becomes effective.

- (b) The Goods that are complete and ready for shipment within twenty-eight [28] days after the Supplier's receipt of notice of termination shall be accepted by the Purchaser at the Contract terms and prices. For the remaining Goods, the Purchaser may elect:

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	<p>(i) to have any portion completed and delivered at the Contract terms and prices; and/or</p> <p>(ii) to cancel the remainder and pay to the Supplier an agreed amount for partially completed Goods and Related Services and for materials and parts previously procured by the Supplier.</p>
35. Assignment	35.1 Neither the Purchaser nor the Supplier shall assign, in whole or in part, their obligations under this Contract, except with prior written consent of the other party.

16 SPECIAL CONDITIONS OF CONTRACT

The following Special Conditions of Contract [SCC] shall supplement and/or amend the General Conditions of Contract [GCC]. Whenever there is a conflict, the provisions herein shall prevail over those in the GCC.

GCC 1.1 [j]	The Purchaser is: Conciliation Mediation & Arbitration Commission
GCC 1.1 [o]	The Delivery Site is: CMAC Offices, Mbabane
GCC 5.1	The language shall be: English

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GCC 8.1	<p>For notices, the Purchaser's address shall be:</p> <p>Attention: The Chief Financial Officer</p> <p>P.O. Box 3942</p> <p>Mbabane</p> <p>Eswatini</p> <p>Telephone: 2404 8877/8</p> <p>Email: info@cmac.org.sz</p> <p>For notices, the Supplier's address shall be :</p> <p>[To be filled at the time of award]</p>
GCC 9.1	The governing law shall be the laws of Eswatini
GCC 10.2	<p>The formal mechanism for the resolution of disputes shall be as follows:</p> <p>[b] For contracts entered into with suppliers from Eswatini</p> <p>In the case of a dispute between the Purchaser and a Supplier from Eswatini, the dispute shall be referred to adjudication or arbitration in accordance with the laws of Eswatini.</p>
GCC 11.1	The scope of supply for the Goods and Related Services to be supplied shall be as specified in: Section 2: The Technical Specification

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GCC 12.1	<p>Delivery and Documents</p> <p>For Goods from within the Purchaser's country:</p> <p>Upon delivery of the Goods to the transporter, the Supplier shall notify the Purchaser and mail the following documents to the Purchaser:</p> <ul style="list-style-type: none"> i. copies of the Supplier's invoice showing Goods' description, quantity, unit price, and total amount; ii. delivery note, railway receipt, or truck receipt; iii. Manufacturer's or Supplier's warranty certificate; iv. inspection certificate issued by the nominated inspection agency, and the Supplier's factory inspection report; and v. Certificate of origin. <p>The above documents shall be received by the Purchaser before arrival of the Goods and, if not received, the Supplier will be responsible for any consequent expenses</p>
GCC 14.2	The prices charged for the Goods delivered and the related Services performed Shall Not be adjustable.
GCC 15.1	<p>The method and conditions of payment to be made to the Supplier under this Contract shall be as follows:</p> <p>Payment of 100% of the contract sum shall be made within 35 days after delivery and acceptance of the Final Report.</p>
GCC 27.3	<p>The period of validity of the Warranty shall be: As provided by the Supplier.</p> <p>For purposes of the Warranty, the place of final destination shall be:</p> <p>CMAC Offices in Mbabane</p>
GCC 27.5	The period for repair or replacement shall be: Two weeks

17 OBJECTIVES OF THE ASSIGNMENT

To undertake a filing system of the Commission's data. The successful company should have experts with the following qualifications and experience:

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- At least a Bachelor's Degree or Master's in IT, Information management, data science or another related discipline.
- Experience; Interested individual consultants/consulting firms should have at least five years experience in developing IT Solutions and providing IT support and maintenance services.
- Proven professional experience in developing and managing database within private and public sector
- Working with databases from public sector is a advantage.

18. SCOPE OF WORK

The company, consultants/consulting firms or individuals will be responsible for defining the requirements of the desired system in consultation with all key stakeholders. The assignment can be broken down into phases as discussed below. It should be noted that the terms outlined within this document are a high-level description. It will be the role of the company, consultants/consulting firms or individuals to propose the specific and comprehensive low-level technical requirements for each of the components of the assignment.

▪ Designing /customization Phases

- Establishing requirements of the system based on the objective and purpose of the system in consultation with all key stakeholders including CMAC Management and Middle Management.
- Identify possible risk when collecting data and available IT infrastructure and facilitate a discussion on realisation the risk.

▪ Technical Specifications:

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- Determine hardware and software requirements [web server, database security protocols]
 - Define data security and privacy measures.
 - Choose appropriate technology stack based on scalability, maintainability, and integration needs.
- **Roles and Responsibilities**
- Define user roles, access levels for different stakeholders [e.g. read-only, edit, admin, download , upload]
- **System Architecture**
- Develop/customize, code, test, implement, and deploy the database system together with the required APIs [Application Programming Interface] to third parties, related information Systems.
 - Design the overall architecture of the platform, including modules [data entry, reporting, user management].
- **User Interface and User Experience**
- Develop a user-friendly interface tailored to different user roles, ensuring intuitive data entry, reporting tools and data visualization.
- **Data Security**
- Integrate data encryption and security protocol
 - Implementation access control measures based on user role and permissions
- **Testing and Quality Assurance**
- Perform thorough testing of all functionalities for accuracy, performance and security.
 - Address any bugs and issues before deployment.
- **Maintenance and Support**
- Support and maintain the system for a period of 24 months or over following service launch and go-live.
- **Capacity Building**
- Develop Comprehensive training programs for system, users including hands-on workshops and online tutorial.
 - Create user guides, FAQs and other support materials readily available for reference.

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0 Implementation Phase

- The company consultants/consulting firms or individuals will help in developing a user-friendly infrastructure delivery management system [IDMS] accessible to designated stakeholders and varying levels of access and authority. The system should allow necessary data entry or importing of data from other information system and data sources. The system should work both offline and online.
- **System architecture and functionality**
 - Cloud based platform implement a cloud based platform for scalability, accessibility and centralized data management system.
 - Develop a robust data integration strategy to connect the IDMS with existing information systems and data sources.
 - Offline functionality design the system to capture data offline and automatically synchronize it with the online database once a connection has been established, optimizing data collection in areas with unreliable network.
- **Enhanced Functionality and user experience**
 - Monitoring; data, export in various formats
 - Reporting; reports, graphs and ad-hoc reporting capabilities
 - Planning; data entry and scanner abilities system

19. INPUT PROVIDED BY

CMAC will provide the Consultant with office space, administrative support including communication facilities, and assistance in making appointments, organizing meetings, distributing documents, and any other logistical support necessary to facilitate his/her work.

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20. EXPECTED OUTPUTS FROM THE CONSULTANCY

1. Inception report. The supplier should produce a inception report within 7 days of the contract being signed. The report should provide a clear picture of how he or she understands the ToRs and intent to achieve the expected tasks. The supplier should propose the methodology for the assignment, how will he or she carry out the digitization process. The report should also include a workplan with timelines for all the tasks that the company will undertake during the assignment.
2. The Supplier should submit a report determining the requirements for an integration Data Management System.
 - System requirements specification and
 - Detailed system Designs.
 - Deploy the system together with the APIs to third parties
3. Two days user training for focal points and administrator capacity.
4. System Maintenance and support over three [3] years following service launch and go-live and a completion report that outlines work and recommendations for sustainability and expansion of the system for additional data producers.

21. REPORTING RELATIONSHIP

The consultant will report to the Information Technology Officer.

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22. ASSIGNMENT PERIOD

The assignment will be undertaken within 180 working days [6 months].

Deliverables	Duration
1. Desk Review and submit the inception Report for the assignment	15 th April 2025
2. Customize/develop and Submit the system Design Report to ITO	15 th May 2025
3. Develop/customize integrated data management system	30 th July 2025
4. Develop and submit the user / administrator manuals of the system and capacity development manuals.	15 th september 2025
5. Submit the completion Report and system launch	27 th October 2025
6. Submit the evaluation report of the system provided to the stakeholders and make presentation to CMAC Management.	15 th November 2025

23. TERMS OF PAYMENT

The Proposed Payment Schedule linked to the deliverables is as follows:

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- 25% upon submission of the Deliverables 1 and 2
- 50% upon submission of the deliverable 3
- 25% upon the satisfactory completion of deliverable 4,5,6

24. GENERAL INFORMATION

Each Proposal must include the following information about the Bidder and its professional staff:

1. Provide information about your firm's background. Include a brief history of the firm, full corporate name and affiliate firm, a full description of ownership and current location/s, number of employees, and number of years of experience providing digitalization and file management system.
2. Provide background information on the principals of your company who will be associated with this engagement. Provide information about the general organizational structure of your firm, including names and reporting relationships of key management team members.
3. Provide a profile of the types of services and clients for which your firm presently provides digitalization and file management system services, particularly your firm's experience with government and state owned entities. Describe any services your firm offers that may distinguish it from others or any unique qualifications of your firm to provide e-filing services to the Authority. Each reference should contain the following information as a minimum:

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- Project name
 - Project cost in SZL
 - Length of project and whether contractual completion date was met
 - Name, address and other relevant particulars of the client
 - Name, position and contact details of client principal contact
 - Nature and scope of the assignment
 - Personnel involved in the project and their roles
4. Identify the Engagement Manager who will be the primary contact and lead manager in providing services to CMAC, and who will be listed as a “key person” in any contract with the Authority.
5. Provide information about the technical team to be assigned to perform the Work, including the team’s proposed organization and staffing, as well as a description of the roles and responsibilities of each proposed technical team member. Include an organizational chart of the proposed technical team and a brief biography of the persons who will be primarily responsible for performing the Work. Describe your firm’s “backup plan” in the event one or more of persons assigned to this engagement leave the firm.

25. COST OF BIDDING

The Bidder shall bear all costs associated with the preparation and submission of its bid and CMAC, will in no case be held responsible or liable for these costs, regardless of the conduct or outcome of the tender process.

26. ELIGIBILITY REQUIREMENTS

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The bid prepared by the Bidder shall comprise the following eligibility requirements [administrative compliance documents]:

REQUIREMENT	SCORE
Copy of Valid Trading License	Mandatory
Valid Tax Compliance Certificate	Mandatory
Copy of Labor Compliance Certificate	Mandatory
Copy of Employers Compliance Clearance Certificate	Mandatory
Copy of Form J and Form C	Mandatory
Power of Attorney	Mandatory
Certificate of Incorporation	Mandatory
Original Receipt from CMAC as proof of purchase or tender document	Mandatory
Police Clearance	Mandatory
ENPF Certificate	Mandatory

Applicants have to provide all the above mandatory requirements to proceed to Technical Evaluation.

27. EVALUATION OF BIDS

Tenderers will be evaluated on both technical and financial competence. In evaluating proposals, CMAC will adopt a two-envelop system and evaluate

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proposals using a **Quality and Cost-Based Selection Model**.

Technical proposals will be evaluated first. After the technical evaluation is completed, CMAC shall notify those Proposers whose Proposals did not meet the minimum qualifying technical score that their Financial Proposals will be returned unopened after completing the selection process and contract signing.

It is therefore compulsory to submit a separate technical proposal and separate financial proposal, each wrapped in a separately sealed envelope and clearly marked technical proposal and financial proposal, respectively.

The tenderers must not include any financial information in the technical proposals, otherwise the proposals will be disqualified. The Bidders, short-listed on the basis of the technical evaluation, may be asked to make a technical presentation before the evaluation committee. In this regard, a separate communication shall be sent to all the short-listed Bidders.

27.1 Technical Proposal Evaluation

The criteria, sub-criteria and point system for the technical proposal evaluation are as under listed. The minimum technical score required to pass is: **70 points**.

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Evaluation Criteria	Max Score	Score Awarded
<p>Company Profile: Provide company profile showing names of Directors, management team and general structure of the company and products or services offered.</p>	5	
<p>Experience:</p> <ul style="list-style-type: none"> • Similar work done for at least [5] state owned entities 3 of which must in the last 3 years. Experience of doing similar work for at least 3 corporate entities outside the public enterprise environment over the last 3 years. • Provide recommendation letters from 3 reputable institutions/clients. 	15 15	
<p>Professional Qualifications:</p> <ul style="list-style-type: none"> • Relevant academic qualifications and experience of the team leader [highest qualification scored] • Relevant Professional /Academic qualifications of three other staff of the organization 	10 5	
<p>Methodology, approach, and work plan:</p>	30	
<ul style="list-style-type: none"> • Statement [s] or description of the firm's technical capability to demonstrate an understanding of the category of interest. • Work plan showing how the work shall be accomplished 	20	
TOTAL SCORE	100	

27.2 Financial Proposal

Financial proposals of bidders attaining the minimal score of 70% will be opened during the evaluation. Financial proposals from consultants that have not attained the minimum technical

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score required of 70% will be returned to bidders unopened.

The lowest cost financial proposal of a bidder who passed the technical evaluation will be awarded maximum points of 100, and then the following formula will be applied to remaining Bidders:

$$\text{Financial Score [Sf]} = \text{Lowest Bid Price/Bid Price under consideration} * 100$$

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]:

$$S = St \times T\% + Sf \times P\%$$

27.3 Final Weighting

The weighted technical and financial scores shall be added together to give a total score for each proposal. The technical proposal shall carry 80% of the total weighting and the financial proposal shall carry 20%.

Proposal with highest score shall be recommended for award.

28. CONTENT OF TENDER DOCUMENTS

Failure to furnish all information required by the tender documents or submission of a bid not responsive to the

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tender documents in every respect will be at the Bidder's risk and may result in rejection of the bid.

29. AWARDS OF CONTRACT

29.1 Applicable Law

This Contract shall be deemed to be concluded in Eswatini and shall accordingly be governed and construed according to the laws for the time being in force in the Kingdom of Eswatini.

29.2 Post qualification.

a) CMAC will determine to its satisfaction whether the Bidder that is selected as having submitted the highest evaluated responsive bid meets the criteria specified in these documents and is qualified to perform the contract satisfactorily.

b) The determination will take into account the Bidder's financial and technical capabilities. It will be based upon an examination of the documentary evidence of the Bidder's qualifications submitted by the bidder, as well as such other information as CMAC deems necessary and appropriate.

c) An affirmative determination will be a prerequisite for award of the Contract to the Bidder. A negative determination will result in rejection of the Bidder's bid, in which event CMAC will proceed to the next highest evaluated bid to make a similar

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determination of that Bidder's capabilities to perform the contract satisfactorily.

d) A tenderer who scores the highest final score shall be selected as the preferred tenderer and will be recommended for the award of the contract. Approval of award and contract does not constitute a contract award.

e) An intention of a notice to award in terms of the Circular No. 3 of 2015 dispensed by the Eswatini Public Procurement Authority shall be issued. The notice shall allow for a notice period of at least ten [10] working days from the dispatch and publication of the notice before the award of the contract.

f) It is CMAC's sole discretion to award or not to award any of the tenderers nor will CMAC be bound to give reasons for not awarding any or all of the tenderers.

29.3 Right to vary the scope of work at Time of Award

CMAC reserves the right at the time of Contract award to increase or decrease the scope of work originally specified in the Terms of Reference without any change in unit price or other terms and conditions.

29.4 Right to accept or reject any or all Bids CMAC reserves the right to:

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- Accept or reject any bid
- Annul the tender process and reject all bids at any time prior to contract award
- Award the contract to one or more bidders without thereby incurring any liability to the affected Bidder or bidders.

29.5 Notification of Award

Prior to the expiration of the period of bid validity, notification of Intention to award shall be sent to all tenderers who submitted tenders at least 10 days before contract award.

29.6 Signing of Contract

- At the same time as CMAC notifies the successful bidder that its bid has been accepted, CMAC will send the bidder the Contract Form provided in the tender documents, incorporating all agreements between the parties.
- The Services to be carried under the Contract are to commence from the date of signature of the Contract.

29.7 Duration

The whole exercise should be completed within a period not exceeding **Six [6] calendar months**. The consultant shall provide sufficient resources to carry out the task within the time frame specified.

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In the event that any delay in the completion of the project is occasioned by any fault and/or delay by either party, the project shall be completed within such extended time as the parties may agree in writing; provided that both parties shall avoid any delays to the project.

29.8 Execution

The project shall be executed during the contract period and completed by the Consultant on or before the completion date.

CMAC will appoint a person to be a project Manager to administer the Contract on her behalf. The Project Manager shall be the liaison person for CMAC and shall be responsible for directing the performance of this contract. The consultant shall report to the Project Manager on the progress.

The Consultant shall constantly report and /or update CMAC on progress of the project at all material times where necessary or when required to do so. The Consultant will appoint a person to be a liaison person for the Consultant.

29.9 Variations

This agreement can only be varied by agreement in writing entered into by the parties. Either one of the parties can initiate negotiations with a view to reach such said agreement.

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Should there be any queries please contact the Chief Financial Officer, Mr. Thembinkosi Dlamini on these contacts Tel: [+268] 24048877/8 and/or Email: thembinkosi.dlamini@cmac.org.sz

29.10 Payment

When claiming payment, the Consultant shall submit an invoice to the CMAC. The invoice shall be submitted together with supporting documentation, addressed to the CMAC.

CMAC shall make payments to the Consultant within thirty [30] days of receipt of a valid invoice. The payment terms shall be as agreed with the successful tenderer.

29.11 Postponement and Termination

Either party may, by written notice to the other party and at any time, give prior notice of the intention to postpone or abandon project, in whole or in part, or terminate this contract.

The effective date of termination of the project shall not be less than fifteen [15] days after receipt of such notice, or such other longer or shorter period as may be agreed between the Parties.

Upon receipt of such notice the Consultant shall take immediate steps to bring the Services to a close and reduce expenditure to a minimum.

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Termination of the Contract, for whatever reasons, shall not prejudice or affect the accrued rights, claim and liabilities of either party to this Contract.

30 FINANCIAL PROPOSAL FORM

All costs must be denominated in Swazi Lilangeni [SZL].

Please note: Financial proposals have to be submitted in separate and sealed envelopes, clearly marked 'Financial Proposal'. Failure to adhere to this requirement will lead to disqualification and the Technical Proposal will not be evaluated.

A summary of charges must be given in the price submission form below.

Price Schedule Form

Item	Cost
Professional Fees	
Reimbursable Costs	
Total [SZL]	

31 BID SUBMISSION DECLARATION

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Service provider must provide a signed declaration on its company letterhead in the following format. If the Proposal is being presented by a joint venture or consortium all members must each sign their own declaration.

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

The Secretary to the Tender Evaluation Committee
Conciliation mediation & Arbitration Commission
First Floor, Mbabane House
Corner of Gwamile & Mahlokohla Street
Mbabane

Dear Sir/Madam,

**CMAC/RFP/01/2024 – APPOINTMENT OF
CONSULTANCY SERVICES FOR PROVISION OF
DIGITALIZATION AND FILE MANAGEMENT SYSTEM TO
THE CONCILIATION MEDIATION & ARBITRATION
COMMISSION [CMAC]**

1. I, the undersigned, offer to provide Digitalization and File Management System to the Conciliation Mediation & Arbitration Commission in accordance with your Request for Proposal dated July 2025 and our Proposal.
2. I, hereby submit our Proposal, which displays compliance to the requirements and evaluation criteria. I hereby declare that all

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the information and statements made in this Proposal are true and accept that any misinterpretation contained in it may lead to disqualification.

3. If negotiations are held during the period of validity of the Proposal, we undertake to negotiate on the basis of the Proposal. My Proposal is binding upon us and subject to the modifications resulting from Contract negotiations.

4. We undertake, if my Proposal is accepted, to provide services for the Digitalization and File Management system related to the assignment on the date to be agreed upon. We understand that the CMAC is not bound to accept the lowest or any proposal.

Yours Sincerely,

Signed

Authorized Representative

Date

Email Address:

Business Address:

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32 BID SUBMISSION FORM

The under listed bid form below shall be filled and submitted with the Technical Proposal.

The documents provided here demonstrates adherence to of this RFP Document:

Eligibility Condition		
Condition	Document Provided	Issuing Commission/ Entity
A		
B		
C		
D		
E		
F		
G	Trade Reference 1	
H	Trade Reference 2	
I	Trade Reference 3	

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33 DECLARATION OF ELIGIBILITY

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

[>>>Name of Consultancy firm, Address, and Date>>>]

The Secretary to the Tender Evaluation Committee
Conciliation mediation & Arbitration Commission
First Floor, Mbabane House
Corner of Gwamile & Mahlokohla Street

Mbabane

Dear Sir/Madam,

CMAC/RFP/01/2024 – APPOINTMENT OF CONSULTANCY SERVICES FOR PROVISION OF DIGITALIZATION AND FILE MANAGEMENT SYSTEM TO CONCILIATION MEDIATION & ARBITRATION COMMISSION

We hereby declare that: -

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1. I/We, including any joint venture partners or consortium partners, are a legal entity and have the legal capacity to enter into the contract;

2. 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;

3. I/We have fulfilled our obligations to pay taxes and social security contributions.

4. 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;

5. I/We do not have a conflict of interest in relation to the procurement requirement.

6. I/We do not have any of its directors or officers, have not been convicted of any criminal offence relating to professional

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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; and

7. 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.

Yours Sincerely,

Signed

Authorized Representative

Date

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