

# ESWATINI INVESTMENT PROMOTION AUTHORITY



**TENDER NO: 8 OF 2024/2025**

**TENDER NAME: Provision of VIP Luncheon Décor Services**

**July 2024**

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## INVITATION TO TENDERS

### PROVISION OF VIP LUNCHEON DÉCOR SERVICES.

Eswatini Investment Promotion Authority invites sealed bids from a well-known suitable qualified and reputable Service Provider(s) for Provision of VIP Luncheon Décor Services during the period of the Eswatini International Trade Fair (EITF) show. The purpose of this tender invitation is to establish a service level agreement.

#### **Mandatory documents are as follows:**

- Certificate of Incorporation
- Certified Copy of Valid Labor Compliance Certificate
- Original Valid Tax Compliance Certificate
- Certified Copy of Valid Trading Licence
- Valid Form J and Form C or equivalent
- Police clearance report for directors or equivalent
- IDs for the directors
- Certified copy of a Valid ENPF Compliance Certificate
- Receipt for purchase
- 3 Customer References (below 5 years)
- Certified copy of Legal Joint Venture (where necessary)

Invited Tenderers should collect tender documents from **29 July 2024 at Mbabane**, EIPA offices- 1st Floor, Sibekelo Building1, Mhlambanyatsi Road, upon payment of a **non-refundable of E 500.00 (Five Hundred Emalangeni Only)**.

#### **Banking Details are as follows:**

Account Name: Swaziland Investment Promotion Authority (Pty) Ltd;

Account Number: 020000002543.

Branch code: 360164

\*\*\*Reference: **EITF 8 of 2024** and **Supplier's name**

#### **Tender Submission**

Tenders must be deposited in the Official Tender Box located at the **Reception- EIPA offices**, 1st Floor, Sibekelo Building1, Mhlambanyatsi Road, Mbabane, **NOT LATER THAN 1400 Hrs. on 07 August 2024**

#### **NB:**

- EIPA does not bind itself to accept the lowest or any tender
- Tenders are to note that telefax/facsimile machine transmitted and/or telegraphic tenders shall **NOT** be considered.

**Envelop Marking:**

**Provision of VIP Luncheon Décor Services**

**The Secretary to the Tender Board**  
Eswatini Investment Promotion Authority (EIPA)  
1st Floor, Mbabane Office Park  
Mhlambanyatsi Road  
Mbabane, Eswatini

**Clarification and Amendment of tender Documents**

Clarifications may be requested in writing (email only), but not later than 2 August 2024.  
The address for requesting clarifications is: [mnisig@sipa.org.sz](mailto:mnisig@sipa.org.sz) and copy  
[lungiles@sipa.org.sz](mailto:lungiles@sipa.org.sz)

## SECTION 1

### INSTRUCTIONS TO TENDERERS

#### 1. Definitions

- a) "Service Provider" means any entity or person that may provide or provides the Services to the Client under the Contract.
- b) "Services" means the work to be performed by the Service Provider pursuant to the Contract.
- c) "Contract" means the Contract signed by the Parties and all the attached documents e.g the General Conditions (GCC), the Special Conditions (SCC), and the Appendices.
- d) "Data Sheet" means such part of the Instructions to Service Provider(s) used to reflect specific assignment conditions.
- e) "Day" means calendar day.
- f) "Government" means the government of Eswatini
- g) "Instructions to Service Provider" means the document which provides Service Provider with all information needed to prepare their Tender.
- h) "EIPA" mean Eswatini Investment Promotion Authority
- i) "EITF" means Eswatini International Trade Fair
- j) "EITF" means Eswatini International Trade Fair
- k) "Coercive practices" means harming or threatening to harm, directly or indirectly, persons, or their property, to influence their participation in a procurement process or affect the execution of a contract.
- l) "Collusive practices" mean a scheme or arrangement between two or more Service Providers, with or without the knowledge of the procuring entity, designed to establish tender prices at artificial, non-comp.
- m) "Corrupt practice" means the offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence the action of a public officer in the procurement process or in contract execution.
- n) "Fraudulent practice" means a misrepresentation or omission of facts in order to influence a procurement process or the execution of a contract. Falsifying of documents.

- o) “Personnel” means professionals and support staff provided by the Service Provider or by any Sub-Consultant and assigned to perform the Services or any part thereof; “Foreign Personnel” means such professionals and support staff who at the time of being so provided had their domicile outside Swaziland; “Local Personnel” means such professionals and support staff who at the time of being so provided had their domicile inside Eswatini.
  - p) “Authorised representative” meaning the Member in Charge
  - q) “Tender” means the Technical and the Financial documents
  - r) “Effective Date” means the date the Contract comes into effect
  - s) “Sub-Consultancy Firm” means any person or entity with whom the Service Provider subcontracts any part of the Services.
  - t) “Family Relationships” means immediate family
  - u) “Terms of Reference” (TOR) means the document included in the Tender which explains the objectives, scope of work, activities, tasks to be performed, respective responsibilities of the Client and the Service Provider, and expected results and deliverable of the assignment.
- (u) “Contract Price” means the price to be paid for the performance of the services.

## **2. GENERAL**

Tenderers must take note of the following instructions, failure to do so may cause any tender to be rejected.

## **3. SCOPE OF CONTRACT**

The scope of this Tender is to provide VIP Luncheon Décor services for the opening of the EITF 2024

## **4. CONFLICT OF INTEREST**

The bidder is requested to fully comply with the following requirements:

4.1 Service Provider(s) are required to provide professional, objective, and impartial service all times and hold the Authority’s interest paramount, strictly avoid conflicts with other assignments or their own corporate interests and act without any consideration for future work.

4.2 Without limitation on the generality of the foregoing, Service Provider(s), and any of their affiliates, shall be considered to have a conflict of interest and shall not be recruited,

under any of the circumstances set forth below:

- i. Service Provider(s) including its Personnel and Sub-Consultancy firm(s) that has a business or family relationship with a member of the Authority staff who is directly or indirectly involved in any part of;
  - The selection process for such assignment.
  - The supervision of the Contract.
  - The preparation of the Terms of Reference of the assignment, may not be awarded a contract.

4.3 Service Provider(s) have an obligation to disclose any situation of actual or potential conflict that impacts their capacity to serve the best interest of the Authority, or that may reasonably be perceived as having this effect. Failure to disclose said situations may lead to the disqualification of the Service Provider or the termination of the Contract.

## **5. COMMISSIONS**

Service Provider(s) shall furnish information on commissions and gratuities, if any, paid or to be paid to agent relating to this tender and during execution of the assignment if the Service Provider is awarded the Contract, as requested in the Financial Tender submission form.

## **6. ASSOCIATION**

If a shortlisted Service Provider could derive a competitive advantage from having provided services related to the assignment in question, the Authority shall make available to all shortlisted Service Provider(s) together with this tender all information that would in that respect give such Service Provider any competitive advantage over competing Service Provider(s).

## **7. TENDER SUBMISSION**

Service Provider(s) shall submit One Original and Three copies.

## **8. VALIDITY**

Tenders must remain valid for Sixty (60) days after the submission date. During this period, Service Provider(s) shall maintain the availability of proposed staff nominated in the Tender document. Should the need arise; however, the Client may request Service Provider(s) to extend the validity period of their tenders. Service Provider(s) who agree to such extension shall confirm that they maintain the availability of the Professional staff nominated in the Tender document, or in their confirmation of extension of validity of the tender, Service Provider(s) can submit new staff in replacement, who would be considered in the final evaluation for contract award. Service Provider(s) who do not agree have the right to refuse to extend the validity of their tender.

## **9. CLARIFICATION AND AMENDMENT OF THE TENDER DOCUMENTS**

9.1 Service Provider(s) may request a clarification of any of the tender documents up to the number of days indicated in the Data Sheet before the tender submission date. Any request for clarification must be sent in writing, or by standard electronic means to the Authority's address indicated in the Data Sheet. The Authority will respond in writing, or by standard electronic means and will send written or electronic copies of the response (including an explanation of the query but without identifying the source of inquiry) to all Service Provider(s) that have shown interest to submit a tender. Should the Authority deem it necessary to amend the tender because of a clarification, it shall do so following the procedure detailed below.

9.2 At any time before the tender submission date, the Authority may amend the document by issuing an addendum in writing or by standard electronic means. To give Service Provider(s) reasonable time in which to take an amendment into account in their Tenders; the Authority may, if the amendment is substantial, extend the deadline for the tender submission.

## **10. MODIFICATION OR WITHDRAWAL OF TENDER**

10.1 Tenderers may modify or withdraw the tender prior to the deadline for the submission of tenders.

10.2 The modification or notice of withdrawal shall be effective if it is received by the Authority prior to the deadline for submission of tenders.

## **11. PREPARATION OF TENDERS**

11.1 The Tender, as well as all related correspondence exchanged by the Service Provider(s) and the Authority, shall be written in the **English language**.

11.2 In preparing the Tenders, Service Provider(s) are expected to examine in detail the documents comprising the tender document. Material deficiencies in providing the information requested may result in rejection of the tender.

## **12. PREPARATION OF THE TECHNICAL DOCUMENT**

12.1 The following documents must be chronological attached to the Tender document as follows:

- Detailed company profile
- Certificate of Incorporation
- Certified Copy of Valid Labor Compliance Certificate
- Original Valid Tax Compliance Certificate



- Certified Copy of Valid Trading Licence
- Valid Form J and Form C or equivalent
- Police clearance report for directors or equivalent
- IDs for the Directors
- Certified copy of a Valid ENPF Compliance Certificate
- Receipt for tender purchase
- 3 Customer References (below 5 years)
- Certified copy of Legal Joint Venture (where necessary)
- Tender Submission form
- Declaration of Eligibility
- Financial submission form
- Email address for the service provider

12.2 Service Provider(s) are required to submit a full Technical document. The Technical document shall provide the information but not limited to the one indicated below:

(a) A description of the approach, methodology and work plan for performing the Assignment.

12.3 The Technical document shall not include any financial information. Technical document which contains financial information, may be declared nonresponsive.

### **13. PREPARATION OF THE FINANCIAL**

13.1 All activities and items described in the Technical document must be priced separately.

Activities and items described in the Technical document but not priced, shall be assumed

to be included in the prices of other activities or items.

13.2 The Service Provider shall be subject to local taxes (such as: value added or sales tax, social charges or income taxes on non-resident Foreign Personnel, duties, fees, levies) on amounts payable by the Authority under the Contract.

13.3 Service Provider(s) must express the price of their services in **Emalangeni** unless otherwise specified in the Data Sheet. Commissions and gratuities, if any, paid or to be paid by Service Provider(s) and related to the assignment must be listed.

### **14. PACKING AND SUBMISSION OF THE TENDER DOCUMENT**

14.1 The original document (Technical and Financial; shall contain no overwriting, except as necessary to correct errors made by the Service Provider themselves. The person who signed the tender must **initial such corrections**. Submission

letters for both Technical and Financial documents should respectively be in the format of TECH-1 and FIN-1.

14.2 An authorized representative of the Service Provider shall initial all pages of the original

Technical and Financial documents. The authorization shall be in the form of a written power of attorney accompanying the Tender or in any other form demonstrating that the representative has been dully authorized to sign. The signed Technical and Financial documents shall be marked "Original".

14.3 The Envelopes shall be marked "Original" or "Copy" as appropriate. The tender documents shall be hand delivered to the address referred to the data sheet and in the number of copies indicated in the Data Sheet. All the copies of the tender are to be made from the original. If there are discrepancies between the original and the copies, the original governs.

14.4 The original and all copies of the Technical document shall be placed in a sealed envelope clearly marked "Technical" Similarly, the original Financial placed in a sealed envelope clearly marked "Financials" followed by the tender Number and the name of the assignment. The envelopes containing the Technical and Financial documents shall be inserted into an outer envelope and sealed.

This outer envelope shall be marked as follows:

**Provision of VIP Luncheon Décor Services.**

**The Secretary to the Tender Board**

Eswatini Investment Promotion Authority (EIPA)  
1st Floor, Mbabane Office Park  
Mhlambanyatsi Road  
Mbabane, Eswatini

"Do Not Open before [insert the time and date of the submission deadline indicated in the Data Sheet]".

The Client shall not be responsible for misplacement, losing or premature opening if the outer envelope is not sealed and/or marked as stipulated. This circumstance may be case for Tender rejection.

If the Financial document is not submitted in a separate sealed envelope duly marked as indicated in the Data Sheet, this will constitute grounds for declaring the Tender non-responsive.

## 15 LATEST DATE FOR SUBMISSION

15.1 Tenders must be hand delivered to the address/addresses indicated in the Data Sheet and received by the Authority no later than the date and time indicated in the Data Sheet or any extension to this date. Any tender received by EIPA after the deadline for submission shall be returned unopened.

## 16 TENDER OPENING AND TECHNICAL EVALUATION

16.0 The tender opening will take place immediately after the deadline time for preliminary examination.

16.1 The evaluation process shall begin with the Technical document. The envelopes with the Financial shall remain sealed and securely stored until the technical evaluation ends.

16.2 From the time the tenders are submitted to the time the Contract is awarded, the Service Provider(s) should not contact the Authority on any matter related to its Tender. Any effort by Service Provider(s) to influence the Authority in the examination, evaluation, ranking of tender documents, and recommendation for award of Contract may result in the rejection of the Service Provider's tender document. Evaluators of Technical documents shall have no access to the Financial documents until the technical evaluation is concluded.

16.3 The evaluation committee shall evaluate the Technical document on responsiveness to the Terms of Reference, applying the evaluation criteria, sub-criteria and point system specified in the Data Sheet. Each evaluated tender document will be given a technical score (St)

16.4 A tender might be rejected at this stage if it does not respond to important aspects of the tender document, and particularly the Terms of Reference or if it fails to achieve the minimum technical score indicated in the Data Sheet

## 17 FINANCIAL EVALUATION

17.1 The following financial evaluation formulae shall be used in the allocation of scores:

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

Where:

- Ps - Points scored for bid under consideration.
- Pt - Tender price for bid under consideration.
- Pmin - Tender price for the lowest bid.

## **18. CONTRACT AWARD PROCEDURES**

18.1 The awarding of the contract shall be recommended to the best evaluated tenderer, as determined by the evaluation methodology and criteria specified in the invitation document.

18.2 The contract award decision shall be taken by the appropriate approval authority, but the award decision does not constitute a contract.

18.3 Following the contract award decision, EIPA shall prepare a notice indicating the name of the best evaluated tenderer, the value of the proposed contract and any evaluation scores. The notice (**ITA**) shall be published on the Public Procurement Agency website.

18.4 The Authority shall allow a period of at least ten working days to elapse from the date of dispatch of the notice before a contract is awarded.

## **19. Commence of Assignment**

19.1 The Service Provider is expected to commence the assignment on the date and at the location specified in the Data Sheet.

## **20. Corrupt, Collusive, Fraudulent or Coercive Practices**

20.1 Service Provider(s) should be aware that a Service Provider who engages in corrupt, collusive, fraudulent, or coercive practices will have their tenders rejected and may further be subject to the prosecution under the laws of Eswatini.

## DATA SHEET

Item#	Details
1	Name of the Local Authority: EIPA Method of selection: <b>Quality Cost base Selection</b>
2	<b>Validity:</b> Tenders must remain valid for 60 (sixty) days after the submission date.
3	<b>Clarification and Amendment of Tender Documents</b> Clarifications may be requested in writing (email only), but not later than 2 August 2024. The address for requesting clarifications is: <a href="mailto:mnisisg@sipa.org.sz">mnisisg@sipa.org.sz</a> and copy <a href="mailto:lungiles@sipa.org.sz">lungiles@sipa.org.sz</a>
4	<b>Preparation of the Technical Document</b> The Technical document shall encompass the following documents as listed below (In case of Joint Venture each member must provide its own): <ul style="list-style-type: none"> <li>▪ Detailed company profile</li> <li>▪ Certificate of Incorporation</li> <li>▪ Certified Copy of Valid Labor Compliance Certificate</li> <li>▪ Original Valid Tax Compliance Certificate</li> <li>▪ Certified Copy of Valid Trading Licence</li> <li>▪ Valid Form J and Form C or equivalent</li> <li>▪ Police clearance report for directors or equivalent</li> <li>▪ IDs for the directors</li> <li>▪ Certified copy of a Valid ENPF Compliance Certificate</li> <li>▪ Receipt of tender purchase</li> <li>▪ 3 Customer References (below 5 years)</li> <li>▪ Certified copy of Legal Joint Venture (where necessary)</li> <li>▪ Tender Submission form</li> <li>▪ Declaration of Eligibility</li> <li>▪ Financial submission form</li> <li>▪ Email address for the service provider</li> </ul>
5	<b>Packing and Submission of the tender document</b> The Service Providers must submit <b>One (1)</b> original and <b>Three (3)</b> copies of the Technical document, and <b>One (1)</b> original and <b>Three (3)</b> copies of the Financial document. The two (2) envelopes must be enclosed in one (1) sealed outer envelope clearly marked as follows:  <b>Provision of VIP Luncheon Décor Services.</b> <b>The Secretary to the Tender Board</b> Eswatini Investment Promotion Authority (EIPA)

	<p>1st Floor, Mbabane Office Park Mhlambanyatsi Road Mbabane, Eswatini <b>Do not open before 1400hrs, 07 August 2024</b></p> <p>The Tenders should be deposited in the tender Box situated at the Reception (EIPA offices) not later than 1400hrs (Eswatini time) on the 07 August 2024. *Late applications will not be considered</p>
6	<p><b>Prices</b> Tender will be evaluated in <b>Emalangen</b>.</p>
	<p><b>Tender Opening</b> Tender documents will be opened after 1400hrs, for preliminary examination and its scoring will be a <b>Yes or No</b></p>
7	<p><b>Technical Evaluation</b> Criteria, sub-criteria and point system for the evaluation of the Technical document: Technical score is = 100 points <b>The minimum Technical Score required is 60 points</b></p>
8	<p><b>Financials Evaluation</b> Formulae will be as follows:  <math display="block">Ps = 30\left(\frac{Pt - Pmin}{1 - Pmin}\right)</math> </p> <p><u>Where:</u>  Ps - Points scored for bid under consideration.  Pt - Tender price for bid under consideration.  Pmin - Tender price for the lowest bid.</p> <p>Financial score is 30 points  <b>Combined score = Technical 70%, and Financial 30%</b></p>
9	<p><b>Commencement of Assignment</b> The assignment is expected to commence immediately after contract signing subject to confirmation by the Authority.</p>

## TECHNICAL EVALUATION CRITERIA AND WEIGHTINGS

	Criteria Elements	Weighting
<b>1.</b>	<b>Resources and Capability</b>	
i	Client's reference (below 5yrs)	6
ii	Relevant Experience (similar project, value of project)	25
iii	Following instructions	4
	Total	35
<b>2.</b>	<b>Technical Capability</b>	
i	Methodologies (Demonstration on the questionnaire)	20
ii	Program/activity plan (Equipment on the questionnaire)	20
iii	Project management	10
	Total	50
<b>3</b>	<b>Risk Assessment</b>	
i	All risk factors which may be prejudicial to EIPA and performance of the contract, including but not limited to availability of resources (human, financial or suitable equipment for the tender) or extent of the Tenderer's commitment in other projects	2.5
ii	Circumstances which may expose EIPA and hinder due performance under the contract, e.g., criminal records in connection with corruption, fraud, theft or forgery by the contractor's directors and management etc.	2.5
	Total	5
<b>4</b>	<b>Swazi Business Promotion</b>	
	Degree to which ownership of business vests with Swazi citizen and managed by Swazi citizens. (e.g., IDs for Directors & Key staff).	10

	Total score	100 points

## GENERAL CONDITIONS OF CONTRACT

### A. GENERAL PROVISION

#### 1. Law Governing Contract

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

#### 2. Language

2.1. 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.

#### 3. Delivery of Notice

3.1 Any notice required or permitted to be given or made pursuant to this Contract shall be in writing. Any such notice 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 data sheet.

#### 4. Location

4.1. The Services shall be performed at such location whether in the Government's country or elsewhere, as the Authority may approve.

#### 5. Authority of Member in Charge

5.1. In case the Service Provider is a Joint Venture, the members hereby authorize the member specified in the **SCC** to act on their behalf in exercising all the Service Provider's rights and obligations towards the Authority under this Contract, including without limitation the receiving of instructions and payments from the Authority.

#### 6. Authorized Representatives

6.1. Any action required or permitted to be taken, and any document required or permitted to be executed under this Contract by the Authority or the Service Provider may be taken or executed by the officials specified in the **SCC**.

#### 7. Corrupt and Fraudulent Practices

7.1 The Authority requires compliance regarding corrupt and fraudulent/prohibited practices as set forth in clause 20

#### 8. Commissions and Fees

8.1. The Authority requires the Service Provider to disclose any commissions, gratuities or fees that may have been paid or are to be paid to agents or representative 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 or representative, the amount and currency, and the purpose of the commission, gratuity or fee. Failure to disclose such commissions, gratuities or fees may result in termination of the Contract and/or sanctions by the government laws.

## **9. Taxes and Duties**

The Service Provider and their Personnel shall pay such indirect taxes, duties, fees and other composition levied under the Applicable Law as specified in the SCC; the amount of which is deemed to have been included in the Contract Price.

## **B. COMMENCEMENT, COMPLETION, MODIFICATION AND TERMINATION OF CONTRACT**

### **1. Effectiveness of Contract**

1.1. This Contract shall come into effect on the date the contract is signed by both parties or later date as may be stated in the SCC.

### **2. Modifications or Variations**

2.1 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 both Parties. However, each Party shall give due consideration to any tenders for modification or variation made by the other Party.

### **3. Termination of Contract for Failure to Become Effective**

#### **- By the Authority**

3.1 The Authority may terminate this contract in case of failure to disclose any interest the Service Provider may have as specified by SCC. The Authority shall give not less than 30 days written notice of termination to the Service Provider.

3.2 If the Service Provider become insolvent or bankrupt.

3.3 If the Authority in its sole discretion and for any reason whatsoever decides to terminate this contract.

3.4 As a 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.

3.5 If the Service Provider, in the judgement of the Authority has engaged in corrupt or fraudulent practices in competing for or in executing the contract.

#### **-By the Service Provider**

The Service Provider may terminate this Contract, by not less than thirty (30) days' written notice to the Authority, such notice to be given after the occurrence of the following.

3.6 If the Authority fails to comply with any final decision reached as a result of arbitration.

3.7 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.

3.8 If the Authority fails to pay any money due to the Service Provider pursuant to this contract and not subject to dispute hereof within forty five (45) after receiving written notice from the Service Provider that payment is overdue.

#### **- Payment upon Termination**

Upon termination of this contract (either by the Authority or by the Service Provider), the Authority shall make the following payments to the firm.

(i) Remuneration for Services satisfactorily performed prior to the effective date of termination, pursuant to clause GCC 3.4.

(ii) Except in the case of termination pursuant to paragraphs (3.1) to (3.2) and (3.5) of Clause GCC 3 reimbursement of any reasonable cost incident to the prompt and orderly termination of this Contract, including the cost of the return travel of the Experts.

#### **4. Commencement of Services**

4.1 Service Provider shall begin carrying out the Services not later than the number of days after the Effective date specified in the SCC.

#### **5. Expiration of Contract**

Unless terminated earlier pursuant to GCC clause 7, this contract shall expire at the end of the time after the Effective Date as defined in the SCC.

#### **6. Force Majeure**

##### **- Definition**

6.1 For the purposes of this Contract, "Force Majeure" means an event which is beyond the reasonable control of a Party, is not foreseeable, is unavoidable, and makes a Party's performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible under the circumstances, and subject to those requirements, includes, but is not limited to, war, riots, civil disorder, earthquake, fire, explosion, storm, flood or other adverse weather conditions, strikes, lockouts or other industrial action confiscation or any other action by Government agencies.

##### **6.2. No Breach of Contract**

The failure of a Party to fulfill any of its obligations hereunder 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 has taken all reasonable precautions, due care and reasonable alternative measures, all with the objective of carrying out the terms and conditions of this Contract.

### **6.3. Measures to be Taken**

A Party affected by an event of Force Majeure shall notify the other Party of such event as soon as possible, and in any case not later than fourteen (14) calendar days following the occurrence of such event, providing evidence of the nature and cause of such event, and shall similarly give written notice of the restoration of normal conditions as soon as possible.

### **7. Confidentiality**

Except with the prior written consent of the Authority, 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.

### **8. Service Provider's Actions Requiring Authority's Prior Approval**

The Service Provider shall obtain the Authority'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,

### **9 Insurance to be Taken Out by the Service Provider**

The Service Provider (i) shall take out and maintain, and shall cause any SubConsultancy firm(s) to take out and maintain, at their (or the Sub-Consultancy firm as the case may be) own cost but on terms and conditions approved by the Authority, insurance against the risks, and for the coverage, and (ii) at the Authority's request, shall provide evidence to the Authority showing that such insurance has been taken out and maintained and that the current premiums have been paid.

### **10 Reporting Obligations**

Apart from regular daily reports, a monthly report should clearly state the observations and shall also include the following:

- a) Operational overview
- b) The list of attendance register
- c) The list of incidents reported during the month
- d) Challenges encountered during the month
- e) Recommendations (if any)
- f) The Service Provider will work closely and report periodically to the client representative.

## **C. SERVICE PROVIDER'S PERSONNEL**

### **1.1 Description of Key Personnel**

The Service Provider shall employ and provide such qualified and experienced Personnel to carry out the Services.

### **1.2 Removal and/or Replacement of Personnel**

(i) Except (leader) as the Authority 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 death, medical incapacity, 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.

(ii) If the Authority finds that any of the Key Personnel have committed serious misconduct or have been charged with having committed a criminal action, or shall the Authority determine that the Service Provider's key personnel have engaged in corrupt, fraudulent, collusive, coercive, or obstructive practice while performing the Services, the Service Provider shall, at the Authority's written request provide a replacement.

(iii) The Service Provider shall have no claim for additional costs arising out of or incidental to any removal and/or replacement of Personnel.

## **D. OBLIGATIONS OF THE AUTHORITY**

### **1. Assistance**

The Authority shall use its best efforts to assist the Service Provider such assistance that will enable the firm to perform the Services.

### **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 in the local currency.

## **E. PAYMENTS TO THE SERVICE PROVIDER**

### **1. Payment**

Payments under this Contract shall not exceed the amount specified in the SCC and shall be for the actual quantity delivered or performed for this Contract. The currency used in this contract is the local currency (Emalangeni)

### **2. Payment for Additional Services**

For determining the remuneration due for additional services may be agreed by both Parties, a breakdown of the unit prices and reimbursable as specified in Section 3, will be submitted by the Service Provider and approved by the Authority.

### **3. Terms and Conditions of Payment**

Payments will be made to the account of 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 by the Service Provider of an advance payment guarantee for the same amount and shall be valid for the period stated in the SCC. Such guarantee shall be in the form set forth hereto, or in such other form, as the Authority 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 Authority specifying the amount due.

## **F. FAIRNESS AND GOOD FAITH**

### **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.

## **G. SETTLEMENT OF DISPUTES**

### **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.

### **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 referred to by either Party to the adjudication/arbitration for settlement.

## **TERMS OF REFERENCE**

### **INVITATION TO TENDER- PROVISION OF VIP LUNCHEON DÉCOR SERVICES**

#### **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 tender is to locate a suitable Service provider(s) who can provide Décor services for the VIP Luncheon on the EITF 2024 opening day.

#### **3. Scope of work**

1. Bidders are required to fill the table below or use its format to respond
2. Bidders MUST provide a substantive response for all features irrespective of any attached technical documents, Use of Yes, No, tick, will be considered nonresponsive

<b>Evaluation Attribute</b>	<b>Bidders' Response</b>	<b>Max Score</b>	<b>Cut Off Score</b>
<b>1. Décor</b>			
◆ Tables (40)			
◆ Chairs (400)			
◆ High Table (1)			
Demonstrate ability to provide décor for the above including stage backdrop décor, exquisite draping, center pieces, table dressing, seat covers and tie backs, table linen and general tend décor creatively presented.			
Provide evidence of the past work done for 3 corporate events			

undertaken in the last three years (attach still photos) – 3 marks each <b>2. Drapery:</b>			
Demonstrate ability to provide drapery			
Provide evidence of creative past work done for three corporate events undertaken in the last three years (attach still photos – 3 marks each			
<b>3. Seats, Banquet &amp; Service Tables:</b>			
Chivari Seats Plastic Seats Cocktail Seats Banqueting Seats			
Confirm which of the above-mentioned seats and tables you will be able to provide (3 marks)			
Provide evidence of creative past work done for three corporate events undertaken in the last three years (attach still photos – 3 marks each			
<b>Business Set Up at Business Centre for 50 guests in total</b>  <b>Inclusive of business couches for the moderators and speakers</b>			

***Bidders must bid to supply all tables, chairs and provide décor and drapery. Selective and incomplete bids will be disqualified***

**BIDDERS TO SIGN AND STAMP THAT THEY HAVE READ AND UNDERSTOOD AND SHALL PROVIDE ALL ITEMS AS PER THE ABOVE LIST**

SIGN

STAMP

**4. 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 and that can be clearly identified from other Service Providers.
- Ensure that replacement of staff is available should the need arise.
- Provide staff members who will maintain the place before and during the ceremony.

**5. Hours to be worked**

The service provider would be expected to make sure that the Décor is ready on the day of the EITF2024 Opening.

**6. Service Provider Experience**

- 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.



## **SECTION 2**

### **Technical Document- Standard Forms**

TECH-1      Technical Submission Form

TECH-2      Declaration of Eligibility

**FORM TECH-1: TECHNICAL SUBMISSION FORM**

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[>>>Location, Date>>>]

To: **The Secretary to the Tender Board**  
EIPA  
P. O. Box 4189  
Manzini

Dear Sirs:

We, the undersigned, offer the services to [>>short description of what the Service Provider(s) are required to do>>] in accordance with your Tender document dated [>>>Insert date>>>] and our Tender. We are hereby submitting our Tender, which includes this Technical and Financial document sealed under a separate envelope.

We hereby declare that all the information and statements made in this Tender document are true and accept that any misinterpretation contained in it may lead to our disqualification.

We undertake, if our Tender is accepted, to initiate the provision of the services related to the assignment not later than the date indicated in the Data Sheet.

We understand EIPA is not bound to accept the lowest or any tender.

We remain,

Yours sincerely,

Authorized Signature: \_\_\_\_\_

Name and Title of Signatory: \_\_\_\_\_

Name of Firm: \_\_\_\_\_

Address: \_\_\_\_\_

**[Stamp of the Firm]**

## FORM TECH-2: DECLARATION OF ELIGIBILITY

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

[>>>Name of Service Provider, Address, and Date>>>]

**To: The Secretary to the Tender Board**

EIPA

P.O. Box 4194

Mbabane

Dear Sirs,

**Re: Tender Reference No: 8 of 2024/2025**

We hereby declare that: -

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

Signed .....  
**Authorized Representative**

Date .....  
**Section 3**

**FINANCIAL DOCUMENT - STANDARD FORMS**

Financial Standard Forms shall be used for the preparation of the Financials

FIN-1 Financial Submission Form

## FORM FIN-1: FINANCIAL SUBMISSION FORM

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*[Note to Tenderers: This Financial Submission Form 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 financials.]*

[>>>Location>>>]

[>>>Date>>>]

Procurement Reference No: [>>>insert Tender Reference number>>>]

To: [>>>Name and address of Procuring Entity>>>]

Dear Sirs:

We, the undersigned, declare that:

(a) We offer to provide the services to [>>insert a brief description of the Services>>] in conformity with your Tender document and our technical and financial documents;

(b) The total price of our tender is Emalangani: [>>insert the total tender price in words and figures>>], inclusive of local taxes *[amend if local taxes are not required to be included]*;

(c) Our tender shall be valid for a period of [>>specify the number of calendar days>>] days from the date fixed for the tender submission deadline in accordance with the tender document, and it shall remain binding upon us and may be accepted at any time before the expiration of that period;

(d) We understand that you are not bound to accept any tender that you receive;

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

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

In the capacity of *[insert legal capacity of person signing the tender document]*

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]*

