



SINCEPHETELO MOTOR VEHICLE ACCIDENTS FUND

REQUEST FOR PROPOSALS

**SERVICES FOR THE DEVELOPMENT OF AN IMS STRATEGY AND
SYSTEMS**

**TENDER NO: SMVAF007/2021/22
August 2021**

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1.0 LETTER OF INVITATION

REQUEST FOR PROPOSALS FOR IMS STRATEGY AND SYSTEMS DEVELOPMENT TENDER

- Tenders are hereby invited from suitably qualified service providers for the development of **an IMS strategy and systems development tender for Sincephetelo Motor Vehicle Accidents Fund**. The aim of this RFP is to assist the Fund to improve its performance by specifying repeatable steps that the Fund should consciously implement to achieve in its goals and objectives and also to create an organizational culture that reflexively engages in a continuous cycle of self-evaluation, correction and improvement of operations and processes through heightened employee awareness, management leadership and commitment.

This will also assist the Fund to:

- To make more efficient use of resources and improved financial performance;
- Improved risk management and protection of people and the environment;
- Increased capability to deliver consistent and improved services and products, thereby increasing value to customers, all other stakeholders and align with the new business processes.

Terms of Reference will be provided after payment of a non-refundable fee of E **300.00** to Sincephetelo Motor Vehicle Accidents Fund. Payments for the tender fee should be made in cash at the **Sincephetelo Motor Vehicle Accidents Fund Headquarters, Mbhilibhi Street, Mbabane.**

Documents are available at SMVAF Headquarters on the address below:

Sincephetelo Motor Vehicle Fund Office Park

Mbhilibhi Street

MBABANE



- The closing date for submission of the tenders is **13th September 2021 at 1200HRS**, at the **Sincephetelo Motor Vehicle Accidents Fund Headquarters, SMVAF Office Park, Mbhilibhi Street, Mbabane, Swaziland**. Request for clarification closes on the **07th September 2021 at 1200HRS**.
- Tenders shall be opened on the **13th September, 2021 at 1215HRS** at SMVAF Headquarters.

Late, incomplete, telephoned or telegraphic tenders will not be considered.

Any actions or tendencies that will be interpreted as an attempt to interfere with or influence the tendering process will result in immediate disqualification of the Tenderer.

All enquiries relating to this tender may be addressed to **procurement@mva.org.sz**. Tel: (+268) 24086800/ (+268) 24086835,

Completed tenders should be delivered in a sealed envelope to the MVA Fund Mbabane, **Finance 4th floor Office** clearly marked (**PROPOSALS FOR IMS STRATEGY AND SYSTEMS DEVELOPMENT FOR SMVAF 007/2021/22**)



2.0 DEFINITIONS

a)	SMVAF	Sincephetelo Motor Vehicle Accidents Fund
b)	Employee	Any person employed either on permanent or contract basis.
c)	Applicable Law	Laws and any other instruments having the force of law in Eswatini, as they may be issued and in force from time to time
d)	Local Currency	Lilangeni (SZL).
e)	Services	The work to be performed by the Service provider pursuant to this Contract
f)	Party	Company or the Service provider, as the case may be, and “Parties” means both of them.
g)	Government	The Government of Eswatini
h)	Business day	Any day of the week other than Saturdays, Sundays or public holidays in Eswatini.
i)		Expressions or words defined in this agreement shall bear their ordinary meaning unless otherwise defined in this contract or by law.

Annexure to the Agreement shall be deemed to be incorporated into and to form part of the agreement. Provided that in the event there is a conflict between a particular provision of the main body of the agreement and any annexure thereof, the provision in the main body of the agreement prevails and shall be deemed to state the final intention of the parties in this regard.

3.0 BACKGROUND

Sincephetelo Motor Vehicle Accidents Fund (SMVAF) is a category A Public Enterprise created as an instrument through which the government of Eswatini treats, rehabilitates and compensates victims of road traffic accidents. It is a Fund also empowered to collaborate with stakeholders in the prevention of accidents.



Since Phetelo Motor Vehicle Accidents Fund is a replacement of the Third Party Insurance that was operational in the country between 1973 – 1986 wherein victims of traffic accidents claimed compensation. However, the increase in traffic accidents hiked premiums and motorists could not afford keeping up with their payments. As a result, many people that were injured in traffic accident could not be compensated.

The Government of Eswatini established a universal cover for victims of traffic accidents that would be sustained by a fuel levy which currently sits at 35 cents a litre.

4.0 PURPOSE OF THE STRATEGY

The main purpose is to develop an integrated management system which will then be customised to fit the fund's new business model, further more development, implementation and certification of the integrated management system will also form an integral part of the strategy.

5.0 OBJECTIVES

- (a) Determine an IMS strategy compatible with the fund's business process
- (b) Implementation and certification of the relevant ISO standards (9001:2015)
- (c) Customer satisfaction drastically improve
- (d) Business processes improved, simplified and easily accessible to all employees

6.0 SCOPE OF WORK

- A. Assist the fund in an IMS strategy to best fit the new business process
- B. Develop an IMS system compatible with the fund new business model
- C. Assist the fund with the implementing of the IMS system
- D. Assist the fund with getting ISO 9001:2015 certified

6.1 EXPECTED DELIVERABLES

- The approach of developing the strategy
- Business and IMS strategy alignment,
- IMS system development



- IMS system implementation
- ISO certification

7.0 WORK FLOW

The consultant will provide a detailed Gantt chart showing methodologies used and timelines from inception to completion of assignment, i.e. presentation of report.

8.0 QUALIFICATIONS AND CREDENTIALS OF THE SERVICE PROVIDER

The request for document must also highlight the following information:

- Experience in IMS strategy development, implementation and Certification.
- At least three (3) references where similar work has been undertaken.
- Composition of the team of the service provider. It is necessary that the service provider clarifies who the team leader is, as well as the role to be played by any of the support team members.
- Qualifications of the team to be involved in the project with proof thereof attached.

9.0 EVALUATION CRITERIA

Tenderers will be evaluated on **TECHNICAL** and **FINANCIAL** competence. The Technical proposal will weigh 80% and the Financial will weigh 20%. The minimum Technical Score required to pass is: **70%**. Kindly submit two separate proposals: Technical and Financial proposal.

- Technical Evaluation:

	ITEM	Points
1	Understanding of the project and scope of work	10
2	Overall methodologies adopted to produce the expected deliverables	25
3	Detailed work plan with time frames for the overall project	15
4	Verifiable track record of successful IT strategy developed in the last 5 years	10
5	Qualifications of team	20
	TOTAL	80



ii) Financial Evaluation

The financial evaluation of the tenders will follow the following process:

- The evaluation team will review the financial bids and determine the evaluation price for each proposal;

	ITEM	Points
1	Pricing	20

iii) Final Evaluation

- The weighted technical and financial scores shall be added together to give a total score for each proposal
- Proposal with highest score shall be recommended for award
- As outlined above, SMVAF will adopt a two-envelope system and evaluate proposals using a **Quality and Cost-Based Selection Model**. The Technical proposals will be evaluated first. Thus, it is important and compulsory to submit a separate technical proposal and separate financial proposal, each wrapped in a separately sealed envelope and clearly marked ‘technical proposal’ and ‘financial proposal’, respectively. These two envelopes must be submitted in one sealed envelope.

10.0 ELIGIBILITY OF TENDERERS

SMVAF requires that Tenderers observe the highest standard of ethics during the procurement process and execution of contracts. When used in the present regulations, the following terms are defined as follows;

- ii) **“Corrupt practice”** means the offering, giving, receiving, or soliciting of anything of value to influence the action of a company official in the procurement process or in contract execution; and
- iii) **“Fraudulent practice”** means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of SMVAF,



and includes collusive practice among tenderers (prior to or after tender submission) designed to establish tender prices at artificial non-competitive levels and to deprive SMVAF of the benefits of free and open competition. SMVAF will reject a proposal for award if it determines that the tenderer recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question. Further, a tenderer who is found to have indulged in corrupt or fraudulent practices risks being blacklisted from procurement at SMVAF.

- iii) Tenderers and their officers, employees, agents and advisers must not engage in any collusion, anti-competitive conduct or any other similar conduct with any other Tenderer or any other person in relation to the preparation or submission of tenders. In addition to any other remedies available under any law or any contract, the SMVAF may at its sole discretion immediately reject any tender submitted by a tenderer that engaged in any collusive tendering, anti-competitive conduct or other similar conduct with any other tenderer or any other person in relation to the preparation or submission of Tenders.
- iv) Any collusion amongst Tenderers or between Tenderers and SMVAF personnel is forbidden and discovery of any such act will disqualify the Tenderer(s) and result in disciplinary action against the SMVAF employee. The tender, or contract if it has been concluded already, will be declared invalid if SMVAF determines that the Tenderer, or any person acting on his behalf, has offered, promised or given a bribe, gift or other inducement to an officer or employee of SMVAF with the intention of influencing the award of the contract.

The Tenderer should provide satisfactory evidence acceptable to SMVAF to show that:

- v) It is a reputable company who has adequate technical knowledge, professional qualification, and wide experience in performing the desired task
- vi) It has adequate financial stability and status to meet the stipulations under the contract. It is financially solvent and without current judgments or any other financial background which could prevent it from operating bank accounts, raising finance and conducting other activities which are essential to the running of a business.

- vii) It has an adequately qualified and experienced team assigned for the work under this tender.

Tenderers are advised to provide all relevant information as required.

11.0 CONTRACT AWARD

- i) A tenderer who scores the highest final score shall be selected as the preferred tenderer and will be recommended for the award of the contract. Approval of award and of contract does not constitute a contract award.
- ii) An intention of a notice to award in terms of the circular No. 3 of 2015 dispensed by the Swaziland Public Procurement Authority shall be issued. The notice shall allow for a notice period of at least 10 working days from the dispatch and publication of the notice before the award of the contract.
- iii) The intention to award will be sent and published to the Swaziland Public Procurement Authority website www.sppra.co.sz.
- iv) Non-Conformities, Errors and Omissions to any conditions stated anywhere in this will lead to disqualification.

12.0 DURATION

The whole exercise should be completed within a period not exceeding 12 calendar months. The consultant shall provide sufficient resources to carry out the task within the time frame specified.

13.0 SUBMISSION AND VALIDITY OF TENDERS

- i) Submission of Tenders
 - Technical and Financial proposals shall be submitted. These proposals should be separated and clearly marked “**TECHNICAL**” and “**FINANCIAL**”. The separate, sealed envelopes of both the financial and technical proposals should then be sent to SMVAF in **ONE** sealed envelope clearly marked as follows:

**TENDER NO.: SMVAF007/2020/21
SERVICES FOR THE DEVELOPMENT AN IMS STRATEGY AND
SYSTEMS**

These must be delivered on or before the date of closure of proposals to:

**SINCEPHETELO MOTOR VEHICLE ACCIDENTS FUND
SMVAF OFFICE PARK
MBHILIBHI STREET
MBABANE**

- The Closing date for submission of the tenders is **13th September 2021** at the **Sincephetelo Motor Vehicle Accidents Fund Headquarters, SMVAF Office Park, Fourth Floor, Finance Office, Mhilibhi Street, Mbabane, Swaziland** no later than 12:00p.m. Request for Clarification closes on the **07th September 2021 at 1200HRS.** Tenders shall be opened on the **13th September 2021 at 1215HRS** at SMVAF Headquarters.
- Tenderers are expected to submit **1 ORIGINAL** document of the tender document and 4 copies.
- Faxed, emailed or late tenders will not be considered.

Tenderers should also provide the following:

- Company profile.
 - An Original Tax Compliance Certificate.
 - A certified copy of Trading License.
 - A certified copy of Form J and Form C
 - Police clearance for company directors
 - A copy of the Tenderers Company audited annual financial statements for the past three (3) years or since inception.
 - Names and Contact Details of at least three (3) reference customers
 - Proof of payment for the tender fee.
-
- Omissions and non-conformance to any of the above conditions will lead to disqualification.
 - Tender price should be valid for 90 days.
 - Note that SMVAF payment terms are 30 days from the date of invoice.
 - Successful tenderers will be required to sign the service level agreement/contract.
 - It is SMVAF's sole discretion to award or not to award any of the tenderers nor will SMVAF be bound to give reasons for not awarding any or all of the tenderers.



ii) Validity of Tenders

Tenders shall be valid for a period of 3 calendar months from the submission deadline.

iii) Language of Tenders

All bids must be written in English.

iv) Withdrawal, Substitution and Modifications

- In the event that a tenderer wishes to withdraw a tender, a notification in writing addressed to procurement@mva.org.sz, followed by a signed confirmation copy. The changes or modifications shall be initialled in black ink.
 - There shall be no refund of the tender fee for any withdrawals
 - No tenders may be withdrawn in the interval between the deadline for submission of tenders and the expiration of its validity.
 - Where a tenderer wishes to substitute or modify a tender, He/she shall do so in writing addressed to procurement@mva.org.sz. Modified/replaced tender documents shall be clearly marked and submitted before the closing date of the tender.
 - No tenders may be modified after the deadline for submission of tenders.
- v) At any time prior to the deadline for submission of applications, the SMVAF may amend the request for proposals by issuing addenda. Any addendum issued will be communicated to all applicants who have notified SMVAF of their intention to submit proposals and/or will be made available on the SMVAF website (www.mva.org.sz). To give prospective applicants reasonable time to take an addendum into account in preparing their proposals, the SMVAF may, at its discretion, extend the deadline for the submission of applications.

14.0 CONTRACT TERMS AND CONDITIONS

- i) The clause headings in this Contract are used for convenience and reference purposes

only and shall not be used in the interpretation nor be deemed to modify or amplify the terms of this Agreement or any clause thereof.

- ii) Unless the context clearly indicates a contrary intention, any words importing or connoting any gender includes all genders;
- iii) The singular included the plural or vice versa.
- iv) Natural persons include artificial person and vice versa and shall in the eventuality of a change in the Law in Eswatini to provide for the same, insolvency shall include judicial management;

15.0 COMMENCEMENT

- i) The services to be carried under the Contract are to commence from the date of signature of the Contract.
- ii) In the event that any delay in the completion of the project is occasioned by any fault and/or delay by either party, the project shall be completed within such extended time as the parties may agree in writing; provided that both parties shall avoid any delays to the project.

16.0 EXECUTION

- i) The project shall be executed during the contract period and completed by the Consultant on or before the completion date.
- ii) SMVAF will appoint a person to be a project Manager to administer the Contract on her behalf.
- iii) The consultant shall report to the **IMS Officer – Mr Sakhile Mdluli** on the progress who will be the Project Manager.
- iv) The Project Manager shall be the liaison person for SMVAF and shall be responsible for directing the performance of this contract. The Consultant shall constantly report



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

17.0 PAYMENT

- i) When claiming payment, the Consultant shall submit an invoice to the SMVAF. The invoice shall be submitted together with supporting documentation, addressed to the SMVAF.
- ii) SMVAF shall make payments to the Consultant within 30 days of receipt of a valid invoice.
- iii) The payment terms shall be as follows: *as agreed with the successful tenderer.*
- iv) The currency of payment of the Contract shall be in Eswatini Lilangeni.

18.0 POSTPONEMENT, VARIATION AND TERMINATION

- i) Either party may, by written notice to the other party and at any time, give prior notice of his intention to postpone or abandon project, in whole or in part, or terminate this contract.
- ii) The effective date of termination of the project shall not be less than fifteen (15) days after receipt of such notice, or such other longer or shorter period as may be agreed between the Parties.
- iii) Upon receipt of such notice the Consultant shall take immediate steps to bring the Services to a close and reduce expenditure to a minimum.
- iv) Termination of the Contract, for whatever reasons, shall not prejudice or affect the accrued rights or claim and liabilities of either party to this Contract.

19.0 VARIATION

- i) This agreement can only be varied by agreement in writing entered into by the parties.

ii) Either one of the parties can initiate negotiations with a view to reach such said agreement.

iii) Should there be any queries please contact The Senior Procurement Officer on these contacts Tel: (+268) 24086800 Email: procurement@mva.org.sz

20.0 APPLICABLE LAW

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

21.0 APPENDICES

BID SUBMISSION FORM

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

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

The Secretary to the Tender Committee
Sincephetelo Motor Vehicle Accidents Fund
SMVAF Office Park
P.O. Box 4239
Mbabane

Dear Sir/Madam

I, the undersigned, offer to provide **SERVICES FOR IMS Strategy and systems development** to the Sincephetelo Motor Vehicle Accidents Fund in accordance with your Request for Proposal dated and our Proposal.

I hereby submit our Proposal, which displays compliance to the requirements and evaluation criteria. I 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 disqualification.

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

We undertake, if my Proposal is accepted, to provide services for the development of an IT strategy related to the assignment on the date to be agreed upon. We understand that the SMVAF is not bound to accept the lowest or any proposal.

Yours sincerely,

Authorized Signature: _____

Date: _____

Email Address: _____

Business Address: _____

DECLARATION OF ELIGIBILITY

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

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

To: **The Secretary to the Tender Committee**
Sincephetelo Motor Vehicle Accident Fund
SMVAF Office Park
P.O. Box 4239
Mbabane

Dear Sir/Madam,

Re Tender Reference: **RFP No: SMVAF007/2021/22 – SERVICES FOR IMS Strategy and Systems development.**

We hereby declare that: -

- (a) We, 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 Representation

Date.....

