



The Kingdom of Eswatini
ESWATINI REVENUE SERVICE

Invitation to Tender (ITT) Document
Installation of a PV Solar Renewable
Energy System at Lavumisa Border Post

Procurement Method:	Open Tender
Subject of Procurement:	Installation of a PV Solar Renewable Energy System at Lavumisa Border Post
Procurement Reference Number:	ERS2025/008
Date of Issue:	7 May 2025
Compulsory Pre-Tender meeting:	20 May 2025, 12:00 noon Lavumisa Border Post
Tender Submission Date:	20 June 2025
Participation <i>[International or</i> <i>National]</i> :	Both National and International

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Standard Tender Document for Non-Consultancy Services



Standard Tender Document

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Standard Tender Document for Non-Consultancy Services



Standard Invitation to Tenderers TENDER NOTICE UNDER OPEN TENDERING

Invitation to Tender for the Installation of a PV Solar Renewable Energy System at Lavumisa Border Post – ERS2025/008

1. The Eswatini Revenue Service has allocated funds to be used for the acquisition of the above-mentioned services.
2. The Entity invites your sealed proposals for the provision of the above services.
3. Bidding will be conducted in accordance with the Government of Eswatini's Public Procurement Act and Regulations 2020 and the procedures described in Part 1: Proposal Procedures.
4. You may obtain further information at the address given below at 7(a) from 8:00am – 5:00pm
5. Proposals must be delivered to the address below at 7(c) at or before **12:00 noon 20 June 2025**. Late proposals shall be rejected. Proposals will be opened in the presence of the consultants' representatives who choose to attend at the address below at 7(d) at **12:00 noon 20 June 2025**.
6. There shall be a pre – proposal meeting/ site visit on the **20 May 2025 at 1200HRS LAVUMISA BORDER POST**
7. Address and contact details

(a)	Information about proposal can be accessed from:	Manager Procurement Nbmatse@ers.org.sz Procurement@ers.org.sz or
(b)	Documents will be issued from:	Eswatini Revenue Website at www.ers.org.sz
(c)	Bids must be delivered to:	Eswatini Revenue Service, Headquarters Reception, Portion 419 of Farm 50 Along MR103 Ezulwini before 12h00 Noon on Friday 20th June 2025. Portion 419 of Farm 50 Ezulwini Along MR 103 (Mvutshini-Gables Road) GPS Coordinates: S 26 25.120 E 31 10.623

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(d)	Address of proposal opening:	Eswatini Revenue Service, Headquarters
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9. The planned procurement schedule (subject to changes) is as follows:

Activity	Date
(a) Issue of invitation to tender letter	7 th May 2025
(b) Pre-proposal meeting/ Site visit (where applicable)	20 th May 2025
(c) Proposal closing date	20 th June 2025
(d) Evaluation process	Within 10 days of closing
(e) Notification and publication of notice of intention to award	Within 10 days of evaluation
(f) Contract Award	After 10 days of intention to award

10. Any queries should be addressed at the address given above, 7 *working days* before tender closing date.

Signature:

Name: Nondumiso Matse

Position of Authorised Official: Manager Procurement

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Standard Tender Document for Non-Consultancy Services



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Section 1. Instructions to Tenderers

A. General

1. Scope of Tender

- 1.1 The Eswatini Revenue Service, invites Tenders for the provision of the Services specified in Section 6, Statement of Requirements to commence on the date indicated on the TDS.
- 1.2 The Instructions to Tenderers (ITT) should be read in conjunction with the TDS. The subject and procurement reference number and inputs to be provided by the Procuring entity are provided in the SCC.
- 1.3 Throughout this Tendering Document:
 - (a) the term “in writing” means communicated in written form with proof of receipt;
 - (b) if the context so requires, singular means plural and vice versa; and
 - (c) “day” means working day,
- 1.4 Procurement will be undertaken in compliance with the Public Procurement Act and the Regulations.

2. Source of Funds

- 2.1 The Procuring entity has an approved budget from Government funds towards the cost of the procurement. The Procuring entity intends to use these funds to place a contract for which this Tender Document is issued.
- 2.2 Payments will be made directly by the Procuring entity and will be subject in all respects to the terms and conditions of the resulting contract placed by the Procuring entity.

3. Corrupt Practices

- 3.1 It is the Government of Eswatini’s policy to require that Procuring Entities, as well as Tenderers and Providers, observe the highest standards of ethics during procurement and the execution of contracts. In pursuit of this policy, the Government of Eswatini represented by the Eswatini Public Procurement Regulatory Agency (herein referred to as the Agency);
 - (a) defines, for the purposes of this provision, the terms set forth below as follows:
 - (i) “corrupt practice” means the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value, to influence the action of a public official in the procurement process or in contract execution; and
 - (ii) “fraudulent practice” is any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation;
 - (iii) “collusive practice” is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party;
 - (iv) “coercive practice” is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;

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- (b) will reject a recommendation for award if it determines that the Tenderer recommended for award has engaged in corrupt or fraudulent practices in competing for the Contract;
 - (c) will debar a Tenderer from engaging in any public procurement proceeding for a stated period of time, if it at any time determines that the Provider has engaged in corrupt or fraudulent practices in competing for, or in executing, a Government contract.
- 3.2 Furthermore, Tenderers shall be aware of the provision stated in Clause 2.2, 2.3 and 14.1(g)-(h) of the General Conditions of Contract.
- 3.3 In pursuit of the policy defined in Sub-Clause 3.1, the Procuring entity may terminate a contract or be ordered by ESPPRA to cancel a contract if it at any time determines that corrupt, fraudulent, collusive or coercive practices were engaged in by representatives of the Procuring entity or of a Tenderer or Provider during the procurement or the execution of that contract.
- 3.4 In pursuit of the policy defined in Sub-clause 3.1, the Government of Eswatini requires representatives of both Procuring Entities and of Tenderers and Providers to adhere to the relevant codes of ethical conduct. The Code of Ethical Conduct for Tenderers and Providers as provided in the Tendering forms shall be signed by the Tenderer and submitted together with the other Tendering forms.
- 3.5 In pursuit of the policy defined in Sub-clause 3.1, the Government of Eswatini may debar a Tenderer from engaging in any public procurement or disposal process for a period determined by the Agency, where the provider is debarred from the procurement processes of an international agency of which Eswatini is a member.
- 3.6 Any communications between a Tenderer and the Procuring entity related to matters of alleged fraud or corruption must be made in writing and addressed to the Accounting Officer of the Procuring entity.

4. Eligible Tenderers

- 4.1 A Tenderer, and all parties constituting the Tenderer, shall meet the following criteria to be eligible to participate in public procurement:
- (a) the Tenderer has the legal capacity to enter into a contract;
 - (b) the Tenderer is not:
 - (i) insolvent;
 - (ii) in receivership;
 - (iii) bankrupt; or
 - (iv) being wound up
 - (c) the Tenderer's business activities have not been debarred;
 - (d) the Tenderer is not the subject of legal proceedings for any of the circumstances in (b); and
 - (e) the Tenderer has fulfilled his or her obligations to pay taxes and social security contributions.
- 4.2 A Tenderer may be a natural person, private entity, government-owned entity, subject to ITT Sub-Clause 4.6, or any combination of them with a formal intent to enter into an agreement or under an existing agreement in the form of a joint venture, consortium, or association. In the case of a joint venture, consortium, or association, all parties shall be

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of Attorney from each member of the JV nominating a Representative in the JV and a Power of Attorney from the JV nominating a representative who shall have the authority to conduct all business for and on behalf of any and all the parties of the JV during the Tendering process and, in the event the JV is awarded the Contract, during contract execution.

- 4.3 A Tenderer, and all parties constituting the Tenderer including sub-contractors shall have the nationality of an eligible country, in accordance with Section 5, Eligible Countries. A Tenderer shall be deemed to have the nationality of a country if the Tenderer is a citizen or is constituted, incorporated, or registered and operates in conformity with the provisions of the laws of that country. This criterion shall also apply to the determination of the nationality of proposed subcontractors for any part of the Contract including related works or Goods.
- 4.4 A Tenderer shall not have a conflict of interest. All Tenderers found to be in conflict of interest shall be disqualified. A Tenderer may be considered to have a conflict of interest with one or more parties in this Tendering process, if they:
- (a) have controlling shareholders in common; or
 - (b) receive or have received any direct or indirect subsidy from any of them; or
 - (c) have the same legal representative for purposes of this Tender; or
 - (d) have a relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the Tender of another Tenderer, or influence the decisions of the Procuring entity regarding this Tendering process; or
 - (e) submit more than one Tender in this Tendering process. However, this does not limit the participation of subcontractors in more than one Tender, or as Tenderers and subcontractors simultaneously.
- 4.5 A firm that is under a declaration of debarment by the Agency, at the date of the deadline for Tender submission or thereafter before contract signature, shall be disqualified.
- 4.6 Government-owned enterprises shall be eligible only if they can establish that they are legally and financially autonomous and operate under commercial law.
- 4.7 Tenderers shall provide such evidence of their continued eligibility satisfactory to the Procuring entity, as the Procuring entity shall reasonably request. All related Goods and staff employed under the contract shall have their origin or nationality in an eligible country.

5. Qualification of the Tenderer

- 5.1 To establish its qualifications to perform the Contract, the Tenderer shall complete and submit:
- (a) the Qualification Form provided in Section 4, Tendering Forms; and
 - (b) the information and documents stated in Section 3, Evaluation Methodology and Criteria.
- 5.2 The qualifications of the best evaluated Tenderer will be assessed as part of a post-qualification in accordance with ITT Clause 36.
- 5.3 In the event that pre-qualification of potential Tenderers has been undertaken, only Tenders from pre-qualified Tenderers will be considered for award of Contract. These

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originally submitted pre-qualification information remains essentially correct as of the date of Tender submission. The update or confirmation should be provided in the Qualification Form.

B. Tendering Document

6. Contents of Tendering Document

- 6.1 The Tender Document consists of Parts 1, 2, and 3, which include all the Sections indicated below, and should be read in conjunction with any addenda issued in accordance with ITT Clause 8.

PART 1 Tendering Procedures

- Section 1. Instructions to Tenderers
- Section 2. Tender Data Sheet
- Section 3. Evaluation Methodology and Criteria
- Section 4. Tendering Forms
- Section 5. Eligible Countries

PART 2 Statement of Requirements

- Section 6. Statement of Requirements

PART 3 Contract

- Section 7. General Conditions of Contract (GCC) for the Procurement of Non-Consultancy Services

- 6.2 The Tender Notice, Pre-qualification Notice or letter of invitation is not part of the Tendering Document.
- 6.3 Tenderers who did not obtain the Tender Document directly from the Procuring Entity will be rejected during evaluation. Where Tender Document are obtained from the Procuring Entity on a Tenderer's behalf, the Tenderer's name must be registered with the Procuring Entity at the time of sale and issue.
- 6.4 The Tenderer is expected to examine all instructions, forms, terms, and requirements in the Tendering Document. Failure to furnish all information or documentation required by the Tender Document may result in the rejection of the Tender.
- 6.5 Where an electronic copy of the Tender Document is issued, the paper or hard copy of the Tender Document is the original version. In the event of any discrepancy between the two, the hard copy shall prevail.

7. Clarification of Tendering Document

- 7.1 A prospective Tenderer requiring any clarification of the Tender Document shall contact the Procuring entity in writing at the Procuring entity's address indicated in the TDS. The Procuring entity will respond in writing to any request for clarification, provided that such request is received no later than the date indicated in the TDS. The Procuring entity shall forward copies of its response to all Tenderers who have acquired the Tender Document directly from it, including a description of the inquiry but without identifying its source. Should the Procuring entity deem it necessary to amend the Tender Document as a result of a clarification, it shall do so following the procedure under ITT Clause 8.

8. Amendment of Tendering Document

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Standard Tender Document for Non-Consultancy Services



- 8.1 At any time prior to the deadline for submission of Tenders, the Procuring entity may amend the Tender Document by issuing addenda.
- 8.2 Any addendum issued shall be part of the Tender Document and shall be communicated in writing to all who have obtained the Tender Document directly from the Procuring entity.
- 8.3 To give prospective Tenderers reasonable time in which to take an addendum into account in preparing their Tenders, the Procuring entity may, at its discretion, extend the deadline for the submission of Tenders, pursuant to ITT Clause 8.

C. Preparation of Tenders

9. Cost of Tendering

- 9.1 The Tenderer shall bear all costs associated with the preparation and submission of its Tender, including any negotiations with or visits to the Procuring entity, and the Procuring entity shall not be responsible or liable for those costs, regardless of the conduct or outcome of the Tendering process.

10. Language of Tender

- 10.1 The medium of communication shall be in writing unless otherwise specified in the TDS.
- 10.2 The Tender, as well as all correspondence and documents relating to the Tender exchanged by the Tenderer and the Procuring entity, shall be written in the language specified in the TDS.
- 10.3 Supporting documents and printed literature that are part of the Tender may be in another language provided they are accompanied by an accurate translation of the relevant passages in the language specified in ITT Sub-Clause 10.2, in which case, for purposes of interpretation of the Tender, such translation shall govern.

11. Preparation of Tenders

- 11.1 Tenderers are required to prepare and submit a single Tender containing both technical and financial information (one stage one envelope).
- 11.2 A pre-Tender meeting will be held where indicated in the TDS. Attendance at the pre-Tender meeting is optional.

12. Documents Comprising the Tender

- 12.1 The Tender shall comprise the following:
 - (a) the Tender Submission Sheet, in accordance with ITT Clause 13, 14 and 15;
 - (b) a Tender Security or a Tender Securing Declaration, in accordance with ITT Clause 19;
 - (c) written confirmation authorising the signatory of the Tender to commit the Tenderer, in accordance with ITT Sub-Clause 20.2;
 - (d) documentary evidence in accordance with ITT Clause 16 establishing the Tenderer's eligibility to Tender;
 - (e) documentary evidence in accordance with ITT Clause 5 establishing the Tenderer's qualifications to perform the contract if its Tender is accepted;
 - (f) The Code of Ethical Conduct for Tenderers in accordance with ITT Clause 3.4; and
 - (g) any other document(s) required in the TDS.

13. Tender Submission Sheet and price schedules



13.1 The Tenderer shall submit the Tender Submission Sheet using the form provided in Section 4, Tendering Forms. This form must be completed without any alterations to its format, and no substitutes shall be accepted. All blank spaces shall be filled in with the information requested, which includes:

- (a) the Procurement Reference Number of the Tender Document and the number of each addenda received;
- (b) a brief description of the Services offered;
- (c) the total Tender price;
- (d) any discounts offered and the methodology for their application;
- (e) the period of validity of the Tender ;
- (f) a commitment to submit any Performance Security required and the amount;
- (g) a declaration that the Tenderer is eligible to participate in public procurement;
- (h) a declaration of nationality of the Tenderer and of any eligibility for a margin of preference;
- (h) a commitment to adhere to the Code of Ethical Conduct for Tenderers and Providers;
- (i) a declaration that the Tenderer, including all parties comprising the Tenderer, is not participating, as a Tenderer, in more than one Tender in this Tendering process;
- (j) confirmation that the Tenderer has not been debarred by the Agency;
- (k) a declaration on commissions and gratuities; and
- (l) an authorised signature.

13.2 The Tenderer shall submit the Price Schedule for Services, using the format provided in Section 4, Tendering Forms. The Price Schedule shall include, as appropriate:

- (a) a brief description of the Services to be performed;
- (b) the unit prices where applicable;
- (c) local taxes paid or payable in Eswatini;
- (d) the total price per line item;
- (e) subtotals and totals per Price Schedule; and
- (f) an authorised signature.

14. Tender Prices and Discounts

14.1 The price to be quoted in the Tender Submission Sheet, in accordance with ITT Sub-Clause 13.1(c) shall be the total price of the Tender, excluding any discounts offered.

14.2 The Tenderer shall quote any unconditional and conditional discounts and the methodology for their application in the Tender Submission Sheet, in accordance with ITT Sub-Clause 13.1(d).

14.3 Prices quoted by the Tenderer shall be fixed during the Tenderer's performance of the Contract and not subject to variation on any account, unless otherwise specified in the TDS. A Tender submitted with an adjustable price quotation shall be treated as non-responsive and shall be rejected, pursuant to ITT Clause 31.

15. Currencies of Tender

15.1 Unless otherwise specified in the TDS, Tender prices shall be quoted in Swaziland Lilangeni.

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16. Documents Establishing the Eligibility of the Tenderer

- 16.1 To establish their eligibility in accordance with ITT Clause 4, Tenderers shall complete the eligibility declarations in the Tender Submission Sheet, included in Section 4, Tendering Forms and submit the documents required in Section 3, Evaluation Methodology and Criteria.

17. Documents Establishing the Qualifications of the Tenderer

- 17.1 To establish its qualifications to perform the Contract, the Tenderer shall submit the evidence indicated for each qualification criteria specified in Section 3, Evaluation Methodology and Criteria.
- 17.2 Tenderers with a current registration with the Agency are not required to submit:
- (a) a copy of the Tenderer's current trading licence or equivalent;
 - (b) a copy of the Tenderer's certificate of registration or equivalent.
- But should include details of their Agency registration number in the Tender submission sheet.

18. Period of Validity of Tenders

- 18.1 Tenders shall remain valid until the date specified in the TDS. A Tender valid for a shorter period shall be rejected by the Procuring entity as non-compliant.
- 18.2 The Procuring entity will make its best effort to complete the procurement process within this period.
- 18.3 In exceptional circumstances, prior to the expiration of the Tender validity period, the Procuring entity may request Tenderers to extend the period of validity of their Tenders. The request and the responses shall be made in writing. If a Tender Security or Tender Securing Declaration is requested in accordance with ITT Clause 19, it shall also be extended for a corresponding period. A Tenderer may refuse the request without forfeiting its Tender Security or being liable for debarment in case of a Tender Securing Declaration. A Tenderer granting the request shall not be required or permitted to modify its Tender.

19. Tender Security or Tender Securing Declaration

- 19.1 The Tenderer shall furnish as part of its Tender, a Tender Security or a Tender-Securing Declaration, if required, as specified in the TDS.
- 19.2 The Tender Security shall be in the amount specified in the TDS and denominated in the currency of Eswatini or a freely convertible currency, and shall:
- (a) at the Tenderer's option, be in the form of either a letter of credit, or a bank guarantee, or Bank draft or Cashier's Check from a banking institution;
 - (b) be issued by a reputable financial institution selected by the Tenderer from an eligible country. If the institution issuing the security is located outside the Eswatini, it shall have a correspondent financial institution located in Eswatini to make it enforceable;
 - (c) be substantially in accordance with one of the forms of Tender Security included in Section 4, Tendering Forms;
 - (d) be payable promptly upon written demand by the Procuring entity in case the conditions listed in ITT Clause 19.6 are invoked;

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- (e) be submitted in its original form - copies will not be accepted.
- 19.3 The Tender Security or Tender Securing Declaration shall be submitted using the forms included in Section 4, Tendering Forms and shall remain valid until the date specified in the TDS.
- 19.4 Any Tender not accompanied by a substantially responsive Tender Security or Tender Securing Declaration, if one is required in accordance with ITT Sub-Clause 21.1, shall be rejected by the Procuring entity as non-compliant.
- 19.5 The Tender Security or Tender Securing Declaration of all Tenderers shall be returned as promptly as possible once the successful Tenderer has signed the Contract and provided the required Performance Security where applicable or upon request by the unsuccessful Tenderer after publication of the notice of best evaluated Tenderer.
- 19.6 If a Tenderer withdraws its Tender during the period of Tender validity specified by the Tenderer on the Tender Submission Sheet, except as provided in ITT Sub-Clause 18.3; or If the successful Tenderer fails to:
- (a) sign the Contract in accordance with ITT Clause 39;
 - (b) furnish any Performance Security in accordance with ITT Clause 41; or
 - (c) accept the correction of its Tender price pursuant to ITT Sub-Clause 29.5.

The Tender Security may be forfeited or Tender Securing Declaration executed.

20. Format and Signing of Tender

- 20.1 The Tenderer shall prepare one original of each of the documents comprising the Tender as described in ITT Clauses 11 and 12 and clearly marked "ORIGINAL". In addition, the Tenderer shall submit copies of the Tender, in the number specified in the TDS and clearly mark each of them "COPY". In the event of any discrepancy between the original and the copies, the original shall prevail.
- 20.2 The original and all copies of the Tender shall be typed or written in indelible ink and shall be signed by a person duly authorised to sign on behalf of the Tenderer. This authorisation shall consist of a Power of Attorney which if signed in Eswatini shall be registered and if signed outside Eswatini, shall be notarized and shall be attached to the Tender. The name and position held by each person signing the authorisation must be typed or printed below the signature. All pages of the Tender, except for unamended printed literature, shall be signed or initialled by the person signing the Tender.
- 20.3 Any interlineations, erasures, or overwriting shall be valid only if they are signed or initialled by the person signing the Tender.

D Submission and Opening of Tenders

21. Sealing and Marking of Tenders

- 21.1 The Tenderer shall enclose the original and each copy of the Tender, in separate sealed envelopes, duly marking the envelopes as "ORIGINAL" and "COPY." These envelopes containing the original and the copies shall then be enclosed in one single plain envelope securely sealed in such a manner that opening and resealing cannot be achieved undetected.

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21.2 The inner and outer envelopes shall:

- (a) bear the name and address of the Tenderer;
- (b) be addressed to the Procuring entity in accordance with ITT Sub-Clause 22.1;
- (c) bear the Procurement Reference number of this Tendering process; and
- (d) bear a warning not to open before the time and date for Tender opening.

21.3 If all envelopes are not sealed and marked as required, the Procuring entity will assume no responsibility for the misplacement or premature opening of the Tender.

22. Deadline for Submission of Tenders

22.1 Tenders must be received by the Procuring entity at the address and no later than the date and time indicated in the TDS.

22.2 The Procuring entity may, at its discretion, extend the deadline for the submission of Tenders by amending the Tender Document in accordance with ITT Clause 8, in which case all rights and obligations of the Procuring entity and Tenderers previously subject to the deadline shall thereafter be subject to the deadline as extended.

23. Late Tenders

23.1 The Procuring entity shall not consider any Tender that arrives after the deadline for submission of Tenders, in accordance with ITT Clause 22. Any Tender received by the Procuring entity after the deadline for submission of Tenders shall be declared late, rejected, and returned unopened to the Tenderer.

24. Withdrawal and Replacement of Tenders

24.1 A Tenderer may withdraw or replace its Tender after it has been submitted at any time before the deadline for submission of Tenders by sending a written notice, duly signed by an authorised representative, which shall include a copy of the authorisation in accordance with ITT Sub-Clause 20.2. Any corresponding replacement of the Tender must accompany the respective written notice. All notices must be:

- (a) submitted in accordance with ITT Clauses 21 and 22 (except that withdrawals notices do not require copies), and in addition, the respective envelopes shall be clearly marked “WITHDRAWAL” or “REPLACEMENT” and
- (b) received by the Procuring entity prior to the deadline prescribed for submission of Tenders, in accordance with ITT Clause 22.

24.2 Tenders requested to be withdrawn in accordance with ITT Sub-Clause 24.1 shall be returned unopened to the Tenderer.

24.3 No Tender may be withdrawn or replaced in the interval between the deadline for submission of Tenders and the expiration of the period of Tender validity specified by the Tenderer on the Tender Submission Sheet or any extension thereof.

24.4 Tenders may only be modified by withdrawal of the original Tender and submission of a replacement Tender in accordance with ITT Sub-Clause 24.1. Modifications submitted in any other way shall not be taken into account in the evaluation of Tenders.

25. Tender Opening

25.1 The Procuring entity shall conduct the Tender opening in the presence of Tenderers' designated representatives who choose to attend, at the address, date and time specified in the TDS.

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- 25.2 First, envelopes marked “WITHDRAWAL” shall be opened and read out and the envelope with the corresponding Tender shall not be opened, but returned to the Tenderer. No Tender withdrawal shall be permitted unless the corresponding withdrawal notice contains a valid authorisation to request the withdrawal and is read out at the Tender opening.
- 25.3 All other outer envelopes including those marked “REPLACEMENT” shall be opened and the technical Tenders within them opened. Replacement Tenders shall be recorded as such on the record of the Tender opening.
- 25.4 All Tenders shall be opened one at a time, reading out: the name of the Tenderer; the presence of a Tender Security or Tender Securing Declaration, if required the total Tender price and any discounts; and any other details as the Procuring entity may consider appropriate. No Tender shall be rejected at the Tender opening except for late Tenders, in accordance with ITT Sub-Clause 23.1.
- 25.5 Only envelopes that are opened and read out at the Tender opening shall be considered further.
- 25.6 The Procuring entity shall prepare a record of the Tender opening that shall include, as a minimum: the name of the Tenderer, whether there is a withdrawal and/or replacement, the Tender price and the presence or absence of a Tender Security, where required. The Tenderers’ representatives who are present shall be requested to sign the record. The omission of a Tenderer’s signature on the record shall not invalidate the contents and effect of the record. A copy of the record shall be distributed to Tenderers upon payment of a fee and displayed on the Procuring entity’s Notice Board within one working day from the date of the Tender Opening.

E. Evaluation of Tenders

26. Confidentiality

- 26.1 A procuring entity shall not disclose to a Tenderer or to any other person who is not involved in the preparation of the solicitation documents, the evaluation process or the award decision, any information relating to-
- (a) solicitation documents, before the solicitation documents are officially issued;
 - (b) the examination, clarification, evaluation and comparison of Tenders before the best evaluated Tenderer notice is displayed on the procurement and disposal notice board of the procuring entity.
- 26.2 Any effort by a Tenderer to influence the Procuring entity in the examination, evaluation, comparison, and post-qualification of the Tenders or contract award decisions may result in the rejection of its Tender.
- 26.3 Notwithstanding ITT Sub-Clause 26.2, from the time of Tender opening to the time of Contract award, if any Tenderer wishes to contact the Procuring entity on any matter related to the Tendering process, it should do so in writing.

27. Clarification of Tenders

- 27.1 To assist in the examination, evaluation, comparison and post-qualification of the Tenders, the Procuring entity may, at its discretion, ask any Tenderer for a clarification of its Tender. Any clarification submitted by a Tenderer that is not in response to a request by the Procuring entity shall not be considered. The Procuring entity’s request for clarification and the response shall be in writing. The request for clarification shall be copied to all Tenderers for information purposes. No change in the price or substance of the Tender shall be sought, offered, or permitted, except to confirm the correction of

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arithmetic errors discovered by the Procuring entity in the evaluation of the financial Tenders, in accordance with ITT Clause 29.4.

28. Compliance and Responsiveness of Tenders

- 28.1 The Procuring entity's determination of a Tender's compliance and responsiveness is to be based on the contents of the Tender itself.
- 28.2 A substantially compliant and responsive Tender is one that conforms to all the terms, conditions, and requirements of the Tender Document without material deviation, reservation, or omission. A material deviation, reservation, or omission is one that:
- (a) affects in a substantial way, the scope or quality of the Goods or services or the performance of the works to be procured;
 - (b) is inconsistent with the Tender Document and which may in a substantial way, limit the rights of the procuring entity or the obligations of the Tenderer under the contract;
 - (c) if corrected would unfairly affect the competitive position of the other Tenderers whose Tenders are administratively compliant and responsive; or
 - (d) impacts the key factors of a procurement including cost, risk, time and quality and causes -
 - (i) unacceptable time schedules, where it is stated in the Tender Document that time is of the essence;
 - (ii) unacceptable alternative technical details, such as design, materials, workmanship, specifications, standards or methodologies; or
 - (iii) unacceptable counter-Tenders with respect to key contract terms and conditions, such as payment terms, price adjustment, liquidated damages, sub-contracting or warranty.
- 28.3 If a Tender is not substantially compliant and responsive to the Tendering Document, it shall be rejected by the Procuring entity and may not subsequently be made compliant and responsive by the Tenderer by correction of the material deviation, reservation, or omission.

29. Nonconformities, Errors, and Omissions

- 29.1 Provided that a Tender is substantially compliant and responsive, the Procuring entity may waive any non-conformity or omission in the Tender that does not constitute a material deviation.
- 29.2 Provided that a Tender is substantially compliant and responsive, the Procuring entity may request that the Tenderer submit the necessary information or documentation, within a reasonable period of time, to rectify nonmaterial nonconformities or omissions in the Tender related to documentation requirements. Such omission shall not be related to any aspect of the price of the Tender. Failure of the Tenderer to comply with the request may result in the rejection of its Tender.
- 29.3 Provided that a Tender is substantially compliant and responsive, the Procuring entity shall rectify nonmaterial nonconformities or omissions. To this effect, the Tender price shall be adjusted, for comparison purposes only, to reflect the price of the missing or non-conforming item or component.
- 29.4 Provided that the Tender is substantially compliant and responsive, the Procuring entity shall correct arithmetic errors on the following basis:
- (a) if there is a discrepancy between the unit price and the total price that is obtained by

multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected unless in the opinion of the Procuring entity there is an obvious

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misplacement of the decimal point in the unit price, in which case the total price as quoted shall govern and the unit price shall be corrected;

- (b) if there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; and
- (c) if there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject to (a) and (b) above.

29.5 If the Tenderer that submitted the best evaluated Tender does not accept the correction of errors, its Tender shall be rejected and its Tender Security may be forfeited or Tender Securing Declaration executed.

30. Preliminary Examination of Tenders – Eligibility and Administrative Compliance

30.1 The Procuring entity shall examine the legal documentation and other information submitted by Tenderers to verify the eligibility of Tenderers in accordance with ITT Clause 4.

30.2 If after the examination of eligibility, the Procuring entity determines that the Tenderer is not eligible, it shall reject the Tender.

30.3 The Procuring entity shall examine the Tenders to confirm that all documents and technical documentation requested in ITT Clause 12 have been provided, and to determine the completeness of each document submitted.

30.4 The Procuring entity shall confirm that the following documents and information have been provided in the Tender. If any of these documents or information is missing, the offer shall be rejected.

- (a) the Tender Submission Sheet, including:
 - (i) a brief description of the Services offered;
 - (ii) the price of the Tender; and
 - (iii) the validity date of the Tender;
- (b) the Price Schedule;
- (c) written confirmation of authorisation to commit the Tenderer;
- (d) a Tender Security or Tender Securing Declaration, if applicable; and
- (e) samples as may be required

31. Detailed Commercial and Technical Evaluation

31.1 The Procuring entity shall examine the Tender to confirm that all terms, conditions and requirements of the Tender Document have been accepted by the Tenderer without any material deviation or reservation.

31.2 If, after the examination of the terms, conditions and requirements, the Procuring entity determines that the Tender is not substantially responsive in accordance with ITT Clause 28, it shall reject the Tender.

32. Conversion to Single Currency

32.1 For evaluation and comparison purposes, the Procuring entity shall convert all Tender prices expressed in amounts in various currencies into a single currency, using the selling exchange rate established by the source and on the date specified in the TDS.

33. Margin of Preference

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- 33.1 Unless otherwise specified in the TDS, a margin of preference shall apply. Where a Margin of Preference applies, its application and detail shall be specified in Section 3, Evaluation Methodology and Criteria.
- 33.2 For the purpose of granting a margin of domestic preference, Tenders will be classified in two groups, as follows:
- (a) Group A: Swati Company participating alone in the tender *[In accordance with Regulation 12(2) of the Procurement Regulations, 2020]*
 - (b) Group B: Foreign Company sub-contracting or partnering with Swati company *[In accordance with Regulation 12(5) of the Procurement Regulations, 2020]*

34. Financial Comparison of Tenders

- 34.1 The Procuring entity shall financially evaluate each Tender that has been determined, up to this stage of the evaluation, to be substantially compliant and responsive.
- 34.2 To financially evaluate a Tender, the Procuring entity shall only use the criteria and methodologies defined in this Clause and in Section 3, Evaluation Methodology and Criteria. No other criteria or methodology shall be permitted.
- 34.3 To financially compare Tenders, the Procuring entity shall:
- (a) determine the Tender price, taking into account the costs listed in Section 3, Evaluation Methodology and Criteria;
 - (b) correct any arithmetic errors in accordance with ITT Sub-Clause 29.4;
 - (c) apply any unconditional discounts offered in accordance with ITT Sub-Clause 13.1(d);
 - (d) make adjustments for any nonmaterial nonconformities and omissions in accordance with ITT Sub-Clause 29.3;
 - (e) convert all Tenders to a single currency in accordance with ITT Clause 32;
 - (f) apply any margin of preference in accordance with ITT Clause 33; and
 - (g) determine the total evaluated price of each Tender.

35. Determination of Best Evaluated Tender(s)

- 35.1 The Procuring entity shall compare all substantially compliant and responsive Tenders to determine the best evaluated Tender or Tenders, in accordance with Section 3, Evaluation Methodology and Criteria.

36. Post-qualification of the Tenderer

- 36.1 The Procuring entity shall determine to its satisfaction whether the Tenderer that is selected as having submitted the best evaluated Tender is qualified to perform the Contract satisfactorily.
- 36.2 The determination shall be based upon an examination of the documentary evidence of the Tenderer's qualifications submitted by the Tenderer, pursuant to ITT Clause 5, to clarifications in accordance with ITT Clause 27 and the qualification criteria indicated in Section 3, Evaluation Methodology and Criteria. Factors not included in Section 3 shall not be used in the evaluation of the Tenderer's qualifications.
- 36.3 An affirmative determination shall be a prerequisite for award of the Contract to the Tenderer. A negative determination shall result in disqualification of the Tender, in which

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event the Procuring entity shall proceed to the next best evaluated Tender to make a similar determination of that Tenderer's capabilities to perform satisfactorily.

- 36.4 If pre-qualification has been conducted, no post-qualification will be conducted but pre-qualification information shall be verified.

F. Award of Contract

37. Award Procedure

- 37.1 The Procuring Entity shall issue a Notice of Best Evaluated Tenderer within five (5) days after the decision of the contracts committee to award a contract, place such a Notice on its notice board for a prescribed period, copy the Notice to all Tenderers and to the Agency for publication on its website.
- 37.2 No contract shall be signed for a period of at least ten (10) working days after the date of display of the Best Evaluated Tenderer.
- 37.3 The Procuring entity shall award the Contract to the Tenderer whose offer has been determined to be the best evaluated Tender, provided that the Tenderer is determined to be qualified to perform the Contract satisfactorily and subject to satisfactory negotiations.
- 37.4 Negotiations will only be held in exceptional circumstances as provided for under the Public Procurement Act.

38. The Procuring entity's Right to Accept or Reject Any or All Tenders

- 38.1 The Procuring entity reserves the right to accept or reject any Tender, and to annul the Tendering process and reject all Tenders at any time prior to contract signature and issue by the Procuring entity, without thereby incurring any liability to Tenderers.

39. Signing and Effectiveness of Contract

- 39.1 On expiry of the ten (10) working day period after the display of the Best Evaluated Tenderer, and upon approval of the Attorney General where applicable, the Procuring entity shall sign a contract with the successful Tenderer.
- 39.2 Failure by the successful Tenderer to sign the contract shall constitute sufficient ground for annulment of the contract award.
- 39.3 Effectiveness of the contract shall be subject to submission of a satisfactory Performance Security where applicable and any other conditions specified in the Contract.

40. Debriefing

- 40.1 Where a Tenderer information on the reasons for the success or failure of their Tender, the Procuring entity shall promptly give the Tenderer a written debrief after the signing of the contract.

41. Performance Security

- 41.1 Within twenty-one (21) days of signing of the contract, the successful Tenderer shall where applicable, furnish to the Procuring entity a Performance Security in the amount stipulated in the SCC and in the form of on demand Bank Guarantee as stipulated in Section 9, denominated in the type and proportions of currencies of the Contract. The performance security shall be issued by a Bank located in Eswatini or a foreign Bank through correspondence with a Bank located in Eswatini. On demand insurance bonds

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with proof of re-insurance, in the format included in Section 9 (contract forms) can be accepted.

- 41.2 Failure of the successful Tenderer to submit the above-mentioned Performance Security shall constitute sufficient ground for annulment of the contract award. In this case, or where the successful Tenderer fails to sign the contract in accordance with ITT Clause 39.2, the successful Tenderer's Tender Security may be forfeited or the Tenderer may be debarred by the Agency from participating in Government of Eswatini public procurement and disposal processes under the terms of its Tender Securing Declaration. In that event, the Procuring entity may award the Contract to the next best evaluated Tenderer.

42. Advance Payment and Security

- 42.1 If so stated in the TDS, the Employer will provide an Advance Payment on the Contract Price, subject to a maximum amount, as stated in the TDS. This Payment shall be in the same currencies and proportions as the Contract Payment and shall be made in accordance with the GCC. The performance security shall be issued by a Bank located in Eswatini or a foreign Bank through correspondence with a Bank located in Eswatini. On demand insurance bonds with proof of re-insurance, in the format included in Section 9 (contract forms) can be accepted.

43. Procurement Related Complaints and Administrative Review

- 43.1 The procedures for making a Procurement-related Complaint are as **specified in the TDS**

44. Abnormal Low and Abnormally High Prices

44.1 Abnormally Low Prices

- 44.1.1 An Abnormally Low Price is one where the financial price, in combination with other constituent elements of the Tender, appears unreasonably low to the extent that the price raises material concerns with the Procuring Entity as to the capability of the Tenderer to perform the Contract for the offered price
- 44.1.2 In the event of identification of a potentially Abnormally Low Price by the evaluation committee, the Procuring Entity shall seek written clarification from the firm, including a detailed price analyses of its price in relation to the subject matter of the contract, scope, delivery schedule, allocation of risks and responsibilities and any other requirements of the Tendering document.
- 44.1.3 After evaluation of the price analyses, if the Procuring Entity determines that the firm has failed to demonstrate its capability to perform the contract for the offered price, the Procuring Entity shall reject the firm's Tender.

44.2 Abnormally High Prices

- 44.2.1 An abnormally high price is one where the proposal price, in combination with other constituent elements of the Tender, appears unreasonably too high to the extent that the Procuring Entity is concerned that it (the Procuring Entity) may not be getting value for money or it may be paying too high a price for the contract compared with market prices or that genuine competition between the Tenderers is compromised.

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44.2.2 In case of an abnormally high tender price, the Procuring Entity shall make a survey of the market prices, check if the estimated cost of the contract is correct, and review the Tender Document to check if the specifications, scope of work and conditions of contract are contributory to the abnormally high proposals. The Procuring Entity may also seek written clarification from the Tenderer on the reason or the high Tender price. The Procuring Entity shall proceed as follows:

- i) If the Tender price is abnormally high based on wrong estimated cost of the contract, the Procuring Entity may accept or not accept the proposal depending on the Procuring Entity's budget considerations.
- ii) If specifications, scope of work and/or conditions of contract are contributory to the abnormally high proposal prices, the Procuring Entity shall reject all Tenders and may re-invite for Tenders for the contract based on revised estimates, specifications, scope of work and conditions of contract.

44.2.3 If the Procuring Entity determines that the Tender Price is abnormally too high because genuine competition between Tenderers is compromised (often due to collusion, corruption or other manipulations), the Procuring Entity shall reject all Tenders and shall institute or cause competent Government Agencies to institute an investigation on the cause of the compromise, before re-inviting for proposals.

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Section 2. Tender Data Sheet

Instructions to Tenderers Reference	Data relevant to the ITT
A. General	
ITT 1.1	The Procuring entity is: Eswatini Revenue Service
ITT 1.1	Commencement: The assignment is expected to commence on: TBD
ITT 1.2	Subject: The subject of the procurement is: the Installation of a PV Solar Renewable Energy System at Lavumisa Border Post
ITT 1.2	Reference: The Procurement Reference Number is: ERS2025/008
B. Tendering Document	
ITT 7.1	<p>Clarification: For clarification purposes only, the Procuring entity's address is:</p> <p>Attention: Procurement Manager</p> <p>Street Address: Portion 419 of Farm 50, Along MR103</p> <p>Floor/Room number: 3rd Floor</p> <p>Town/City: Ezulwini</p> <p>PO Box No: 5628 Mbabane</p> <p>Country: Eswatini</p> <p>Facsimile number:</p> <p>Email: nbmatse@ers.org.sz / procurement@ers.org.sz</p> <p>The Procuring entity will respond to any request for clarification provided that such request is received no later than 7 days prior to the deadline</p>
C. Preparation of Tenders	
ITT 10.1	Medium: The medium of communication shall be in writing.
ITT 10.2	Language: The language for the Tender is English
ITT 11.2	<p>Pre-Tender meeting: A Pre-Tender meeting <i>shall</i> be held.</p> <p>Date: 20 May 2025 Time: 12:00noon</p> <p>Address for Pre-Tender meeting: Lavumisa Boarder Post</p> <p>Street Address: Ezulwini</p> <p>Floor/Room number: Lavumisa Boarder</p> <p>Town/City: Lavumisa</p> <p>Country: Eswatini</p>
ITT 12.1(f)	Additional Tender information: Additional information required in the Tender includes: n/a
ITT 14.3	Prices: The prices quoted by the Tenderer shall be: in Emalangeni

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Part 1: Section 2. Tender Data Sheet

Instructions to Tenderers Reference	Data relevant to the ITT
ITT 15.1	Currency: The currency of the Tender shall be: Emalangeni
ITT 18.1	Validity Period: Tenders shall be valid for 90 days after submission deadline
ITT 19.1	A Tender Securing Declaration <i>shall not</i> be required. A Tender Security <i>shall</i> not be required
ITT 20.1	Electronic tender documents may also be submitted by email to tenders@ers.org.sz in a zip folder and attachment should be in pdf format. Tenderers are required to encrypt their proposals with passwords. Passwords should be provided within 30 minutes after the deadline for submission. Tenderers who fail to provide their respective password or other means to access the document within 30 minutes after the tender opening may be deemed not to have submitted their tender.
D. Submission and Opening of Tenders	
ITT 22.1	Tender Submission: For Tender submission purposes only, the Procuring entity's address is : Attention: Procurement Street Address: Portion 419 of Farm 50, Along MR103 Floor/Room number: Reception Town/City: Ezulwini Country: Eswatini The deadline for Tender submission is: 20 th June 2025 Date: 20 th June 2025 Time (local time): 12:00 Noon <i>Electronic tender documents may also be submitted by email to tenders@ers.org.sz in a zip folder and attachment should be in pdf format.</i> <i>Tenderers are required to encrypt their proposals with passwords. Passwords should be provided within 30 minutes after the deadline for submission. Tenderers who fail to provide their respective password or other means to access the document within 30 minutes after the tender opening may be deemed not to have submitted their tender.</i>
ITT 25.1	Tender Opening: The Tender opening shall take place at the above address Date: 20 th June 2025 Time (local time) 12:05pm <i>A meeting link will be forwarded to submitted tenderers</i>
E. Evaluation of Tenders	

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Part 1: Section 2. Tender Data Sheet

Instructions to Tenderers Reference	Data relevant to the ITT
ITT 32.1	<p>Conversion to Single Currency: The currency that shall be used for financial comparison purposes to convert all Tender prices expressed in various currencies into a single currency is:</p> <p>The source of exchange rate shall be: Central Bank of Eswatini.</p> <p>The date for the exchange rate shall be: n/a</p>
ITT 33.1	A margin of preference <i>shall</i> apply.
ITT 33.3	(a) The margin of preference for firms in Group A shall be: 10%
F. Award of Contract	
ITT 42.1	The Advance Payment shall be limited to 0 percent of the Contract Price.
ITT 43.1	<p>The procedures for making a Procurement-related Complaint are detailed in the ESPPRA website https://esppra.co.sz</p> <p>If a Tenderer wishes to make a Procurement-related Complaint, the Tenderer shall submit its complaint following these procedures, in writing (by the quickest means available, that is by email), to:</p> <p>Title/position: <i>[insert title/position]</i></p> <p>Procuring Entity: <i>[insert name of Procuring Entity]</i></p> <p>Email address: <i>[insert email address]</i></p> <p>In summary, a Procurement-related Complaint may challenge any of the following:</p> <ol style="list-style-type: none"> 1. the terms of the Tendering Documents; and 2. the Procuring Entity's decision to award the contract.

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Section 3. Evaluation Methodology and Criteria

Procurement Reference Number:

A Evaluation Methodology

1. Methodology Used

- 1.1 The evaluation methodology to be used for the evaluation of Tenders received shall be the Technical Compliance Selection (TCS) methodology.

2. Summary of Methodology

- 2.1 The Technical Compliance Selection methodology recommends the lowest priced Tender, which is eligible, compliant and substantially responsive to the technical and commercial requirements of the Tendering Document, provided that the Tenderer is determined to be qualified to perform the contract satisfactorily.
- 2.2 The evaluation shall be conducted in three sequential stages –
- (a) a preliminary examination to determine the eligibility of Tenderers and the administrative compliance of Tenders received;
 - (b) a Technical evaluation to determine the commercial and technical responsiveness of the eligible and compliant Tenders; and
 - (c) a financial comparison to compare costs of the eligible, compliant, responsive Tenders received and determine the best evaluated Tender.
- 2.3 Failure of a Tender at any stage of the evaluation shall prevent further consideration at the next stage of evaluation. Substantial responsiveness shall be considered a pass.

B Preliminary Examination Criteria

3. Eligibility Criteria

- 3.1 The eligibility requirements shall be determined for eligible Tenderers in accordance with ITT Clause 4.
- 3.2 The documentation required to provide evidence of eligibility shall be: -

	Eligibility Requirement	Documentary Evidence to be Provided by the Tenderer
(a)	The Tenderer has legal capacity to enter into the contract	(i) Certificate of Incorporation or Registration (ii) Trading License for the current year (iii) Company registration documents
(b)	The Tenderer is not insolvent, in receivership, bankrupt or being wound up, its affairs are not being administered by a court or	A written declaration signed by the authorised representative of the Tenderer.

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	a judicial officer, its business activities have not been suspended, and it is not the subject of legal proceedings for any of the foregoing	Bank Confirmation Letter Or Any other evidence
(c)	The Tenderer has fulfilled its obligations to pay taxes	Tax Compliance Certificate issued by Tax Regulator
(d)	The Tenderer has fulfilled its obligations to social security contributions	Labour Compliance Certificate <i>[for Swati firms]</i> Social Security Compliance Certificate or equivalent <i>[for foreign firms]</i>
(e)	The Tenderer adheres to basic labour legislation	Eswatini National Provident Fund Compliance Certificate <i>[for Swati firms only]</i>
(f)	The Tenderer does not have a conflict of interest in relation to the procurement requirement	A written declaration signed by the authorised representative of the Tenderer
(g)	The Tenderer, or 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	A written declaration signed by the authorised representative of the Tenderer. Police clearance for directors (<i>Swati firms</i>) A Certificate or Letter of Good Conduct Issued by a Competent Authority in the Tenderer's Country <i>[for foreign firms]</i>
(f)	The Tenderer is not subject to suspension in accordance with section 55 [of the Public Procurement Act, 2011] ¹ , and none of its directors or officers have been involved in a tenderer or supplier currently subject to suspension	A written declaration signed by the authorised representative of the Tenderer

4. Administrative Compliance Criteria

- 4.1 The evaluation of Administrative Compliance shall be conducted in accordance with ITT Sub-Clauses 30.3 and 30.4.

C Technical evaluation Criteria

5. Commercial Criteria

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5.1 The commercial responsiveness of Tenders shall be evaluated in accordance with ITT Clause 31. The criteria shall be:

- (a) acceptance of the conditions of the proposed contract;
- (b) acceptable mobilisation period.
- (c) Acceptable workplan and schedule

6. Technical Criteria

6.1 Technical responsiveness shall be evaluated in accordance with ITT Clause 31.

6.2 The Terms of Reference detail the minimum technical requirements.

Responsiveness is determined by comparison of the specification offered to the specification required in Section 6 and the evaluation is conducted on a pass/fail basis. Substantial responsiveness shall be considered a pass.

		P/F
Solar Modules	Tier-1 monocrystalline/polycrystalline panels Minimum 25-year performance warranty IEC 61215 / IEC 61730 certified Performance warranty: 25 years (80% output)	
Inverters:	Grid-tied or hybrid (as applicable) Minimum 5-year warranty Compliance with grid code standards	
Mounting Structures:	Corrosion- resistant (Galvanized steel or aluminium) Designed to withstand site-specific Wind /snow loads	
Wiring and Protection:	DC and AC cabling with UV resistance Surge protection devices, breakers, and fuses as per IEC standards	
Monitoring System:	Real-time online monitoring with fault alerts and performance tracking Daily/weekly/monthly performance analytics	
Battery Storage (if applicable):	Lithium-ion or advanced lead acid Depth of discharge >= 80% Battery management system (BMS) integrated	

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Documentation	As-built drawings Operation and maintenance manuals Warrantees Certificates Commissioning and test reports	

Bidders are required to submit detailed technical proposals that demonstrate their capability to undertake the design, supply, installation, and commissioning of a \geq 154kWp PV Solar Power System. The evaluation of technical proposals shall be based on the criteria outlined below.

Only bidders who score at least 70 out of 100 points on the technical evaluation will proceed to the financial evaluation stage.

CRITERIA	DESCRIPTION	MAX POINTS
Compliance with Technical Requirements	Evaluation of how well the proposed solution meets or exceeds the technical specifications outlined in the bidding documents. <ul style="list-style-type: none"> Compliance with PV system design parameters (PV modules, inverters, support structures, cabling) – 15 pts Compliance with relevant international and national standards (IEC, ISO, IEEE, local energy codes) – 5 pts Quality, performance, and lifespan of proposed equipment – 10 pts 	30
Experience and Past Performance of the Bidder	Experience with similar projects and proven record <ul style="list-style-type: none"> Number of similar solar PV projects (>100kWp) successfully completed in the past 5 years – 10 pts Evidence of performance certificates, client references, or contract completion certificates – 5 pts Experience working with public sector funded projects – 5 pts 	20

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Methodology and Work Plan	<p>Assessment of the approach and understanding of the project scope.</p> <ul style="list-style-type: none"> Detailed and realistic implementation schedule (Gantt chart, milestones) – 5 pts Site-specific considerations, system integration plan, and logistics – 5 pts Risk identification and mitigation measures – 5 pts 	10
Personnel Qualifications and Experience	<p>Skills and experience of proposed team</p> <ul style="list-style-type: none"> Key technical personnel qualifications and certifications – 4 pts Relevant experience of proposed team in solar system design and installation – 4 pts Clarity of roles and responsibilities – 2 pts 	10
Warranty, Operations & Maintenance (O&M) Plan, and Local Support	<p>Operations and maintenance strategy post commissioning</p> <ul style="list-style-type: none"> Warranty periods (modules ≥ 25 years, inverters ≥ 5 years) – 5 pts Availability of after-sales support and maintenance services – 3 pts Presence of local office/partner for service delivery – 2 pts 	10
Testing and Commissioning plan	<p>Procedures for system testing and performance verification</p> <ul style="list-style-type: none"> Detailed testing plan – 3 pts Compliance with national standards – 2 pts 	5
Health, Safety, and Environmental (HSE) Measures	<p>Adherence to HSE requirements and legal obligations</p> <ul style="list-style-type: none"> Compliance with national environmental and safety regulations – 5 pts 	5
Value Addition and Innovation	<p>Additional benefits offered</p> <ul style="list-style-type: none"> Use of smart monitoring, energy management, or hybrid system options – 2 pts 	5

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Part 1: Section 4 Tendering Forms

	<ul style="list-style-type: none">Proposals for knowledge transfer, capacity building, or training – 3 pts	
Local Firm Preference Margin	Local Firm Preference Margin	5
		100

D Financial Comparison Criteria

6. Costs to be included in Tender Price

6.1 The financial comparison shall be conducted in accordance with ITT Clause 34. The costs to be included in the Tender price Tender are:

- (a) the unit and total rates in the Price Schedule;
- (b) taxes, duties and levies;

7. Margin of Preference

7.1 If the TDS specifies a margin of preference is applicable, for the purpose of Tender comparison, the following procedures will apply:

(a) The Procuring entity will first review the Tenders to confirm the appropriateness of the classification, and to identify the Tender group classification of each based upon Tenderers' declaration of origin.

(b) All evaluated Tenders in each group will then be compared to determine the lowest evaluated Tender of each group. The Tender prices for Tenderers in Group A and Group B will be reduced by the respective percentages of preference as specified in the Tender Data Sheet. *[For Example: (Tender Price of Tenderer Z) - (Tender Price of Tenderer Z x percentage specified in the Tender Data Sheet ITT 35.2)].* After application of the preferences, all the Tenders shall be compared, with the lowest-evaluated Tender determined from this comparison selected for the award.

8. Determination of Best Evaluated Tender or Tenders

8.1 The Tender with the lowest evaluated price, from among those which are eligible, compliant and substantially responsive shall be the best evaluated Tender.

Section 4. Tendering Forms

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[This Tender Submission Sheet should be on the letterhead of the Tenderer and should be signed by a person with the proper authority to sign documents that are binding on the Tenderer. It should be included by the Tenderer in its Tender]

1. Tender Submission Sheet

Date: *[insert date (as day, month and year) of Tender submission]*

Procurement Reference No: *[insert Procurement Reference number]*

To: *[insert complete name of Procuring entity]*

We, the undersigned, declare that:

- (a) We have examined and have no reservations to the Tendering Document, including Addenda No.: *[insert the number and issuing date of each Addenda]*;
- (b) We offer to provide the services in conformity with the Tender Document for the *[insert a brief description of the Services]*;
- (c) The total price of our Tender is: *[insert the total Tender price in words and figures, indicating the amounts and currency]*; This amount is exclusive of local taxes which we have estimated at *[insert amount in words and figures]*;
- (d) Our Tender shall be valid until the date specified in ITT Sub-Clause 18.1 and it shall remain binding upon us and may be accepted at any time before that date;
- (e) If our Tender is accepted, we commit to obtain a Performance Security in accordance with the Tender Document where required in the amount of *[insert amount and currency in words and figures of the performance security]* for the due performance of the Contract;
- (f) We, including any subcontractors or providers for any part of the contract resulting from this procurement process, are eligible to participate in public procurement in accordance with ITT Clause 4.1;
- (g) We, including any associates or Joint Venture partners for any part of the contract, have nationals from the following eligible countries; *[Insert details]*
- (h) We are eligible for a Margin of Preference in accordance with ITT Clause 33;
[or]
We are not eligible for a Margin of Preference in accordance with ITT Clause 33;
- (i) We have signed and undertake to abide by the Code of Ethical Conduct for Tenderers and Providers attached during the procurement process and the execution of any resulting contract;
- (j) The following commissions, gratuities, or fees have been paid or are to be paid with respect to the Tendering process or execution of the Contract: *[insert complete name of each Recipient, its full address, the reason for which each commission or gratuity was paid and the amount and currency of each such commission or gratuity]*;

Name and address of Recipient	Purpose/Reason	Currency and Amount

[If none has been paid or is to be paid, indicate "none"]

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- (k) We are not participating, as Tenderers, in more than one Tender in this Tendering process;
- (l) We, including any subcontractors, do not have any conflict of interest as detailed in ITT Clause 4.4;
- (m) We, our affiliates or subsidiaries—including any subcontractors or Providers for any part of the contract—have not been debarred by ESPPRA from participating in public procurement;
- (n) Our Tender is binding upon us, subject to modifications agreed during any contract negotiations;
- (o) We understand that you are not bound to accept the lowest evaluated Tender or any other Tender that you may receive;

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

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

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

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

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

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CODE OF ETHICAL CONDUCT IN BUSINESS FOR TENDERERS

1. Ethical Principles

Tenderers and providers shall at all times-

- (a) maintain integrity and independence in their professional judgement and conduct;
- (b) comply with both the letter and the spirit of-
 - i. the laws of Eswatini; and
 - ii. any contract awarded.
- (c) avoid associations with businesses and organisations which are in conflict with this code.

2. Standards

Tenderers and providers shall-

- (a) strive to provide works, services and Goods of high quality and accept full responsibility for all works, services or Goods provided;
- (b) comply with the professional standards of their industry or of any professional body of which they are members.

3. Conflict of Interest

Tenderers and providers shall not accept contracts which would constitute a conflict of interest with, any prior or current contract with any procuring entity. Tenderers and providers shall disclose to all concerned parties those conflicts of interest that cannot reasonably be avoided or escaped.

4. Confidentiality and Accuracy of Information

- (1) Information given by Tenderers and providers in the course of procurement processes or the performance of contracts shall be true, fair and not designed to mislead.
- (2) Providers shall respect the confidentiality of information received in the course of performance of a contract and shall not use such information for personal gain.

5. Gifts and Hospitality

Tenderers and providers shall not offer gifts or hospitality directly or indirectly, to staff of a procuring entity that might be viewed by others as having an influence on a government procurement decision.

6. Inducements

- (1) Tenderers and providers shall not offer or give anything of value to influence the action of a public official in the procurement process or in contract execution.
- (2) Tenderers and providers shall not ask a public official to do anything which is inconsistent with the Act, Regulations, Guidelines or the Code of Ethical Conduct in Business.

7. Fraudulent Practices

Tenderers and providers shall not-

- (a) collude with other businesses and organisations with the intention of depriving a procuring entity of the benefits of free and open competition;
- (b) enter into business arrangements that might prevent the effective operation of fair competition;
- (c) engage in deceptive financial practices, such as bribery, double billing or other improper financial practices;
- (d) misrepresent facts in order to influence a procurement process or the execution of a contract to the detriment of the Procuring Entity; or utter false documents;
- (e) unlawfully obtain information relating to a procurement process in order to influence the process or execution of a contract to the detriment of the PE;

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Part 1: Section 4 Code Of Ethical Conduct

- (f) withholding information from the PE during contract execution to the detriment of the PE.

I agree to comply with the above code of ethical conduct in business.

AUTHORISED SIGNATORY

NAME OF TENDERER

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Part 1: Section 4 Tender Security

[This Tender Security should be on the letterhead of the issuing Financial Institution and should be signed by a person with the proper authority to sign the Tender Security. It should be included by the Tenderer in its Tender].

2. Tender Security

Date: [insert date (as day, month and year) of Tender submission]
Procurement Reference No.: [insert Procurement Reference Number]

To: [insert complete name of Procuring entity]

Whereas [insert complete name of Tenderer] (hereinafter “the Tenderer”) has submitted its Tender dated [insert date (as day, month and year)] for Procurement Reference number [insert Procurement Reference number] for the supply of [insert brief description of the Services], hereinafter called “the Tender.”

KNOW ALL PEOPLE by these presents that WE [insert complete name of institution issuing the Tender Security], of [insert city of domicile and country of nationality] having our registered office at [insert full address of the issuing institution] (hereinafter “the Guarantor”), are bound unto [insert complete name of the Procuring entity] (hereinafter “the Procuring entity”) in the sum of [specify in words the amount and currency of the Tender security] [specify the amount and currency in figures], for which payment well and truly to be made to the aforementioned Procuring entity, the Guarantor binds itself, its successors or assignees by these presents. Sealed with the Common Seal of this Guarantor this [insert day in numbers] day of [insert month], [insert year].

THE CONDITIONS of this obligation are the following:

1. If the Tenderer withdraws its Tender during the period of Tender validity specified by the Tenderer in the Tender Submission Sheet, except as provided in ITT Sub-Clause 18.3; or
2. If the Tenderer, having been notified of the acceptance of its Tender by the Procuring entity, during the period of Tender validity, fails or refuses to:
 - (a) sign the Contract in accordance with ITT Clause 39; or
 - (b) furnish the Performance Security, in accordance with the ITT Clause 41; or
 - (c) accept the correction of its Tender by the Procuring Entity, pursuant to ITT Clause 29;

we undertake to pay the Procuring entity up to the above amount upon receipt of its first written demand, without the Procuring entity having to substantiate its demand, provided that in its demand the Procuring entity states that the amount claimed by it is due to it, owing to the occurrence of one or more of the above conditions, specifying the occurred conditions.

This security shall remain in force up to and including [insert date in accordance with ITT Clause 19.3], and any demand in respect thereof should be received by the Guarantor no later than the above date. This guarantee is subject to the Uniform Rules for Demand Guarantees, ICC Publication No. 758.

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

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

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

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

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Standard Tender Document for Non-Consultancy Services



Part 1: Section 4 Tender Security

[Use Tenderer's Letterhead]
[Name of Tenderer]
[Physical Address of Tenderer]

3. Tender-Securing Declaration

Date: *[insert date (as day, month and year)]*
Procurement Reference. No.: *[insert Procurement Reference Number]*

To: *[insert complete name of Procuring entity]*

We, the undersigned, declare that:

1. We understand that, according to your conditions, Tenders must be supported by a Tender-Securing Declaration.
2. We accept that we may be debarred for three years by the Agency from being eligible for Tendering in any contract with the Government of Eswatini, if we are in breach of our obligation(s) under the Tender conditions, because we:
 - (a) have withdrawn our Tender during the period of Tender validity specified by us in the Tender Submission Sheet or
 - (b) having been notified of the acceptance of our Tender by the Procuring entity during the period of Tender validity (i) fail or refuse to execute the Contract if required or (ii) fail or refuse to furnish the Performance Security in accordance with ITT Clause 41; or (iii) fail or refuse to accept the correction of our Tender by the Procuring entity, pursuant to ITT Clause 29;
3. We understand this Tender Securing Declaration shall remain valid and including *[insert date in accordance with ITT Clause 19.3]*

Signed: *[insert signature of person whose name and capacity are shown]* In the capacity of *[insert legal capacity of person signing the Tender Securing Declaration]*

Name: *[insert complete name of person signing the Tender Securing Declaration]*

Duly authorized to sign the Tender securing declaration for and on behalf of: *[insert complete name of Tenderer]*

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

Corporate Seal (where appropriate)

[Note: In case of a Joint Venture, the Tender Securing Declaration must be in the name of all partners to the Joint Venture that submits the Tender.]

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Standard Tender Document for Non-Consultancy Services



Part 1: Section 4 Price Schedule

[This Price Schedule should be signed by a person with the proper authority to sign documents for the Tenderer. It should be included by the Tenderer in its Tender. The Tenderer may reproduce this in landscape format but is responsible for its accurate reproduction].

Price Schedule

Item	Description	Amount
1	Total system installation	
2	Add 5% Contingencies	
3	Sub Total 1	
4	Add 15% VAT	
5	Sub Total 2	
6	Total Tender Sum	

Signed: *[signature of person whose name and capacity are shown below]*
Name: *[insert complete name of person signing the Tender]*

In the capacity of *[insert legal capacity of person signing the Tender]*
Duly authorised to
sign the Tender for
and on behalf of: *[insert complete name of Tenderer]*

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

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Standard Tender Document for Non-Consultancy Services



Part 1: Section 4 Qualification Form

[This Qualification Form should be submitted for the Tenderer. The form should be on the letterhead of the Tenderer and should be signed by a person with the proper authority to sign. It should be included by the Tenderer in its Tender, if so stated in Section 3.

The information will be used for purposes of post-qualification or for verification of pre-qualification. This information will not be incorporated in the Contract. Attach additional pages as necessary.

Refer to Section 3, Evaluation Methodology and Criteria for details of the criteria to be met and information to be completed].

5. Qualification Form

Name of Tenderer:	
--------------------------	--

1. The work performed providing Services of a similar nature and value over recent years is: [List also details of Services under way or committed, including expected completion date.] *Minimum 5 previous similar works. Minimum E1 500,000.00 contract value*

No	Name of Client and Contact Person	Type of Work Performed	Duration and Dates of Contract	Value of contract
1				
2				
3				
4				
5				

2. The major items of equipment proposed for carrying out the Services are:

Minimum 4 listed equipment

Item of Equipment	Description, make and age (years)	Condition (new, good, poor) and number available	Owned, leased, or to be purchased

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Part 1: Section 4 Qualification Form

3. The qualifications and experience of key personnel proposed for administration and execution of the Contract are: *[refer to scope, relevant experience in the listed areas]*

Position	Name	Years of Experience (general)	Year of Experience in proposed position

4. Banks that may provide references if contacted by the Procuring entity are: *[State name, address and telephone, telex and facsimile numbers]*

5. Additional qualification information is attached, as required.

We, the undersigned, declare that

(a) the information contained in and attached to this form is true and accurate as of the date of Tender submission:

or *[delete statement which does not apply]*

(b) the originally submitted pre-qualification information remains essentially correct as of the date of Tender submission.

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

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

In the capacity of *[insert legal capacity of person signing the Qualification Form]*

Duly authorised to sign
the Qualification Form

for and on behalf of: *[insert complete name of Tenderer]*

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

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Standard Tender Document for Non-Consultancy Services



Section 5. Eligible Countries

Procurement Reference Number:

All countries are eligible except countries subject to the following provisions.

A country shall not be eligible if:

- (a) as a matter of law or official regulation, the Government of Eswatini prohibits commercial relations with that country, provided that the Government of Eswatini is satisfied that such exclusion does not preclude effective competition for the provision of services required; or
- (b) by an act of compliance with a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations, the Government of Eswatini prohibits any import of Services from that country or any payments to persons or entities in that country.

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Section 6. Statement of Requirements

Procurement Reference Number:

Terms of Reference

The scope of work for the **INSTALLATION OF A PV SOLAR SYSTEM FOR ESWATINI REVENUE SERVICE AT LAVUMISA BORDER.**

1. Site Assessment & Feasibility Study

- Conduct site visits to assess suitability for solar installation.
- Perform shading analysis and structural integrity assessment.
- Evaluate existing electrical infrastructure for system integration.
- Determine optimal system size and orientation based on energy needs.

2. Design & Engineering

- Develop a detailed system design including panel layout, mounting structures, and electrical schematics.
- Ensure compliance with local regulations, safety codes, and grid requirements.

3. Procurement & Logistics

- Source and procure high-quality solar PV panels, inverters, mounting structures, and other components.
- Arrange for transportation and storage of materials.
- Conduct quality checks on all procured equipment.

4. Installation Works

- Install mounting structures on rooftops or ground as per design specifications.
- Secure solar panels onto the mounting structures.
- Install and wire inverters, charge controllers (if applicable), and electrical

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Part 2: Section 6. Statement of Requirements

- Connect the system to the existing electrical infrastructure or battery storage system.
- Ensure proper grounding and surge protection.

5. Testing & Commissioning

- Conduct system performance tests to verify functionality and efficiency.
- Perform electrical safety checks and inspections.
- Commission the system and integrate it with the electrical grid (if grid-tied).
- Provide monitoring setup and user training on system operation.

8. Documentation & Handover

- Submit as-built drawings, system specifications, and warranties.
- Provide an operation and maintenance manual.
- Handover the system to the client with a full briefing on its use and maintenance.

SUMMARY OF PRICING

Item	Description	Amount
1	Total system installation	
2	Add 5% Contingencies	
3	Sub Total 1	
4	Add 15% VAT	
5	Sub Total 2	
6	Total Tender Sum	

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Part 3: Section 7

General Conditions of Contract for the Procurement of Non-Consultancy Services

Section 7: General Conditions of Contract for the Procurement of Non-Consultancy Services

AGREEMENT FOR THE SUPPLY OF GOODS OR SERVICES

Made and entered into by and between

ESWATINI REVENUE SERVICE

A statutory body duly established in terms of the Revenue Authority Act of 2008, and duly represented herein by **Mr. Brightwell Nkambule** in his capacity as the Acting Commissioner General, hereinafter referred to as “the Authority”.

And

.....

A company duly incorporated and registered in accordance with the company laws ofand represented herein by in his capacity as the , herein referred to as “the Service Provider”.

WHEREAS; the Authority seeks the supply and/ or provision of goods/ services

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Standard Tender Document for Non-Consultancy Services



Part 3: Section 7

General Conditions of Contract for the Procurement of Non-Consultancy Services

AND WHEREAS; the Service Provider is willing to provide the services to the Authority subject to the terms and conditions of this Agreement.

NOW THEREFORE, the Parties agree as follows;

1. DEFINITIONS

1.1. In this Agreement, headings embodied in the clauses are for convenience only and shall not be used in its interpretation and, unless the context clearly indicates a contrary intention. The singular shall include the plural and vice versa.

1.2. A reference to any one gender shall be capable of being construed as a reference to the other gender.

1.3. A reference to a natural person shall be capable of being construed as a reference to a juristic person and vice versa.

1.4. Unless the context of this Agreement clearly indicates a contrary intention, the words or phrases defined in this contract shall have the meanings assigned to them herein.

1.5. In this Agreement, the words hereunder will have the meanings assigned to them below: -

1.5.1. **"After Hours"** means any time that falls outside the Parties' normal Business Hours.

1.5.2. **"Agreement"** means the agreement as envisaged in clause 14 and shall include this main body of terms and any conditions, Schedules, Annexures and any agreed written amendments hereto.

1.5.3. **"Authority"** means the Eswatini Revenue Authority.

1.5.4. **"Business Day"** means any day other than a Saturday, Sunday or official public holiday in Eswatini.

1.5.5. **"Business Hours"** means 08h00 to 17h00 during Mondays to Fridays and 09h00 to 13h00 Saturdays, excludes public holidays.

1.5.6. **"Contract Documents"** shall mean the entire Agreement as envisaged under Clause 12 and any other document(s) as may be specified in the Agreement.

1.5.7. **"Effective Date"** means, notwithstanding the commencement date, the date when each Service/s reflected in the Schedules/ SOW is commissioned to commence by agreement between the Parties.

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Standard Tender Document for Non-Consultancy Services



Part 3: Section 7

General Conditions of Contract for the Procurement of Non-Consultancy Services

- 1.5.8. **"Commencement Date"** shall mean the date on which the delivery of services under this Agreement commences as envisaged in Clause 2.1.
- 1.5.9. **"Contract Documents"** shall mean such other document(s) as may be specified in this Agreement.
- 1.5.10. **"Confidential Information"** means information that is identified (orally or in writing) as confidential or of such a nature that a reasonable person would understand such information to be confidential and as envisaged in clause 11.
- 1.5.11. **"Service Provider"** shall mean;
- 1.5.12. **"Intellectual Property Rights"** shall mean all rights in intellectual property rights anywhere in the world (whether registered or unregistered) owned, possessed or controlled by a Party, directly or indirectly, including, without limitation, patents, trademarks, service marks, design rights, copyright, moral rights, databases, trade or business names, whether capable of registration or not, but including any right to register same.
- 1.5.13. **"Parties"** means the Eswatini Revenue Service and and party shall refer to the singular of them.
- 1.5.14. **"Services"** means the services, which shall be carried out by the Service Provider as described in Annexure "A", attached hereto.
- 1.5.15. **"Sub-Contractor"** shall mean any person appointed by the Service Provider in accordance with the provisions of this Agreement, to assist the Service Provider in providing the Services.
- 1.5.16. **"Writing"** shall mean any mode of reproducing information or data in physical form and includes hard copy printouts, handwritten documents and fax transmissions, but excludes information or data in electronic form and "Written" and "Write" shall have a

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corresponding meaning



Part 3: Section 7

General Conditions of Contract for the Procurement of Non-Consultancy Services

2. DURATION OF THE AGREEMENT

- 2.1. The Agreement shall be for a period not exceeding**36**..... months and shall commence on up to and including
- 2.2. Save for when terminated by either party in accordance with clause 11, the Authority shall have the option to renew this Agreement, exercised by written notice thirty (30) days before the termination of this Agreement as per clause 2.1.
- 2.3. The Service Provider shall begin carrying out the services immediately upon the signing of the Agreement.

3. INDEPENDENT

- 3.1 The parties agree that this Agreement creates an independent contractual relationship, not an employment relationship. The Service Provider will act as an independent Service Provider in the performance of the duties under this Agreement.
- 3.2 The Service Provider acknowledges and agrees that the Authority will not provide the Service Provider or any of its employees with any employee benefits, including without limitation any public liability insurance, medical, or pension payments. In addition, the parties acknowledge that neither party has, nor shall be deemed to have, the authority to bind the other party in anything other than as stated in this Agreement.

4. PAYMENT OF THE SERVICE PROVIDER

The Service Provider shall be paid for performance of the services under this Agreement as indicated in the Financial Provisions as specified in Annexure B.

5. TAXATION

The Service Provider shall where applicable be obliged to pay all taxes on any moneys paid to it by the Authority including but not limited to income tax or Value Added Tax and to that end, the Authority shall be entitled to deduct and withhold from any fees due to the Service Provider any money due as tax in accordance with the laws of the Kingdom of Eswatini.

6. SCOPE OF SERVICE

The Service Provider has agreed to render the service in line with the programme as described in Annexure A.

7. EMPLOYMENT OF OTHER PERSONS

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Standard Tender Document for Non-Consultancy Services



Part 3: Section 7

General Conditions of Contract for the Procurement of Non-Consultancy Services

- 7.1 The Service Provider shall not engage, cede or assign other persons to perform the work required under this Agreement. However, the Authority shall have the sole discretion in consenting to the appointment of a sub-contractor.
- 7.2 If, for any reason beyond the reasonable control of the Service Provider, it becomes necessary to replace any sub-contractor, the Service Provider shall provide as a replacement a person of equivalent or better qualifications.
- 7.3 If the Authority finds that any of the Service Provider's employees or sub-contractor(s) has (i) committed a serious misconduct or has been charged with having committed a criminal act, or (ii) have reasonable cause to be dissatisfied with the performance of the Service Provider or sub-contractor, the Authority shall have the sole discretion of electing to exercise its rights subject to clause 10.

8. THE SERVICE PROVIDER'S OBLIGATIONS

- 8.1 The Service Provider agrees that the performance of the work and services pursuant to this Agreement shall conform to the highest professional standards and shall use its best efforts in such performance. It further undertakes that it is an expert in the field of work for which it is being engaged.
- 8.2 The Service Provider shall cooperate with the Authority's personnel and shall not interfere with the conduct of the Authority's business. The Service Provider shall further observe all rules, regulations and security requirements of the Authority.
- 8.3 During the term of the Agreement, the Service Provider shall not render such services if such will conflict with the performance of the services herein rendered, to any other person or entity and shall subject to clause 12 not disclose any information to any other person or entity not directly involved in the program for which the services are rendered.
- 8.4 The Parties undertake to sign and give the other a signed copy of the Agreement and failure to do so shall render the Agreement void.
- 8.5 The Service Provider shall send monthly comprehensive reports on the service which reports shall be presented to the Authority's Senior Management.
- 8.6 The Service Provider shall where required provide training and management support on the service provided.
- 8.7 The Parties shall maintain a record for all work done in terms of this Agreement.
- 8.7 The Service Provider shall use its best endeavours to protect the assets of the Authority and shall always act honestly and in good faith towards the Authority.
- 8.8 All documents submitted by the Authority to the Service Provider including without limitation accordance with clause 9.1 and any other documents, methodology,, or any tools, specifications, drawings, sketches, models, samples, records, ideas, concepts, data, information, reports, analysis, artwork, logos, graphics, video, text, and other materials, including without limitation, any financial data developed by the Authority for purposes

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Part 3: Section 7

General Conditions of Contract for the Procurement of Non-Consultancy Services

under this Agreement, shall be and shall remain the property of the Authority. On termination or expiry of the Agreement, the Service Provider shall deliver same to the Authority.

9 THE AUTHORITY'S OBLIGATIONS

9.1 The Authority shall.

9.1.1 ensure that the Service Provider has access to the Authority's premises and ensure that the Service Provider has access to such information as may be reasonably required to allow the Service Provider to carry out its obligations hereunder.

9.1.2 appoint a contact person to attend to all the Authority's responsibilities for purposes of executing the provisions of this Agreement.

9.1.3 ensure that the Service Provider's personnel are fully assisted on instances wherein they require access to any of the Authority's premises or platforms to carry out any services as well as any other duties that require to be conducted on such premises or platforms.

9.1.4 pay the amount envisaged in annexure B through an Electronic Funds transfer or otherwise for the duration of this Agreement, to also allow for month-end reports preparation and presentation by the Service Provider.

10. WARRANTIES

10.1 The Service Provider represents and warrants to the Authority that it is under no contractual or other restrictions or obligations which are inconsistent with the execution of this Agreement, or which will interfere with the performance of its services.

10.2 The Service Provider further warrants that it is aware of the Authority's strict confidentiality requirements and shall ensure such confidentiality in accordance with Clause 12.

10.3 In performing the Services, the Service Provider shall comply, to the best of its knowledge, with all business conduct, regulatory health and safety guidelines established by the Authority or any governmental authority with respect to the Authority's business.

10.4 The Service Provider warrants the effectiveness of the service that is provided under this Agreement and that where it is not able to fully warrant same it warrants that it shall assist the Authority in effectively remedying any defect or fault to the service by ensuring the expeditious effectiveness of the service irrespective of any manufacturer's warranty.

11. BREACH AND TERMINATION

11.1. If either Party breaches any of the material provisions of this Agreement and fails to remedy that breach within 7 (seven) business days after receipt of a written notice from the non-defaulting Party requiring it to remedy that breach, the non-defaulting Party shall be

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entitled, without prejudice to any remedies which it may otherwise have in terms of this Agreement or at law, to terminate this Agreement without further notice to the defaulting Party.

11.2. Either Party shall have the right to terminate upon a 30 (thirty) day notice this Agreement forthwith (but without affecting its accrued rights in terms of this Agreement or any Service Schedule, as the case may be) should either Party discover that any of the following events have occurred, namely:

- 11.2.1 Failure by the Authority to pay for services performed.
- 11.2.2 Failure by the Service Provider to effectively provide the Service to the Authority.
- 11.2.3 Fraudulent misrepresentation by either party.
- 11.2.4 Insolvency of the Service Provider.
- 11.2.5 A judgment is granted against either Party and such party fails to satisfy or appeal against such judgment within 30 (thirty) days of the judgment being granted.
- 11.2.6 Breach of any one or more of the provisions of this Agreement.
- 11.2.7 Disclosure of confidential information contrary to clause 12.

11.3 Either party may terminate this Agreement without cause and without any penalty, by a thirty (30) day written notice, provided, however, that no such termination under this clause shall be construed as entitling any of the parties after having committed any of the applicable acts envisaged in clauses 11.1 and 11.2, to be found without fault or without liability for such acts.

11.4 In the event the Agreement is terminated under this clause 11 or clause 2.1, the Service Provider will surrender to the Authority all documentation relating to the service.

12. CONFIDENTIALITY

Any information received by the Service Provider in furtherance of the obligations under this Agreement or which concern any of the affairs of the Authority, will be treated by the Service Provider in full confidence and will not be released to any other persons or entities, whether during the tenure of this Agreement or after termination, without the prior written consent of the Authority, except where the information has already become public information at the instance of the Authority or as may be necessary in the ordinary course of performing the services under this Agreement or for the compliance with any law or lawful court order.

13. WAIVER

Failure by either Party to insist upon the strict compliance with any of the terms and conditions of this Agreement shall not be deemed a waiver of any right or remedy that such Party may have and shall not be deemed a waiver of that Party's right to require the strict performance of all terms and conditions thereafter, nor a waiver of any remedy for the subsequent breach of any of the terms or conditions.

14. ENTIRE AGREEMENT

14.1. This Agreement represents the entire agreement by and between the Parties with respect to the matters contained herein. Any prior or contemporaneous oral or written agreements

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by and between the Parties or their agents and representatives relating to the subject matter of this Agreement are hereby revoked.

- 14.2. If any provision of this Agreement shall be declared invalid, illegal or otherwise unenforceable by a competent court with relevant jurisdiction, the validity, legality and enforceability of the remaining provisions shall in no way be affected or impaired thereby.

15. MODIFICATION

This Agreement may not be modified in whole or in part, at any time, except by mutual agreement between the parties and provided that such agreement is in writing, signed by the duly authorised representatives of both Parties, dated and attached hereto.

16. GOVERNING LAW AND JURISDICTION

This Agreement shall be considered as an Agreement made in the Kingdom of Eswatini and governed by the law of Eswatini and save as expressly referred to anywhere else in this Agreement, the parties hereby submit to the jurisdiction of the Courts of Eswatini.

17. INDEMNITY

- 17.1. Without prejudice to any other rights that the Parties may have under applicable law or under this Agreement, it is hereby agreed that no Party shall be indemnified for failure to comply with any of the terms and conditions under this Agreement, for any reason including failure to perform due to the negligent acts or omissions or wilful misconduct of either Party's officers, employees or agents, under or in connection with or arising out of any work, or the Authority delegated to such Party under this Agreement.
- 17.2. The Service Provider agrees to indemnify and hold the Authority and its Staff harmless against all claims, suits and losses (including reasonable attorney's fees) by any third party, including any member of the Service Provider's staff member or personnel, that arise due to personal injury, death or damage to property

18. DISPUTE RESOLUTION

- 18.1. Any dispute or controversy arising from the implementation or application of this Agreement shall be settled by negotiation, with a view to an amicable settlement.
- 18.2. If any matter remains unresolved after such negotiations referred to in Clause 18.1 above, these shall be resolved by means of arbitration. Any party shall be entitled to demand in writing that the dispute be referred for arbitration within seven (7) days after an agreement could not be reached.
- 18.3. The arbitrator shall upon application be appointed by the Law Society of Eswatini at its own discretion and upon agreement by both parties to the rules to be followed by the arbitrator. The costs of arbitration shall be borne by the parties jointly.
- 18.4. The finding of the arbitrator shall be final and binding on the parties and may only be made an order of court should one of the parties fail, refuse or neglect to give effect to the arbitrator's finding or award.

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- 18.5. Otherwise save for the generality of this clause the parties shall reserve the right to refer such dispute to a court with competent jurisdiction.

19. ADDRESS FOR SERVICE/NOTICE

- 19.1. The Parties both hereby choose the following addresses as their *domicilium citandi et executandi* for all purposes in connection with or arising from out of these terms and conditions:

**The Eswatini Revenue Service
Portion 419 of Farm 50
Mvutshini-Gables Road
eZulwini, Eswatini**

And

.....
.....
.....
.....

- 19.2 Any notice given in terms of this Agreement shall be in writing and shall:

- a. if delivered by hand, be deemed to have been duly received by the addressee on the date of delivery.
- b. if posted by prepaid registered post, be deemed to have been received by the addressee on the 8th (eighth) business day following the date of such posting.
- c. if transmitted by facsimile, be deemed to have been received by the addressee 1 (one) business day after despatch.
- d. if sent electronically, be deemed to have been received on the first business day following the successful transmission thereof as evidenced by the electronic confirmation of receipt, unless the contrary is proven.

20. INTELLECTUAL PROPERTY

- 20.1 The Authority hereby warrants that any instructions given in relation to the Service Provider's use of any third-party item supplied directly or indirectly by the Authority shall not cause the Service Provider to infringe any third party's Intellectual Property Rights in such item.

- 20.2 Service Provider warrants that by the utilisation of the Deliverables by or on behalf of the Authority or in connection with the receipt of the Services it shall not infringe any Intellectual Property Right of any third party and that it further warrants that no such third party shall

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have any claim against the Authority for use of any intellectual property belonging to the third party that is subject to this agreement.

21. LIMITS TO SERVICE PROVIDER'S ADVISE, REPORTS AND PRODUCT OF SERVICES

- 21.1 While performing the services, the Service Provider may supply oral, draft or interim advice, reports or presentations. However, the written advice or opinion in the final version of the product of services shall take precedence. The Authority may not rely on any draft, interim or oral advice, opinion, report or presentation.
- 21.2 The Service Provider shall have no obligation to update, orally or in writing, any product of service for events that occur after it has issued the final version of the of the product of the service unless.
- 21.2.1 the law requires the Service Provider to do so.
- 21.2.2 the Service Provider has agreed to do so in this Agreement.
- 21.3 Except for reports expressly prepared for publication, the Service Provider shall supply the products of service for the Authority's benefit and information only. The product of service may not (except for the Authority's own internal purposes) be copied, referred to or disclosed to any third party, wholly or partially, without the Service Provider's prior written consent and then only on terms acceptable to the Service Provider. The Authority may disclose any product of the services to its bankers, legal representatives and other professional advisers when seeking advice about the services. However, the Authority must inform them that.
- 21.3.1 Except when utilised for their internal purposes, these groups must not disclose the product of the services to any third party without the Service Provider's prior written consent and then only on terms acceptable to the Service Provider.
- 21.3.2 The Service Provider accepts no liability to the Authority's Bankers or legal and other professional advisors in connection with the services; and
- 21.3.3 The Service Provider does not have a duty of care or any legal obligation to the Authority's bankers or legal and other professional advisors in connection with the services.
- 21.4 The Authority may not quote the Service Provider's name or reproduce its logo in any form or medium without the Service Provider's prior written consent.

22. FORCE MAJEURE

- 22.1 If either party is prevented or restricted directly or indirectly from carrying out all or any of its obligations under this Agreement by reason of any event or circumstance beyond that Party's reasonable control including, without limitation, lightning, flood, exceptionally severe weather, fire, explosion, war, civil disorder, industrial disputes (whether or not involving employees of either party), pandemics (as declared by the World Health Organisation) or acts of local or central government or other competent authorities, or event

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beyond the reasonable control of suppliers to either party, the Party so affected shall be relieved of its obligations hereunder during the period that such event and its consequences continue but only to the extent so prevented and the affected Party shall not be liable for any delay or failure in the performance of any obligations hereunder, provided always that written notice shall forthwith be given of any such inability to perform by the affected Party.

- 22.2 The Parties agree that should the circumstances giving rise to force majeure continue for more than 3 (three) months, either party may terminate this Agreement by notice in writing to the other Party.

23. THIRD PARTY RIGHTS

- 23.1 By entering into this Agreement the Service Provider does not and is not intending to create any rights for a third party.
- 23.2 The Service Provider does not owe any third party any legal obligation or duty concerning this Agreement. On the Authority's written request, the Service Provider may allow a third party to have access to the product of the services on terms acceptable to the Service Provider. The Service Provider is not bound by any agreement between the Authority and any third party.

24. EXCLUSIONS AND LIMITATION OF THE SERVICE PROVIDER'S LIABILITY

- 23.1 Each provision of clauses 24.2 to 24.5 shall apply to this agreement and to the rendering of the services and will be enforceable between the Service Provider and the Authority. If and to the extent that any provision of clauses 24.2 to 24.5 is contrary to or is illegal in terms of legislation, it shall not apply to this Agreement nor to the rendering of the service and will not be enforceable between the Parties.
- 24.2 The Service Provider's maximum liability arising out of and in connection with this Agreement in respect to direct economic loss or damage incurred or suffered by the Authority, or by other beneficiaries, or by any of the Authority's employees or agents, or by any other third party whosoever, is limited to two times the fees for the rendering of the service.
- 24.3 The maximum liability referred to in clause 24.2 shall be an aggregate (total, maximum) liability for all claimants and all claims arising out of or in connection with this Agreement and the rendering of the services, whether under legislation, in this Agreement or delict and whether caused by negligence, gross negligence or otherwise.
- 24.4 In working out the liability of the Service Provider under this Agreement, the maximum (total) amount of which liability shall in any event not exceed the limits mentioned in clause 24.2 and 24.3, a court or an arbitrator must limit the liability to the loss or damage suffered which the court or arbitrator holds the Service Provider responsible for based on relative degrees of fault. Apportionment of damages shall be at the discretion of the court or arbitrator.

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24.5 The Authority may not bring any claim personally against any individual employee or director of the Service Provider. All claims arising out of this agreement must be brought only against the Service Provider.

25. INTERNAL POLICIES AND PROCEDURES

Both Parties warrant that by entering into this agreement that they have acted within their respective mandates and have complied with all policies and procedures, including supply-chain policies and procedures, where necessary.

SIGNED ATON THE..... DAY OF 2025.

AS WITNESSES:

- 1.
- 2.

.....
Signed by me, Mr Brightwell
Nkambule, on behalf of the
Eswatini Revenue Service

SIGNED ATON THE..... DAY OF 2025.

AS WITNESSES:

- 1.

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2.

.....
Signed by me,
..... on
behalf of the Service
Provider

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