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**YOUTH ENTERPRISE REVOLVING FUND -YERF**

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**TENDER REFERENCE NUMBER: YERF RFP NO.5 OF 2020/2021**

**INVITATION TO TENDER FOR THE DEVELOPMENT OF AN ONLINE  
APPLICATION WEB PORTAL YOUTH ENTERPRISE REVOLVING FUND**

**11 AUGUST 2020**

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## **Youth Enterprise Revolving Fund**

### **TENDER NO:5 of 2020/2021 FOR THE DEVELOPMENT OF AN ONLINE APPLICATION FOR YOUTH ENTERPRISE REVOLVING FUND**

#### **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 Swati 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. INSTRUCTIONS TO TENDERERS

YERF wishes to invite reputable registered National Software Development Consultants (SDV) to submit proposals for development, training and maintenance of the software package for online loan application system.

- a. Consultants shall make a payment of a non-refundable tender fee of E300.00 to the following account number;

**Account Name: Youth Enterprise Fund**  
**Account Type: Corporate Current Account**  
**Bank Name: Standard Bank**  
**Account Number: 9110002748706**  
**Branch Name: Mbabane**  
**Swift Code: SBICSZMX**

- b. The submission should follow a two envelope system as follows:
  - Technical Submission
  - Financial Submission

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

- c. Proposals should be submitted at the Youth Enterprise Revolving Fund Reception by the **5<sup>th</sup> October 2020** at 10:00am. The physical address to the office is as follows:

**Youth Enterprise Revolving Fund**  
**Rhus Office Park (Old MTN Headquarters) Karl**  
**Grant Street, Mbabane**

- d. Late submissions will not be accepted; telephone or fax submissions will also not be accepted. The bidder bears the responsibility of ensuring their submissions are delivered on time; YERF accepts no liability for delayed delivery of the submission however caused.
- e. Proposal will be valid for a period of sixty (90) calendar days from the closing date of accepting the proposals. Any extensions required will be communicated to the bidders in writing.
- f. Quoted prices are to be stated in Eswatini Lilangeni currency (SZL) and should remain fixed for the period of the contract. Prices should be inclusive of all relevant taxes. Any price variations will not be accepted. Where a brand name has been specified, it should be noted that it is for purposes of guidance only.

- g. Submissions should also include the following:
  - i. Valid Trading license
  - ii. Certificate of Incorporation
  - iii. Original and valid tax compliance
  - iv. Form J & C
  - v. Company profile
  - vi. Directors I.D
  - vii. Police clearance certificate for ALL Directors
  - viii. Proof of payment for tender purchase at cost of E300.00
- h. YERF reserves the right to cancel, suspend or reject any proposal submissions for any reason without divulging the reasons to any of the bidders. Notwithstanding anything in the foregoing, YERF is not bound to accept the lowest bid or to incur any expenses in the preparation of the tender submission.
- i. Any substantive queries regarding this tender should be reduced to writing and **Email: [info@yef.co.sz](mailto:info@yef.co.sz)** by the **24<sup>th</sup> August 2020**. Information requested by the tenderers will not be unreasonably withheld.
- j. If for whatever reason it becomes necessary to make amendments or additions to the TORs, an addendum will be issued to all the bidders.
- k. Any entity that engages or attempts to unlawfully solicit information relating to this consultancy from YERF staff members will be disqualified and their submissions returned instantly.
- l. All proposals submitted and all other related information shall be treated with the strictest confidentiality and remains the property of YERF; none of the information shall be passed on to the third party unless otherwise required by Law.
- m. Any material deviation and failure to comply with the stipulated terms of reference may result in the loss of marks or subsequent disqualification as relevant.
- n. YERF may request to conduct a site inspection of the client's office and infrastructure during the assessment and adjudication process of the proposals and request for a dummy presentation.

## 5. SCOPE OF PROJECT

The scope of work for the Consultant shall be divided into the following phases:

### Phase 1 - Assessment

- i. Study the existing procedure of the various stages of operations of different divisions at Youth Fund and document it with AS-IS workflow diagrams and get approval of the client.
- ii. Apply process re-engineering wherever possible and propose TO-BE workflow diagrams. Obtain a user acceptance on the TO-BE workflow diagrams from the client.
- iii. Prepare Software Requirement Specifications (SRS) or Functional Specifications (FS) document and Software Design document (SDD) for the computerized web-based system and submit the same along with workflow diagrams.
- iv. Upon approval of the SRS/FS by the client, design and develop a non-functional prototype (HTML, CSS based) that is in line with the requirements indicated so that client gets the feel of the system that is being developed and provide necessary feedback on the frontend aspects.
- v. Upon approval of the non-functional prototype by Youth Fund, design and develop an appropriate software package that is in line with the requirements indicated.
- vi. Provide Online Help facility in the software as and when required.
- vii. Test the software by SDV (software development and validation) at least in three locations and revise the software to the extent needed on the basis of the test reports generated by the SDV and the independent tester from Youth Fund.
- viii. Provide comprehensive training to master trainers in the operation of the software, backup, configuration, etc. The terms and conditions to be followed are indicated in the second phase below (**Training of Master Trainer**)
- ix. Provide complete source code along with software drivers and other system files needed for installation and execution of the package.

- x. Provide detailed installation and operations/user manual which will facilitate the users in successfully using the software package.
- xi. Provide detailed technical manual incorporating the System Design and other technical features incorporated in the software package.
- xii. The SDV, after initial training of master trainers, must provide assistance to master trainers for a period of at least six months so that the master trainers gain necessary expertise and confidence in deploying the software developed by SDV.
- xiii. Provide free support for a period of one year from the time of acceptance of the software by Youth fund and carry out revisions, if any, arising out of bugs or minor changes during the said one-year period (Warranty support).
- xiv. Provide services for Change Request on demand of the client whenever major changes are required in the system under CRC.
- xv. Implement and provide the software with all the standard security features inbuilt to ensure integrity of data. The SDV will be responsible for the recovery of the data that has been tempered with due to lack of standard security features. The software package must have user access roles through which can assign or revoke rights of a user to a function or data.
- xvi. Provide the Plan for recovery, should the software package or the database fails, which includes managing backups of the database and the package itself. Perform necessary recovery of the system when needed.



## **Phase 2 - Training of Master Trainer**

The supplier must provide comprehensive training to the master trainer in the operations of the online system.

- i. The master trainers refer to all those system users including System Administrator, Data Administrator, Network Administrator, Managers and other end users specified by the client. The list of Master Trainers will be provided by the client one week before the trainings begins.
- ii. The vendor must provide a sufficiently detailed training plan before the start of training to Youth fund. The plan should contain an indicative list of resources that would be allocated from the vendor's side.
- iii. The SDV shall provide the necessary infrastructure for the training at a suitable location Mbabane.
- iv. The Youth fund shall be responsible for identifying the master trainers and other trainees.
- v. The training will be conducted for 10-15 days as required and decided by Youth fund in consultation with SDV. The training should not take more than 1 month.
- vi. The trainees must be provided with training materials/manuals that would cover all the facets of the software and installation. The trainees must also be provided with other training aids and tools, which would help them to receive proper trainings and better understand the system modules and usage.
- vii. The vendor will provide adequate training to the System Administrators, Data Administrators or Managers from Youth fund on system deployment & operation, server and system configuration and installation, backup services, Directory Management, security requirements, and other necessary technical services, which will enable them to use the system for timely and accurate production of required information within their area of authority and responsibility.
- viii. A minimum of two representatives from each division of the Youth fund will be trained as master trainers on the usage and operation of the System.
- ix. The deployment of two/three developers from Youth fund for the project will also be part of training of master trainers. The SDV must actively involve them in all the phases of system development, so that there will be better transfer of technology and build in-house capacity to manage small corrections at later stage.
- x. On completion of the training, the master trainers and Users will be performing a rigorous test on the system and submit their observation(s). The observations will cover the following topics:

- Comments on the training - lecture, coverage, materials & lab sessions;
  - Comments on User Interface and suggestions for betterment;
  - 
  - Comments on operational flow; ·
  - Response time of the system; ·
  - Bugs encountered and error management facilities; ·
  - Data validation and security measures; and
  - Documentations
- xi. The Youth fund would review the above feedbacks and direct the vendor to take necessary corrections or remedies. Based on the observations/comments made by the training participants, should the client feel that the training is not satisfactory or not adequately covered, then the vendor is liable for providing additional trainings.

## Change Request Contract (CRC)

- i. If there is a major change(s) in the requirements of the system, the vendor must provide post implementation support under a Change Request Contract for 1 year from the date of acceptance of the software package by Youth fund
- ii. Change Request Charge will be estimated in terms of the man-day rate. In the financial proposal, the vendor must submit the man-day rate for each person who will be involved in the change management. The rates should be valid for 1 year. The total cost for the change will be worked out from the quoted rates and the total man days needed to address the changes.
- iii. The man-day rate payable to the vendor, as quoted for the first year, shall subject to adjustment for the 2nd and 3rd year, taking into consideration local inflation rate. The adjustment will be made in accordance to the procurement manual of the Government in relation to the software engineering works.
- iv. The format for quoting man-day rates is provided in the table below.
- v. The Change Request is completely need based and payments are made only based on the major changes agreed between the parties.
- vi. The vendor must use all reasonable efforts to study the requirements of the system thoroughly during the initial implementation period.
- vii. The vendor shall not entertain frequent changes in the system from the client, once the requirements are finalized, which will adversely affect the project completion date and delay the project. However, the changes that come through the change management shall be executed by the vendor under the terms and conditions of Change Request Contract (CRC).
- viii. Whenever there are major new requirements due to change in the procedures/guidelines of the Youth fund, the client will ask for additional requirements through a Change Request Document. The work involved in the change request and the cost will be worked out by both client and vendor and a cost will be agreed within the framework of the Change Request Contract (CRC).
- ix. The CRC will be initiated, if the change is considered major, bringing in a major impact on the database or adds more input screens.
- x. The minor modifications of fields within an existing screen or changes having minor or no impact on the database will be handled as specified in the Warranty Support. The minor changes will not be handled by Change Management Contract.
- xi. The CRC will also be initiated, if the Client decides to introduce any new technologies in replacement of the Solution or along with the

Solution, due to advancement of the technologies, as may deem necessary for the system by the vendor. Such CRC will occur, provided that the above work scope is not being covered under the license agreement.

- xii. The SDV will be in binding to carry out the Change Request Contract made by the client for 3 years after the acceptance of the system by the Youth fund. An agreement will be signed for this contract.

**Table 1: Man – Day Rates for the Change Management for the 1<sup>st</sup>**


**6. DELIVERABLES**

Online Loan Application System includes the following Modules:

- a) Applicant registration.
- b) User Management and User Roles.
- c) Loan Extension Module for approved clients.
- d) Application Management (From application stage up to loan approval stage)
- e) Applicants should be able to track and get instant updates on their application status.
- f) Interfacing with YERF's already existing Third-Party loan Management platform
- g) Applicant profile management system

## TECHNICAL TERMS AND CONDITIONS

### a) Software/System user Requirement

The user requirements are defined in the scope of work on Phase 1.

### b) System Architecture

The architecture of the system must be component base where the components can be separated and integrated easily. The components must be well defined so that modules can be reused as and when required. The vendor must define these modules and must define on the technical proposal on how this will be achieved.

It is expected that consultants would add more value to the fund's solution by incorporating suggestions and recommendations, which will address Performance, High Availability, Security, Scalability, and Manageability

### c) Audit Trail and time series Data

The audit trail must be available on the system, to detailed information on who and when data was created or modified data in the system.

### d) Platform and Technology

- ❖ The proposed system should run on a Linux server using MariaDB version 10. \* database server. The data will be stored in MariaDB database after necessarily validation.
- ❖ The proposed system should be a web base system and should have a feature to work in a LAN environment with appropriate build in tool to capture and store data on a centralized database at the Youth Fund, In the absence of LAN the application should use internet.
- ❖ The entire system will be implemented in Laravel. The choice of front-end and back-end programming language will be PHP, JavaScript and MySQL.
- ❖ The system must make use for front end framework like Bootstrap, Foundation, google Material Designs, Sematic UI.
- ❖ The reporting will have to be done graphically as well as in text/tabular form. The report generation in the proposed system would have two categories, the standard reports and ad hoc reports. The standard reports will be designed and uploaded during the implementation and for ad hoc reports; the system will have a customized Query Builder feature. In every report there must be facility to generate the report as MS Excel Sheet, or csv, PDF formats.

In case the vendor chooses to propose any third-party tool(s) for the solution for turning performance, adding security feature, or rapid application development or any add-on software package for analysis and process of data. Full justification and cost must be defined in the proposal.

**e) Security Features**

The software must have standard security features built in so that the software has all the checks to ensure the integrity of data and the software should not have flaws or bugs that will allow users to tamper, alter or modify data with proper permissions.

The Software must provide the highest degree of security. The vendor must suggest suitable security components required for the software. In case of failure the vendor shall be liable for penalties. The following are some of the security features, but not limited to, which must be addressed in the proposal:

- i. The system should make sure that the user follows the login process.
- ii. The access of database must be based on the rules & regulations of the Fund.
- iii. A proper audit trail must be built in the proposed system.
- iv. SSL certification must be installed.

**f) Concurrency, Browser Compatibility and Bandwidth Optimization**

The system developed must be compatible with and well rendered in Microsoft Internet Explorer 11 and above, Mozilla Firefox 50.0 and above, Google Chrome 55.0 and above, and safari. The system must run on any screen sizes. Using modern UI frameworks for responsive design is highly recommended.

**g) Development Methodology**

Modular based approach based on prototyping model must be used for the design and development of the system.

- i. The vendor will initially carry out a detailed requirement study including the process of re-engineering, this will result in the formation of a Software Requirement Specification (SRS) document, Software Design document and associated AS-IS and TO-BE workflows.
- ii. Once the acceptance of the SRS, workflows and design by the client/Youth Fund the vendor will develop non-fictional prototype (HTML and CSS) of the system to the client and obtain the approval of each module. This will help better acceptance of the system.
- iii. Prototype of the application should be made and presented to the client 7 days after signing of initiation documents.

The vendor should propose the most suitable way for transfer of knowledge to the ICT personnel at Youth fund.

- iv. After the development of the software is complete, the software will be tested on the vendor premises by the vendor testers. Any bugs found will be reported and the vendor will be given time to fix these bugs before production.
- v. The bugs are classified into two, which is critical and non-critical bugs. Critical bugs are those that freezes the system and the normal functional of the Youth Fund, otherwise it will be defined as non-critical. The vendor must give attention to critical bugs within 24 hours of receiving the complainant from the client and in some time the vendor can request for extension of time on non-critical issues, which the client can grant up to two weeks to fix the bug.
- vi. The final testing of the software with sample data will be done at the premises of the youth fund and once the tests succeed and get accepted, the software will be deployed in the live environment and migration of data to the live server.

#### **h) Network Connectivity Requirement**

The proposed system would use the existing Local Area Network (LAN) covering all its Divisions. The applicants will access the application through the use of internet, or mobile devices (smart phones, Tablets). The youth fund will be responsible for initial setting up of the Linux Server and Database Server and providing connectivity to the LAN.

However, uploading of the system, maintenance of the server once the application is uploaded will be done by the vendor under the Warranty Support and Annual Maintenance Contract thereafter.

#### **i) Warranty, Support, Maintenance and change of Management**

- The vendor must provide free support for a period of 1 year from the time of acceptance of the software by the Youth Fund (Warranty support).
- During the above-mentioned warranty period, the vendor will be responsible for making minor changes as well as to fix the bugs, if there are any.

- For the major changes, a separate change management contract will be agreed and signed between the Youth fund and the vendor.

**j) Back-up and Recovery**

There will be one Main Web Server, one main Database Server and one third Server which will serve as the backup of both the Web and Database servers.

The synchronization of the Databases will be scheduled and a hot backup will be done on a daily basis.

If any one or both of the servers fail, the backup server(s) should take charge within 2 hours of the failure of the main system. The main system has to be fixed by the vendor within 2-5 working days depending on the degree of the problem.

The problems other than hardware failure will be addressed by the vendor under warranty support for first 2 years from the user acceptance. The system failure due to hardware failure will be addressed by the vendor under the schemes mentioned above once the new hardware has been replaced by the client.

The vendor will also provide adequate training to the System Administrator from the Procuring Agency so that routine checks and basic recovery can be handled in-house. In addition, the vendor must address the following during the warranty period:

- i) The backup of the database should be taken on daily and/or weekly incremental basis.
- ii) Full back up of relational database and source code files should be taken on monthly basis whenever changes take place.
- iii) A full (cold) backup should always be kept in a safe location. The vendor must also ensure that adequate training is provided to the System Administrator so that the procuring agency can handle the backup and recovery issues in-house after the expiry of the warranty period.

**k) Use of Source Code Management tools**

The vendor must manage its source codes through a source code management tools like Subversion (SVN) and GIT or any other source code management tools, so that many programmers can work in parallel without duplication of work. It will also be a useful tool to track previous versions of the codes and will be useful for debugging purpose.

**l) Ownership of Source Code and other Intellectual Property**



The Youth fund will be the rightful owners of the Source Code and all Intellectual Property associated with the system and they will have full rights over the usage of these resources. The management system so developed will be the sole property of the YERF Youth fund or any agencies designated by them. The Software Development Vendor (SDV) will have no right to commercially use or apply the software elsewhere.

**m) Re-engineering of the Process**

The vendor must make means to re-engineer the processes wherever possible so that the system can be optimally utilized instead of merely automating the manual procedures.

**n) Obsolescence**

The vendor undertakes to continuously and unfailingly advise the Client of new technologies (hardware & system software) in regard to the Solution during the course of this Contract. If the Client decides to introduce any such new technologies in replacement of the Solution or along with the Solution or as the case may be, the work that may arise therefrom shall be considered beyond the purview of this Contract. The Client shall enter into a change request contract (CRC) for the purpose; provided that such work scope is not being covered under the license agreement.

**o) Naming Convention /Standards**

In order to keep source codes organized, the vendor must strictly follow standards for forms, reports, database, triggers, views, stored procedures, coding etc.

**p) Project Development Team**

The minimum requirements for the Project Development Team from the vendor's side are as specified in clause 4.3 (a) 5 below of this document. The vendor may propose any additional professionals that may be required for the successful implementation of the project with proper justifications.

**q) Project Governance**

The management structure for the project has been proposed in this document based on identification of specific players, their responsibilities and the degree of interaction required between them during execution of this project.

Under the project, the Youth fund proposes to set up the working groups to aid the implementation of the project. In this regard, the Project Manager, which is to be fielded by the vendor, is fully responsible for conducting a thorough study of the project, and accordingly come up with a comprehensive project governance structure (including the teams from the vendor's side) that is mutually acceptable by the Youth Fund.

## **7. INSTITUTIONAL ARRANGEMENTS**

- a. The service provider must be a single legal entity with all other necessary expertise secured via sub-contract, or under a joint venture arrangement. YERF will enter into a single contract with a single entity for the delivery of the work set out in these tender documents.
- b. The Consultant will report to the Fund Manager/Chief Executive Officer and IT officer.
- c. YERF will provide all the documents and information necessary for the assignment.
- d. The YERF shall formally introduce the Consultant to all stakeholders

## **8. ASSIGNMENT PERIOD**

The entire work of software development and testing should be completed within 2 months from the date of receipt of letter of award of work. The time period of 6 weeks for the vendor is only for collecting requirements, designing, development and testing of the software. Training of Master Trainers may be conducted only after testing and acceptance of the software by the Youth fund. The training should not take more than 5 days.

## **9. EXPERTISE**

- a. **Academic Qualifications:**
  - i. Degree in a relevant field in the area of, system design and software development
- b. **Experience:**
  - i. At least three years' professional experience in systems, online application and management.
  - ii. Demonstrated experience in working with government partners and other stakeholders in public sector

development programs especially in the area of system's development.

- iii. Demonstrated experience in carrying out a similar exercise for a development/micro finance institution.

**c. Skills and Competencies**

- i. Ability to work with minimal supervision;
- ii. High level written and oral communications skills in English.
- iii. Must be result-oriented, a team player, exhibiting high levels of enthusiasm, tact, diplomacy and integrity;
- iv. Demonstrate excellent interpersonal and professional skills in interacting with government and development partners;
- v. Skills in facilitation of stakeholder engagements/workshops;
- vi. Evidence of having undertaken similar assignments;
- vii. Experience in research, policy development, management and programming related work.

**10. EVALUATION OF BIDS**

**PRELIMINARY EXAMINATION**

Prior to the detailed evaluation, the Procuring Entity will determine the substantial responsiveness of each Tender. For purposes of this clause, a substantially responsive Tender is one, which conforms to all the terms and conditions of the Invitation to Tender document without material deviations. The Procuring entity's determination of a Tender's responsiveness is based on the contents of the tender itself without recourse to extrinsic evidence.

If a Tender is not substantially responsive, the Procuring Entity shall reject it. The Tender must not subsequently be made responsive by the Tenderer by correction of the nonconformity. The Youth Enterprise Revolving Fund will examine the Tenders to determine, whether they are complete, whether any computational errors have been made, whether the documents have been properly signed, and whether the Tenders are generally in order. The Youth Enterprise Revolving Fund shall reject any Tender when:

- a) The Tenderer has failed to demonstrate an ability to perform according to the requirements indicated in the Invitation to Tender documents;

- b) The Tenderer refuses to accept the correction of an arithmetical error;
- c) The Tenderer is not substantially responsive to the requirements of the Invitation to Tender documents or the technical specifications;
- d) The Tenderer has failed to comply with a request for clarification of Tenders.
- e) If a Tender Security has been requested and this does not accompany the Tender.

## 11. EVALUATION OF TENDERERS

Tenders shall be evaluated using, but not limited to the following tender evaluation criteria:

<b>Evaluation Criteria</b>	<b>Max Score</b>	<b>Score Awarded</b>
<p><b>Company Profile:</b></p> <p>Provide company profile showing names of Directors, management team and general structure of the company and products or services offered.</p>	5	
<p><b>Experience:</b></p> <ul style="list-style-type: none"> <li>• Similar work done for at least (5) state owned entities 3 of which must be in the last 3 years. Recent experience on assignments of Online Web application development both functional and technical for at least 3 corporate entities outside the public enterprise environment over the last 3 years.</li> <li>• Experience of doing similar work for a development/micro finance institution</li> <li>• Provide recommendation letters from 3 reputable institutions/clients.</li> </ul>	<p>15</p> <p><b>10</b></p> <p>5</p>	
<p><b>Professional Qualifications:</b></p> <ul style="list-style-type: none"> <li>• Relevant academic qualifications and experience of the team leader (highest qualification scored)</li> <li>• Copy of credential certificates must be enclosed.</li> </ul>	<p>10</p> <p>5</p>	
<p><b>Methodology, approach and work plan:</b></p> <p>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.</p>	<p>30</p> <p>20</p>	
<b>TOTAL SCORE</b>	100	

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

## **12. EVALUATION OF FINANCIAL PROPOSALS**

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

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

The weights given to the Technical and Financial Proposals are:

$$T = 0.7$$

$$P = 0.3$$

## **13. CONTRACT AWARD PROCEDURES**

- a. The awarding of contract shall be recommended to the best evaluated tenderer, as determined by the evaluation methodology and criteria specified in the invitation document.
  - b. The contract award decision shall be taken by the appropriate approvals' authority, but the award decision does not constitute a contract.
- 13.4 Following the contract award decision, the procuring entity shall prepare a notice indicating the name of the best evaluated tenderer, the value of the proposed contract and any evaluation scores.
- 13.5 The notice shall be
- a) Sent directly to all tenderers who submitted tenders by letter and where appropriate, by email; and,
  - b) The Tender Committee shall allow a period of at least ten working days to elapse from the date of despatch of the notice before a contract is awarded.

#### **14. NEGOTIATIONS**

Expected address for contract negotiations: Mbabane Rhus Office Park (Old MTN Headquarters), Youth Enterprise Revolving Fund Offices

#### **15. CLOSING DATE**

- a.) The closing date for submission of proposals is the **5<sup>th</sup> October 2020 at 10.00am** Eswatini time. Submitted tenders will be soon after the deadline.
- b) Submitted Sealed Proposals should be clearly marked **“Proposal for Development of an online application web portal”** and addressed:

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

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

**FORM A**

**YOUTH ENTERPRISE REVOLVING FUND - COMMITMENT FORM**

**REQUEST FOR PROPOSAL NO: 5 OF 2020/2021** Development of an online application web portal.

I (name of tenderer in full).....

.....hereby agree to deliver all goods and services at the same time without altering the tendered price I quoted during tender submission date.

Residential

Address.....

.....

Business

Address.....

.....

Postal

Address.....

.....

Telephone

Number.....

...

Email

Address.....

...

Name of person authorized to sign this tender:

NAME.....

SIGNATURE.....



**FORM B: BID SUBMISSION FORM**

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

[Location]

[Date]

Procurement Reference No: [Insert Tender number]

To: [Name and address of Procuring Entity]

Dear Sirs:

We, the undersigned, declare that:

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

Dated on \_\_\_\_\_ day of \_\_\_\_\_  
\_\_\_\_\_ [insert date of signing]

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

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

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

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

## **FORM C: DECLARATION OF ELIGIBILITY**

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

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

Dear Sirs,

**RE: REQUEST FOR PROPOSAL NO: 5 OF 2020/2021 for Development of an online application web portal.**

We hereby declare that:

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

Signed .....  
Authorized

Representative Date  
.....  
.....

## **CONTRACT TERMS AND CONDITIONS**

### **1. DEFINITIONS**

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

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

### **2. APPLICATION**

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

### **3. STANDARDS**

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

#### 4. USE OF CONTRACT DOCUMENTS AND INFORMATION

- 4.1 The Consultant shall not, without the Procuring Entity's prior written consent, disclose the Contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the Procuring Entity in connection therewith, to any person other than a person employed by the Consultant, in the performance of the Contract. Disclosure to any such employed person shall be made in confidence and shall extend only so as may be necessary for purposes of such performance.
- 4.2 The Consultant shall not, without the Procuring Entity's prior written consent, make use of any document or information enumerated in Clause 4.1 except for purposes of performing the Contract.
- 4.3 Any document, other than the Contract itself, enumerated in Clause 4.1 shall remain the property of the Procuring Entity and shall be returned (in all copies) to the Procuring Entity on completion of the Supplier's performance under the Contract if so required by the Procuring Entity.
- a. Collaboration, Partnerships with Foreign Firms & Subcontracting**
1. The local Vendor is free to go into long term partnerships with reputed international firms based on resource sharing and transfer of technology.
  2. The Consultants who wished to enter the partnerships with foreign firms must ensure proper transfer of technology to the extent of building the local capacity for long term sustainability of the local vendor. Project based tie ups and short term partnerships are not encouraged because it doesn't ensure the long term sustainability of the project.
  3. A vendor, who wishes to terminate partnerships with foreign firms due to unavoidable circumstances, must ensure that there is competent local capacity already built, so that the development of the system including the change management is not hampered.
  4. The local vendor, who wishes to partner with foreign firms, must have adequate local staffs working with the staffs of the foreign firms, so that there is better transfer of experiences, knowledge & technology. This is done, so as to enhance the capacity & competitiveness of the local firms, who can confidently undertake similar projects in the future without partnerships.
  5. Presence of local staff as key members in the project team is necessary conditions to accept the proposal for evaluation.

6. The vendor awarded the contract shall not subcontract the awarded work partly or in full to any National/International Firms. This clause nullifies all the clauses pertaining to subcontracting that contradict with this one, in any part of the document.

**b. Quality of Work**

The Vendor must ensure quality while implementing the system at all times. This will be evaluated by the Youth fund in the long run and this will have a bearing on awarding similar Government Projects that are in pipeline and also those projects that will be taken by the Government in the future.

**c. Confidentiality of offer**

The details of the offer proposed by the Vendor or its acceptance thereof with or without modifications by Youth fund shall not be passed in part or full to any third party without prior written approval of the parties involved. This applies to both client as well as the vendor.

**5. PATENT AND COPY RIGHTS**

- i. The Vendor represents that the Solution or any product/component, supplied by the Vendor does not infringe any patents and copyright. If, however, a third party claims that the Solution or any product/component thereunder, supplied by the Vendor under this Contract, infringes a patent or copyright ("IP Claim"), the Vendor will defend the Client against the IP Claim at the Vendor's expense and pay all costs, damages and legal fees that a constitutional court finally awards.
- ii. If the Vendor determines that no alternative is reasonably available, and the Client agrees to return the Product/Component/Solution to the Vendor on the Vendor's written request, an appropriate compensation has to be proposed and be acceptable to the client.
- iii. The Vendor has and will have no obligation to the Client regarding any "IP Claim" based on:
  - the Client's modification of a Product/Component under the Solution unilaterally;
  - use of the program other than its specified operating environment;

- the combination, operation or use of a product/component under the Solution with any other product, program, data or apparatus, not furnished by the Vendor, provided that the use of such product, program, data or apparatus has not been envisaged in this Contract and such product, program, data or apparatus is solely responsible for such infringement.

## **6. DELIVERY OF DOCUMENTS**

- 6.1 Delivery of the documents shall be made by the Consultant in accordance with the terms specified in the tender documents.
- 6.2 For purposes of the Tender, the trade terms used to describe the obligations of the parties shall have the meanings assigned to them by the current edition of Incoterms published by the International Chamber of Commerce, Paris.

## **7. PAYMENT**

- 7.1 The method and conditions of payment to be made to the Consultant under this Contract shall be specified in the Contract document.
- 7.2 The Consultant request(s) for payment shall be made to the Procuring Entity in writing, accompanied by an invoice describing, as appropriate, the Services performed, and upon fulfilment of other obligations stipulated in the Contract.
- 7.3 Payment shall be made promptly by the Procuring Entity, but in no case later than thirty (30) days after submission of an invoice or claim by the Consultant unless otherwise stated in the Contract.

## **8. PRICES**

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

## **9. CONTRACT AMENDMENTS**

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

## **10. ASSIGNMENT**

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

## **11. SUBCONTRACTS**

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

## **12. DELAYS IN THE CONSULTANT PERFORMANCE**

- 12.1 Performance of services shall be made by the Consultant in accordance with the time schedule prescribed by the Procuring Entity.
- 12.2 If at any time during performance of the contract, the consultant or its subcontractor(s) should encounter conditions impeding timely delivery of the Performance of Services, the consultant shall promptly notify the Procuring Entity in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of Consultant' notice, the Procuring Entity shall evaluate the situation and may at its discretion extend the Consultant's time of performance, with or without liquidated damages, in which case the extension shall be ratified by the parties by amendment of the contract.
- 12.3 Except as provided under Clause 12, a delay by the Consultant in the Performance of its delivery obligations shall render the Consultant liable to the imposition of liquidated damages pursuant to Clause 13, unless an extension of time is agreed upon without the application of liquidated damages.

## **13. LIQUIDATED DAMAGES**

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



## **14. TERMINATION FOR DEFAULT**

- 14.1 The Procuring entity without prejudice to any other remedy for breach of Contract, by written notice of default sent to the Consultant, may terminate this contract in whole or in part:
- 14.1.1 If the Consultant fails to deliver the work within the period specified in the contract, or within any extension thereof granted by the procuring entity pursuant to Clause 17; or
- 14.1.2 If the Consultant fails to perform any other obligation(s) under the contract.
- 14.2 In the event the Procuring entity terminates the contract in whole or in part, pursuant to clause 13.1, the Procuring Entity may procure, upon such terms and in manner as it deems appropriate, goods or services similar to those undelivered, and the consultant shall be liable to the procuring Entity for any excess cost for such similar services. However, the consultant shall continue performance of the contract to the extent not terminated.

## **15. FORCE MAJEURE**

- 15.1 Notwithstanding the provision of Clause 12, 13 and 14, the consultant shall not be liable for liquidated damages or termination for default if and to the extent that its delay in performance or other failure to perform its obligation under the contract is the result of Force Majeure.
- 15.2 For purposes of this Clause, "Force Majeure" means an event beyond the control of the supplier and not involving the supplier's fault or negligence and not foreseeable. Such events may include but are not restricted to, acts of Procuring Entity in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes
- 15.3 If a Force Majeure situation arises, the Consultant shall promptly notify the Procuring Entity in writing of such condition and the cause thereof. Unless otherwise directed by the Procuring Entity in writing, the Consultant shall continue to perform its obligation under the contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the force majeure event.

## **16. TERMINATION FOR INSOLVENCY**

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

## **17. RESOLUTION OF DISPUTES**

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

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

17.3 The arbitrator shall determine the matters in dispute in accordance with the laws in effect in the Kingdom of Eswatini.

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

## **18. APPLICABLE LAW**

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

## **19. NOTICES**

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

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

## **20. TAXES AND DUTIES**

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