

The Kingdom of Eswatini

ESWATINI INVESTMENT PROMOTION AUTHORITY

Invitation to Tender (ITT) Document

For

Electrical Installation Services – EITF 2025

Procurement Method	Open Tender
Subject of Procurement:	Electrical Installation Services –EITF 2025
Procurement Reference Number:	EITF2025/007
Date of Issue:	16 th June 2025
Participation:	National

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Standard Invitation to Tenderers**TENDER NOTICE UNDER OPEN TENDERING****Invitation to tender for Electrical Installation Services – EITF2025/007**

1. The Eswatini Investment Promotion Authority has allocated funds to be used for the acquisition of the services mentioned above.
2. The Entity invites your sealed bids 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: Tender Procedures.
4. The Tender document which has been prepared in the **English language** may be obtained by interested Contractors at 8(b) upon payment of a non-refundable fee of E1000.00 (**One Thousand Emalangeni Only**). The method of payment will be through the bank.

Payment should be made to the below EIPA Nedbank Account

Eswatini Investment Promotion Authority

Bank name: Nedbank

Account number: 020000002543

Branch code: 360164

Reference: EITF2025/007& Contractor Name. Proof of payment to be submitted with tender document.

4. You may obtain further information at the address given below at 7(a) from 8:30a.m to 4:30p.m
5. Tenders must be delivered to the address below at 7(c) at or before 10:00 a.m. on 14th July 2025. Late Tenders shall be rejected. Tenders will be opened in the presence of the tenderers' representatives who choose to attend at the address below at 7(d) at 10:15 a.m. on 14th July 2025.
6. There **shall** be a pre – Tender meeting/ site visit at Mavuso Exhibition Trade Centre – Hall 1 on the dates indicated in the proposed schedule in this notice.
7. Address and contact details:

(a)	Information about tender can be accessed from:	procurement@sipa.org.sz
(b)	Documents will be issued from:	EIPA offices in Mbabane, 1 st Floor, Sibekelo Building 1, Mhlambanyatsi road
(c)	Bids must be delivered to:	EIPA offices in Mbabane, 1 st Floor, Sibekelo Building 1, Mhlambanyatsi road
(d)	Address of tender opening:	EIPA offices in Mbabane, 1 st Floor, Sibekelo Building 1, Mhlambanyatsi road

8. The planned procurement schedule (subject to changes) is as follows:

Activity	Date
(a) Issue of invitation to tender letter	16th June 2025
(b) Pre-tender meeting/ Site visit (where applicable)	23 rd June 2025
(c) Tender closing date	14th July 2025
(d) Evaluation process	<i>(After Tender closing date)</i>
(e) Notification and publication of notice of intention to award	<i>(Within 10 working days from completion of evaluation process)</i>
(f) Contract Award	<i>(After expiry of at least 10 working days from issuance of the Notice of intention to award)</i>

Signature:

Name: Hanalora Strydom

Position of Authorised Official: Chief Finance Officer

Section 1: Instructions to Tenderers

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Section 1: Instructions to Tenderers

A. General

1. Scope of Tender

- 1.1 The Eswatini Investment Promotion Authority (EIPA) invites Tenders for the provision of the Services specified in Section 6, Statement of Requirements (SOR) or Terms of Reference (TOR) to commence on the date indicated in the SOR/TOR.
- 1.2 Procurement will be undertaken in compliance with the Public Procurement Act, and its Regulations of 2020.
- 1.3 The Instructions to Tenderers (ITT) should be read in conjunction with the TDS. The subject and procurement reference number are provided in the TDS.
- 1.4 Throughout this Tender 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.
 - (c) “day” means calendar day unless specified as working day.
 - (d) “EITF” means Eswatini International Trade Fair
 - (e) “EIPA” means Eswatini Investment Promotion Authority

2. Source of Funds

- 2.1 The Procuring Entity has an approved budget from sale of Exhibition Stalls towards the cost of the procurement described in the TDS. The Procuring Entity intends to use these funds to place a contract for which this Request for 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 policy of the Government of The Kingdom of Eswatini through ESPPRA to require that Procuring Entities, as well as Consultants, observe the highest standards of ethics during procurement and the execution of contracts.

- (a) In pursuit of this policy, the Government of Eswatini; 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;
 - (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;
- (b) The procuring entity 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) The Agency will suspend a Tenderer from engaging in any public procurement proceeding for a stated period of time, if it at any time determines that the Tenderer 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 Sub Clause 15.1(g)-(h) and Sub Clause 2.2 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 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 during the procurement or the execution of that contract.
- 3.4 In pursuit of the policy defined in Sub-clause 3.1 the Code of Ethical Conduct for Tenderers and Providers as provided in the bidding forms shall be signed by the Tenderer and submitted together with the other bidding forms. The Government of Eswatini may suspend a Tenderer from engaging in any public procurement or process for a period determined by the Eswatini Public

Procurement Regulatory Agency (herein referred to as the Agency), where the Tenderer is suspended from the procurement processes of an international agency of which Eswatini is a member.

- 3.5 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 Controlling 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 suspended
- (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, unless otherwise specified in the TDS, all parties shall be jointly and severally liable. In the case of a consortium or association, the formal intent shall be by way of Memorandum of Understanding which shall be registered with the Registrar of documents if signed in Eswatini or if signed outside Eswatini, shall be notarized.

- 4.3 A Tenderer, and all parties constituting the Tenderer including sub-contractors and key professional staff, shall have the nationality of an eligible country, in accordance with Section 5, Eligible Countries. The Tenderer shall be deemed to have the nationality of a country if the Tenderer is a citizen or is constituted, or incorporated, 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 supplies.
- 4.4 The 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 suspension 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 Tenderer

- 5.1 Tenderers to perform this Contract, they 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, subject to TDS. These qualified Tenderers should submit with their Tenders any information updating their original pre-qualification applications or, alternatively, confirm in Tenders that the original submitted pre-qualification information remains essentially correct as of the Tender submission. The update or confirmation should be provided in the Qualification Form

B. Tender Document

6. Contents of Tender Document

6.1 This Invite for 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 ITC Clause 8.

PART 1 Procurement Procedures

- Section 1. Instructions to Tenderers (ITT)
- Section 2. Tender Data Sheet (TDS)
- Section 3. Evaluation Methodology and Criteria
- Section 4. Tender 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 Consultancy Services
- Section 8. Special Conditions of Contract (SCC)

6.2 The Tenderer is expected to examine all instructions, forms, terms, and requirements in the Tender Document. Failure to furnish all information or documentation required Tender Document may result in the rejection of the bid.

7. Clarifications of Tendering Documents

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 Request for 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 and Sub-Clause 24.2.

8. Amendment of Tender Document

- 8.1 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 Sub-Clause 24.2.

C. Preparation of Tenders**9. Cost of Tender**

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 procurement process.

10. Language of Tender

10.1 The medium of communication shall be in writing.

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 **English** unless otherwise 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 ITC 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 separate technical and financials. The tender submission method shall be a one stage two-envelope method, unless otherwise specified in the TDS. The one stage two-envelope submission method requires a Tenderer to submit a single envelope containing two separately sealed envelopes, labelled technical and financial.

11.2 A pre-tender meeting will be held where necessary and shall be indicated in the TDS. Attendance at the pre-tender meeting is optional.

12. Documents Comprising the Tender

12.1 The Tender shall encompass the following:

- (a) The Tender Submission Sheet in accordance with ITT Clause 13, 14 and 15
- (b) A written confirmation authorising the signatory of the tender to commit the Tenderer, in accordance with ITT Sub-Clause 20.2
- (c) A Tender Security or Tender Securing Declaration, as required by the ITT Clause 19

- (d) Documentary evidence in accordance with ITT Clause 16
- (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 additional information requested in the TDS

13. Tender Submission Sheet and Price Schedules

13.1 The Tender 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;
- (i) a commitment to adhere to the Code of Ethical Conduct for Tenderers and Providers;
- (j) 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; 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 the Tender

- 15.1 Unless otherwise specified in the TDS, Tender prices shall be quoted in Lilangeni of eSwatini.

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, Tender 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 any evidence specified in Section 3, Evaluation Methodology and Criteria.

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 During this period, the Tenderer is expected to keep available the professional staff proposed for the assignment. 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 being liable for forfeiture of its Tender Security or execution of its 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 Tender Securing Declaration, in original form and in the case of a Tender Security, in the amount and currency 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:.
- 19.3 Any Tender not accompanied by a Tender Security or substantially responsive 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.
- 19.4 The Tender Security or Tender Securing Declaration of all Tenderers shall be returned within the period stipulated in Regulation 52(17) of the Public Procurement Regulations of 2020.
- 19.5 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
- 19.6 The Tender Security may be forfeited, or Tender Securing Declaration executed if the successful Tenderer fails to:
- (i) sign the Contract in accordance with ITT Clause 39;
 - (iii) accept the correction of its tender price pursuant to ITT Sub-Clause 29.5

20. Format and Signing of Tender

- 20.1 The Tenderer shall prepare one original of each of the documents comprising the technical and the financials as described in ITT Clauses 11 and 12 and clearly mark both "ORIGINAL". In addition, the Tenderer shall submit copies of both the technical and financial, 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 original and all copies of the technical document shall be placed in a sealed envelope clearly marked "Technical," and the original and all copies of the financial documents in a separate sealed envelope clearly marked "Financial". The envelopes shall be securely sealed in such a manner that opening and resealing cannot be achieved undetected.
- 21.2 The Inner and outer envelope shall:
- (a) bear the name and address of the Tenderer.
 - (b) be addressed to the Procuring Entity in accordance with ITT Sub-Clause 24.1;
 - (c) bear the Procurement Reference number of this procurement process; and
 - (d) bear a warning not to open before the time and date for tender opening, in accordance with ITT Sub-Clause 24.1.

21.3 the envelopes must also be marked Do not open before (insert the date and time in accordance with TDS.

21.4 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 Tenderer s` designated representatives who choose to attend, at the address, date and time specified in the TDS.
- 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 document within them opened. Replacement tenders shall be recorded as such on the record of the tender opening. The corresponding tender that is being replaced shall be returned unopened to the Tenderer.
- 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; 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 financials shall remain sealed until the time and date notified for the opening of the financials. Evaluators of technical documents shall have no access to the financials until the detailed evaluation is concluded and the result established.

- 25.7 The Procuring Entity shall prepare a record of the tender opening that shall include, as a minimum: the name of the Tenderer, the presence or absence of a Tender Securing Declaration where required and any other information that is required to be stated at the public opening as indicated in the tender document. 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.

E. Tender Evaluation

26. Confidentiality

- 26.1 Information relating to the examination, evaluation, comparison, and post-qualification of tenders, and recommendation of contract award, shall not be disclosed to Tenderers or any other persons not officially concerned with such process until information detailing the Best Evaluated Tenderer is communicated to all Tenderers.
- 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 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 procurement process, it should do so in writing.

27. Clarifications

- 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. No change in the price or substance of the tender shall be sought, offered, or permitted, except to confirm the correction of arithmetic errors discovered by the Procuring Entity in the evaluation of the financials, 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 shall 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) is inconsistent with the tender and which may limit in any substantial way, the rights of the procuring entity or the obligations of the Tenderer under the contract;
 - (b) if corrected would unfairly affect the competitive position of the other Tenderers whose tenders are administratively compliant; or
 - (c) impacts the key factors of a procurement including cost, risk, time and quality and causes unacceptable -
 - (i) time schedules, where it is stated in the tender that time is of the essence;
 - (ii) alternative technical details, such as design, materials, workmanship, specifications, standards or methodologies; or
 - (iii) counter – Tender with respect to key contract terms and conditions, such as payment terms, price adjustment, liquidated damages, sub-contracting or warranty.
- 28.3 If a bid is not substantially compliant and responsive to the tender 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 may be adjusted, for comparison purposes only, to reflect the price of the missing or non-conforming item or component. The cost of any missing items will be added to the tender price using the highest price from other Tenderers.

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 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 bid does not accept the correction of errors, its tender shall be rejected.

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 technical tenders to confirm that all documents and technical documentation requested in ITT Clause 12 has 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) A Tender Submission Sheet, including:
 - (i) a brief description of the services offered; and
 - (ii) the correct validity date of the tender
- (b) separately sealed financials; (i) The Price of the Tender
- (c) written confirmation of authorisation to commit the Tenderer; and
- (d) Tender Security or Tender Securing Declaration, if required.

31. Detailed Commercial and Technical Evaluation

31.1 The Procuring Entity shall technically evaluate the tenders on the basis of the Tenderer's responsiveness to the Terms of Reference, applying the evaluation criteria, sub-criteria, and methodology specified in Section 3. A tender shall be rejected at this stage if it does not respond to important aspects of the Terms of Reference or if it fails to achieve any minimum technical score indicated in Section 3.

31.2 The Procuring Entity may, where so indicated in the TDS, conduct interviews with the key staff stated in the TDS. The expected method and date of interview shall be as indicated in the TDS. All costs associated with any interviews shall be for the account of the Tenderer(s) concerned. Tenderers shall be provided with adequate notice of any interviews planned.

31.3 The tenderers proceeding to the financial evaluation shall be determined in accordance with the methodology and criteria specified in Section 3.

32. Margin of Preference

32.1 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.

32.2 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]

33. Conversion to Single Currency

33.1 For evaluation and comparison purposes, the Procuring Entity shall convert all tender prices expressed in the amounts in various currencies into a single currency. The exchange rate shall be the prevailing Central Bank of Eswatini exchange rate and shall not precede the tender submission deadline by less than twenty one (21) days. Should this date be a non-working day, the selling exchange rate on the date prior to this non-working day shall be used for currency conversion or as otherwise specified in the TDS.

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 In the calculation of the evaluated price of each tender, the Procuring Entity shall include the costs stated in Section 3, Evaluation Methodology and Criteria.
- 34.4 To determine the evaluated price, the Procuring Entity shall consider the following:
- (a) the Tender price;
 - (b) price adjustment for correction of arithmetic errors in accordance with ITT Sub-Clause 29.4;
 - (c) adjustment for nonconformities and omissions in accordance with ITT Sub-Clause 29.3; and
 - (d) adjustments due to the application of a margin of preference, in accordance with ITT Clause 32.
 - (e) determine the total evaluated price of each Tender.

35. Determination of Best Evaluated Tender

35.1 The Procuring Entity shall compare all substantially compliant and responsive tenderers to determine the best evaluated bid, in accordance with Section 3, Evaluation Methodology and Criteria.

36. Post-qualification of the Tenderer

36.1 If stated in Section 3, 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 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 Intention to Award within ten (10) working days after a decision of the relevant approvals authority to award a contract, to all Tenderers who participated and the Agency for publication on its website.

37.2 A Procuring Entity shall not award a contract to the best evaluated tenderer until the lapse of ten (10) working days after the date of issuance of the notice of intention to award.

37.3 The Procuring Entity shall award the Contract to the Tenderer whose offer has been determined to be the best evaluated tenderer, provided the Tenderer is determined to be qualified to perform the Contract satisfactorily and subject to satisfactory negotiations.

38. 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 tenders, 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 the Contract

39.1 On expiry of the ten (10) working days after the date of issuance of the Letter of Appointment/ Letter of award, 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 any conditions specified in the Contract.

40. Debriefing

40.1 Where a Tenderer information on the reasons for their success or failure of their tender, the Procuring Entity shall promptly give the Tenderer a written debrief.

41. Procurement Related Complaints and Administrative Review

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

42. Abnormal Low and Abnormally High Prices

42.1 Abnormally Low Prices

42.1.1 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.

42.1.1 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 Tender document.

42.1.2 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.

42.2 Abnormally High Prices

42.2.1 An abnormally high price is one where the Tenderer 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 Tenderer is compromised.

42.2.2 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 to check if the Terms of Reference, scope of work and conditions of contract are contributory to the abnormally high bid. The Procuring Entity may also seek written clarification from the Consultants on the reason or the high tender price. The Procuring Entity shall proceed as follows:

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

42.2.3 If the Procuring Entity determines that the bid 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 bids and shall institute or cause competent Government Agencies to institute an investigation on the cause of the compromise and inform the Agency, before re-inviting for bids.

Part 1: Section 2. Tender Data Sheet

Instructions to Consultants Reference	Data relevant to the ITT
A. General	
ITT 1.1	The Procuring Entity is: Eswatini Investment Promotion Authority
ITT 1.1	Commencement: The Service is expected to commence on: 15 August 2025
ITT 1.3	Subject: The subject of the procurement is: Electrical Installation Services
ITT 1.3	Reference: The Procurement Reference Number is: EITF2025/007
ITT 4.2	Joint Ventures: The individuals or firms in a joint venture, consortium or association shall be jointly and severally liable.
ITT 5	The Tenderer shall submit with its Tender the following additional documents: CIC category E4
B. Tendering Document	
ITT 7	<p>Clarification: For clarification purposes only the Procuring Entity's address is:</p> <p>Attention:</p> <p>Physical Address:</p> <p>.....</p> <p>Email: procurement@sipa.org.sz</p> <p>The Procuring Entity will respond to any request for clarification provided that such request is received not later than 07th July 2025.</p>
C. Preparation of Tenders	
ITT 10.1	The medium of communication shall be in writing .
ITT 10.2	Language: The language for the Tender is English
ITT 11.2	Pre-Tender meeting: A Pre-Tender meeting shall be held:

Part 1: Section 2. Tender Data Sheet

Instructions to Consultants Reference	Data relevant to the ITT
	<p>Date: 23rd June 2025</p> <p>Venue: Mavuso Exhibition Trade Centre – Hall 1</p> <p>Time: 10:00 a.m</p> <p>The contact details for the Pre – Tender Meeting Contact:</p> <p>Name and position: Mangaliso Mkhathswa</p> <p>Physical Address: Mavuso Trade & Exhibition Centre Manzini</p> <p>Telephone: 7802 3422</p> <p>E mail: mkhatshwam@sipa.org.sz</p>
ITT 15.1	Prices: The prices quoted by the Tenderer shall be in Lilangeni
ITT 13.2	Taxes: The Financials shall indicate taxes etc as a separate amount.
ITT 14.3	Prices: The prices quoted by the Tenderers shall be fixed .
ITT 18.1	Validity: Tenders shall remain valid for 90 days after submission deadline
ITT 19.1	Tender Securing Declaration: A Tender Security or Tender Securing Declaration shall not be required.
ITT 20.1	Electronic tender documents will not be accepted.
ITT 21.1	Number of Copies: In addition to the original of the technical and financial documents, the number of copies of each required is: Three
D. Submission and Opening of Tenders	
ITT 22.1	<p>Tender Submission: For Tender submission purposes only, the Procuring Entity's address is: EIPA Reception</p> <p>Physical Address: 1st Floor Sibekelo Building 1, Mhlambanyatsi Road</p> <p>The deadline for submission is:</p> <p>Date: 14th July 2025 Time (local time): 10:00a.m</p>
ITT 25.1	Tender Opening: The tender opening for the technical documents shall take place at:

Part 1: Section 2. Tender Data Sheet

Instructions to Consultants Reference	Data relevant to the ITT
	<p>Physical Address: EIPA Offices, 1st Floor Sibekelo Building 1, Mhlambanyatsi Road.</p> <p>Date: 14th July 2025 Time (local time): 10:15 a.m</p>
E. Evaluation of Tenders	
ITT 33	<p>Exchange Rate: 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 41.1	<p>The procedures for making a Procurement-related Complaint are detailed in the ESPPRA website https://esppra.co.sz</p> <p>If a Consultant wishes to make a Procurement-related Complaint, the Consultant shall submit its complaint following these procedures, in writing (by the quickest means available, that is by email), to:</p> <p>Title/position: The Secretary to the Entity Tender Board</p> <p>Procuring Entity: Eswatini Investment Promotion Authority</p> <p>Email address: info@sipa.org.sz or alternatively procurement@sipa.org.sz</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 Bidding Documents; and2. the Procuring Entity's decision to award the contract.

Part 1: Section 3. Evaluation Methodology and Criteria

A Evaluation Methodology

1. Methodology Used

The evaluation methodology to be used for the evaluation of tenders received shall be

Quality and Cost Based Selection (QCBS): The procuring entity shall select the quality and cost-based selection method as the preferred method to be used in evaluation of tenders. This implies that the tender is judged on its quality and pricing (quality-price oriented)

2. Summary of Methodology

The evaluation shall be conducted in three sequential stages –

- (a) a preliminary examination to determine the eligibility of tenderers and the administrative compliance of bids received.
- (b) a detailed 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 bid.

Failure of a tender at any stage of the evaluation shall prevent further consideration at the next stage of evaluation.

B Preliminary Examination Criteria

3. Eligibility Criteria

3.1 The eligibility requirements shall be determined for: -

- (a) Eligible tenders in accordance with ITT Clause 4 and Section 40 of the Public Procurement Act, 2011; and

3.2 The documentation required to provide evidence of eligibility shall be: -

Part 1: Section 3. Evaluation Methodology and Criteria

	Eligibility Requirement	Documentary Evidence to be Provided by the Service Provider
(a)	The tenderer has legal capacity to enter into the contract	(i) Certificate of Incorporation or Registration (ii) Trading License for the current year Any other sufficient evidence
(b)	The tenderer is not insolvent, in receivership, bankrupt or being wound up, its affairs are not being administered by a court or a judicial officer, its business activities have not been suspended, and it is not the subject of legal proceedings for any of the foregoing	A written declaration signed by the authorised representative of the service provider Or Any other sufficient evidence.
(c)	The tenderer has fulfilled its obligations to pay taxes	Tax Compliance Certificate issued by Eswatini Revenue Services
(d)	The tenderer has fulfilled its obligations to social security contributions	Eswatini National Provident Fund Compliance Certificate
(e)	The tenderer adheres to basic labour legislation	Labour Compliance Certificate
(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 service provider
(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	A written declaration signed by the authorised representative of the service provider Police Clearances for directors or officers

Part 1: Section 3. Evaluation Methodology and Criteria

	misrepresentations as to its qualifications to enter into a procurement contract within a period of five years preceding the commencement of procurement proceedings	
(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 service provider

4. Administrative Compliance Criteria

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

C Detailed Evaluation Criteria

5. Technical Criteria

- 5.1 Technical responsiveness shall be evaluated in accordance with ITT Clause 31.
- 5.2 The Terms of Reference in the Statement of Requirements details the minimum technical requirements expected from the tenderer. The Criteria, sub-criteria, and point system for the evaluation of the Technical bids shall be as follows:

¹ Refers to suspension by the Eswatini Public Procurement Regulatory Agency

Part 1: Section 3. Evaluation Methodology and Criteria

Criteria	Maximum Points
Specific Experience of the firm relevant to the assignment (Letters from previous clients) >5 years (3 points) >3-<5 years (2 points) 0-2 years (1 point)	3
Adequacy of the Proposed Approach and Methodology in responding to the Scope of work	40
Similar Assignments undertaken by the firm References for Electrical Installation Services and its values	12
Appropriateness of the Proposed Work Plan	20
Relevant Qualifications and Experience of the Key Personnel	
Key experts in Electrical installation minimum 3 years' experience	10
CVs for Key personnel(s)	10
Participation by Nationals (Citizen Service Providers) Youth/Women	5
Total:	100 points

The minimum technical score required to pass the technical evaluation is **60** points.

D Financial Comparison Criteria

6. Financial Evaluation

The financial for responsive tenderers will be opened after the technical evaluation.

The formula for determining the financial scores of all other Tenders is as follows:

Part 1: Section 3. Evaluation Methodology and Criteria

$$Ps = 30 \left(\frac{Pt - Pmin}{1 - Pmin} \right)$$

Where:

Ps - Points scored for bid under consideration.

Pt - Tender price for bid under consideration.

Pmin - Tender price for the lowest bid.

7. Combined Quality and Cost Evaluation

a. Quality and Cost Based Selection (QCBS) Method

In the case of Quality and Cost Based Selection (QCBS), the total score is calculated by weighting the technical and financial scores and adding them as per the formula and instructions below. The Tenderer that achieves the highest combined technical and financial score will be selected as the best evaluated tenderer.

- Combined score = Technical 70%, and Financial 30%

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Technical – Standard Forms

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Financial - Standard Forms

- 4.9 Financial Submission Sheet.
- 4.9.1 Priced Bill of Quantities.

Part 1: Section 4 Tender Forms

[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 documents]

4.1 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) We hereby submit our Tender which includes this technical document, and a financial document sealed under a separate envelope;
- (d) Our tender shall be valid until the date specified in ITT Clause 18.1 and it shall remain binding upon us and may be accepted at any time before and including that date;
- (e) We, including any subcontractors or service providers for any part of the contract resulting from this procurement process, are eligible to participate in public procurement in accordance with ITC Clause 4.1;
- (f) We, including any associates, Joint Venture partners or Sub-contractors for any part of the contract, have nationals from eligible countries *[insert the nationality of the Firm, including that of all parties that comprise the Tenderer, if the Tenderer is a Joint Venture, consortium or association, and the nationality of each subcontractor]*;
- (g) 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;
- (h) We are not participating, as Tenderers, in more than one Tender in this tendering process;
- (i) We, including any subcontractors do not have any conflict of interest and have not participated in the preparation of the original project for the Procuring Entity;

Part 1: Section 4 Tender Forms

- (j) We, our affiliates or subsidiaries—including any subcontractors for any part of the contract—have not been suspended by ESPPRA from participating in public procurement;
- (k) Our Tender is binding upon us, subject to modifications agreed during any contract negotiations.
- (l) We understand that this Tender, shall not be binding on the Entity until a formal contract is prepared and executed;
- (m) We understand that you are not bound to accept the lowest bid or any other Tender that you may receive;

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 Consultant]*

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

Part 1: Section 4 Tender Forms

4.2 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 code of ethics.

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

Part 1: Section 4 Tender Forms

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; and

(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

4.3 Tenderer References

List of References for similar services executed less than 6 years ago and their contact details.

Part 1: Section 4 Tender Forms

[The information requested is required in the format provided below and should be included by the Tenderer in its Technical submission]

4.4 Description of the Methodology for performing the Assignment

A description of the approach, methodology and work plan for performing the assignment, including a detailed description of the proposed methodology and staffing for training, if the Terms of Reference specify training as a specific component of the assignment.

{Suggested structure of your Tender}:

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

- a) **Technical Approach and Methodology.**{Please explain your understanding of the objectives of the assignment as outlined in the Terms of Reference (TORs), the technical approach, and the methodology you would adopt for implementing the tasks to deliver the expected output(s), and the degree of detail of such output. Please do not repeat/copy the TORs in here.}
- b) **Work Plan.**{Please outline the plan for the implementation of the main activities/tasks of the assignment, their content and duration, phasing and interrelations, milestones (including interim approvals by the Client), and tentative delivery dates of the reports. The proposed work plan should be consistent with the technical approach and methodology, showing your understanding of the TOR and ability to translate them into a feasible working plan. A list of the final documents (including reports) to be delivered as final output(s) should be included here. The work plan should be consistent with the Work Schedule Form.}

Part 1: Section 4 Tender Forms

- c) **Organization and Staffing.**{Please describe the structure and composition of your team, including the list of the Key Experts, Non-Key Experts and relevant technical and administrative support staff.}

Part 1: Section 4 Tender Forms

[The information requested is required in the format provided below and should be included by the Tenderer in its tender]

4.5 Format of Curriculum Vitae for Proposed Key Personnel

CURRICULUM VITAE (CV)

Position Title and No.	{e.g., A-1, TEAM LEADER}
Name of Expert:	{Insert full name}
Date of Birth:	{day/month/year}
Country of Citizenship/Residence	

Education: {List college/university or other specialized education, giving names of educational institutions, dates attended, degree(s)/diploma(s) obtained}

Employment record relevant to the assignment: {Starting with present position, list in reverse order. Please provide dates, name of employing organization, titles of positions held, types of activities performed and location of the assignment, and contact information of previous clients and employing organization(s) who can be contacted for references. Past employment that is not relevant to the assignment does not need to be included.}

Period	Employing organization and your title/position. Contact information for references	Country	Summary of activities performed relevant to the Assignment
{e.g., May 2000-present}	{e.g., Ministry of, advisor/consultant to... For references: Tel...../e-mail.....; Mr. A2 , Project manager}		

Membership in Professional Associations and Publications:

Part 1: Section 4 Tender Forms

Language Skills (indicate only languages in which you can work): _____

4.6 Team Composition and Task Assignment

List of staff members and their task in this service

Part 1: Section 4 Tender Forms

[The information requested is required in the format provided below and should be included by the Tenderer in its Technical document. Tenderer may reproduce this format in landscape format if more practical but are responsible for its accurate reproduction]

4.7 Activity (Work) Schedule

A. Technical Input

	<i>[1st, 2nd, etc. are days from the start of assignment.]</i>											
	1 st	2 nd	3 rd	4 th	5 th	6 th	7 th	8 th	9 th	10 th	11 th	12 th
Activity (Work)												

B. Completion and Submission of Reports and other Deliverables

Reports	Date

4.8 Declaration of Eligibility

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

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

Re Tender Reference

In accordance with the eligibility requirements of the Invitation to Tender documents we hereby declare that: -

- (a) We, including any joint venture partners or consortium partners, are a legal entity and have the legal capacity to enter into the contract.
- (b) We are not insolvent, in receivership, bankrupt or being wound up, our affairs are not being administered by a court or a judicial officer, our business activities have not been suspended and we are not the subject of legal proceedings for any of the foregoing.
- (c) We have fulfilled our obligations to pay taxes and social security contributions.
- (d) We declare that we adhere to basic labour legislation.
- (e) We have not, and our directors or officers have not, been convicted of any criminal offence related to our/their professional conduct or the making of false statements or misrepresentations as to their qualifications to enter into a contract within a period of five years preceding the commencement of the procurement proceedings; and
- (f) I/We declare that we are eligible to participate in the above-mentioned public procurement tender as per paragraphs (a) – (e) above.
- (g) We further declare that we are not Politicians and or Public Officers.
- (h) That we do not have a conflict of interest in relation to the procurement requirement as defined in the Instructions to Tenderers.

Part 1: Section 4 Tender Forms

- (i) I/We are aware that, where it shall be found that any or all of the below mentioned directors of our Company have provided misleading information in preparing this tender document, the tender will be cancelled, and contracts awarded shall be terminated immediately.

Name_____ (In the capacity of) _____

Authorised Representative Signature_____ Date_____

Part 1: Section 4 Tender Forms

4.9 Financial Submission Sheet

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

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

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

We, the undersigned, declare that:

- (a) The total price of our Tender is: *[insert the total tender price in words and figures, indicating the various amounts and the respective currencies]*, inclusive of local taxes;
- (b) The following commissions, gratuities, or fees have been paid or are to be paid with respect to this procurement 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. If none has been paid or is to be paid, indicate "none"]*;

Name and address of Recipient	Purpose/ Reason	Currency and Amount

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]*

4.9.1 Priced Bill of Quantities

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 the provision of Services from that country or any payments to persons or entities in that country.

Procurement Reference Number: EITF2025/007

Terms of Reference

1. BACKGROUND

The Eswatini International Trade Fair (EITF) is an annual event held in August/September. It is a general exhibition that covers products and services of all genres, with participation from small to established businesses.

2. Objective

The objective of this RFP is to locate a suitable Service provider(s) who can provide Electrical Installation Services in preparation for the EITF 2025 Exhibition show.

3. Qualification and Experience

Key personnel

- The service provider should have a minimum of three years' experience in rendering such services in an event holding a minimum capacity of 3000 people and must be able to work under pressure.
- The key personnel/ project manager should have a minimum of 3 years' experience in managing such projects successfully.

4. Hours to be worked

As the EITF 2025 begins on the 29th August 2025, it is the responsibility of the Service Provider(s) to make sure that deadlines are met.

5. Scope of work

Guard house (back entrance)

- Refurbishing existing distribution board with circuit breakers as directed in the BOQ.
- Replacing bathroom globe and external light fitting.
- Replace faulty switch sockets outlets

Part 2: Section 6 Statement of Requirements

SEDCO Pavilion

- Refurbishing the distribution board with circuit breaker as defined in the BOQ.
- Replacing distribution board covers.
- Replace 5ft decorative fittings and 4ft light fitting
- Replace faulty switch socket
- Replacing blown 1200mm fluorescent lighting tubes.
- Replacing light globes to passage, kitchen, and toilets.
- Replacing delapidated switched socket outlets
- Replacing existing extractor fans
- Installing light switches surface mounted to the distribution board

Livestock Pens

- Replacing distribution board 1 with circuit breakers.
- Refurbishing distribution board 1 with circuit breakers.
- Replacing weatherproof switched socket outlets.

Pavilion 1 - 6

- Refurbishing the distribution board with circuit breaker as defined in the BOQ.
- Replacing distribution board covers.
- Replace faulty switch socket
- Replacing blown 1200mm fluorescent lighting tubes.
- Replacing light globes to passage, kitchen, and toilets.
- Replacing dilapidated switched socket outlets.
- Replacing existing extractor fans.
- Replace light fittings
- Installing light switches surface mounted to the distribution board.

Hall 1

- Refurbishing the distribution board with circuit breaker as defined in the BOQ.
- Replacing distribution covers to accommodate CB layout.
- Replacing 1200mm fluorescent tubes.
- Installation of flood lights at the rear end of the pens
- Replacing blown downlight globes.
- Replacement of external lights.

Part 2: Section 6 Statement of Requirements

Hall 2

- Refurbishing the distribution board with circuit breaker as defined in the BoQ.
- Replacing blown 1200mm fluorescent lighting tubes.
- Replacing light globes to passage, kitchen, and toilets.
- Replacing blown down lights.
- Replacing dilapidated switched socket outlets.
- Connecting all socket outlets to earth leakage.
- Installing 3 phase surface mounted switched socket outlets.
- P9000 surface mounted trucking and wires
- Replace and rewire double sockets

Outdoor Arena

- Removing existing kiosks and replace with new weatherproof boards with equipment as defined in the BOQ.
- Installing 3 phase surface mounted switched socket outlets.
- Installing 1 phase surface mounted switched socket outlets.
- Investigating the fault to the high flood lights and remedy.

Restaurant and business area

- Refurbishing the distribution board with circuit breaker as defined in the BOQ.
- Replacing distribution board covers.
- Replacing blown 1200mm fluorescent lighting tubes.
- Replacing light globes to passage, kitchen, and toilets.
- Replace faulty switch sockets
- Replace light fittings
- Replacing dilapidated switched socket outlets.
- Replacing existing extractor fans.

VIP Area

- Replacing light globes to passages external areas and toilets.
- Replacing dilapidated switched socket outlets.
- Replacing broken light switches.

Part 2: Section 6 Statement of Requirements

Grandstand

- Refurbishing the distribution board with circuit breaker as defined in the BoQ.
- Replacing light globes to passages external areas and toilets.
- Replacing dilapidated switched socket outlets.
- Replacing external flood lighting.
- Replace and re-wire damaged socket
- Replace light fittings

6. The Service Provider is required to

- Ensure that all personnel working under this contract are in good health and pose no risk to any employee, customers, and assets.
- Ensure that their Supervisors are always contactable.
- Provide all personnel working under this contract with uniforms, which state the name of the Service Provider so that they can be clearly identified from other Service Providers.
- Ensure that replacement of staff is available should the need arise.
- Provide operational report to EIPA as agreed by both parties.

7. Deliverables

- Immediate reporting of any hazards or major issues and other reports
- Handover of site to relevant authorities once the service is executed

1. GENERAL PROVISIONS

1.1 Definitions

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

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

Part 3: Section 7 General Conditions of Contract

1.2 Law Governing Contract

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

1.3 Language

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

1.4 Notices

1.4.1 Delivery of Notice

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

1.4.2 Change of Address

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

1.5 Location

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

1.6 Authority of Member in Charge

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

1.7 Authorized Representatives

Part 3: Section 7 General Conditions of Contract

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

1.8 Taxes and Duties

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

1.9 Fraud and Corruption

Consultants should be aware that a Consultant who engages in corrupt, collusive or fraudulent practices will have their tenders rejected and may further be subject to prosecution under the laws of Eswatini.

1.9.1 Commission and Fees

It is required that the successful Consultant will disclose any commissions or fees that may have been paid or are to be paid to agents, representatives, or commission agents with respect to the selection process or execution of the contract. The information disclosed must include at least the name and address of the agent, representative, or commission agent, the amount and currency, and the purpose of the commission or fee.

2. COMMENCEMENT, COMPLETION, MODIFICATION AND TERMINATION OF CONTRACT

2.1 Effectiveness of Contract

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

2.2 Commencement of Services

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

2.3 Expiration of Contract

Part 3: Section 7 General Conditions of Contract

Unless terminated earlier pursuant to Clause GCC 2.6, this Contract shall expire at the end of the time period after the Effective Date, as specified in the SCC.

2.4 Modifications or Variations

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

2.5 Force Majeure

2.5.1 Definition

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

2.5.2 No Breach of Contract

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

2.5.3 Extension of Time

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

2.5.4 Payments

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

2.6 Termination

2.6.1 By the Client

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

(a) If the Tenderer does not remedy a failure in the performance of their obligations under the Contract, within thirty (30) days after being notified or within any further period as the Client may have subsequently approved in writing.

(b) If the Service Provider becomes insolvent or bankrupt.

(c) If the Tender in the judgment of the Client has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.

(d) If, as the result of Force Majeure, the Service Provider are unable to perform a material portion of the Services for a period of not less than sixty (60) days.

(e) If the Client, in its sole discretion and for any reason whatsoever, decides to terminate this Contract.

(f) If the Service Provider fails to comply with any final decision reached as a result of arbitration proceedings pursuant to Clause GCC 8 hereof.

2.6.2 By the Service Provider

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

(a) If the Client fails to pay any money due to the Service Provider pursuant to this Contract and not subject to dispute pursuant to Clause GCC 7 hereof within forty-five (45) days after receiving written notice from the Service Provider that such payment is overdue.

Part 3: Section 7 General Conditions of Contract

(b) If, as the result of Force Majeure, the Service Provider is unable to perform a material portion of the Services for a period of not less than sixty (60) days.

(c) If the Client fails to comply with any final decision reached as a result of arbitration pursuant to Clause GCC 8 hereof.

2.6.3 Payment upon Termination

Upon termination of this Contract pursuant to Clauses GCC 2.6.1 or GCC 2.6.2, the Client shall make the following payments to the Service Provider:

(a) Payment pursuant to Clause GCC 6 for Services satisfactorily performed prior to the effective date of termination.

(b) Except in the case of termination pursuant to paragraphs (a) through (c), and (f) of Clause GCC 2.6.1, reimbursement of any reasonable cost incident to the prompt and orderly termination of the Contract, including the cost of the return travel of the Personnel and their eligible dependents.

3. OBLIGATIONS OF THE SERVICE PROVIDER

3.1 General

3.1.1 Standard of Performance

The Service Provider shall perform the Services and carry out their obligations hereunder with all due diligence, efficiency, and economy, in accordance with generally accepted professional standards and practices, and shall observe sound management practices, and employ appropriate technology and safe and effective equipment, machinery, materials and methods.

The Service Provider shall always act, in respect of any matter relating to this Contract or to the Services, as faithful advisers to the Client, and shall at all times support and safeguard the Client's legitimate interests in any dealings with Sub-Consultants or third Parties.

3.2 Conflict of Interests

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

Part 3: Section 7 General Conditions of Contract

3.2.1 Service Provider Not to Benefit from Commissions, Discounts, etc.

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

3.2.2 Service Provider and Affiliates Not to be Otherwise Interested in Project

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

3.2.3 Prohibition of Conflicting Activities

The Service Provider shall not engage and shall cause their Personnel as well as their Sub-Consultants and their Personnel not to engage, either directly or indirectly, in any business or professional activities which would conflict with the activities assigned to them under this Contract.

3.3 Confidentiality

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

3.4 Insurance to be Taken Out by the Service Provider

The Service Provider (a) shall take out and maintain, and shall cause any Sub-Consultants to take out and maintain, at their (or the Sub Consultants', as the case may be) own cost but on terms and conditions approved by the Client, insurance against the risks, and for the coverage, as shall be specified in the

Part 3: Section 7 General Conditions of Contract

SCC; and (b) at the Client's request, shall provide evidence to the Client showing that such insurance has been taken out and maintained and that the current premiums have been paid.

3.5 Service Provider's Actions Requiring Client's Prior Approval

The Service Provider shall obtain the Client's prior approval in writing before taking any of the following actions:

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

3.6 Reporting Obligations

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

3.7 Documents Prepared by the Property of the Client

- (a) All plans, drawings, specifications, designs, reports, other documents, and software submitted by the Service Provider under this Contract shall become and remain the property of the Client, and the Service Provider shall, not later than upon termination or expiration of this Contract, deliver all such documents to the Client, together with a detailed inventory thereof.
- (b) The Service Provider may retain a copy of such documents and software. Restrictions about the future use of these documents, if any, shall be specified in the SCC.

4. SERVICE PROVIDER'S PERSONNEL

4.1 Description of Personnel

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

Part 3: Section 7 General Conditions of Contract

4.2 Removal and/or Replacement of Personnel

(a) Except as the Client may otherwise agree, no changes shall be made in the Key Personnel. If, for any reason beyond the reasonable control of the Service Provider, such as retirement, death, medical incapacity, among others, it becomes necessary to replace any of the Key Personnel, the Service Provider shall provide as a replacement a person of equivalent or better qualifications. (b) If the Client finds that any of the Personnel have (i) committed serious misconduct or have been charged with having committed a criminal action, or (ii) have reasonable cause to be dissatisfied with the performance of any of the Personnel, then the Service Provider shall, at the Client's written request specifying the grounds thereof, provide as a replacement a person with qualifications and experience acceptable to the Client. (c) The Service Provider shall have no claim for additional costs arising out of or incidental to any removal and/or replacement of Personnel.

5. OBLIGATIONS OF THE CLIENT

5.1 Assistance and Exemptions

The Client shall use its best efforts to ensure that the Government shall provide the Service Provider such assistance and exemptions as specified in the SCC.

5.2 Change in the Applicable Law Related to Taxes and Duties

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

5.3 Services and Facilities

The Client shall make available free of charge the Services and Facilities listed under Appendix F to the Service Provider.

6. PAYMENTS TO THE TO THE SERVICE PROVIDER

6.1 Lump-Sum Payment

The total payment due to the to the Service Provider shall not exceed the Contract Price which is an all-inclusive fixed lump-sum covering all costs required to carry out the Services described in Appendix A.

Part 3: Section 7 General Conditions of Contract

Except as provided in Clause 5.2, the Contract Price may only be increased above the amounts stated in Clause 6.2 if the Parties have agreed to additional payments in accordance with Clause 2.4.

6.2 Contract Price

(a) The price payable in foreign currency/currencies is set forth in the SCC.

(b) The price payable in local currency is set forth in the SCC.

6.3 Payment for Additional Services

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

6.4 Terms and Conditions of Payment

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

7. GOOD FAITH

7.1 Good Faith

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

8. SETTLEMENT OF DISPUTES

8.1 Amicable Settlement

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

Part 3: Section 7 General Conditions of Contract

8.2 Dispute Resolution

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

Part 3: Section 8 Special Conditions of Contract

The following Special Conditions of Contract (SCC) shall supplement the General Conditions of Contract (GCC). Whenever there is a conflict, the provisions herein shall prevail over those in the GCC.

GCC clause reference	Special Conditions of Contract
	The Procurement Reference Number is: EITF2025/007
GCC 5.1	Law: The Contract shall be governed by the Laws of Eswatini .
GCC 21.2	Payment currencies: Payment's currency shall be Lilangeni
GCC 24.1	Documentation for Payment: The following documentation shall be required to support claim requesting payments: Tax Invoice and a Statement
GCC 36.1	Joint Venture requirements: The individuals or firms in a joint venture, consortium or association shall be jointly and severally liable.

BILLS OF QUANTITIES

ITEM NO	DESCRIPTION	UNIT	QUANTITY	RATE
	Preliminary and General			
1	Guard house			
	Lights			
	Double socket outlet	No	1	
	LED Globe 12W ES OSRAM	No	1	
	GU10 5W LED Globe	No	1	
	PL18w 2 pin lamp	No	2	
	External light fitting	No	1	
	Bathroom globe	No	1	
	Distribution Boards			
	Proper labelling of the distribution board	No	1	
	Close up open spaces with blanks	Item	1	
	30A Earth leakage DP 5kA Circuit breaker	No	1	
	30A SP 5kA Circuit breaker	No	4	
2	SEDCO PAVILLION			
	Lights			
	1200mm fluorescent tubes	No	10	
	5Ft LED Fluorescent tube	No	10	
	CFL tube 9W	No	6	
	5Ft Double LED Fluorescent fitting	No	4	
	Down light globes	No	3	
	Single 2 Ft fluorescent fitting	No	1	
	Single 2 Ft LED Tube	No	1	
	Light switches			
	One lever one way switch	No	4	
	4x2 Extension box for the switch in the DB	No	3	
	Switched socket outlets			
	Single socket outlet	No		
	Double socket outlet	No	4	
	Extractor fans	No	3	
	Distribution Boards			
	60A SP 5kA Circuit breaker	No	4	
	60A Earth leakage DP 5kA Circuit breaker	No	1	
	10A SP Circuit breaker	No	4	
	Close up open spaces with blanks	Item	1	

Proper labeling of the distribution boards	No	1
Distribution Boards covers to accommodate CB la	No	1

3 **Livestock Pens**

Light Switch

1 Lever 2 way switch	No	1
4x2 York box	No	1
5Ft LED Fluorescent tube	No	22
200W LED Flood light fittings	No	4

Distribution Boards 1

60A SP 5kA Circuit breaker	No	1
60A Earth leakage DP 5kA Circuit breaker	No	1
10A SP Circuit breaker	No	3
20A SP Circuit breaker	No	4

Distribution Boards 2

60A SP Circuit breaker	No	1
60A Earth leakage DP 5kA Circuit breaker	No	1
Close up open spaces with blanks	Item	1
Proper labeling of the distribution boards	No	1

Switched socket outlets

Single socket outlet	No	2
Double socket outlet	No	2

4 **Pavillion 1**

Lights

1200mm fluorescent tubes	No	
5Ft LED Fluorescent tube	No	44
CFL tube 9W	No	5
Down light globes	No	
Single 2 Ft fluorescent fitting	No	1
Single 2 Ft LED Tube	No	1
Globes to high bay light fittings	No	5

Light Switches

One Lever One way switch	No	4
4x2 Extension box	No	4

Switched socket outlets

Single socket outlet	No	
Double socket outlet	No	6
Extractor fans	No	3

Distribution Boards

60A SP 5kA Circuit breaker	No	1
100A Earth leakage DP 5kA Circuit breaker	No	
10A SP Circuit breaker	No	3
20A SP Circuit breaker	No	1
63A Earth leakage	No	1
Close up open spaces with blanks	Item	1
Proper labeling of the distribution boards	No	1
Distribution Boards covers to accommodate CB la	No	1

5

Pavillion 2**Lights**

1200mm fluorescent tubes	No	
5Ft LED Fluorescent tube	No	44
CFL tube 9W	No	4
Down light globes	No	
Single 2 Ft fluorescent fitting	No	1
Single 2 Ft LED Tube	No	1
Globes to high bay light fittings	No	5

Light Switches

One Lever One way switch	No	4
4x2 Extension box	No	4

Switched socket outlets

Single socket outlet	No	
Double socket outlet	No	4
Extractor fans	No	3

Distribution Boards

60A SP 5kA Circuit breaker	No	1
100A Earth leakage DP 5kA Circuit breaker	No	
10A SP Circuit breaker	No	2
63A Earth leakage	No	1
Close up open spaces with blanks	Item	1
Proper labeling of the distribution boards	No	1
Distribution Boards covers to accommodate CB la	No	1

6

Pavillion 3**Lights**

1200mm fluorescent tubes	No	
5Ft LED Fluorescent tube	No	44
5Ft double LED light fitting		4
CFL tube 9W	No	2

Down light globes	No	
Single 2 Ft fluorescent fitting	No	1
Single 2 Ft LED Tube	No	1
Globes to high bay light fittings	No	5

Light Switches

One Lever One way switch	No	4
4x2 Extension box	No	4

Switched socket outlets

Single socket outlet	No	
Double socket outlet	No	6
Extractor fans	No	3

Distribution Boards

60A SP 5kA Circuit breaker	No	1
100A Earth leakage DP 5kA Circuit breaker	No	
10A SP Circuit breaker	No	2
63A Earth leakage	No	1
20A SP Circuit breaker		2
Close up open spaces with blanks	Item	1
Proper labeling of the distribution boards	No	1
Distribution Boards covers to accommodate CB la	No	1

7 Pavillion 4

Lights

1200mm fluorescent tubes	No	
5Ft LED Fluorescent tube	No	44
CFL tube 9W	No	4
Down light globes	No	3
Single 2 Ft fluorescent fitting	No	1
Single 2 Ft LED Tube	No	1
Globes to high bay light fittings	No	5

Light Switches

One Lever One way switch	No	5
4x2 Extension box	No	4

Switched socket outlets

Single socket outlet	No	
Double socket outlet	No	4
Extractor fans	No	3

Distribution Boards

60A SP 5kA Circuit breaker	No	1
100A Earth leakage DP 5kA Circuit breaker	No	

63A Earth leakage	No	1
Close up open spaces with blanks	Item	1
Proper labeling of the distribution boards	No	1
Distribution Boards covers to accommodate CB la	No	1

8 Pavillion 5

Lights

1200mm fluorescent tubes	No	
5Ft LED Fluorescent tube	No	44
CFL tube 9W	No	8
Down light globes	No	
2 Ft fluorescent fitting	No	1
2 Ft LED Tube	No	1
Globes to high bay light fittings	No	5

Light Switches

One Lever One way switch	No	5
4x2 Extension box	No	4

Switched socket outlets

Single socket outlet	No	
Double socket outlet	No	6
Extractor fans	No	3

Distribution Boards

60A SP 5kA Circuit breaker	No	1
100A Earth leakage DP 5kA Circuit breaker	No	
10A SP Circuit breaker	No	3
63A Earth leakage	No	1
20A SP Circuit breaker		2
Close up open spaces with blanks	Item	1
Proper labeling of the distribution boards	No	1
Distribution Boards covers to accommodate CB la	No	1

9 Pavillion 6

Lights

1200mm fluorescent tubes	No	
CFL tube 9W	No	2
GU10 Globes		2
Down light globes	No	2
2 Ft fluorescent fitting	No	1
2 Ft LED Tube	No	1
Globes to high bay light fittings	No	5

Light Switches

One Lever One way switch	No	5
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4x2 Extension box	No	5
Switched socket outlets		
Single socket outlet	No	14
Double socket outlet	No	4
Extractor fans	No	3
Distribution Boards		
60A SP 5kA Circuit breaker	No	1
100A Earth leakage DP 5kA Circuit breaker	No	
10A SP Circuit breaker	No	1
63A Earth leakage	No	1
20A SP Circuit breaker		2
Close up open spaces with blanks	Item	1
Proper labeling of the distribution boards	No	1
Distribution Boards covers to accommodate CB la	No	1

10

Hall 1

Lights

1200mm fluorescent tubes	No	
5Ft double Fluorescent tube	No	154
CFL tube 9W	No	44
Down light globes	No	46
External lights	No	

Light Switches

One Lever One way industrial switch	No	4
4x2 blank cover	No	4
50W LED Flood light	No	2
100W LED Flood light	No	4
12W LED globe BC OSRAM	No	12
GU 10 Globes	No	36
GU 10 Lamp holder	No	5
Extractor fan in toilets	No	17
Daylight switch	No	3

Switched socket outlets

Single socket outlet	No	15
Double socket outlet	No	17
3 Phase socket outlet	No	8
63A Welding socket outlet	No	2
P9000 surface mounted trunking with 4mm+ earth wiring	m	
Cable & Conduit for above feeds No trunking	No	450
4X4 Gem box steel	No	6
Extension box	No	4

Padlocks	No	3
Chasing for socket outlets	No	6
Distribution Boards		
100A SP 5kA Circuit breaker	No	1
100A Earth leakage DP 5kA Circuit breaker	No	
63A Circuit Breaker	No	4
63A TP Circuit Breaker	No	2
63A Earth leakage SP	No	5
30A TP Circuit Breaker	No	7
30A SP Circuit Breaker		4
20A SP Circuit Breaker	No	10
10A SP Circuit Breaker		12
Close up open spaces with blanks	Item	1
Proper labeling of the distribution boards	No	3
Distribution Boards covers to accommodate CB layo	No	1

11

Hall 2

Lights

1200mm fluorescent tubes	No	
5 Ft fluorescent tubes	No	182
CFL tube 9W	No	31
GU10 Lamp holder	No	6
Down light globes	No	20
Down light globes fitting	No	1
2 Ft fluorescent fitting	No	6
2 Ft LED Tube	No	6
External lights	No	5
ES Globes 9W	No	12
Globes to high bay light fittings	No	4
Down light to toilets	No	

Light Switches

Four Lever One way switch	No	1
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Switched socket outlets

Single socket outlet	No	15
Double socket outlet	No	6
Extractor fans	No	8
Medium pedlock	No	3

Distribution Boards

60A SP 5kA Circuit breaker	No	1
100A Earth leakage DP 5kA Circuit breaker	No	
30A SP Circuit breaker		2
10A SP Circuit breaker	No	2

63A Earth leakage	No	2
20A SP Circuit breaker		8
Close up open spaces with blanks	Item	1
Proper labeling of the distribution boards	No	3
Distribution Boards covers to accommodate CB la	No	1

12

Grand Stand

Lights

1200mm fluorescent tubes	No	
CFL tube 9W	No	26
Down light globes GU10	No	23
CFL tube 6W toilets	No	7
Down light globes toToilets	No	4
External flood lights	No	1
Day light switch	No	2
Lamp holder for the downlight globes	No	14
Medium pedlock		2

Light Switches

One Lever One way switch	No	1
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Switched socket outlets

Single socket outlet	No	11
Extractor fans	No	2

Distribution Boards

60A SP 5kA Circuit breaker	No	
60A Earth leakage DP 5kA Circuit breaker	No	1
10A SP Circuit breaker	No	2
20A SP Circuit breaker		1
Close up open spaces with blanks	Item	1
Proper labeling of the distribution boards	No	1

13

Restaurant and Business area

Lights

1200mm fluorescent tubes	No	10
CFL tube 9W	No	20
Down light globes	No	12
2 Ft fluorescent fitting	No	3
2 Ft LED Tube	No	3
Globes to high bay light fittings	No	5
Ballfitting 6 +base	No	1
Medium pedlock-DB	No	3

Light Switches

One Lever One way switch	No	3
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Switched socket outlets

Single socket outlet	No	4
Double socket outlet	No	5
Extractor fans	No	3

Distribution Boards

60A SP 5kA Circuit breaker	No	3
60A Earth leakage DP 5kA Circuit breaker	No	3
10A SP Circuit breaker	No	2
20A SP Circuit breaker		3
Close up open spaces with blanks	Item	1
Proper labeling of the distribution boards	No	3
Distribution Boards covers to accommodate CB la	No	1

14

Out Door Arena

Lights

High mast flood lights	No	1
1000A Halogen lamp supplied and installed	No	7
32A Welding socket 5 pin supplied and installed	No	10
16A Welding socket outlet supplied and installed	No	10
63A Welding socket 5 pin supplied and installed	No	2
Padlock to lock the DBs	No	12
Enclosure box supplied and installed for external socket outlet	No	24
4Ft Earth Spike for the kiosk outside	No	4

Distribution Boards

Two compartmental distribution board		
100A TP 5kA Circuit breaker	No	
60A Earth leakage DP 5kA Circuit breaker	No	6
63A Circuit Breaker TP	No	1
63A Circuit Breaker DP	No	3
40A SP Circuit Breaker DP	No	3
30A TP 5kA Circuit Breaker	No	19
30A SP Circuit Breaker	No	3
20A SP Circuit Breaker	No	12
10A SP Circuit Breaker	No	2
National daylight switch	No	2
LED Globes 12W	No	26
Lamp holder	No	4
Single socket outlet	No	
Double socket outlet in the york box	No	16
60A Isolator	No	1
3 Phase socket outlet	No	3

Plug top radiant 16A Black	No	2
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15

VIP AREA

Lights

CFL tube 9W	No
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CFL tube 6W	No
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Down lights to toilets	No
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Light Switches

One Lever One way switch	No
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Switched socket outlets

Single socket outlet	No
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Double socket outlet	No
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Extractor fans	No
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SUB-TOTAL "A"

Allow 10% for Contingencies on the above sub-total
to be used as directed by the Principal Agent or
deducted in whole or in part if not required

SUB-TOTAL "B"

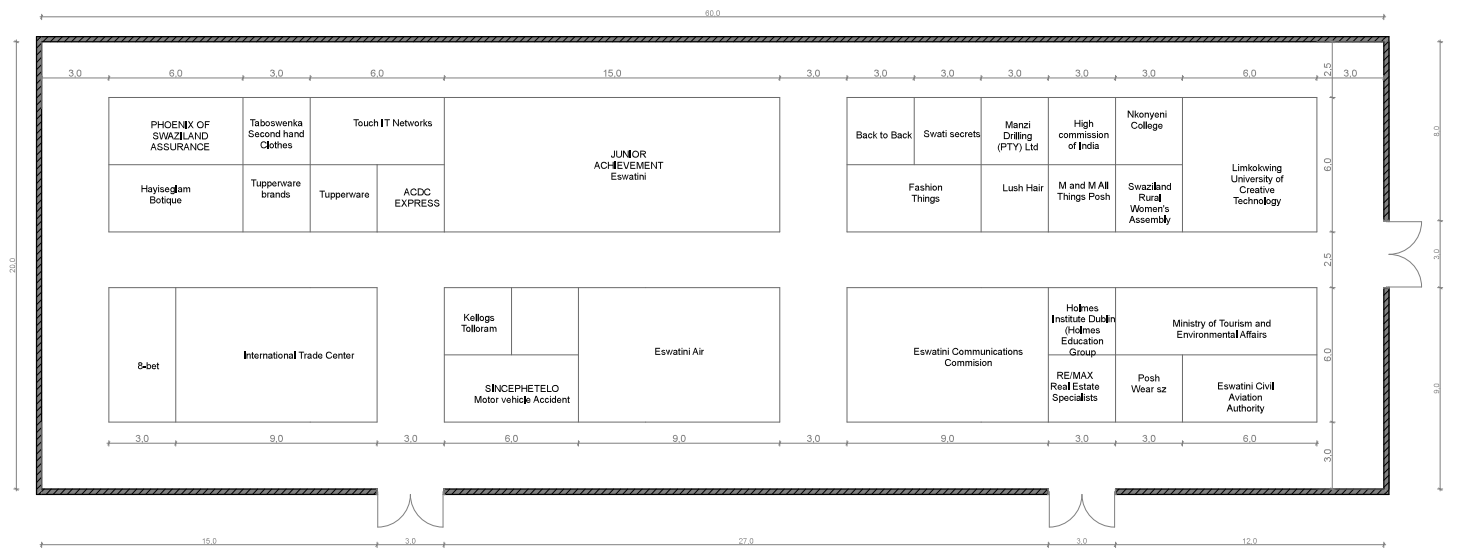
Allow for Statutory Construction Levy @ 1%

SUB-TOTAL "C"

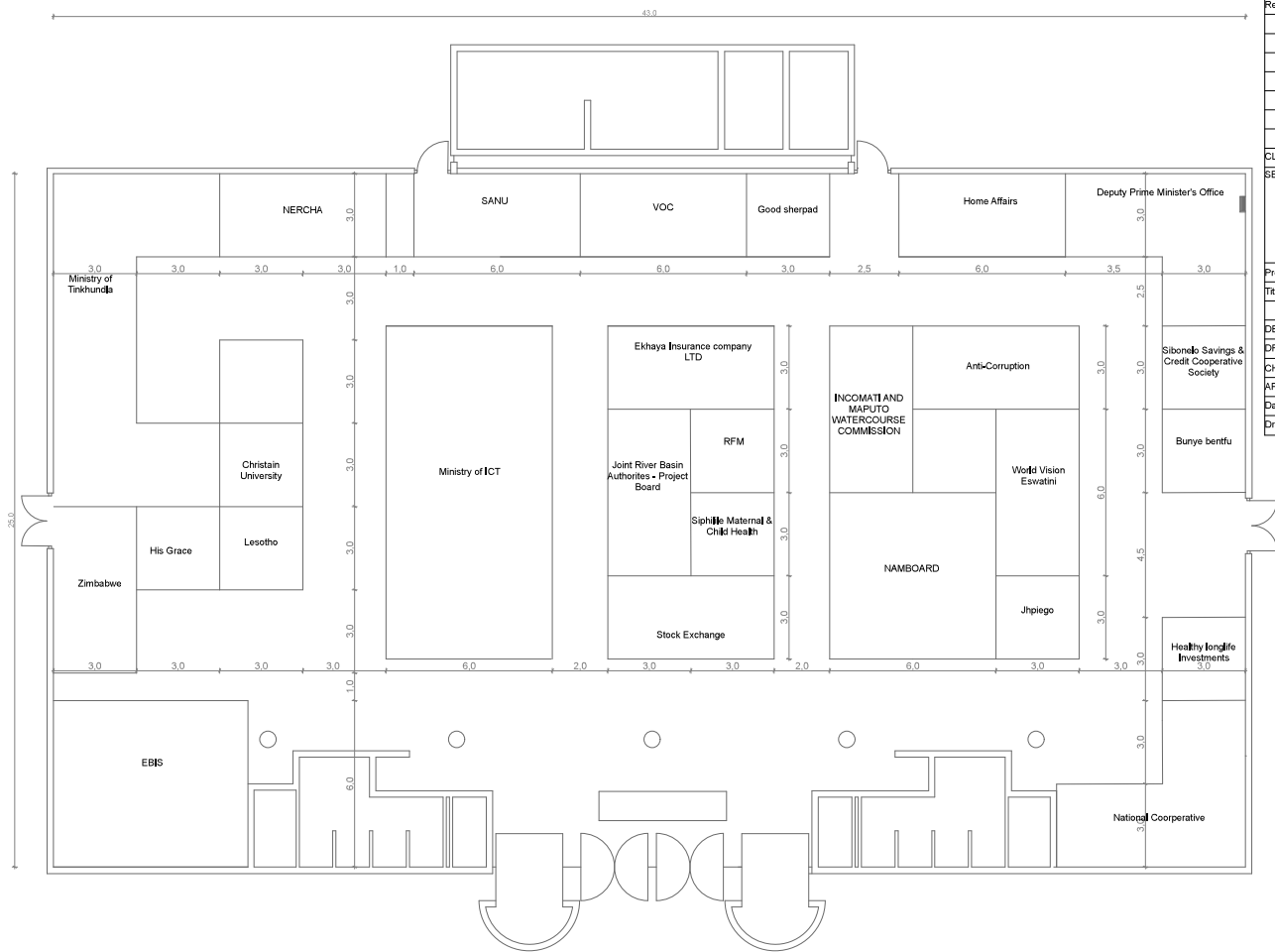
VALUE ADDED TAX (VAT) @ 15%

TOTAL "D"

AMOUNT



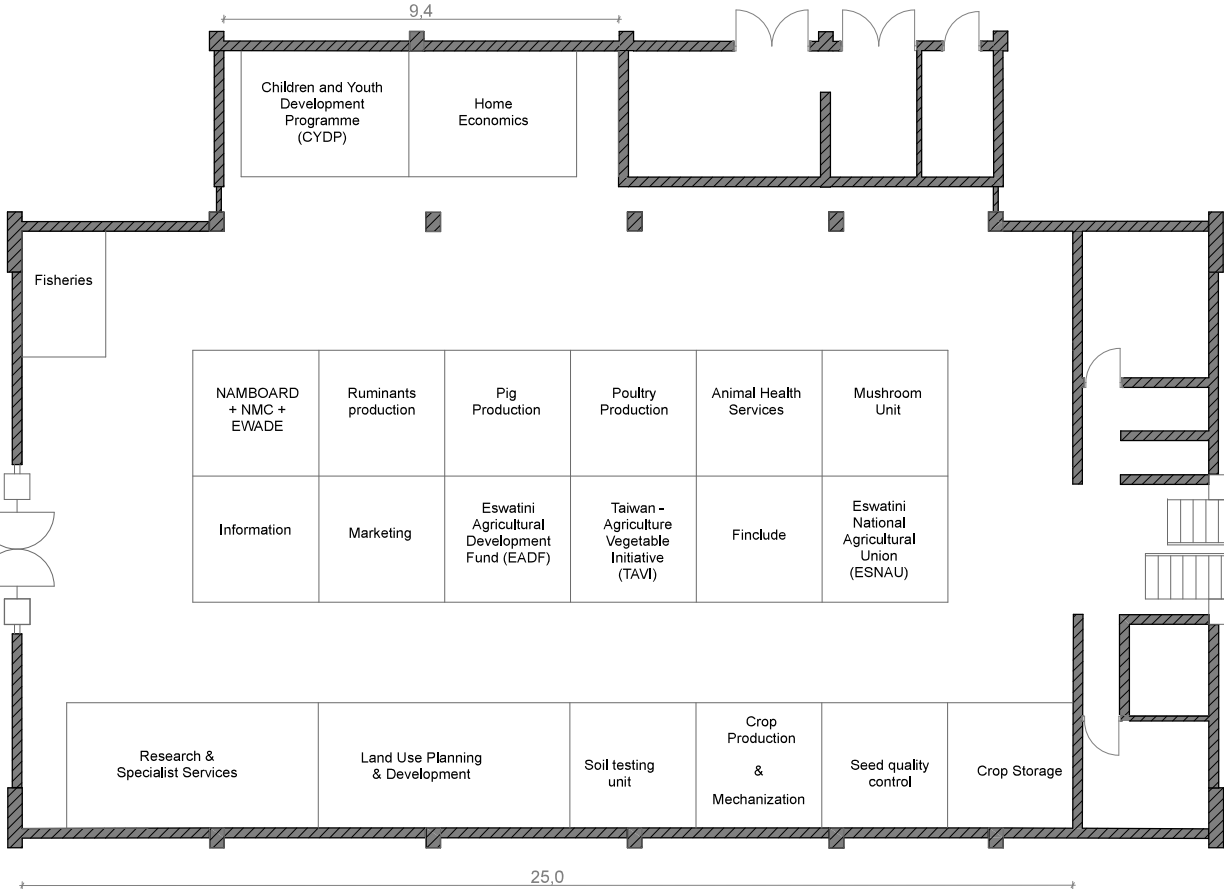
COPY RIGHT: Copyrights reserved			CLIENT: EIPA	Project: Eswatini International Trade Fair (EITF) layout
AMENDMENTS: by Mr. Mntsi			SERVICE PROVIDER:	Title: The GRAND MARQUEE
Rev:	Description:	Date:	Emveyo Systems (pty) Ltd Lomalinga Building Morija 4 Du-Roi Street Manzini +268 2025 9544 +268 7832 3090/76233388 info@emveyosystems.com	DESIGNED BY : Mhlomo Melusi N.
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				CHECKED BY : Mr. Salobona Ntshato
				APPROVED BY : Mr. Sibutso Mntsi
				Date: 27/07/2024
				Drawing #: 0001 A3



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Title: MTEC - HALL 2		
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DRAWN BY : Mkhongo Mkhosi N.		
CHECKED BY : Mr Salebona Nxumalo		
APPROVED BY : Mr Sibusiso Mnisi		
Date: 27/07/2024		
Drawing #: 0001		A3

MTEC - HALL 2

4.3
14.2



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CHECKED BY : Mr Salibona Nxumalo		
APPROVED BY : Mr Silusiso Misi		
Date: 9/8/2024		
Drawing #: 0002		
At		