



**REQUEST FOR PROPOSALS FOR THE DEVELOPMENT
AND IMPLEMENTATION OF A RECORDS
MANAGEMENT SYSTEM (RDMS) POLICY**

REFERENCE NUMBER: YERF RFP NO. 1 /2020/2021

10 AUGUST 2020

REQUEST FOR PROPOSAL

TERMS OF REFERENCE

1. BACKGROUND

The Youth Enterprise Revolving Fund (YERF) is a Category A Parastatal that was established by the Government of the Kingdom of Eswatini in 2009 in response to the vision of His Majesty King Mswati III. The company was established through legal notice No.179 of 2009. It is further regulated under the Public Enterprises (Control & Monitoring) Act of 1989. The Parastatal is under the Ministry of Sports Culture & Youth Affairs. The main purpose of the Fund is to promote youth employment and alleviate poverty among young people between the ages of 18 to 35 years old. The Fund aims to contribute to a solution to the challenge of high youth unemployment and high poverty rate.

2. THE MANDATE OF THE YOUTH FUND

To assist Swazi youth to develop themselves economically. The Youth Enterprise Fund therefore seeks to:

- Empower the youth to engage in economic and commercial enterprises.
- Empowering the youth to be self-sustainable.
- Facilitating the provision of skills development for loan recipients.
- Providing capacity development and mentorship to youth owned enterprises
- Providing seed capital to the youth without the need for collateral
- Financing the growth of existing youth enterprises
- Improving linkages for youth enterprises with relevant stakeholders

3. GOVERNANCE

The Fund Management comprises of a multi-sectoral management advisory board at the governance level and the Fund Manager at the executive level. The advisory board reports directly to the Minister of Sports Culture and Youth Affairs as the shareholder representative.

4. GENERAL OBJECTIVES

The objective of this assignment is to engage an experienced Record Management Consultancy firm to improve YERF records management systems, the Fund wishes to establish a Records and Documents Management Systems (RDMS), to cover conventional paper based as well as electronic documents. YERF therefore wishes to engage a Records Management Consultancy

firm to undertake a short term assignment of 12 weeks, to develop a records and documents management programme.

5. SPECIFIC OBJECTIVES

The specific objectives shall be;

- To develop RDM policy and procedures that are in accordance with international standards, that would be enforced by YERF
- Implement the newly designed RDMS for the proper management of paper based to eventually improve later on to paper less system;
- Train to support departmental staff in record keeping practices.

6. SCOPE OF WORK

The Consultant will serve as Records and Information Specialist, supporting the implementation of the newly designed RDMS for YERF and providing a coordinated and systematic approach to recordkeeping.

The Consultant shall undertake the tasks as detailed below; In undertaking the tasks, the Consultant shall capture, document and share lessons learned with the YERF so that the best practices can be identified, understood and considered for implementation.

The Consultant shall be responsible for the following:

- Facilitate the development and implementation of RDMS, and maintain these, to meet administrative, legal and financial requirements and provide timely access;
- Ensure compliance with applicable fiscal, legal and administrative requirements (such as ISO15489 and ENA Act No. 5 1971) and working closely with General Counsel on legal and regulatory issues that impact recordkeeping, such as the Freedom of Information Act, Data Protection and other national or regional legislation;
- Complete and implement new records management policies and classification systems;
- Complete and implement retention and disposal schedules;
- Implement measures to preserve corporate memory and heritage;
- Implement specific designed records disaster preparedness and recovery plan;
- Train records and administrative support staff on the newly adopted protocols for the management of information;
- Identify any necessary tools and resources that would assist with the Records Management function;

7. EXPECTED OUTPUTS

Given the above scope of the work, the following outputs are expected from the consultant:

- Assessment Report
- RDM Policy and Procedures
- Functional classification scheme and Retention schedule
- Records Storage and Conversion Programme
- Vital Records Programme
- Recommendations for an ideal IT architecture map and EDRMS migration strategy
- Staff training on the adopted records and documents management system for manual and electronic records
- Monitoring and evaluation Report

8. TIME FRAME

The consultant is expected to complete the task in **three (3) months** from the date of inception. The tasks shall be divided into two phases.

Phase 1: Manual Records and document management system (RDMS)

The services of a consultant are required to help analyse the current records management system with the aim to design and communicate an ideal records management system that will fit the Fund business operations. The consultant will be expected to make recommendations for an ideal IT architecture map which will be the foundation to the development and implementation of the electronic system in the second phase on the project. The records management system will have to be in adherence to the relevant standards, such as ISO 15489:2016 and ENA Act no.5 of 1971.

Phase 1 should be completed by **30 November 2020**.

Phase 2: Electronic documents and records management systems (EDRMS)

Based on the recommendations from phase 1, the implementation of the EDRMS will then be undertaken with the assistance of a suitable EDRMS vendor.

9. PROGRESS REPORTS AND ADDITIONAL INFORMATION

The consultant will report directly to the **Finance and Admin Manager** of the Youth Enterprise Fund.

10. INDEPENDENCE, QUALIFICATIONS, KNOWLEDGE AND EXPERIENCE

- Service providers must be formally and legally registered with the relevant regulatory body which it falls under
- Minimum of **three (3) years** of experience in developing Records and Documents Management System;

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- Hands-on experience in designing, implementing & training YERF employees to use the system.
- Knowledge and experience in the financial sector or relevant environment on how client's records are kept or stored.
- Ability to communicate effectively, verbally and in writing, with a wide range of people, in an organization's hierarchy;
- Written testimonials from 3 reputable companies / entities with contact details of contact person;
- Fluent English communication skills; orally and report writing.
- Must have a proven track record on the required service
- Must have the necessary and relevant qualification for the service
- Must have competent personnel and enough capacity to implement the project

SECTION 1

INSTRUCTIONS TO CONSULTANCY FIRMS

DEFINITIONS

- (a) "The Fund" means the Youth Enterprise Revolving Fund.
- (b) "Coercive practices" means harming or threatening to harm, directly or indirectly, persons, or their property, to influence their participation in a procurement process or affect the execution of a contract.
- (c) "Collusive" practices mean a scheme or arrangement between two or more Consultancy, with or without the knowledge of the procuring entity, designed to establish tender prices at artificial, non-competitive levels.
- (d) "Consultancy" means any entity or person that may provide or provides the Services to the Fund under the Contract.
- (e) "Contract" means the Contract signed by the Parties and all the attached documents, i.e. the General Conditions (GCC), the Special Conditions (SCC), and the Appendices.
- (f) "Corrupt practice" means the offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence the action of a public officer in the procurement process or in contract execution.
- (g) "Data Sheet" means such part of the Instructions to Consultancy (s) used to reflect specific assignment conditions.

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- (h) “Day” means calendar day.
“Fraudulent practice” means a misrepresentation or omission of facts in order to influence a procurement process or the execution of a contract.
- (i) “Government” means the government of Eswatini.
- (j) “Instructions to Consultancy Firm” means the document which provides Consultancy Firm (s) with all information needed to prepare their Proposals.
- (k) “Personnel” means professionals and support staff provided by the Consultancy Firm or by any Sub-Consultancy Firms and assigned to perform the Services or any part thereof; “Foreign Personnel” means such professionals and support staff who at the time of being so provided had their domicile outside Eswatini; “Local Personnel” means such professionals and support staff who at the time of being so provided had their domicile inside Eswatini.
- (l) “Proposal” means the Technical Proposal and the Financial Proposal.
- (m) “RFP” means this Request for Proposals.
- (n) “Services” means the work to be performed by the Consultancy Firm pursuant to the Contract.
- (o) “Sub-Consultancy” means any person or entity with whom the Consultancy Firm and subcontracts any part of the Services.
- (p) “Terms of Reference” (TOR) means the document included in the RFP which explains the objectives, scope of work, activities, tasks to be performed, respective responsibilities of the Fund and the Consultancy, and expected results and deliverables of the assignment.

1. Introduction

- 1.1 The Fund will select a Consultancy Firm or organization in accordance with the method of selection specified in the Data Sheet.
- 1.2 Consultancy Firm (s) are invited to submit a Technical Proposal and a Financial Proposal for consultancy services required for the assignment named in the Data Sheet. The Proposal will be the basis for contract negotiations and ultimately for a signed Contract with the selected Consultancy Firm.
- 1.3 Consultancy Firm (s) should familiarize themselves with local conditions and take them into account in preparing their Proposals.
- 1.4 The Fund will make timely available relevant data, information and reports upon signing of contract.
- 1.5 Consultancy Firm (s) shall bear all costs associated with the preparation and submission of their proposals and contract negotiation. The Fund is not bound to accept any proposal and reserves the right to annul the selection process at any time prior to Contract award, without thereby incurring any liability to the Consultancy Firm (s).

2. Conflict of Interest

In accordance with Section 40 and 41 of the Procurement Act, 2011, the bidder is requested to fully comply with the requirements stated below.

- 2.1 Consultancy Firm (s) are required to provide professional, objective, and impartial service always and hold the Fund's interest's paramount, strictly avoid conflicts with other assignments or their own corporate interests and act without any consideration for future work.
- 2.2 Without limitation on the generality of the foregoing, Consultancy Firm (s), and any of their affiliates, shall be considered to have a conflict of interest and shall not be eligible for selection, under any of the circumstances set forth below:
 - (i) Consultancy Firm (s) (including its Personnel and Sub-Consultancy Firm (s) or any of its affiliates shall not be hired for any assignment that, by its nature, may conflict with another assignment of the Consultancy to be executed for the same or for another Agency. For example, a consultant hired to prepare engineering design for an infrastructure project shall not be engaged to prepare an independent environmental assessment for the same project, and a consultant assisting the Fund in the privatization of public assets shall not purchase, nor advice purchasers of such assets. Similarly, a consultant hired to prepare Terms of Reference for an assignment shall not be hired for the assignment in question.
 - (ii) Consultancy Firm (s) (including its Personnel and Sub-Consultancy Firm (s) that has a business or family relationship with a member of the Fund's staff who is directly or indirectly involved in any part of (i) the preparation of the Terms of Reference of the assignment, (ii) the selection process for such assignment, or (iii) supervision of the Contract, may not be awarded a Contract.
- 2.3 Consultancy Firm (s) have an obligation to disclose any situation of actual or potential conflict that impacts their capacity to serve the best interest of the Fund, or that may reasonably be perceived as having this effect. Failure to disclose said situations may lead to the disqualification of the Consultancy Firm (s) or the termination of the Contract.

3. Association

- 3.1 If a shortlisted Consultancy could derive a competitive advantage from having provided consultancy services related to the assignment in question, the Fund shall make available to all shortlisted Consultancy (s) together with this RFP all information that would in that respect give such Consultancy any competitive advantage over competing Consultancy (s).

4. Commissions

- 4.1 Consultancy Firm (s) shall furnish information on commissions and gratuities,

if any, paid or to be paid to agents relating to this proposal and during execution of the assignment if the Consultancy Firm is awarded the Contract, as requested in the Financial Proposal submission form.

5. One Proposal

- 5.1 Consultancy Firm (s) shall submit one proposal only and the required number of copies. However, this does not limit the participation of the same Sub-Consultancy Firm (s), including individual experts, to more than one proposal for this RFP.

6. Validity

- 6.1 The Data Sheet indicates how long Consultancy Firm(s) Proposals must remain valid after the submission date. During this period, Consultancy Firm (s) shall maintain the availability of Professional staff nominated in the Proposal. The Fund will make its best effort to complete negotiations within this period. Should the need arise, however, the Fund may request Consultancy Firm(s) to extend the validity period of their proposals.

Consultancy Firm (s) who agree to such extension shall confirm that they maintain the availability of the Professional staff nominated in the Proposal, or in their confirmation of extension of validity of the Proposal, Consultancy Firm (s) can submit new staff in replacement, who would be considered in the final evaluation for contract award. Consultancy Firm (s) who do not agree have the right to refuse to extend the validity of their Proposals.

7. Clarification and Amendment of RFP Documents

- 7.1 Consultancy Firm (s) may request a clarification of any of the RFP documents up to the number of days indicated in the Data Sheet before the proposal submission date. Any request for clarification must be sent in writing, through standard electronic means to the Fund's e-mail address indicated in the Data Sheet. The Fund will respond in writing or by standard electronic means and will send written or electronic copies of the response (including an explanation of the query but without identifying the source of inquiry) to all Consultancy (s) that have shown interest to submit a proposal. Should the Fund deem it necessary to amend the RFP as a result of a clarification, it shall do so following the procedure detailed below.
- 7.2 At any time before the submission of Proposals, the Fund may amend the RFP by issuing an addendum in writing or by standard electronic means. The addendum shall be sent in writing to all invited tenderers and will be binding on all potential bidders. To give Consultancy Firm (s) reasonable time in which to take an amendment into account in their Proposals the Fund may, if the amendment is substantial, extend the deadline for the submission of Proposals.

8. Preparation of Proposals

- 8.1 The Proposal, as well as all related correspondence exchanged by the

Consultancy Firm (s) and the Fund, shall be written in the English language.

- 8.2 In preparing their Proposal, Consultancy Firm (s) are expected to examine in detail the documents comprising the RFP. Material deficiencies in providing the information requested may result in rejection of a Proposal.

9. Preparation of the Technical Proposal

- 9.1 As required in Form TECH-2, Part C, tenderers who are firms are to submit the specified documents which must be attached to the Technical Proposal as Appendices.

- 9.2 Consultancy Firm (s) are required to submit a Full Technical Proposal. The Technical Proposal shall provide the information indicated in the following paragraphs, from (a) to (g) using the attached Standard Forms:

- a) Form TECH-1 requires the tenderer to complete the tender submission form and append the authorised signature of the Consultancy Firm.
- b) Form TECH-2 requires the tenderer to provide adequate and concise responses to the questionnaire regarding the Consultancy's overall capabilities.
- c) Form TECH-3 requires the tenderer to provide the firms organogram relating to the proposed staff to be assigned as well as signed CV and hours to be spent for each proposed staff member/partner
- d) Form TECH-4 requires the tenderer to give a description of the approach, methodology to be applied for conducting the consultancy services.
- e) Form TECH-5 requires the tenderer to give timelines (in days) for completion of different activities for the consultancy services.
- f) Form TECH-6 requires the tenderer to include certified copies of: trading licence, tax clearance certificate, form 'J' and form 'C' and Labour certificate.
- g) Form TECH-7 requires the tenderer to complete the Declaration of Eligibility confirming that the Consultancy Firm meets the criteria for eligibility to participate in public procurement.

10. Preparation of the Financial Proposal

- 10.1 The Financial Proposal shall be prepared using the attached Standard Forms, which prescribe the required minimum data and information. Consultancy Firm (s) may provide additional details if appropriate. It shall list all costs associated with the assignment (excluding venue and conferencing costs for training workshop), including, but not necessarily limited to: (a) remuneration for Consultancy Firm and (b) reimbursable expenses. If appropriate, these costs should be broken down by activity and, if appropriate, into foreign and local expenditures.

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- 10.2 All activities and items described in the Technical Proposal must be priced separately; activities and items described in the Technical Proposal but not priced, shall be assumed to be included in the prices of other activities or items.
- 10.3 The Consultancy shall be subject to local taxes (such as: value added or sales tax, social charges or income taxes on non-resident Foreign Personnel, duties, fees, and levies) on amounts payable by the Fund under the Contract.
- 10.4 Consultancy (s) must express the price of their services in Emalangení unless otherwise specified in the Data Sheet. Commissions and gratuities, if any, paid or to be paid by Consultancy (s) and related to the assignment will be listed in the Financial Proposal Form FIN-1.

11. Packing and Submission of Proposal

- 11.1 The original proposal (Technical Proposal and Financial Proposal) shall contain no interlineations or overwriting, except as necessary to correct errors made by the Consultancy (s) themselves. The person who signed the proposal must initial such corrections. Submission letters for both Technical and Financial Proposals should respectively be in the format of TECH-1 and FIN-1
- 11.2 An authorized representative of the Consultancy (s) shall initial all pages of the original Technical and Financial Proposals. The authorization shall be in the form of a written power of attorney accompanying the Proposal or in any other form demonstrating that the representative has been duly authorized to sign. The signed Technical and Financial Proposals shall be marked "Original".
- 11.3 The Technical Proposal shall be marked "Original" or "Copy" as appropriate. All required copies of the Technical Proposal are to be made from the original. If there are discrepancies between the original and the copies of the Technical Proposal, the original governs.
- 11.4 If the Financial Proposal is not submitted in a separate sealed envelope duly marked as indicated in the Data Sheet, this will constitute grounds for declaring the Proposal non-responsive.

12. Latest Date for Submission

- 12.1 The Proposals must be sent to the address/addresses indicated in the Data Sheet and received by the Fund no later than the date and time indicated in the Data Sheet or any extension to this date. Any proposal received by the Fund after the deadline for submission shall be returned unopened.

13. Opening of Technical Proposals

- 13.1 The Fund shall open the Technical Proposal immediately after the deadline for their submission. The envelopes with the Financial Proposal shall remain sealed

and securely stored.

- 13.2 From the time the Proposals are opened to the time the Contract is awarded, the Consultancy (s) should not contact the Fund on any matter related to its Technical and/or Financial Proposal. Any effort by Consultancy (s) to influence the Fund in the examination, evaluation, ranking of Proposals, and recommendation for award of Contract may result in the rejection of the Consultancy s' Proposal.

Evaluators of Technical Proposals shall have no access to the Financial Proposals until the technical evaluation is concluded.

14. Evaluation of the Technical Proposals

- 14.1 The evaluation committee shall evaluate the Technical Proposals on the basis of their responsiveness to the Terms of Reference, applying the evaluation criteria, sub-criteria, and point system specified in the Data Sheet. Each responsive Proposal will be given a technical score (St).

A Proposal shall be rejected at this stage if it does not respond to important aspects of the RFP, and particularly the Terms of Reference or if it fails to achieve the minimum technical score indicated in the Data Sheet.

- 14.2 After the technical evaluation is completed and the Entity Tender Board has provided its approval, the Fund shall inform the Consultancy(s) who have submitted proposals the technical scores obtained by their Technical Proposals, and shall notify those Consultancy(s) whose Proposals did not meet the minimum qualifying mark or were considered non responsive to the RFP and TOR, that their Financial Proposals will be returned unopened after completing the selection process.

15. Evaluation of Financial Proposals

- 15.1 The Evaluation Committee will correct any computational errors. When correcting computational errors, in case of discrepancy between a partial amount and the total amount, or between word and figures the former will prevail. Activities and items described in the Technical Proposal but not priced, shall be assumed to be included in the prices of other activities or items. In case an activity or line item is quantified in the Financial Proposal differently from the Technical Proposal, no corrections are applied to the Financial Proposal in this respect.
- 15.2 The Evaluation Committee will convert prices in various currencies to the single currency specified in the Data Sheet. The official currency exchange rates used, provided by the source indicated in the Data Sheet, will be those in effect on the date indicated in the Data Sheet. The evaluation shall exclude those taxes, duties, fees, levies, and other charges imposed under the applicable

law; and to be applied to foreign and non-permanent resident Consultancy(s) (and to be paid under the contract, unless the Consultancy is exempted).

16. Evaluation of Quality and Cost based Proposals

- 16.1 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 indicated in the Data Sheet. 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 in the Data Sheet: $(s) = St \times T\% + Sf \times P\%$. The firm achieving the highest combined technical and financial score will be invited for negotiations.

17. Place and Time for Negotiations

- 17.1 Negotiations will be held at the date and address indicated in the Data Sheet. The invited Consultancy firm will, as a pre-requisite for attendance at the negotiations, confirm availability of all Professional staff. Failure in satisfying such requirements may result in the Fund proceeding to negotiate with the next-ranked Consultancy firm. Representatives conducting negotiations on behalf of the Consultancy firm must have written authority to negotiate and conclude a Contract.

18. Technical Negotiations

- 18.1 Negotiations will include a discussion of the Technical Proposal, the proposed technical approach and methodology, work plan, and organization and staffing, and any suggestions made by the Consultancy firm to improve the Terms of Reference. The Fund and the Consultancy(s) will finalize the Terms of Reference, staffing schedule, work schedule, logistics, and reporting. These documents will then be incorporated in the Contract as "Description of Services". Special attention will be paid to clearly defining the inputs and facilities required from the Fund to ensure satisfactory implementation of the assignment. The Fund shall prepare minutes of negotiations which will be signed by the Fund and the Consultancy firm.

19. Financial Negotiations

- 19.1 If applicable, it is the responsibility of the Consultancy firm, before starting financial negotiations, to contact the local tax authorities to determine the local tax amount to be paid by the Consultancy firm under the Contract. The financial negotiations will include a clarification (if any) of the firm's tax liability in the Fund's country, and the way it will be reflected in the Contract; and will reflect the agreed technical modifications in the cost of the services. Unless there are exceptional reasons, the financial negotiations will involve

neither the remuneration rates for staff nor other proposed unit rates.

- 19.2 Having selected the Consultancy firm based on, among other things, an evaluation of proposed Professional staff, the Fund expects to negotiate a Contract based on the Professional staff named in the Proposal. Before contract negotiations, the Fund will require assurances that the Professional staff will be available.

The Fund will not consider substitutions during contract negotiations unless both parties agree that undue delay in the selection process makes such substitution unavoidable or for reasons such as death or medical incapacity. If this is not the case and if it is established that Professional staff were offered in the proposal without confirming their availability, the Consultancy firm may be disqualified. Any proposed substitute shall have equivalent or better qualifications and experience than the original candidate and shall be submitted by the Consultancy firm within the period specified in the letter of invitation to negotiate.

- 19.3 Negotiations will conclude a review of the draft Contract. To complete negotiations the Fund and the Consultancy firm will initial the agreed Contract. If negotiations fail, the Fund will invite the Consultancy firm whose Proposal received the second highest score to negotiate a Contract.

- 19.4 After completing negotiations, the Fund shall award the Contract to the selected Consultancy firm and after Contract signature, promptly notify all Consultancy(s) who have submitted proposals.

- 19.5 Information relating to evaluation of Proposals and recommendations concerning awards shall not be disclosed to the Consultancy(s) who submitted the Proposals or to other persons not officially concerned with the process, until the publication of the award of Contract.

- 19.6 Following the contract award decision, YERF shall prepare a notice indicating the name of the best evaluated tenderer, the value of the proposed contract and any evaluation scores. The notice shall be-

- a) sent directly to all tenderers who submitted tenders by letter and, where appropriate, by fax or email; and,
- b) Published on the Agency website.
- c) YERF shall allow a period of at least ten (10) working days to elapse from the date of despatch and publication of the notice in accordance with subsection (3) before a contract is awarded.

20. Commencement of Assignment

- 20.1 The Consultancy firm is expected to commence the assignment on the date and at the location specified in the Data Sheet.

21. Corrupt, collusive, fraudulent or coercive practices

- 21.1** Consultancy(s) should be aware that a Consultancy firm who engages in corrupt, collusive, fraudulent or coercive practices will have their proposals rejected and may further be subject to the prosecution under the laws of Eswatini.

INSTRUCTIONS TO CONSULTANCY FIRM

Proposal Data Sheet

Paragraph Reference	
Definitions	
	Name of the Fund: Youth Enterprise Revolving Fund (YERF) Method of selection: Quality and Cost Based Selection (QCBS)
	Name of Assignment: DEVELOPMENT AND IMPLEMENTATION OF A RECORDS AND DOCUMENTS MANAGEMENT SYSTEM (RDMS)
Validity	
	Proposals must remain valid for 90 (ninety) days after the submission date.
Clarification and Amendment of RFP Documents	
	Clarifications may be requested in writing (email only), but not later than 24th August 2020 . The address for requesting clarifications is info@yef.co.sz
Preparation of the Technical Proposal	
	<p>As required in Form TECH-6, the following documents shall be included as Appendices to the Technical Proposal if a firm is tendering (in case of a joint venture or consortium each member must provide the documents):</p> <ul style="list-style-type: none"> • Signed Declaration of Eligibility (TECH-7 below); • Certified copy of a valid Trading Licence or Equivalent (if from another country) • Original and Valid Tax Compliance • Certified copy of an official statement of the Directors and alternative directors (i.e. Form ‘J’) or owner/s in the case of unincorporated persons or Equivalent (if from another country) • Certified copy of an official statement of the annual summary of share capital and shares (i.e. Form ‘C’ or equivalent) for incorporated persons; • Certified copy of Labour Compliance Certificate (if tenderer is an employer). • Police clearance for Directors and Partners or Affidavit of non-conviction
Preparation of the Financial Proposal	

<p>Taxes: All Consultancy(s) must take note that a withholding tax of 15% on the gross amount paid shall be levied on payment made to non-Swazi residents' companies/contractors in respect of services performed in Eswatini and 10% on Swazi resident companies/contractors unless the company/contractor has a tax exemption certificate from the Commissioner of Taxes (Refer to Income Tax Order No. 21 of 1975 as amended)</p> <p>Information on taxes may be obtained from the following:</p> <p>The Commissioner General P.O. Box 186 Mbabane Swaziland Tel. +268 2406 4050 (contact centre)</p>
<p>Packing and Submission of the Proposal</p>
<p>The consultancy firm must submit One (1) original and three (3) copies of the Technical Proposal, and One (1) original and three (3) copies of the Financial Proposal.</p>
<p>The proposal shall consist of a Technical Proposal and a Financial Proposal, which shall be in separate sealed envelopes marked “Technical Proposal - YERF RFP NO.1 2020/2021” and Name of tenderer and “Financial Proposal - YERF RFP NO.1 2020/2021”, and Name of tenderer respectively. The two envelopes must be enclosed in a sealed outer envelope, which shall be marked: “REQUEST FOR PROPOSALS FOR THE DEVELOPMENT AND IMPLEMENTATION OF A RECORDS AND DOCUMENT MANAGEMENT SYSTEM- 10:00am (Eswatini time) on the 5th October 2020” and addressed to:</p> <p>The Chief Executive Officer Youth Enterprise Fund Rhus Office Park, Karl Grant Street Mbabane</p> <p>Failure to mark the envelope clearly and accurately may result in rejection of the application.</p> <p>The Proposal should be deposited in the Tender Box situated at the Reception of the Youth Enterprise Fund, Rhus Office Park, Karl Grant Street, MBABANE at the latest by 10:00am (Eswatini time) on the 5th October 2020. Late submissions will not be considered.</p>
<p>Evaluation of the Technical Proposals</p>

Section 1: Instructions to bidder (s)

Criteria, sub-criteria and point system for the evaluation of Full Technical Proposals are:	
Technical Criteria	Maximum Points
Understanding of the scope of work (Methodology proposed for the development of the records & document management system)	25
Detailed work plan and timeframes for the overall project	15
Verifiable track record of successful implementation of similar project	20
Technical capacity to implement the project	20
Qualification of project team	20
Maximum Points	70
Total Maximum	100
The price/cost of each of the technically compliant proposals shall be considered only after evaluation of the above technical criteria.	
The minimum Technical Score (St) required to pass is: 70 (seventy)	
Evaluation of the Financial Proposals	
Foreign currency rate will be converted to Lilangeni (SZL) at the official selling rate published by the Central Bank of Eswatini on the day of the latest submission date of the tender. Evaluation will take place in Lilangeni (SZL) only.	
Evaluation of Quality 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: $Sf = 100 \times Fm / F$, in which Sf is the financial score, Fm is the lowest price and F the price of the proposal under consideration. 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 in the Data Sheet: $S = St \times T\% + Sf \times P\%$. The firm achieving the highest combined technical and financial score will be invited for negotiations. The weights given to the Technical and Financial Proposals are: T = 0.7 P = 0.3	
Negotiations	
Expected address for contract negotiations: Youth Enterprise Revolving Fund, Rhus Office Park, Karl Grant Street, MBABANE.	

Section 1: Instructions to bidder (s)

Commencement of Assignment
The assignment is expected to commence on or before 20thOctober, 2020 or immediately after contract award (subject to confirmation by the Fund).

SECTION 2

TECHNICAL PROPOSAL - STANDARD FORMS

Paragraph 9 of ‘Instructions to Consultancy s’ informs about the format in which the Technical Proposal shall be submitted.

TECH-1 Technical Proposal Submission Form

TECH-2 Overall Capabilities of the Firm, Questionnaire

TECH-3 Professional Team Assigned

TECH-4 Proposed Methodology, Questionnaire

TECH-5 Timelines

TECH-6 Documents comprising proposal

TECH-7 Declaration of Eligibility

FORM TECH-1: TECHNICAL PROPOSAL SUBMISSION FORM

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

To: **The Chief Executive Officer
Youth Enterprise Revolving Fund
P.O. Box 6557
Mbabane**

Dear Sirs:

We, the undersigned, offer to provide the consulting services for the **REQUEST FOR PROPOSALS FOR THE DEVELOPMENT AND IMPLEMENTATION OF A RECORDS AND DOCUMENT MANAGEMENT SYSTEM** in accordance with your Request for Proposal dated 10th August 2020 and our Proposal. We are hereby submitting our Proposal, which includes this Technical Proposal, and a Financial Proposal sealed under a separate envelope.

We are submitting our Proposal in association with: [>>Insert a list with full name and address of consultant or each associated consultant>>]

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

If negotiations are held during the period of validity of the Proposal, i.e., before the date indicated in Paragraph Reference 2.1 of the Data Sheet, we undertake to negotiate on the basis of the proposed staff. Our Proposal is binding upon us and subject to the modifications resulting from Contract negotiations.

We undertake, if our Proposal is accepted, to initiate the consulting services related to the assignment not later than the date indicated in Paragraph Reference 22.1 of the Data Sheet.

We understand the Fund is not bound to accept the lowest or any proposal.

We remain,

Yours sincerely,

Authorized Signature: _____

Name and Title of Signatory: _____

Name of Firm: _____

Address: _____

[Stamp of the Firm]

**FORM TECH-2:
CONSULTANT’S ORGANIZATION, EXPERIENCE AND FINANCIAL
STANDING**

A - Consultant’s Financial Standing

Following financial information shall be provided:

- Certified copies of the financial statements for the last three years
- Certified bank account details: name of bank, branch, main account number, type of account and year of account opening.

B - Consultant’s Organization

[A brief description of the Consultants’ organization]

C - Consultant’s Experience

[Use the format below to provide information on each assignment for which your firm and each associate for this assignment were legally contracted either individually as a corporate entity or as one of the major companies within an association, for carrying out consulting services similar to the ones requested under this assignment]

Assignment name:	Approx. value of the contract [>>>Amount in Lilangeni (SZL) in figures and in words>>>]:
Country: Location within country:	Duration of assignment (months):
Name of Organisation:	Total N ^o of staff-days/months of the assignment:
Address:	Approx. value of the services provided by your firm under the contract [>>>Amount in Lilangeni (SZL) in figures and in words>>>]:
Start date [>>> month/year>>>]: Completion date [>>> month/year>>>]:	N ^o of professional staff-months provided by associated Consultants:

Section 2: Technical Proposal – Standard Forms

Name of associated Consultants, if any:	Name of senior professional staff of your firm involved and functions performed (indicate most significant profiles such as Project Director, Project Coordinator, Team Leader):
Narrative description of Project:	
Description of actual services provided by your staff within the assignment:	

C – Other Documents Comprising the Proposal

The Technical Proposal must include the following documents:

- Certified copy of a relevant Trading Licence, or equivalent for foreign consultants;
- Original and Valid Tax Compliance
- Certified copy of current Certificate of Company Registration, or equivalent for foreign consultants;
- Certified copy of an official statement of the Directors, alternative directors, managers and auditors of the company (Form ‘J’ or equivalent);
- Certified copy of an official statement of the annual summary of shares capital and shares (Form ‘C’ or equivalent); and
- Certified copy of the Labour Compliant Certificate or Equivalent
- Police Clearance or Affidavit for Directors of non-conviction
- Valid certification from regulatory body

[>>Firm’s Name and Stamp: _____>>]

FORM TECH-3: COMMENTS AND SUGGESTIONS ON THE TERMS OF REFERENCE AND ON COUNTERPART STAFF AND FACILITIES TO BE PROVIDED BY THE AGENCY

A - On the Terms of Reference

[Present and justify any modifications or improvement to the Terms of Reference proposed to improve performance in carrying out the assignment (such as deleting some activity you consider unnecessary, adding others or proposing a different phasing of the activities). Such suggestions should be concise and to the point, and they shall be part of the Proposal.]

B - On Counterpart Staff and Facilities

[Comment here on counterpart staff and facilities to be provided by the Agency, if any, including: administrative support, office space, local transportation, equipment, data, etc.]

FORM TECH-4: DESCRIPTION OF APPROACH, METHODOLOGY AND WORK PLAN FOR PERFORMING THE ASSIGNMENT

[Technical approach, methodology and work plan are key components of the Technical Proposal. The presentation of the Technical Proposal can be inclusive of charts and diagrams, divided into the following three chapters:

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

a) Technical Approach and Methodology. In this chapter please explain your understanding of the objectives of the assignment, approach to the services, methodology for carrying out the activities and obtaining the expected output, and the degree of detail of such output.

Please highlight the problems being addressed and their importance, and explain the technical approach you would adopt to address them. Please also explain the methodologies proposed to adopt and highlight the compatibility of those methodologies with the proposed approach.

b) Work Plan. In this chapter please propose the main activities of each assignment, their content and duration, phasing and interrelations, milestones (including interim approvals by the Agency), and delivery timelines of the reports. The proposed work plan should be consistent with the technical approach and methodology, showing understanding of the TOR and ability to translate them into a feasible working plan. A list of the final documents, including reports, drawings, and tables to be delivered as final output, should be included here.

c) Organization and Staffing. In this chapter please propose the structure and composition of the suggested team. List the main disciplines of the assignment, the key expert responsible and proposed technical and support staff.]

FORM TECH-5: TEAM COMPOSITION AND TASK ASSIGNMENTS

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

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

1. **Proposed Position:** *[Insert relevant position to be assigned for each assignment]* _____
2. **Name of Firm:** *[Insert name of firm proposing the staff]* _____
3. **Name of Staff:** *[Insert full name]* _____
4. **Date of Birth:** _____ **Nationality:** _____
5. **Education:** *[Indicate college/university and other specialized education of staff member, giving names of institutions, degrees obtained, and dates of obtainment]* _____
6. **Membership of Professional Associations:** _____
7. **Other Training:** *[Indicate significant training since degrees under 5 - Education were obtained]*

8. **Countries of Work Experience:** *[List countries where staff has worked in the last ten years].*

9. **Languages:** *[For each language indicate proficiency: good, fair, or poor in speaking, reading, and writing]* _____
10. **Employment Record:** *[Starting with present position, list in reverse order every employment held by staff member since graduation, giving for each employment (see format here below): dates of employment, name of employing organization, positions held.]* _____

From: [\gg Year \gg] To: [\gg Year \gg]
Employer: [\gg Name of employing organization \gg]
Positions held: [\gg Title of the position held \gg]
11. **Detailed Tasks Assigned**
[List all tasks to be performed under each assignment]
12. **Work Undertaken that Best Illustrates the Capability to Handle the Assigned Tasks**
[Among the assignments in which the staff has been involved, indicate the following information for those assignments that best illustrate staff capability to handle the tasks listed under point 11.]
Name of assignment or project: _____
Year: _____
Location: _____
Client: _____
Main project features: _____
Positions held: _____
Activities performed: _____

13. Certification:

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

(Signature of staff member or authorized representative) Date: _____
(Day/Month/Year)

FORM TECH-7: DECLARATION OF ELIGIBILITY

[The Consultant 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 declaration.]

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

To: **The Chief Executive Officer
Youth Enterprise Fund
P.O. Box 6557
Mbabane**

Dear Sirs,

Re Tender Reference: **YERF RFP NO. 1 2020/2021**

We hereby declare that:-

- (a) We, including any joint venture partners or consortium partners, are a legal entity and have the legal capacity to enter into the contract;
- (b) We are not insolvent, in receivership, bankrupt or being wound up, our affairs are not being administered by a court or a judicial officer, our business activities have not been suspended, and we are not the subject of legal proceedings for any of the foregoing;
- (c) We have fulfilled our obligations to pay taxes and social security contributions;
- (d) We have not, and our directors or officers have not, been convicted of any criminal offence related to our/their professional conduct or the making of false statements or misrepresentations as to their qualifications to enter into a contract within a period of five years preceding the commencement of the procurement proceedings; and
- (e) We do not have a **conflict of interest** in relation to the procurement requirement.

Signed

Authorised Representative

Date

SECTION 3

FINANCIAL PROPOSAL - STANDARD FORMS

Financial Proposal Standard Forms shall be used for the preparation of the Financial Proposal in accordance with instructions provided under paragraph 10 of the ‘Instructions to Consultants’ section.

FIN-1 Financial Proposal Submission Form

FIN-2 Summary of Proposal or Activity Costs

FORM FIN-1: FINANCIAL PROPOSAL SUBMISSION FORM

[Note to Consultants: This Financial Proposal Submission Form should be on the letterhead of the Consultants and should be signed by a person with the proper authority to sign documents that are binding on the entity. It should be included by the Consultant in its financial proposal.]

[>>>Location>>>]

[>>>Date>>>]

Procurement Reference No: [>>>insert Proposal Reference number>>>]

To: [>>>Name and address of Procuring Entity>>>]

Dear Sirs:

We, the undersigned, declare that:

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

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

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

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

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

Duly authorised to sign the proposal for and on behalf of: *[insert complete name of Tenderer]*

FORM FIN-2: Summary of Proposal or Activity Cost

[Note to Consultants: Consultants may reproduce this form in landscape format with additional columns, rows or fields]

[Commissions and gratuities, if any, paid or to be paid to agents by Consultants and related to the assignment should be listed]

Cost item	Cost (SZL)	Cost (other currency) (if applicable)	Cost (other currency) (if applicable)
Fees (provide detailed rates and descriptions)			
Reimbursable costs ¹ (provide detailed rates and descriptions)			
Local taxes (provide detailed rates and descriptions)			
Total			

[The above table may be expanded to include more categories and types of relevant data and information as appropriate]

¹ Local transportation costs are not to be included, if local transportation is being made available by the Fund. Similarly, the project site, office rent/accommodations/clerical assistance costs are not to be included if being made available by the Fund.

GENERAL CONDITIONS OF CONTRACT

1.1 General Provisions

1.2 Definitions

Unless the context otherwise requires, the following terms whenever used in this Contract have the following meanings:

- a) “Applicable Law” means the laws and any other instruments having the force of law in Eswatini, as they may be issued and in force from time to time.
- b) “Consultancy” means any private or public entity that will provide the Services to the Fund under the Contract.
- c) “Contract” means the Contract signed by the Parties and all the attached documents listed in its Clause 1, i.e. these General Conditions (GCC), the Special Conditions (SCC), and the Appendices.
- d) “Contract Price” means the price to be paid for the performance of the Services, in accordance with Clause 6;
- e) “Effective Date” means the date on which this Contract comes into force and effect pursuant to Clause GCC 2.1.
- f) “GCC” means these General Conditions of Contract.
- g) “Government” means the Government of Eswatini.
- h) “Local Currency” means Lilangeni (SZL).
- i) “Member” means any of the entities that make up the joint venture/consortium/association, and “Members” means all these entities.
- j) “Party” means the Fund or the Consultancy, as the case may be, and “Parties” means both.
- k) “Personnel” means persons hired by the Consultancy or by any Sub-Consultancy(s) and assigned to the performance of the Services or any part thereof.
- l) “SCC” means the Special Conditions of Contract by which the GCC may be amended or supplemented.
- m) “Services” means the work to be performed by the Consultancy pursuant to this Contract, as described in Appendix A hereto.
- n) “Sub-Consultancy s” means any person or entity to whom/which the Consultancy subcontracts any part of the Services.
- o) “In writing” means communicated in written form with proof of receipt.

1.3 Law Governing Contract

This Contract, its meaning and interpretation, and the relation between the Parties shall be governed by the Applicable Law.

1.4 Language

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

1.5 Notices

1.5.1 Delivery of Notice

Any notice, request or consent required or permitted to be given or made pursuant to this Contract shall be in writing. Any such notice, request or consent shall be deemed to have been given or made when delivered in person to an authorized representative of the Party to whom the communication is addressed, or when sent to such Party at the address specified in the SCC.

1.5.2 Change of Address

A Party may change its address for notice hereunder by giving the other Party notice in writing of such change to the address specified in the SCC.

1.6 Location

The Services shall be performed at such locations as are specified in Appendix A hereto and, where the location of a particular task is not so specified, at such locations, whether in Eswatini or elsewhere, as the Fund may approve.

1.7 Authority of Member in Charge

In case the Consultancy consists of a joint venture/ consortium/ association of more than one entity, the Members hereby authorize the entity specified in the SCC to act on their behalf in exercising all the Consultancy's rights and obligations towards the Fund under this Contract, including without limitation the receiving of instructions and payments from the Fund.

1.8 Authorized Representatives

Any action required or permitted to be taken, and any document required or permitted to be executed under this Contract by the Fund or the Consultancy may be taken or executed by the officials specified in the SCC.

1.9 Taxes and Duties

The Consultancy, Sub-Consultancy's, and their Personnel shall pay such indirect taxes, duties, fees, and other impositions levied under the Applicable Law as specified in the SCC, the amount of which is deemed to have been included in the Contract Price.

2. Fraud and Corruption

Consultancy(s) should be aware that a Consultancy who engages in corrupt, collusive or fraudulent practices will have their proposals rejected or Contract terminated in accordance with Clause GCC (c), and may further be subject to prosecution under the laws of Eswatini.

2.1 Commission and Fees

It is required that the successful Consultancy will 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 selection process or execution of the contract. The information disclosed must include at least the name and address of the agent, representative, or commission agent, the amount and currency, and the purpose of the commission or fee.

3. Commencement, Completion, Modification and Termination of Contract

4. Effectiveness of Contract

This Contract shall come into effect on the date the Contract is signed by both Parties or at such other later date as may be stated in the SCC. The date the Contract comes into effect is defined as the Effective Date.

5. Commencement of Services

The Consultancy firm shall begin carrying out the Services not later than the number of days after the Effective Date specified in the SCC.

6. Expiration of Contract

This Contract shall expire at the end of the time period after the Effective Date, as specified in the SCC.

7. Modifications or Variations

Any modification or variation of the terms and conditions of this Contract, including any modification or variation of the Scope of the Services, may only be made by written agreement between the Parties. However, each Party shall give due consideration to any proposals for modification or variation made by the other Party.

8. Force Majeure

8.1 Definition

For the purposes of this Contract, “Force Majeure” means an event which is beyond the reasonable control of a Party and which makes a Party’s performance of its obligations under the Contract impossible or so impractical as to be considered impossible under the circumstances.

8.2 No Breach of Contract

The failure of a Party to fulfil any of its obligations under the contract shall not be considered to be a breach of, or default under, this Contract insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event (a) has taken all reasonable precautions, due care and reasonable alternative measures in order to carry out the terms and conditions of this Contract, and (b) has informed the other Party as soon as possible about the occurrence of such an event.

8.3 Extension of Time

Any period within which a Party shall, pursuant to this Contract, complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure.

8.4 Payments

During the period of their inability to perform the Services as a result of an event of Force Majeure, the Consultancy firm shall be entitled to continue to be paid under the terms of this Contract, as well as to be reimbursed for additional costs reasonably and necessarily incurred by them during such period for the purposes of the Services and in reactivating the Service after the end of such period.

8.5 Termination

8.5.1 By the Fund

The Fund may terminate this Contract in case of the occurrence of any of the events specified in paragraphs (a) through (f) of this Clause GCC 2.6.1. In such an occurrence the Fund shall give not less than thirty (30) days’ written notice of termination to the Consultancy, and sixty (60) days’ in the case of the event referred to in (e).

- a) If the Consultancy firm does not remedy a failure in the performance of their obligations under the Contract, within thirty (30) days after being notified or within any further period as the Fund may have subsequently approved in writing.
- b) If the Consultancy firm becomes insolvent or bankrupt.
- c) If the Consultancy firm, in the judgment of the Fund has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.
- d) If, as the result of Force Majeure, the Consultancy firm is unable to perform a material portion of the Services for a period of not less than sixty (60) days.
- e) If the Fund, in its sole discretion and for any reason whatsoever, decides to terminate this Contract.
- f) If the Consultancy firm fails to comply with any final decision reached as a result of arbitration proceedings pursuant to Clause GCC 8 hereof.

8.5.2 By the Consultancy

The Consultancy firm (s) may terminate this Contract, by not less than thirty (30) days' written notice to the Fund, such notice to be given after the occurrence of any of the events specified in paragraphs (a) through (c) of this Clause GCC 2.6.2:

- a) If the Fund fails to pay any money due to the Consultancy firm pursuant to this Contract and not subject to dispute pursuant to Clause GCC 7 hereof within forty-five (45) days after receiving written notice from the Consultancy firm that such payment is overdue.
- b) If, as the result of Force Majeure, the Consultancy firm is unable to perform a material portion of the Services for a period of not less than sixty (60) days.
- c) If the Fund fails to comply with any final decision reached as a result of arbitration pursuant to Clause GCC 8 hereof.

8.6 Payment upon Termination

Upon termination of this Contract pursuant to Clauses GCC 2.6.1 or GCC 2.6.2, the Fund shall make the following payments to the Consultancy firm.

- a) Payment pursuant to Clause GCC 6 for Services satisfactorily performed prior to the effective date of termination;
- b) Except in the case of termination pursuant to paragraphs (a) through (c), and (f) of Clause **GCC**, **reimbursement** of any reasonable cost incident to the prompt and orderly termination of the Contract, including the cost of the return travel of the Personnel and their eligible dependents.

8. Obligations of the Consultancy

8.1 General

8.1.1 Standard of Performance

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

8.1.2 Conflict of Interests

The Consultancy shall hold the Fund's interests paramount, without any consideration for future work, and strictly avoid conflict with other assignments or their own corporate interests.

8.1.3 Consultancy is not to Benefit from Commissions, Discounts, etc.

The payment of the Consultancy pursuant to Clause GCC 6 shall constitute the Consultancy's only payment in connection with this Contract or the Services, and the Consultancy shall not accept for their own benefit any trade commission, discount, or similar payment in connection with activities pursuant to this Contract or to the Services or in the discharge of their obligations under the Contract, and the Consultancy shall use their best efforts to ensure that the Personnel, any Sub-Consultancy's and agents of either of them similarly shall not receive any such additional payment.

8.1.4 Consultancy and Affiliates not to be Otherwise Interested in Project.

The Consultancy agrees that, during the term of this Contract and after its termination, the Consultancy and any entity affiliated with the Consultancy, as well as any Sub-Consultancy(s) and any entity affiliated with such Sub-Consultancy's, shall be disqualified from providing goods, works or services (other than consulting services) resulting from or directly related to the Consultancy's Services for the preparation or implementation of the project.

8.1.5 Prohibition of Conflicting Activities

The Consultancy shall not engage, and shall cause their Personnel as well as their Sub-Consultancy(s) and their Personnel not to engage, either directly or indirectly, in

any business or professional activities which would conflict with the activities assigned to them under this Contract.

8.1.6 Confidentiality

Except with the prior written consent of the Fund, the Consultancy and the Personnel shall not at any time communicate to any person or entity any confidential information acquired in the course of the Services, nor shall the Consultancy and the Personnel make public the recommendations formulated in the course of, or as a result of, the Services.

8.1.7 Consultancy to be Taken Out by the Consultancy

The Consultancy (a) shall take out and maintain, and shall cause any Sub-Consultancy(s) to take out and maintain, at their (or the Sub-Consultancy's as the case may be) own cost but on terms and conditions approved by the Fund, Consultancy against the risks, and for the coverage, as shall be specified in the SCC; and (b) at the Fund's request, shall provide evidence to the Fund showing that such Consultancy has been taken out and maintained and that the current premiums have been paid.

8.1.8 Consultancy's Actions Requiring Agency's Prior Approval

The Consultancy shall obtain the Fund's prior approval in writing before taking any of the following actions:

- (a) Entering into a subcontract for the performance of any part of the Services,
- (b) Appointing such members of the Personnel not listed by name in Appendix C, and
- (c) Any other action that may be specified in the SCC.

8.1.9 Reporting Obligations

- (a) The Consultancy shall submit to the Fund the reports and documents specified in Appendix B hereto, in the form, in the numbers and within the time periods set forth in the said Appendix.
- (b) Final reports shall be delivered in CD ROM in addition to the hard copies specified in said Appendix.

8.1.10 Documents Prepared by the Consultancy to be the Property of the Fund

- (a) All plans, drawings, specifications, designs, reports, other documents and software submitted by the Consultancy under this Contract shall

become and remain the property of the Fund, and the Consultancy shall, not later than upon termination or expiration of this Contract, deliver all such documents to the Fund, together with a detailed inventory thereof.

- (b) The Consultancy may retain a copy of such documents and software. Restrictions about the future use of these documents, if any, shall be specified in the SCC.

8.1.11 Consultancy's Personnel

8.1.11.1 Description of Personnel

The Consultancy shall employ and provide such qualified and experienced Personnel and Sub-Consultancy(s) as are required to carry out the Services. The titles, agreed job descriptions, minimum qualifications, and estimated periods of engagement in the carrying out of the Services of the Consultancy firm's Key Personnel are described in Appendix C. The Key Personnel and Sub-Consultancy firm(s) listed by title as well as by name in Appendix C are hereby approved by the Fund.

8.1.11.2 Removal and/or Replacement of Personnel

Except as the Fund may otherwise agree, no changes shall be made in the Key Personnel. If, for any reason beyond the reasonable control of the Consultancy, such as retirement, death, medical incapacity, among others, it becomes necessary to replace any of the Key Personnel, the Consultancy shall provide as a replacement a person of equivalent or better qualifications.

- (a) If the Fund finds that any of the Personnel have (i) committed serious misconduct or have been charged with having committed a criminal action, or (ii) have reasonable cause to be dissatisfied with the performance of any of the Personnel, then the Consultancy firm shall, at the Fund's written request specifying the grounds thereof, provide as a replacement a person with qualifications and experience acceptable to the Fund.
- (b) The Consultancy firm shall have no claim for additional costs arising out of or incidental to any removal and/or replacement of Personnel.

9. Obligations of the Fund

9.1 Assistance

The Fund shall use its best efforts to provide the Consultancy such assistance as specified in the SCC.

9.2 Change in the Applicable Law Related to Taxes and Duties

If, after the date of this Contract, there is any change in the Applicable Law with respect to taxes and duties which increases or decreases the cost incurred by the Consultancy in performing the Services, then the remuneration and reimbursable expenses otherwise payable to the Consultancy under this Contract shall be increased or decreased accordingly by agreement between the Parties, and corresponding adjustments shall be made to the amounts referred to in Clauses GCC 6.2 (a) or (b), as the case may be.

9.3 Payments to the Consultancy

Payment shall be based on agreed fee rates for nominated personnel and certain type or grade of personnel and reimbursable items, such as transportation and subsistence, using either actual expenses or the agreed unit prices.

9.4 Contract Unit Prices and Reimbursable

- (a) The unit prices and reimbursable payable in the currency is set forth in the SCC.
- (b) The unit price and reimbursable payable in local currency is set forth in the SCC.

9.5 Payment for Additional Services

For the purpose of determining the remuneration due for additional services as may be agreed under Clause 2.4, a breakdown of the unit prices and reimbursable is provided in Appendices D and E.

9.6 Terms and Conditions of Payment

Payments will be made to the account of the Consultancy firm and according to the payment schedule stated in the SCC. Unless otherwise stated in the SCC, the first payment shall be made against the provision by the Consultancy firm of an advance payment guarantee for the same amount, and shall be valid for the period stated in the SCC. Such guarantee shall be in the form set forth in Appendix G hereto, or in such other form, as the Fund shall have approved in writing. Any other payment shall be made after the conditions listed in the SCC for such payment have been met, and the Consultancy firm has submitted an invoice to the Fund specifying the amount due.

9.7 Good Faith

The Parties undertake to act in good faith with respect to each other's rights under this Contract and to adopt all reasonable measures to ensure the realization of the objectives of this Contract.

10. Settlement of Disputes

10.1 Amicable Settlement

The Parties agree that the avoidance or early resolution of disputes is crucial for a smooth execution of the Contract and the success of the assignment. The Parties shall use their best efforts to settle amicably all disputes arising out of or in connection with this Contract or its interpretation.

10.2 Dispute Resolution

Any dispute between the Parties as to matters arising pursuant to this Contract that cannot be settled amicably within thirty (30) days after receipt by one Party of the other Party's request for such amicable settlement may be submitted by either Party for settlement in accordance with the provisions specified in the SCC.