

22. The tender shall remain valid and open for acceptance by ECESWA for not less than ninety (90) days after the submission of tenders.
23. A tender document submitted by a joint venture (JV) of two or more companies must be accompanied by a document forming the joint venture; duly registered and authenticated by a notary public or other official deputed to witness sworn statements, precisely defining 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.
24. Tenderers are advised to provide all relevant information as required.
25. Any document submitted in reply to the Invitation to Tender shall become the property of the ECESWA. ECESWA will use commercial confidentiality or proprietary information solely for the purpose of the evaluation of tenders and the selection of a suitable contractor.
26. 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.
27. 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, his tender will be rejected. If there is a discrepancy between words and figures, the amount in words will prevail.
28. ECESWA 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. However, ECESWA reserves the right to award the tender to more than one (1) supplier.
29. An intention of notice to award shall be sent to all bidders and published to the ESPPRA website at least 10 working days before the contract award.

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30. Tenderers must provide the following information in two sets; one in hard copy and the other in a soft copy (scanned format); the technical proposals.

Checklist as attached in Section E of this document:

- A. Company profile
 - B. Technical proposal
 - C. Valid Tax Compliance Certificate
 - D. Certified copy of Valid Trading License or equivalent
 - E. Certified copy of Labour Compliance or equivalent
 - F. Police Clearance for Company Directors
 - G. Company form j (List of Directors)
 - H. Company form C (List of Shareholders)
 - I. Original receipt from ECESWA
 - J. Names and contact details of at least three (3) reference customers
 - K. Statement of joint ventures / partnerships (if any).
31. The onus is on tenderers to furnish sufficient information for a full technical evaluation of offers.
32. ECESWA 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.
33. ECESWA reserves the right to require a performance guarantee for any upfront payment required by the vendor.
34. **Tender prices must clearly reflect separately all taxes to be charged.**
35. Any query in connection with the Tender or the Invitation to Tender shall be submitted in writing to: procurement@examscouncil.org.sz no later than **14th January 2025**.

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SECTION D: TENDER EVALUATION PROCESS AND CRITERIA

Tenders shall be evaluated using, but not limited to the following tender evaluation criteria: There are four non- financial components in the tender evaluation process. These are set out below:

Please note the following:

- A tender which obtains a **NO** of the allocated to Criteria 1 – Responsiveness to Tender Assessment shall be deemed to be non-responsive and eliminated from further evaluation.
- A tender which obtains less than 70% of the total points allocated to Criterion 2 to 5, Resources and Capability Assessment, Technical Assessment, Risk Assessment, and Promotion of Eswatini Business; shall be deemed to be non-responsive and eliminated from further evaluation.

1. Responsiveness of Tender Assessment

This will determine whether:

- all required documentation and information have been submitted.
- all the tenders have been appropriately signed and authorised.
- the document has been submitted in the correct format; and
- the correct number of legible copies has been submitted.

2. Resources and Capability Assessment

This will address the experience of the Tenderer as well as the capability and qualifications of the key personnel who will be operating under the contract, including the management and supervisory back up. Where appropriate, reference checks are essential and must cover aspects such as:

- a. The Tenderer's track record: i.e. past performance of similar contracts; industry knowledge;
- b. The availability of trade references (A list of at least three suitable references is to be provided to support this process).
- c. The contractors managerial and expertise capacity (as evidenced by sound management practices as well as qualifications, experience and extent of involvement/availability of key personnel and supervisory staff) to deliver the services.
- d. Project implementation plan.

3. Technical Assessment

The technical assessment will establish whether the tender meets the requirements set out in the specification and, if not, the significance of any variation from that specification.

- a. Availability of company premises
- b. Trading License should be displayed on the walls of the premises.
- c. Trade references and list of similar work done in the last three years of operations.
- d. Key personnel, relevant qualification(s) and relevant experience.

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4.Risk Assessment

The assessment will establish all risk factors which may be prejudicial to ECESWA and performance of the contract. This may include ascertaining the integrity and general conduct in business dealings, professional conduct of the tenderer's directors and senior management; compliance with the law and encumbrances which may hinder due performance under the contract. This may involve investigations into whether any of the directors and senior managers have criminal records in connection with corruption, fraud, theft or forgery, financial track record of the tenderer, etc.

The following evaluation methodology will apply:

Evaluation Stages/Methodology

Evaluation shall consist of:

Stage 1: Preliminary examinations to determine whether tenders are complete and are responsive to the basic instructions and requirements of the tender document.

Stage 2: Technical evaluation to compare each tender to the technical requirements of the statement of requirements on a pass or fail basis to determine whether the tenders are substantially responsive: and

Tenderers who would have passed the technical stage of the RFP BY 70% will be requested to submit their financial proposals.

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EVALUATION CRITERIA AND WEIGHTINGS

Non-Price Elements: Criteria and weightings are summarized below.

Criteria Elements	Criteria Weighting Factors
<p>1. Responsiveness of Tender</p> <p>All required documentation and information have been submitted.</p> <p>The following weightings shall apply:</p> <ol style="list-style-type: none"> a. Checklist as attached in Section D of this document. b. Company profile c. Technical proposal d. Valid Tax Compliance Certificate or equivalent e. Certified Copy of Valid Trading License or equivalent f. Certified Copy of Valid Labour compliance or equivalent g. Original Receipt from ECESWA h. Company form J & form C List of Directors & Shareholding) or equivalent i. Police clearance for company Directors j. Company audited annual financial statements for the past 3 years or since inception. k. Names and contact details of at least three reference customers l. Statement of joint venture/ partnerships (if any) <ul style="list-style-type: none"> • all the tender documents have been appropriately signed and authorized. • the document has been submitted in the correct format. • The correct number of legible copies has been submitted. <p>NB: A tender which does not contain the documents listed above may be deemed to be non-responsive and might be eliminated from further evaluation</p>	<p>YES/NO</p>
<p>2. Resources and Capability</p> <ul style="list-style-type: none"> • Reputation/brand/size of Tenderer; [6] • Key personnel, relevant qualification(s) and relevant experience; [6] • Trade references/Relevant similar project completed [6] • Company Experiences [6] • Description of recording Equipment {6} 	<p>30</p>

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<p>3. Technical Capability</p> <ul style="list-style-type: none"> • Quality of the product/service, i.e. extent to which it meets tender specification or scope. [15] • A list of relevant/similar projects completed within the last 2 years. [15] 	40
<p>4. Risk Assessment</p> <ul style="list-style-type: none"> • All risk factors which may be prejudicial to ECESWA 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] • Size of the tender in relation to the size of the company in order to determine the ability to complete the tendered works; [2] • Ascertaining the integrity and general conduct in business dealings, professional conduct of the Contractor's directors and senior management; [2] • Compliance with the law; (e.g. workmen's compensation etc.) [2] • Circumstances which may expose ECESWA 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] 	10

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SECTION: SUBMISSION CHECKLIST

REQUIREMENT	AVAILABLE / NOT AVAILABLE (Please tick - <input type="checkbox"/> or cross - x as appropriate)
Company Profile	
Technical Proposal	
Original Valid Tax Compliance Certificate or equivalent document	
Certified copy of Trading License or equivalent document	
Certified copy of Labour Compliance or equivalent document	
Police clearance for company Directors or equivalent document	
Original Receipt from ECESWA	
Company Form J & C (list of Directors & Shareholding) or equivalent document	
Names and contact details of at least three (3) reference customers	
Statement of joint ventures/partnerships (if any)	

NB: Please submit checklist attached on the first page of tender documents. The documents must follow the sequence on the checklist.

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FORM TECHNICAL PROPOSAL SUBMISSION FORM

{>>> Name of Tenderer Address, and Date >>>}

To: The Examinations Council of Eswatini

P.O. Box 1394

Mbabane

Dear Sirs:

I, the undersigned, offer to Supply to Examinations Council of Eswatini for **2024-2025** financial years in accordance with your Request for Proposal dated **January 2025** and our Proposal. We are hereby submitting our Proposal, which includes the Technical Proposal.

I hereby declare that all the information and statements made in this Proposal are true and accept that any misinterpretation contained in it may lead to disqualification.

If negotiations are held during the period of validity of the Proposal, i.e., before the date indicated in the Tender document, we undertake to negotiate based on the proposal. My Proposal is binding upon us and subject to the modification resulting from Contract negotiations.

We undertake, if my Proposal is accepted, to initiate the Supply related to the assignment not later than the date indicated in the Tender Document.

We understand that Examinations Council of Eswatini is not bound to accept the lowest or any proposal. We remain,

Yours sincerely,

Authorised Signature: _____

Name and Title of Signatory; _____

Address: _____

[Stamp of the Company]

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DECLARATION OF ELIGIBILITY

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

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

To: THE Registrar Examinations Council of Eswatini Building, Ezulwini Ngonini BOX 1394 Mbabane

Dear Sirs,

Re Tender Reference: **RFP 15 of 2024 /2025**

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 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 a contract within a period of five years preceding the commencement of the procurement proceedings, and
- (e) We do not have a **conflict of interest** in relation to the procurement requirement.

Signed

Authorized Representative

Date

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SECTION F CONTRACT TERMS AND CONDITIONS

1. DEFINITIONS

In this Contract, the following terms shall be interpreted as indicated:

- a) "The Contract" means the agreement entered between the Procuring Entity and the Tenderer, as signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
- b) "Goods" means the any physical products that the Procuring Entity will purchase to be delivered by the Supplier pursuant to this Contract.
- c) "The Contract Price" means the price payable to the Tenderer under the Contract for the full and proper performance of its contractual obligations.
- d) "Local Currency" means Lilangeni (SZL).
- e) "The Procuring Entity" means the Examinations Council of Eswatini, an organization requesting the service.
- f) "Supplier" means any private or public entity that will supply and deliver the goods to the Council under the Contract.
- g) "Effective Date" means the date on which this Contract comes into force and effect.

2. APPLICATION

2.1 These Contract Terms and Conditions shall apply to the extent that they are not superseded by provisions of other parts of the Contract.

3. STANDARDS

The Transportation Firm 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 Authority, and shall always support and safeguard the Council's legitimate interests in any dealings with Sub consultancies or third Parties.

4. USE OF CONTRACT DOCUMENTS AND INFORMATION

4.1 The Service Provider shall not, without the Procuring Entity's prior written consent, disclose the Contract, or any provision thereof, or any specification, plan.

5. PRICES

5.1 Prices charged by the Supplier for Services performed under the Contract shall not vary from the prices quoted by the provider in its tender.

6. CHANGE SERVICE

6.1. The Procuring Entity may at any time, by a written order given to the, make changes within the general scope of the Contract in any one or more of the following:

6.2 The Services to be provided by the Supplier.

6.3 If any such change causes an increase or decrease in the cost of, or the time required for, the transport provider performance of any provisions under the Contract. An equitable adjustment shall be made in the Contract price or delivery schedule, or both, and the

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Contract shall accordingly be amended. Any claims by the Supplier for adjustment under this clause must be asserted within thirty (30) days from the date of the service receipt of the Procuring entity's change order.

7. CONTRACT AMENDMENTS

7.1 No variation in or modification of the terms of the contract shall be made except by written amendment signed by the parties.

8. SUBCONTRACTS

8.1 The Supplier may not enter any subcontract for performance hereunder unless the Procuring Entity shall have previously consented in writing to such consent or in the Contract, relieve the provider from any liability or obligation under the Contract.

9. DELAYS IN THE RECORDING PERFORMANCE

9.1 Delivery of the recording services and performance of services shall be made by the recording services in accordance with the time schedule prescribed by the Procuring Entity.

9.2 If at any time during performance of the contract, the provider should encounter conditions impeding timely delivery of the Services and Performance of recording, the provider shall promptly notify the Procuring Entity in writing of the fact of the delay.

10. LIQUIDATED DAMAGES

The Recording Service Provider fails to deliver the Services within the period(s) specified in the contract, the Procuring Entity shall, without prejudice to its other remedies under the Contract, deduct from the contract price, as liquidated damages, a sum equivalent to the 20% (percent) of the delivery price of the delayed services or unperformed services for each trip or part thereof of delay until actual delivery or performance, up to a maximum deduction of 60% (percent). Once the maximum is reached, the Procuring Entity may consider termination of the Contract.

11. TERMINATION FOR DEFAULT

11.1 The Procuring entity without prejudice to any other remedy for breach of Contract, by written notice of default sent to the Supplier, may terminate this contract in whole or in part:

11.2 In the event the Procuring entity terminates the contract in whole or in part, the Procuring Entity may procure, upon such terms and in manner as it deems appropriate, services like those undelivered, and the Supplier shall be liable to the procuring Entity for any excess cost for such similar services.

12. FORCE MAJEURE

12.1 Notwithstanding the supplier shall not be liable for liquidated damages or termination for default if and to the extent that it's delay in performance or other failure to perform its obligation under the contract is the result of Force Majeure.

12.2 For purposes of this Clause, "Force Majeure" means an event beyond the control of the supplier and not involving the supplier's fault or negligence and not foreseeable. Such events may include but are not restricted to, acts of Procuring Entity in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes.

12.3 If a Force Majeure situation arises, the Supplier shall promptly notify the Procuring Entity in writing of such condition and the cause thereof. Unless otherwise directed by the Procuring Entity in writing, the service provider shall continue to perform its obligation

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under the contract as far as is reasonably practical and shall seek all reasonable alternative means for performance not prevented by the force majeure event.

13. TERMINATION FOR INSOLVENCY

13.1 The Procuring Entity may at any time terminate the Contract by giving written notice to the Supplier if it becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the service provider, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the Procuring Entity.

14. RESOLUTION OF DISPUTES

14.1 The Procuring entity and the service provider shall make every effort to resolve amicably by direct informal negotiation any disagreement, disputes, or claim arising out of or in connection with the contract or the breach, termination, or validity thereof.

14.2 If, after thirty (30) days from the commencement of such informal negotiations, the Procuring Entity and the Supplier have failed to negotiate such an amicable settlement, any dispute, controversy, or claim arising out of or in connection with this contract, or the breach, termination, or validity thereof, either party may require that the dispute be referred for resolution by final and binding arbitration.

14.3 The arbitrator shall determine the matters in dispute in accordance with the laws in effect in Eswatini.

14.4 All notices to be given in connection with the arbitration shall be in writing and shall be effective upon receipt.

15. APPLICABLE LAW

15.1. The contract shall be interpreted in accordance with the laws and regulations in effect in the Kingdom of Eswatini

16. NOTICES

16.1 Any notice given by one party to the other pursuant to this contract shall be sent to the other party in writing by personal delivery, mail, or e-mail and, if by email, confirmed in writing to the other party's address specified in the special conditions of contract. Each party may change such address by notice to the other party.

16.2 A notice shall be effective when delivered or on the notice's effective date, whichever is later.

17. TAXES AND DUTIES

17.1 The Supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies incurred or imposed until delivery of the contracted Services to the procuring Entity.

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