



REQUEST FOR PROPOSALS
FOR
OUTDOOR ARENA STAGE, LIGHTS AND SOUND SYSTEM
REFERENCE NUMBER: RFP 7/EITF/2019

RFP ISSUANCE: 20 May 2019

RFP CLOSING: 28 June 2019



INVITATION

REQUEST FOR PROPOSALS (RFP)-OUTDOOR ARENA STAGE, LIGHTS AND SOUND SYSTEM

RFP NUMBER: TENDER NUMBER: 7/EITF/2019

The Eswatini Investment Promotion Authority (EIPA) invites sealed Proposals for OUTDOOR ARENA STAGE, LIGHTS AND SOUND SYSTEM for the duration of the Eswatini International Trade Show. The 'Request for Proposals' document can be obtained at EIPA Offices, Finance Department, 1st Floor, Sibekelo Building 1, Mhlambanyatsi Road.

The Authority seeks to engage a reputable Company to provide outdoor arena stage, lights and sound system.

The proposal shall consist of a Technical Proposal and a Financial Proposal, which shall be in separate sealed envelopes marked "**Technical Proposal – RFP 7/EITF/2019**" and "**Financial Proposal – RFP 7/EITF/2019**", respectively. The two envelopes must be enclosed in a sealed outer envelope, which shall be marked: "**Request for Proposal: OUTDOOR ARENA STAGE, LIGHTS AND SOUND SYSTEM for the duration of the Eswatini International Trade Show for EIPA, RFP 7/EITF/2019- Do Not Open before 12:00 hours (Eswatini time) on FRIDAY 28 JUNE 2019**" and addressed to "**The Secretary to The Tender Management Committee, Eswatini Investment Promotion Authority, 1st Floor, Sibekelo Building 1, Mhlambanyatsi Road, Mbabane**". Failure to mark the envelope clearly and accurately may result in rejection of the application.

The Proposal must be deposited in the Tender Box situated in the **Eswatini Investment Promotion Authority offices, 1st Floor, Sibekelo Building 1, Mhlambanyatsi Road, Mbabane** at the latest by **12:00 hours (Eswatini time) on Friday 28 June 2019**". Late tenders and tenders received by telegram, facsimile, email or similar medium will not be considered.

Requests for clarification, which must be in writing, should be addressed, via email, to procurement@sipa.org.sz. The Authority will strive to promptly respond in writing via e-mail to any requests for clarification up until close of business on **Thursday June 28th**. Written copies of the Authority's response (including an explanation of the query but without identifying the source of inquiry) will be sent to all prospective Bidders.

For administrative and technical enquiries, please contact the Secretary to the Tender Management Committee in writing at E-mail: procurement@sipa.org.sz



REQUEST FOR PROPOSAL-OUTDOOR ARENA STAGE, LIGHTS AND SOUND SYSTEM FOR EITF 2019

TENDER NO.: 7/EITF/2019

1. Background

The Swaziland International Trade Fair 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. It is open to both the private and public sector; however more focus is on increased participation of the private sector, which is the main driver of the economy of Swaziland.

The exhibition provides a platform for manufacturers, merchandise traders, investors, importers, exporters and trade management service providers in government, finance and business to showcase their products and services to key buyers and potential trading partners. Not only is the focus on local business people but it is also open to traders from other countries. Some of the participating countries come from SADC, COMESA and overseas.

Participation (exhibitors)

The fair is open to both the private and public sector, with the primary focus being in increased private sector participation as the main driver for economic development. Over the years the fair has seen 100% take up of exhibition space mainly by private enterprises. Some of the foreign participating countries come from SADC, COMESA and overseas.

Visitors

The trade fair attracts a total of over 30,000 visitors some of whom are people who are in a decision making process in their respective organizations. As most of the visitors tend to buy on the spot, this gives exhibitors improved cash flows as well as follow up business after the show. To increase the number of visitors, particularly children, EITF has designated all days as entrance free.

Tenders are therefore invited from suitably qualified vendors for the OUTDOOR ARENA STAGE, LIGHTS AND SOUND SYSTEM for EITF 2019.

2. General Objective

The objective of the expression of interest is to find suitable vendors for sound and PA system to render services for EIPA for the duration of the Eswatini International Trade Fair 2019.

3. Scope of works



- Provide stage lights and sound for four days during the EITF
- Provide PA system and sound for official opening at business centre, arena and hall 1

4. Methodology

The bidder is required to provide a brief method statement on how the work will be done.

5. Company profile and statutory documents

The proposal should have the following documents

1. Company profile(s)
2. Consortium agreement where applicable
3. List of similar projects
4. Three reference letters from previous and / or current clients
5. Tenderers must provide full list of the equipment that will be used
6. Curriculum vitae of the key personnel, listing similar projects done
7. The following statutory documents should be submitted together with those highlighted in the datasheet at the end of the document
 - Original and Valid Tax Compliance Certificate
 - Certified copy of 2019 (current year) trading licence

6 Timelines

Bidders are required to provide a provisional works program (Gantt Chart) starting from contract signing up to the completion of the work.

7. Evaluation Methodology

The evaluation will be separated into two parts. First will be the technical evaluation after which the financial evaluation will be done for those contractors that surpass the minimum accepted score for technical proposals.

The weights to be used for the evaluation are as follows:

- Technical – 60%
- Financial – 40%

a. Technical Evaluation



Table1: Technical Evaluation

Description	Score (100)
Company Experience on similar projects	50
Experience of key personnel on similar projects	50
Total	100
Minimum required score	70

b. Financial Evaluation

With regards to the financial evaluation, the lowest priced Bid will be allocated the maximum points. All other Bids will obtain proportionately lower points based on the following formula:

$$PS_B = \frac{P_{min}}{P_B} \times PS_{price}$$

Where:

PS_B is the point score for price calculated for Bid;

P_{min} is the price of the lowest Bid;

P_B is the price of Bid; and

PS_{price} is the allocated points for price

The following financial summary should be provided:

c. Final Evaluation

- The weighted technical and financial scores shall be added together to give a total score for each proposal
- Proposal with highest score shall be recommended for award.

1. INSTRUCTIONS TO TENDER

1.1 Introduction

- **Employer**

The Eswatini Investment Promotion Authority, hereinafter referred to as “the Employer”, is a parastatal company responsible for hosting the EITF. The Employer’s address is:

Eswatini Investment Promotion Authority
 P.O. Box 4194
 Mbabane

1st floor, Sibekelo Building
 Mhlambanyatsi Road



H100
Eswatini
Telephone: +268 404 0470/2
Facsimile: +268 404 3374

Mbabane
Eswatini

- **Scope of Tender**

Eligible Tenders are invited to submit bids for the Project. The Project covers outdoor arena stage, lights and sound system for the duration of EITF 2019.

- **Eligible Tenderers**

The invitation to tender is open to suitably qualified and capable vendors with a track record and financial backing to deliver the project.

- **Subcontractors**

It is an expectation that specialised work be subcontracted to suitably qualified local Subcontractors.

- **Cost of Tendering**

The Tenderer shall bear all costs associated with preparation and submission of its Tender, and the Employer will in no case be responsible or liable for those costs, regardless of the outcome of the tendering process.

1.2 Tender Documents

- **Modifications**

Tenderers shall not make any modifications to the Tender Document. Should a Tenderer notice any clause or item which he considers necessary to be changed, he shall notify the Procurement Department in writing, and the Procurement Department will in turn investigate and reply in writing.

- **Checking of Tender Documents**

On receipt of the Tender Documents, the Tenderer must prior to submitting his Tender, check all the Tender Documents and should any difference or discrepancy between or in the Specification be detected by the Tenderer, he shall seek in writing a decision also in writing of the Procurement Department on the true intent and meaning of the Tender documents as the Employer cannot be held liable for the additional cost of extra work that may be caused as a result thereof.

- **Clarification of Tender Document**

A prospective Tender requiring any clarification of the Tender Documents may notify the procurement department in writing to this email address: procurement@sipa.org.sz

The procurement department will respond in writing to any request for clarification of the Tender Documents, which it receives no later than one week prior to the deadline for submission of Tenders prescribed by the Employer. Written copies of the procurement department's response (including an explanation of the query but without identifying the source of the inquiry will be sent to all prospective Tenderers who have received the Tender Document.



- **Amendment of Tender Document**

At any time prior to the deadline for submission of Tenders, the Employer may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Tenderer, modify the Tender Documents by amendment. If this modification occurs later than one week before the deadline for the submission Tenders, the Employer has the right of extending the deadline for the submission in order to give other Tenderers the necessary time for considering the modifications in the preparation of their Tenders.

The amendment will be notified in writing or by cable (hereinafter, term cable is deemed to include Electronic Data Interchange (EDI), telex or facsimile) to all prospective Tenderers, which have received the Tender Document and will be binding to them.

- **Tender Documents and Ownership**

The Tender Documents which have been made available to Tenderers are the property of the Employer and shall be returned to the Procurement Department whether or not a Tender is submitted.

- **Documents Confidential**

Tenderers shall treat the details of the Tender Documents as confidential, whether they submit a Tender or not.

1.3 Preparation of Tenders

- **Language of Tender**

The Tender prepared by the Tenderer and all correspondences and documents relating to the Tender exchanged by the Tenderer and the Employer, shall be written in the English language, provided that any printed literature furnished by the Tenderer may be written in another language on condition that it is accompanied by an English translation in which case, for purposes of interpretation of the Tender, the English translation shall govern.

- **Tender Prices**

Tenders shall quote for the facilities on a “single responsibility” basis such that the total Tender Price covers all the Contractor’s obligations mentioned in or to be reasonably inferred from the Tender Documents in respect to the works and subcontracting if any, delivery, construction, installation and completion of facilities. Items against which no price is entered by the Tenderer will not be paid for by the Employer when executed and shall be deemed to be covered by the prices for other items.

Prices quoted by the Tender shall be **FIXED** for the duration of the Contract and will not be subject to the adjustments for change in cost. **A Tender submitted with an adjustable price quotation will be treated as non-responsive and rejected.**

All taxes including VAT, levies and custom duties etc, as applicable to the Works and determined 28 (twenty-eight) days prior to Tender submission, shall be deemed included in the Tender Prices. If there are or may be exemptions from levies, customs duties, tax, etc applicable to any aspect of the works, the Tenderer must make his own arrangements thereof, as the tender price shall be regarded as comprehensive.

The Tenderer, if registered in Eswatini, is liable for income tax or other national or local taxes applicable in the country in connection with the execution of the Contract.



- **Tender Currencies**

Tender prices shall be quoted in Emalangenzi (SZL). The point of payment will be Eswatini.

- **Period of Validity**

The Tender shall remain valid for **60** (Sixty) days after the Tender closing date. A Tender valid for a shorter period shall be rejected by the Employer as being non-responsive.

In exceptional circumstances the Employer may solicit the Tenderer's consent to an extension of the Tender validity period. The request and responses thereto shall be made in writing or by cable. A Tenderer granting the request will not be required or permitted to modify its Tender.

- **Format and Signing of Tender**

The Tenderer shall prepare one original and two complete copies of the Tender (Technical and financial) and clearly marking each one respectively as "**Original Tender**", "**Copy No. 1**" "**Copy No.2**" and "**Copy No. 3.**" In the Event of any discrepancy between them, the original shall govern.

The original and all copies of the Tender, each consisting of the documents listed above shall be typed or written in indelible ink and shall be signed by the Tenderer or person or persons duly authorised to bind the Tenderer to the Contract. The latter authorisation shall be indicated by written power of the attorney accompanying the Tender and submitted as Attachment 2 to the Tender. All pages of the Tender except for un-amended printed literature shall be initialled by the person or persons signing the Tender.

The Tender shall contain no alterations, omissions or additions, unless such corrections are initialled by the person or persons signing the Tender.

- **Non-conformities, Errors, and Omissions**

- i. Provided that a Tender is substantially responsive, the Purchaser may waive any non-conformities or omissions in the Tender that do not constitute a material deviation.
- ii. Provided that a Tender is substantially responsive, the Purchaser 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 or waive such minor deviations or omissions. 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.
- iii. Provided that the Tender is substantially responsive, the Purchaser shall correct arithmetical 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 Purchaser 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.
- iv. If the Tenderer that submitted the lowest evaluated Tender does not accept the correction of errors, its Tender shall be disqualified and its Tender security shall be returned.



1.4 Submission of Tenders

- **Sealing and Marking**

The Tenderer shall Seal the Original and each Copy of the Tender in separate envelopes, duly marking the envelopes as “Original Tender”, “Copy No.1” “Copy No. 2”and “Copy No.3.” The envelopes shall then be sealed in an outer envelope. This should be done for the technical proposal and financial proposal, ie the technical and financial should be in separate envelopes.

The inner and outer envelopes shall:

Be addressed to the Employer at the address given, and

Bear the Tender Number and the statement “**DO NOT OPEN BEFORE**” and the closing date for Tendering, excluding any notice allowing identification of the Tenderer.

If the outer envelope is not sealed and marked as requested, then the Employer will assume no responsibility for the Tender’s misplacement or premature opening. If the outer envelope discloses the identity of the Tenderer, the Employer will not guarantee the anonymity of the Tender submission, but this disclosure will not constitute grounds for Tender rejection.

- **Deadline for Submission of Tenders**

Tenders must be received by the Employer at the address no later than the time and date stated in the Invitation for Tender.

The Employer may, at its discretion, extend this deadline for submission of Tenders by amending the Tender Documents in which case all rights and obligations of the Employer and Tenderers will thereafter be subject to the deadline as extended.

- **Late Tenders**

Any Tender received by the Employer after the Tender submission deadline prescribed by the Employer will be rejected and returned unopened to the Tenderer.

- **Modification and Withdrawal from Tenders**

The Tenderer may modify or withdraw its Tender after submission, provided that written notice of the modification or withdrawal is received by the Employer prior to the deadline prescribed for Tender submission.

The Tenderer’s modifications shall be prepared, sealed, marked and dispatched as follows:

The Tender shall provide an original and the number of copies specified of any modifications to its Tender, clearly identified as such, in two inner envelopes duly marked “Tender Modification

- Original” and “Tender Modification – Copies.” The inner envelopes shall be sealed in an outer envelope, which shall be duly marked “Tender Modifications.”

A Tenderer wishing to withdraw its Tender shall notify the Employer in writing prior to the deadline prescribed for Tender submission.

The notice of withdrawal shall:

Be addressed to the Employer at the address specified, and

Bear the Tender Number and the words “Tender Withdrawal Notice.” Tender withdrawal notices received after the Tender submission deadline will be ignored, and the submitted Tender will be deemed to be a validly submitted Tender.

No Tender may be withdrawn in the interval between the Tender submission deadline and the expiry of the Tender validity period specified.

1.5 Tender Opening and Evaluation



- **Opening of Tender by Employer**

The Employer will open the Tenders, including withdrawals and the modifications made.

Envelopes marked “Withdrawal” shall be opened first and the name of the Tenderer shall be read out. Tenders for which an acceptable notice of withdrawal has been submitted pursuant shall not be opened.

The Tenderer’s names, the Tender Prices including any alternative Tender Price or deviation any discounts, Tender modifications and withdrawals, and any such other details as the Employer may consider appropriate, will be recorded by the Employer at the opening.

Subsequently, all envelopes marked “Modification” shall be opened.

No Tender shall be rejected at Tender opening except for late Tenders

Tenders not opened at the Tender opening shall not be considered further for evaluation, irrespective of the circumstances.

- **Clarification of Tenders**

During the Tender evaluation, the Employer may, at its discretion, ask the Tenderer for clarification of its Tender.

The request for clarification and the response shall be in writing and no change in the price or substance of the Tender shall be sought, offered or permitted.

- **Preliminary Examination of Tenders**

The Employer will examine the Tenders to determine whether they are complete, whether any computational errors have been made, whether required sureties have been furnished, whether the documents have been properly signed, and whether the Tenders are generally in order.

Arithmetic errors will be rectified on the following basis. If there is a discrepancy between the unit price and the total price, which is obtained by multiplying the unit price and quantity, or between subtotals and the total price, the unit or subtotal price shall prevail, and the total price shall be corrected. If there is a discrepancy between words and figures the amount in words will prevail. If the Tenderer does not accept the correction of errors its Tender will be rejected.

Prior to the detailed evaluation, the Employer will determine whether each Tender is of acceptable quality, is complete and substantially responsive to the Tender Documents. For purposes of this determination, a substantially responsive Tender is one that conforms to all terms, conditions and specifications of the bidding documents without material deviations and objections, reservations. A material deviation, objection, conditionality or reservation is one (i) that affects in any substantial way the scope, quality or performance of the contract; (ii) that limits in any substantial way, inconsistent with the Tender Documents, the Employer’s rights or successful Tenderer’s obligations under the contract; or (iii) whose rectification would unfairly affect the competitive position of other Tenderers who are presenting substantially responsive.

If a Tender is not substantially responsive, it will be rejected by the Employer, and may not subsequently be made responsive by the Tenderer by correction of the non-conformity. The Employer’s determination of a Tender’s responsiveness is based on the contents of the Tender itself without recourse to extrinsic evidence.

- **Contacting the Employer**

From the time of the tender opening to the time of Contract award, if any Tenderer wishes to contact the employer on any matter related to its Tender, it should do so in writing.



Any effort by a Tenderer to influence the Employer in the Employer's Tender evaluation, Tender comparison or Contract award decisions may result in rejection of the Tenderer's Tender.

1.6 Award of Contract

- **Award Criteria**

The Employer may award the contract to the Tenderer whose Tender has been determined to be substantially responsive and provided that the Tenderer is determined to be qualified to perform the Contract satisfactorily. The Employer is not bound to accept the lowest tender or any at all and no reasons will be given for non-acceptance of Tender.

- **Employer's Right to Accept Any Tender and to Reject Any or All Tenders**

The Employer reserves the right to accept or reject any Tender, and to annul the Tendering process and reject all Tenders at any time prior to award of Contract, without thereby incurring any liability to the affected Tenderer or Tenderers or any obligation to inform the affected Tenderer or Tenderers of the grounds for the Employer's action.

- **Employer's Right to Vary Quantities at Time of Award**

The Employer reserves the right at the time of award of Contract to increase or decrease the quantities of goods and services up to 25% of the Total Tender Price without any change in unit prices, Preliminary and General cost, or other terms and conditions.

- **Pre-Award Negotiations**

Prior to the expiry of the period of Tender Validity, the Employer will invite the successful Tenderer to his office for Contract negotiations. The successful conclusion of the Contract Negotiations will constitute the formation of the Contract. The Employer shall prepare the Minutes of Contract Negotiations which shall form part of the Contract.

- **Signing the Contract Agreement**

The Employer will send the Tenderer the Contract Agreement provided in the Tender Documents, incorporating all agreements between parties.

Within 28 (twenty-eight) days of receipt of the Contract Agreement, the successful Tenderer shall sign and date the Contract Agreement and return it to the Employer.

- **Corrupt or Fraudulent Practices**

Any Tenderer that is found to be, or who attempts to be involved in any corrupt or fraudulent activity or practice involving any party concerned in the Tender process, shall be disqualified.



Duly authorized to sign Tender for and on behalf of _____

(Name of contractor)

DECLARATION OF ELIGIBILITY

[All Suppliers must meet the following criteria, to be eligible to participate in public procurement. Suppliers must provide a signed declaration on their company letterhead in the following format. If the RFP is being presented by a joint venture or consortium all members must sign the declaration]

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

**To: The Chief Executive Officer
Eswatini Investment Promotion Authority
P.O. Box 4194
Mbabane**

Dear Madam,

RE: Tender No.7/EITF/2019

In accordance with the eligibility requirements of the Procurement Regulations and the RFP document we hereby declare that:

- (a) We are a legal entity and have the legal capacity to enter into the contract;
- (b) We, further declare that 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, declare that we have fulfilled our obligations to pay taxes and social security contributions;



(d) We, have not, and our directors or officers have not, been convicted of any criminal offence related to our/their professional conduct or the making of false statements or misrepresentations as to their qualifications to enter into a contract within a period of five years preceding the commencement of the procurement proceedings; and

(e) We do not have a conflict of interest in relation to the procurement requirement.

Authorized Signature:

Date:

Submission of bids

The technical and financial proposals should be **SEPARATED** and with the envelopes clearly marked **“TECHNICAL”** and **“FINANCIAL”**. The separate, sealed envelopes of both the financial and technical proposals should then be sent to EIPA in a sealed envelope clearly marked **“Tender No. 7/EITF/2019 – OUTDOOR ARENA STAGE, LIGHTS AND SOUND SYSTEM”** and addressed to the **“Secretary to the Tender Management Committee”, Eswatini Investment Promotion Authority, 1st floor Sibekelo Building 1, Mhlambanyatsi Road, Mbabane, Eswatini** no later than 1200 hours on 28 June 2019.

Document should be submitted with proof of payment of **E300.00** for tender documentation.

Data Sheet

Eligibility criteria	<p>All required documentation and information highlighted below has been submitted.</p> <ul style="list-style-type: none"> i. Company Profile, Form J and Form C or equivalent for foreign registered companies, ii. Certified copy of Valid Trading License. iii. Original and Valid Tax Compliance Certificate iv. Certified copy of VAT Registration Certificate v. Police Clearance for Directors vi. Certified copy of Labour Compliance Certificate vii. Latest audited financial statements. viii. Original Receipt for Purchase of Tender Document <p>NB: A tender bid which does not contain the documents listed above shall be deemed to be non-responsive and may be eliminated from further evaluation</p>
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Qualification criteria	Qualifications will be evaluated as follows: -Demonstrated experience in similar projects -Experience of key personnel in similar projects
Validity	The tender shall be valid for 60 days from the submission/closing date. A tender with less than 60 days validity will be deemed non-responsive.
Prices	Quoted prices must be in the local currency (Emalangeni) and should include all relevant levies and taxes. The prices should be fixed and firm for the duration of the contract, and where there is a foreign currency involved, forward cover should be catered for.
Documents comprising the tender	The documentation required for this tender are: Document 1: <ol style="list-style-type: none"> 1. Signed Tender Form, and Declaration of Eligibility 2. Company profile, statutory documents, qualifications criteria related documents, a list of similar projects, the CV of the key personnel (listing projects he / she has done, etc, as highlighted in the document) 3. Proof of tender payment 4. Power of attorney 5. Methodology as per the requirements of the tender 6. Preliminary working programme 7. Exclusions of the tender Document 2(Financial Proposal) <ol style="list-style-type: none"> 1. Price and tender validity 2. Payment terms
Tenderer's request for clarification	The deadline for clarifications shall be one week before the closing date. Clarification can be submitted until the 28 June 2019 . All requests for clarification should be emailed to this address: procurement@sipa.org.sz
Tender submission	The location for submission of tenders is: The Secretary to the Tender Management Committee Eswatini Investment Promotion Authority 1st Floor, Sibekelo Building Mhlambanyatsi Road Mbabane, Eswatini The following information should be considered: The technical and financial proposals should be separated and clearly marked " TECHNICAL " and " FINANCIAL ".



	<p>The separate, sealed envelopes of both the financial and technical proposals should then be sent to EIPA in a sealed envelope clearly marked “Tender No.7/EITF/2019 – OUTDOOR ARENA STAGE, LIGHTS AND SOUND SYSTEM” and addressed to the “Secretary to the Tender Management Committee”, Eswatini Investment Promotion Authority, 1st floor Sibekelo Building 1, Head Office, Mhlambanyatsi Road, Mbabane, Eswatini no later than 1200 hours on 28 June 2019.</p> <p>Document should be submitted with proof of payment of E300.00 for tender documentation.</p>
Tender opening	<p>Tenders will be opened at 12 noon 28 June, 2019.at EIPA Headquarters, 1st floor, Sibekelo Building 1, Mhlambanyatsi road, Mbabane.</p>
Evaluation of tenders	<p>The evaluation criterion is detailed in the Evaluation Methodology section of the tender document.</p>
Intention to award	<p>Tenderers will be notified of an intention to award on the same day that the intention is sent to the Eswatini Public Procurement Regulatory Agency (ESPPRA).</p>

TERMS AND CONDITION OF TENDER

1. EIPA seeks reliable, financially stable vendors who can meet its cost, quality and service requirements.
2. The tender document as well as all other correspondence and documents relating to the tender exchanged by the tenderer and EIPA, shall be written in English.
3. Tenderers should double check the prices quoted for accuracy before submitting their tender documents. Under no circumstances will the EIPA accept any request for price adjustment on grounds that a mistake was made in the tendered prices.
4. To assist in the examination, evaluation and comparison of tenders, EIPA may, at its discretion, ask the tenderer for a clarification on any part of its tender. The request for clarification and the response shall be in writing, and no change in the prices or substance of the tender shall be sought, offered, or permitted.
5. By submission of the tender, the tenderer implicitly certifies that:
 - The prices in the tender have been arrived at independently without consultation, communication or agreement for the purpose of restricting competition, as to any matter relating to such prices, with any other tenderer or competitor;
 - Unless otherwise required by law, the prices quoted in the tender have not knowingly been disclosed by the tenderer and will not knowingly be disclosed, directly or indirectly, to any other tenderer or competitor until the results of the tender have been publicly disclosed.



- No attempt has been made or will be made by the tenderer to induce any other tenderer or competitor to submit or abstain from submitting a tender for the purpose of restricting competition.
6. EIPA does not bind itself to accept the lowest or any tender nor give any reason for the acceptance or rejection of a tender. EIPA may accept a tender for a part of the quantity offered or reject any tender without assigning any reason.
 7. Acceptance or rejection of tender offer will be communicated by a formal acceptance or rejection letter sent by fax, email and/or normal post directly to the tenderer. The tenderer's acceptance of such letter will not mean EIPA is binding itself to an agreement. EIPA shall only be bound under the agreement once the terms and conditions of the contract are agreed between the parties. Failure to agree thereto for a period exceeding thirty (30) days will render the whole tender transaction *void ab initio*.
 8. The offers shall be under consideration immediately after the tender closing date until EIPA makes an official award of contract. Whilst the offers are under consideration, tenderers and/or their representatives or other interested parties are advised to refrain from contacting EIPA by any means. If necessary, EIPA will obtain further clarifications on the offers by requesting such information from any or all the tenderers, either in writing or through personal contacts, as may be considered necessary. EIPA reserves the right to eliminate from the evaluation a tenderer contravening this provision.
 9. Tenderers will not be permitted to change the substance of their offers after the tender box has been opened.
 10. EIPA reserves the right to modify, or change the specifications or even cancel the tender before the tender opening and such modifications or changes will be communicated to the tenderers in advance as and when decided.
 11. Participation in this tender process, or in relation to any matter concerning the tender, will be at the tenderer's sole risk, cost and expense. EIPA will not be responsible in any circumstance for any costs or expenses incurred by any tenderer in preparing or lodging a tender or in taking part in the tender process or taking any action related to the tender process.
 12. Signed tender documents must be submitted by placing them in a suitably large envelope that must be sealed to ensure the contents cannot fall out or be viewed without opening the envelope.
 13. Nothing shall prevent EIPA from conducting a diligence search of the tenderer's business.
 14. Each page of the offer must be numbered consecutively, bear the tender number, and be signed and stamped by the tenderer at the bottom. A reference to the total number of pages comprising the offer must be made at the top right hand corner of the first page.
 15. The tender shall have no interlineations, erasures, or overwriting except as necessary to correct errors made by the tenderer, in which case such corrections shall be initialled by the person or persons signing the tender.
 16. Tenders submitted by Fax, Telex or e-mail will not be accepted.



17. Completed tender documents must be placed in the Tender Box situated at the *Eswatini Investment Promotion Authority Offices, 1st Floor, Sibekelo Building 1 Mhlambayatsi Road Reception Area before 12h00 Noon on Friday, 28 June 2019*. The time mentioned herewith shall be the time shown at EIPA Reception Area. EIPA shall not accept late tenders, such will be returned to the bidders.
18. All request for clarity and additional information, if any, regarding this tender must be submitted to EIPA before close of business on Friday 21 June 2019.
19. Tenders or any part thereof received after the stipulated closing date and time will not be accepted. No tender may be modified after the deadline for submission of tenders.
20. Tenders will be opened from 12h01pm on the date of closing at the EIPA Meeting Room. Tenderers are invited to attend the Tender Opening Meeting during which they will be informed if there are changes.

Only the Technical Proposal shall be opened at this stage in the presence of all the tenderers or their representatives during the opening. However, tenders may be opened even if tenderers or their representatives are not present at the scheduled time. Each tenderer and the eventual contract holder agree to be bound by the laws of Eswatini and shall be subject to the Courts of the country. Each tenderer shall indicate a place in Eswatini and specify it in the tender as his domicilium, where all notifications may be served to him.

The Financial Proposals for those tenderers who succeeded in the Technical evaluation will be opened on a specific date to be announced.

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

“corrupt practice” means the offering, giving, receiving, or soliciting of anything of value to influence the action of a company official in the procurement process or in contract execution; and

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

22. Tenderers and their officers, employees, agents and advisers must not engage in any collusion, anti-competitive conduct or any other similar conduct with any other tenderer or any other person in relation to the preparation or submission of tenders. In addition to any other remedies available under any law or any contract, EIPA may at its sole discretion immediately reject any tender submitted by a tenderer that engaged in any collusive tendering, anti-competitive conduct or any other similar conduct with any other tenderer or any other person in relation to the preparation or submission of tenders.



23. Any collusion amongst tenderers or between tenderers and EIPA personnel is forbidden and discovery of any such act will disqualify the tenderer(s) and result in disciplinary action against EIPA employee.

The tender, or contract if it has been concluded already, will be declared invalid if EIPA determines that the tenderer, or any person acting on his behalf, has offered, promised or given a bribe, gift or other inducement to an officer or employee of EIPA with the intention of influencing the award of the contract.

24. The tenderers must disclose if they or any of their sub-contractor(s):

- Are or have been the subject of any proceedings or other arrangements relating to bankruptcy, insolvency or financial standing.
- Have been convicted of any offence relating to professional misconduct.
- Have not fulfilled any obligations relating to the payment of taxes in Eswatini.

Disclosure extends to any company in the same group of a tenderer (including but not limited to parent subsidiary and sister companies, and companies with common shareholders whether direct or indirect and parties with whom the tenderer is associated, in respect of this tender).

25. The tenderer should provide evidence acceptable to EIPA to show that:

- It is a reputable company who has adequate technical knowledge, professional qualification, and wide experience in performing project management services.
- It has adequate financial stability and status to meet the stipulations under the contract. It is financially solvent and without current judgments or any other financial background that could prevent it from operating bank accounts, raising finance and conducting other activities that are essential to the running of a business.
- It has an adequately qualified and experienced team assigned for the work under this tender.

26. The tender shall remain valid and open for acceptance by EIPA for not less than sixty (60) days after the submission of tenders.

27. A tender document submitted by a joint venture (JV) of two or more companies must be accompanied by a document forming the joint venture. The JV must be duly registered and authenticated by a notary public or other official deputed to witness sworn statements, in which precisely defined the conditions under which the joint venture will function, its period of duration, the persons authorized to represent it and obligated thereby, the participation of the several companies forming the joint venture, and any other information necessary to permit a full appraisal of its function. The JV agreement should be submitted with the tender documents.

28. Tenderers are advised to provide all relevant information as required.

29. Any document submitted in reply to the Invitation to Tender shall become the property of EIPA. EIPA will use commercially confidential or proprietary information solely for the purpose of the evaluation of tenders and the selection of a suitable contractor.



30. Figures should not be altered or erased; any alteration should be effected by striking through the incorrect figures and inserting the correct figures in ink above the original figures. All such amendments should be initialled by the tenderer in ink.
31. Arithmetical errors will be rectified only if there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity. In such case, the unit price shall prevail, and the total price shall be corrected. If the tenderer does not accept the correction of the errors, the tender will be rejected. If there is a discrepancy between words and figures, the amount in words will prevail.
32. EIPA will award the contract to the tenderer whose tender has been determined to be substantially responsive to the tender documents and who has offered the best evaluated tender price, provided that, such tenderer has demonstrated the capability and resources to complete the contract, and has offered the appropriate equipment and experienced personnel for the intended operation.
33. Notice of intention to award the tender shall be sent to all Service Providers who participated in the tender and shall further be published in the Eswatini Public Procurement Regulatory Agency website
34. If the tenderer has any doubts as to the meaning of any portion of this document, he should set out in his covering letter the interpretation on which he relies.
35. The onus is on tenderers to furnish sufficient information for a full technical and financial evaluation of offers.
36. EIPA reserves the right at any point of the tender process, to disqualify any non-compliant tender proposal (i.e. proposals failing to meet the terms of these instructions) received.
37. EIPA reserves the right to require a performance guarantee for any upfront payment required by the vendor.
38. **Tender prices must clearly reflect separately all taxes to be charged.**
39. Any query in connection with the Tender or the Invitation to Tender shall be submitted in writing to the Secretary to the Tender Committee: procurement@sipa.org.sz not later than Friday 21 June 2019.

