



# REVENUE APPEALS TRIBUNAL

E S W A T I N I

## REQUEST FOR TENDER FOR THE SUPPLY OF CORPORATE UNIFORM

TENDER NUMBER: 03 OF 2024/2025

Tender Closing Date:

Friday, 30 August 2024, 12h00 Noon

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# SCHEDULE INDEX

- SECTION 1 - Introduction and Instructions to Tenderers
- SECTION 2 - Scope/Specifications
- SECTION 3 - General conditions of contract.
- SECTION 4 - Submission Checklist

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## SECTION 1 - INTRODUCTION

Tenderers are requested to complete their proposals following the outline indicated in this document:

### 1. BACKGROUND

The Revenue Appeals Tribunal Eswatini was established in 2030 under the Revenue Appeals Tribunal Act No.13 of 2030 to hear and determine appeals from decisions of the Commissioner General under Customs and Excise Act, Value Added Tax Act, the Income Tax Order, and any other matter prescribed by the Minister, by regulation, to be a matter against which an appeal may be made to the Tribunal. The Tribunal members were appointed in terms of Section 3 of the Tribunal Act through Government Gazette, Legal Notice No 164 of 2020, which came into effect on 13 July 2020, with a responsibility to hear and determine Revenue Appeals brought before them and serve as the Tribunal governing body (The board).

This Request for Tender ("RFT") outlines the requirements of the Revenue Appeals Tribunal Eswatini, (hereinafter referred to as "RATE") and the process to be followed by prospective tenderers in submitting a response for **SUPPLY OF CORPORATE UNIFORM**. Prospective Tenderers are expected to unequivocally specify their capability to deliver the services, in line with RATE requirements as outlined below.

### 2. LETTER OF INVITATION TO TENDER

The Revenue Appeals Tribunal Eswatini (RATE) hereby invites local and international competent, qualified, and registered companies to submit their bids for the following:

**Bid Number:** Tender Number 3 of 2024-2025

**Bid Description:** Supply of Corporate Uniform

**Access to Bid Documents:** The Tender document is available on RATE and ESPPRA's website.

**Tender Fee:** A tender fee of **E500.00** should be paid to Revenue Appeals Tribunal Eswatini and proof of payment must be submitted with the bid documents. Payments can be made through electronic to the following banking details:

Account Name: Nedbank Swaziland

Branch Name: Mbabane

Branch Code: 390164

Account Number: 13090221709

Account Name: Current Account

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**Details on Bid Submission:** A technical and a financial proposal shall be submitted in a hard copy enclosed in plain, wrapped, and sealed separate envelopes clearly marked with the Tender number and description on the outside and deposited in the RATE- tender box situated at the RATE offices reception. Proposals should be prepared using English language. They must be delivered on or before the Date and time of closure as addressed to:

**The Secretary of the Tender Committee**

**Revenue Appeals Tribunal**

**Sozisa Road, Mbabane**

**Unit 101,1<sup>st</sup> Floor, Development House**

**Swazi Plaza, Mbabane**

Tenderers may apply for one or both Lots. Each Lot will be evaluated separately. A separate service provider may be appointed for each Lot.

Please note that RATE reserves the right to accept or reject all or any of the bids without assigning any reason whatsoever.

This tender is open to local and international tenderers.

### **3. INSTRUCTIONS TO BIDDERS**

#### **3.1 Qualification of the bidder**

All Service Providers shall include the following information and documents with their bids.

- (a) Copies of original documents defining the constitution or legal status, place of registration, and principal place of business; Original tax compliance certificate or equivalent, Trading license or equivalent, Certificate of incorporation or equivalent, ENPF compliance certificate or equivalent, Form J or equivalent, Form C or equivalent, Labour compliance certificate or equivalent, Police clearances for Directors, written power of attorney of the signatory of the bid to commit the bidder. First preference will be given to Emaswati Companies.
- (b) Total monetary value of similar work performed for each of the last five (5) years.
- (c) Experience in works of a similar nature and size for each of the last five (5) years and details of work under way or contractually committed; and clients who may be contacted for further information on those contracts.
- (d) Tribunal to seek references from the bidder's bankers.

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### 3.2 One bid per bidder

Each Service Provider shall submit only one bid. A Service Provider who submits or participates in more than one bid will result in disqualification.

### 3.3 Cost of bidding

The Service Provider shall bear all costs associated with the preparation and submission of his bid, and RATE will in no case be responsible or liable for those costs.

### 3.4 Content of bidding documents

The set of bidding documents comprises the documents listed in the table below and any addenda issued:

- Letter of Invitation
- Instructions to bidders
- Forms of bid and qualification information
- Conditions of contract

### 3.5 Clarification of bidding documents

A prospective Service Provider requiring any clarification of the bidding documents may notify RATE in writing or by email at the address indicated in the invitation to bid. RATE will respond to any request for clarification received at least 7 days prior to the deadline for submission of bids. Copies of RATE's response will be forwarded to all purchasers of the bidding documents, including a description of the inquiry, but without identifying its source.

### 3.6 Amendment of bidding documents

Before the deadline for submission of bids, RATE may modify the bidding documents by issuing an addendum.

Any addendum thus issued shall be part of the bidding documents and shall be communicated in writing by email to all purchasers of the bidding documents. Prospective bidders shall acknowledge receipt of each addendum by email to RATE.

To give prospective bidders reasonable time in which to take an addendum into account in preparing their bids, RATE shall extend, as necessary, the deadline for submission of bids.

### 3.7 Documents comprising the bid

The bid submitted by the bidder shall comprise the following:

- (a) The bid
- (b) Qualification Information Form and any other materials required to be completed and submitted by bidders, as specified in these instructions to Bidders.

### 3.8 Bid prices

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The Contract shall be for the whole project, based on the bid price submitted by the bidder. All duties, taxes (e.g., VAT, withholding tax etc.) and other levies payable by the Service Provider under the Contract shall be included in the total bid price submitted by the bidder. The prices quoted by the bidder shall not be subject to adjustment during the performance of the Contract. Prices should be quoted in Emalangeni (SZL).

### 3.9. Bid validity

Bids shall remain valid for a period of 90 days from date of tender opening. In exceptional circumstances, RATE may request that the bidders extend the period of validity for a specified additional period. The request and the bidders' responses shall be made in writing. A bidder may refuse the request without forfeiting the bid Security. A bidder agreeing to the request will not be required or permitted to otherwise modify the bid but will be required to extend the validity of bid security for the period of the extension.

### 3.10. Format and signing of bid

The bidder shall prepare one original of the documents comprising the bid as described in these Instructions to Bidders, bound with the volume containing the Form of Bid, and clearly marked "**ORIGINAL.**" In addition, the Bidder shall submit **three (3)** copies of the Bid, and clearly marked as "**COPY.**" In the event of discrepancy between them, the original shall prevail. The copies are to be used as working documents while the Originals will be kept by RATE for record purposes.

The original and all copies of the bid shall be typed or written in indelible ink and shall be signed by a person or persons duly authorized to sign on behalf of the bidder. All pages of the bid where entries or amendments have been made shall be initialled by the person or persons signing the Bid.

The Bid shall contain no alterations or additions, except those to comply with instructions issued by RATE, or as necessary to correct errors made by the Bidder, in which case such corrections shall be initialled by the person or persons signing the Bid.

### 3.11. Sealing and marking of bids

The bidder shall seal the original and the copies of the bid in **two separate** envelopes duly marking the envelopes as "**ORIGINAL**" and "**COPY**" respectively. The envelopes shall.

- be addressed to RATE at the address provided in the tender advertisement.
- bear the name and identification number of the Tender number as defined.
- provide a warning not to open before the specified time and date for Bid opening.

In addition to the identification required, the envelopes shall indicate the name and address of the bidder to enable the tender to be returned unopened in case it is declared late. If the envelopes are not sealed and marked as above, RATE will assume no responsibility for the misplacement or premature opening of the bid.

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**Technical and Financial proposals shall be submitted in separate envelopes.**

The original and all copies of the Technical Proposal shall be placed in a sealed envelope clearly marked **“TECHNICAL PROPOSAL”** Similarly, the original Financial Proposal shall be placed in a sealed envelope clearly marked **“FINANCIAL PROPOSAL”** followed by the name of the assignment, and with a warning **“DO NOT OPEN WITH THE TECHNICAL PROPOSAL.”** The envelopes containing the Technical and Financial Proposals shall be placed into an outer envelope and sealed. The outer envelope shall bear the submission address, reference number and be clearly marked **“DO NOT OPEN, EXCEPT IN PRESENCE OF THE OFFICIAL APPOINTED NOT LATER THAN 30 AUGUST 2024, 12 NOON LOCAL TIME”**.

### **3.12. Deadline for sub-mission of bids**

Bids shall be delivered to RATE at the address specified in the tender advertisement and no later than the time and date specified. RATE may extend the deadline for submission of bids by issuing an amendment, in which case all rights and obligations of RATE and the bidders previously subject to the original deadline will then be subject to the new deadline.

### **3.13. Late bids**

Late bids will not be accepted at all. Any bid received by RATE after the prescribed deadline will be returned unopened to the bidder.

### **3.14. Bid opening**

#### **3.14.1 Opening of Technical Proposals**

RATE will open proposals the bids, in the presence of the bidders’ representatives who may choose to attend at the time and in the place specified in the tender advertisement. The presence or absence of bid security where applicable, documents defining the constitution or legal status (e.g., valid trading license/, tax clearance certificate etc.) and power of attorney will be announced by RATE at the opening. RATE will also check for proof of official purchase and payment of the tender documents and companies, or suppliers are urged to attach copies of the purchase receipts. RATE will prepare a record of the opening.

#### **3.14.2 Opening of Financial Proposals**

After the technical evaluation is completed and has been approved, RATE will notify those Service Providers whose Proposals were considered non-responsive to the RFT and TOR or did not meet the minimum qualifying technical score that their Financial Proposals will be returned unopened after completing the selection process and Contract signing. The Procuring Entity shall simultaneously notify in writing those Service Providers that have achieved the minimum overall technical score and inform them of the date, time, and location for the opening of the Financial Proposals. The opening date should allow the Service Provider sufficient time to make arrangements for attending the opening. The

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Service Provider's attendance at the opening of the Financial Proposal is optional and is at the Service Provider's choice.

The Financial Proposal shall be opened by RATE in the presence of the representatives of those Service Provider whose proposals have passed the minimum technical score. At the opening of, the names of the Service Provider, and the overall technical scores, including the break-down by criterion, shall be read aloud. The Financial Proposals will then be inspected to confirm that they have remained sealed and unopened. These Financial Proposals shall be then opened, and the total prices read aloud and recorded.

### **3.15. Process to be confidential**

Information relating to the examination, clarification, evaluation, and comparison of bids and recommendations for the award of a contract shall not be disclosed to bidders or any other persons not officially concerned with such process until the award to the successful bidder has been announced. Any effort by a bidder to influence RATE's processing of bids or award decisions will result in the rejection of the bid.

### **3.16. Clarification of bids**

To assist in the examination, evaluation, and comparison of bids, RATE may, at RATE's discretion, ask any Bidder for clarification of the Bidder's Bid, including breakdowns of unit rates. The request for clarification and the response shall be in writing or email, but no change in the price or substance of the bid shall be sought, offered, or permitted except as required to confirm the correction of arithmetic errors discovered by RATE in the evaluation of the bids.

### **3.17. Correction of errors**

Bids determined to be substantially responsive will be checked by RATE for any arithmetic errors. Errors will be corrected by RATE as follows.

- (a) Where there is a discrepancy between the amounts in figures and in words, the amount in words will govern; and
- (b) Where there is a discrepancy between the unit rate and the line-item total resulting from multiplying the unit rate by the quantity, the unit rate as quoted will govern, unless in the opinion of RATE there is an obviously gross misplacement of the decimal point in the unit rate, in which case the line-item total as quoted will govern, and the unit rate will be corrected.

The amount stated in the Bid will be adjusted by RATE in accordance with the above procedure for the correction of errors and, with the concurrence of the bidder, shall be considered as binding upon the Bidder. If the Bidder does not accept the corrected amount, the Bid will be rejected, and the bid security may be forfeited.

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### 3.18. Evaluation, Recommendation, and award criteria

RATE will evaluate and award only those bids determined to be substantially responsive to the bidding documents. The evaluation will apply the Quality and Cost Based Selection Model. The following criteria shall be followed:

- a) There are two (2) Lots within this tender
- b) Each Lot will be evaluated separately therefore a separate service provider may be appointed for each Lot
- c) Tenderers may apply for one Lot or both.

The Tribunal reserves the right to request additional information and clarification of any information submitted, including any omission from the original proposal. Service Provider will be expected to cooperate fully with such a request. In addition, the Tribunal may schedule interviews with the Service Providers as part of the evaluation process. If scheduled, the interviews will be used to clarify information provided by the Service Provider.

### 3.30. Evaluation of the Quality and Cost Based Selection Model

RATE will evaluate and award only those Tenders determined to be substantially responsive to the Tender documents. The financial proposals will be evaluated using the Quality and Cost based Methodology whereby. The final selection will therefore be selected as follows:

- I. Technically qualified tenderer = 70%
- II. Financial Score = 30%

### 3.20. Withdrawal, modification, or substitution

The Tribunal shall allow requests for withdrawal, modification, or substitution of submitted proposals from Service Provider if the deadline has not elapsed. Such requests shall be in writing as addressed to the tender submission address provided.

### 3.21. Samples for Assessment

- i. Tenderers may submit with their Tender specifications, prototypes and/or brochures to enable full assessment of the product offered.
- ii. To assist in product evaluation, the Finance Officer may call on the Tenderer to provide samples of the Goods offered. When samples are to be lodged with Tender, it will be specified in the Scope of Requirement.
- iii. Samples shall be forwarded to the address, and within the time, specified in writing by RATE Finance Officer at the Tenderer's risk and expense. Failure to provide samples (IF CALLED UPON TO DO SO IN WRITING) may disqualify the Tender from further assessment.

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- iv. If requested in writing by the Tenderer, samples will be returned to the Tenderer at their risk and expense.

### 3.22. RATE's right to accept any bid and to reject any or all bids

RATE reserves the right to accept or reject any Bid, and to cancel the bidding process and reject all bids, at any time prior to the award of contract, without thereby incurring any liability to the affected bidder or bidders or any obligation to inform the affected bidder or bidders of the grounds for RATE's action.

### 3.23. Notification of award and signing of agreement

The bidder whose bid has been accepted will be notified of the award by RATE prior to expiration of the bid validity period by a letter. This letter (hereinafter and in the Conditions of Contract called the "Letter of Award") will state the sum that RATE will pay the Service Provider in consideration of the execution and completion of the project by the Service Provider as prescribed by the Contract (hereinafter and in the contract called the "Contract Price").

The notification of award will constitute the formation of the Contract, subject to the bidder furnishing the Performance Security if required and signing the Agreement. RATE will notify the other bidders that their bids have been unsuccessful.

The procuring entity shall prepare an **intention of notice to award** indicating the name of the best evaluated tenderer, the value of the proposed contract and any evaluation scores. The notice shall be sent directly to all tenderers who submitted the tender by email, and it will also be published to the ESPPRA website at least 10 working days before the contract award.

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## SECTION 2

### SCOPE/SPECIFICATIONS OF THE TENDER

#### PART I: PROJECT SUMMARY:

The objective of the tender is to select a suitably qualified vendor for the Supply of Corporate Uniform for about 13 employees. The procuring entity may award per Lot (Male or Female clothing).

The scope for this service shall include the following:

- a) The corporate uniform supplied must be formal and the material used should be high quality.
- b) The corporate wear should be individually packed with the name of the official and each package must have its own delivery note which must be signed off by RATE representative.
- c) Provide a catalogue of the corporate uniform as per the specifications.
- d) The competitive bidder shall be responsible for costs for measurements and fittings.
- e) Below is the list of the corporate uniform:

#### LOT 1: MEN UNIFORM

Uniform Item	Colors	QTY P/P	Description	Composition	Style	Total QTY
3 Piece Suites	Brown	4	Elegant, Professional	Polyester/ Viscose	Slim-Fit	24
	Navy					
	Grey					
SHIRT	Cream	4	Formal, Professional Shirts	Polyester/ Viscose	Slim-Fit Long sleeve Shirts	24
	Light Blue					
	Light Grey					
	White					
TIE	Grey	2	Elegant, Professional	Polyester/ Cotton	Patterned	12
	Gold					
T-SHIRT	Black	4	Branded	Cotton/ Polyester	Slim fit	24
	White					

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	Grey					
	Light Blue					
GOLF T-SHIRT	Grey	4	Branded	Cotton/ Polyester	Slim fit	24
	Light Blue					
	Gold					
	White					
JERSEY	Grey	2	Cardigan long sleeve	Cotton/ Polyester	Cardigan long sleeve	12
	Black					
COAT	Grey	1	Elegant, Professional	Cotton/ Polyester	Slim-Fit	6

## LOT 2: WOMEN UNIFORM

Uniform Item	Colours	QTY P/P	Description	Composition	Style	Total QTY
FORMAL PANTS	Brown	2	Elegant, Professional	Polyester/ Viscose	Classic, Slim Leg pants	14
	Grey					
SKIRTS	Grey	2	Elegant, Professional	Polyester/ Viscose	Pencil Skirt	14
TUNIC	Brown	2	Elegant, Professional	Polyester/ Viscose	Sleeveless, classic shift dress	14
	Dark Grey					
DRESS	Grey	2	Shift Dress	Polyester/ Viscose	Two different neck-cuts	14
	Floral/patterned					
SHIRT	Light Grey	4	Elegant, Professional	Polycotton/ Polyester	Long sleeve, Plain, Fine dots/prints/ straps	28
	Burnt orange					
	cream					
	White					
BLOUSE	Blue	4		Patterned		28

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	Light Blue		Elegant, Professional		Long sleeve, Plain, Fine dots/prints/ straps	
	Gold					
	White					
<b>WAIST-COAT</b>	Dark Grey & Brown	2	Sophie Waistcoat	Polyester/ Viscose	Vivien waistcoat	7
<b>T-SHIRT</b>	Black	4	Branded	Cotton/ Polyester	Slim fit, Regular	28
	White					
	Grey					
	Light Blue					
<b>GOLF T-SHIRT</b>	Grey	4	Branded	Cotton/ Polyester	Slim fit, Regular	28
	Light Blue					
	Gold					
	White					
<b>BLAZER</b>	Grey	2	Two-Piece	Polyester/ Viscose	The kiera blazer, classic fit,	14
	Brown					
<b>JERSEY</b>	Grey	2	Cardigan long sleeve & half jersey	Wool	Cardigan long sleeve	14
	Brown					
<b>COAT</b>	Dark Grey	1	Elegant, Professional	Cotton/ Polyester	Knee length	7

\*The items and quantities given above are for guidance only, RATE reserves the right to alter requirements.

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## GENERAL INFORMATION

<p><b>4.1 General information</b></p>	<p>Name of the Employer: The Revenue Appeals Tribunal Eswatini P. O. Box 9143, Mbabane Eswatini, H100 <a href="http://www.rate.org.sz">www.rate.org.sz</a></p>
<p><b>4.2. Technical and Financial proposals</b></p>	<p>Financial Proposal to be submitted together with Technical Proposal in <b>two different</b> envelopes on the same day and time specified.  Name of the assignment is: <b>“Supply of Corporate Uniform for the Revenue Appeals Tribunal”</b>.</p>
<p><b>4.3 Method of selection</b></p>	<p>The method of selection would be in accordance to the procedures set out in the Procurement Regulations issued by the Eswatini Public Procurement Agency (ESPPRA)</p>
<p><b>4.4 Proposal validity</b></p>	<p>Proposals must remain valid up to 90 days after the submission date.</p>
<p><b>4.5 Clarifications and Amendments of RFP Documents</b></p>	<p>Interested Service Provider may obtain further information on request by writing to the address below no later than 23 August 2024.  The Finance and Administration Officer The Revenue Appeals Tribunal Eswatini Tel: (+268)2404 7172 Email: <a href="mailto:siphephelom@rate.org.sz">siphephelom@rate.org.sz</a></p>
<p><b>4.6 Submission, Receipt, and Opening of Proposals</b></p>	<p>The proposals are expected to be submitted to the address by no later than <b>1200 Noon</b> local time on <b>Monday 30 August 2024</b>.  The Secretary to the Tender Committee The Revenue Appeals Tribunal Eswatini P.O. Box 9143</p>

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	Mbabane
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## Evaluation Criteria

The Service Provider will be selected under Quality and Cost-based Selection and procedures described in this TOR.

Criteria Elements	Weighting
<b>Part A</b> <b>1. Preliminary Evaluation – (YES/NO)</b> <ul style="list-style-type: none"> <li>Valid Original tax compliance certificate</li> <li>Valid Trading licence</li> <li>Valid Certificate of incorporation or equivalent</li> <li>Valid ENPF compliance certificate or equivalent</li> <li>Valid Form J, Form C, or equivalent</li> <li>Valid Labour compliance certificate or equivalent</li> <li>Valid Police clearances for Directors</li> <li>Three traceable references of verifiable similar assignments (Reference Letters).</li> </ul>	
<b>PART B (2-6) Technical Evaluation Criteria</b> <b>2. Resources and Capability</b> <ul style="list-style-type: none"> <li>Relevant technical expertise</li> <li>Availability of resources</li> <li>Size of team to handle project</li> </ul>	40%
<b>3. Methodology</b> <ul style="list-style-type: none"> <li>Detailed project plan</li> </ul>	20%
<b>4. Business Experience</b> <ul style="list-style-type: none"> <li>At least 3 customer references (letter written references)</li> </ul>	20%
<b>5. Customer Service</b> <ul style="list-style-type: none"> <li>Ability to manage and deliver within agreed schedules/timelines</li> </ul>	10%
<b>6. Eswatini Business Promotion</b> <ul style="list-style-type: none"> <li>Degree to which ownership of business vests with Eswatini citizen.</li> </ul>	10%

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<ul style="list-style-type: none"> <li>• Degree to which business is managed by Eswatini citizen.</li> <li>• Extent to which the Tenderer will: <ul style="list-style-type: none"> <li>- Encourage more Eswatini citizens to be involved in business.</li> <li>- Encourage the impartation of technical and business skills to Eswatini citizens.</li> <li>- Improve levels of Eswatini citizens participation in RATE business.</li> <li>- Promote opportunities for employment of Eswatini citizens.</li> </ul> </li> </ul>	
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Evaluator's name: .....

Signature: ..... Date: .....

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## SECTION 3

### GENERAL CONDITION OF CONTRACT

“Purchaser” is Revenue Appeals Tribunal Eswatini (RATE)

“Days” refer to calendar days.

#### 5.1 General conditions and notices

Any notice or other communication whatsoever which RATE is required to give or make to the Tenderer in terms of the contract shall, without prejudice to any other method of giving or making it, be sufficiently given or made if it is sent by post in a letter addressed to the Tenderer at the last place of abode or business of the Tenderer and if the letter is not returned through the post undelivered, such notice or communication shall be deemed for the purpose of the contract to have been given or made at the time at which the letter would in the ordinary course of post have been delivered.

#### 5.2 Tenderer not to sublet the contract

The contract shall be considered as a contract made in Eswatini and subject to the “Law of Contract” in Eswatini. The Tenderer shall not give, bargain, sell, assign, sublet or otherwise dispose of the contract or any part thereof or the benefit or advantage of the contract without the previous consent in writing of RATE.

#### 5.3 Variations

The price per item shall not be subject to any adjustment whatsoever during the contract period.

#### 5.4 Payment Terms and Conditions

Payment will be affected on a monthly or annual basis against statements which should be delivered within 30 days before the elapse of the period of cover. Payment will be made within 30 days from the date of receipt of statement.

#### 5.5 Exchange Rate

Currency fluctuations in the exchange rates between Emalangeni/Rand and the currencies used to purchase imported items quoted in the tender documents shall not affect the prices specified.

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## 5.6 Breach of terms and conditions

Notwithstanding any relaxation or indulgence granted or shown by either party, should a party commit a breach of any terms or conditions of this Agreement and fail to remedy such breach within seven (7) calendar days after the delivery of written notice by the other party calling on them to remedy the breach, the notifying party shall be entitled, but not obliged, and without prejudice to any other rights and remedies it may have in terms of this Agreement or in law, including any right to damages, to terminate this Agreement.

## 5.7 Termination by RATE

RATE may at any time terminate the contract by giving written notice to the Tenderer if the Tenderer becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the Tenderer, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the insured.

## 5.8 Resolution of Dispute

RATE and the Tenderer shall make every effort to resolve amicably by direct negotiation any disagreement or dispute arising between them under or in connection with the contract.

## 5.9 Mediation or arbitration

If, after fourteen (14) days from the commencement of such negotiations, the purchaser and the seller have been unable to resolve amicably a contract dispute be referred for adjudication or arbitration in accordance with the laws of Eswatini.

## 5.10 Contractor Liable for all Taxes, Duties, Fees, etc.

The Tenderer shall be entirely responsible for all taxes, duties, licence fees, etc., incurred until delivery of the contracted service to the Insured.

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**LETTER OF ACCEPTANCE AND TENDER QUALIFICATION INFORMATION**

**PROJECT TITLE: REQUEST FOR TENDER FOR THE SUPPLY OF CORPORATE UNIFORM**

**Contract No:** Tender number no.3 of 2024/2025

**To: The Secretary of the Tender Committee**

**Revenue Appeals Tribunal**

**Sozisa Road, Mbabane**

**Unit 101,1<sup>st</sup> Floor, Development House**

**Swazi Plaza, Mbabane**

Sir/Madam,

I/We undertake to complete and deliver the whole of the project comprised in the contract within the time to be agreed with you.

Unless and until a formal Agreement is prepared and executed, this tender, together with the written acceptance thereof by you, shall constitute a binding Contract between us.

Yours faithfully,

.....

Date.....

Contact Numbers .....

Email .....

Authorized Signature.....

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## TECHNICAL PROPOSAL SUBMISSION FORM

{Location, Date}

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

Dear Sirs:

We, the undersigned, declare that:

(a) We offer to provide the service for [ $\gg$ insert a brief description of the tender $\gg$ ] in conformity with your invitation to tender;

(b) Our tender shall be valid for a period of [ $\gg$ specify the number of calendar days $\gg$ ] days from the date fixed for the tender submission deadline in accordance with the Tender, and it shall remain binding upon us, subject to any modifications resulting from negotiations, and may be accepted at any time before the expiration of that period;

(c) We understand that you are not bound to accept any proposal that you receive;

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

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

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

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]*

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## QUALIFICATION INFORMATION

The Bidder shall supply the following information.

1.0 Constitution or legal status of Bidder: [attach copy]

2.0 Power of attorney of signatory of Bid: [attach]

3.0 Total annual volume of work related to this project performed in the last three (3) years,

4.0 Work performed as prime Service Provider on works of a similar nature and volume over the last three years. Also list details of work under way or committed, including expected completion date.

Project name	Name of client and contact person	Type of work performed and year of completion	Value of contract
(a)			
(b)			
(c)			
(d)			
(e)			

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# FINANCIAL PROPOSAL SUBMISSION FORM

[The Financial Proposal Submission Form should be included in the financial proposal]  
The tenderer must provide a signed declaration in the following format in company letterheads:

[Name of tenderer, Address & Date]

**To: The Registrar**

**Revenue Appeals Tribunal Eswatini**

**P.O. Box 9143**

**Mbabane**

**H100**

Dear Sir,

**RE: Tender No:3 of 2024/25 – Supply of Corporate Uniform**

I, the undersigned declare that.

I offer to provide the above services in conformity with the Request for Tender at:

a) total value of (Numerical – specify currency) \_\_\_\_\_

words

(\_\_\_\_\_)

b) A detailed financial proposal is attached.

c) The proposal will be valid for a period of (numerical)\_\_\_\_\_ (words)\_\_\_\_\_ calendar days from the date fixed for the proposal submission deadline in accordance with the Request for Proposal, and it shall remain binding upon myself, subject to any modifications resulting from negotiations, and may be accepted at any time before the expiration of that period.

d) I understand that you are not bound to accept any proposal that receive; Yours Sincerely

Authorized signature: \_\_\_\_\_

Full Name: \_\_\_\_\_

Title of Signatory: \_\_\_\_\_

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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 Service Provider, Address, and Date>>>]

To: **The Secretary of the Tender Board,  
Revenue Appeals Tribunal  
P.O Box 9143  
MBABANE  
H100**

Dear Sirs,

Re Tender Reference: No. 3 of 2024/25

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
- (d) I/We have not, and our directors or officers have not, been convicted of any criminal offence related to our 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 police clearances for Directors are attached; and
- (e) I/We do not have a **conflict of interest** in relation to the procurement requirement.

Signed .....

Authorised Representative

Date .....

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## SECTION 4

### SUBMISSION CHECKLIST

	REQUIREMENT	AVAILABLE / NOT AVAILABLE (PLEASE TICK ✓ OR CROSS X AS APPROPRIATE)
<b>A.</b>	Completed Technical Proposal form, Financial Proposal form, Declaration of eligibility  <b>*** Completed Price Schedule should be enclosed on the financial proposal.</b>	
<b>B.</b>	A Certified Copy of Current Trading License or equivalent	
<b>C.</b>	Original Current Tax Compliance Certificate or equivalent	
<b>D.</b>	A Certified Copy of Current Labor Compliance Certificate or equivalent	
<b>E.</b>	A Certified Copy of Current ENPF Compliance Certificate or equivalent	
<b>F.</b>	A Certified Copy of Form J and Form C or equivalent	
<b>G.</b>	Police Clearance Certificate for ALL Directors or equivalent	
<b>H.</b>	Company Profile.	
<b>I.</b>	Written Reference Letter of at least (3)	
<b>K.</b>	Proof of Payment for Tender Document.	

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## PRICE SCHEDULE

No.	Description	Quantity	Unit Cost (E)	VAT (E)	Total Cost (E)
1					
2					
3					
4					

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**ATTACHMENT 1**

**AGREEMENT ENTERED INTO BY AND BETWEEN:**

**REVENUE APPEALS TRIBUNAL-ESWATINI**

(Hereinafter called the "Tribunal") with its Head Office at Unit 101,1st Floor, Development House Swazi Plaza, Mbabane. The Tribunal duly represented by the Registrar authorized by the Revenue Appeals Tribunal Act No. 13 2030, hereinafter referred to as the Act.

And

.....

(Hereinafter called the "Service Provider") with the principal place of business at

.....

The "Service Provider" duly represented by

.....

who warrants that he/she is so authorized.

**Agreement for the Supply of And Delivery of Branded Promotional Materials for Revenue Appeals Tribunal-Eswatini**

**THE AGREEMENT**

**1. Appointment**

The Tribunal hereby appoints..... (Proprietary) Limited who accepts such appointment, to provide services as outlined in Clause 4 of this Agreement.

**2. Duration**

This Agreement shall endure for a period of thirty-six months (36).

**3. Fees and Payment Terms**

The Tribunal will pay to the Service Provider for services provided within thirty (30) days after receipt of an invoice or on or before the 5<sup>th</sup> day of the following month.

**4. Scope of Services**

During the currency of the Agreement, the Service Provider shall Supply of Corporate Uniform for the Revenue Appeals Tribunal.

Should either Party wishes to propose any change to the scope of services, such Party shall provide the other Party with a written proposal of such a change.

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## 5. Service Levels

The Service Provider undertakes that in providing the services to the Tribunal it will comply with the scope of services as outlined in Clause 4.

## 6. Warranties

The Service Provider warrants that:

- 6.1 It shall use and adopt professional standards and provide the services with due care, skill, and diligence.
- 6.2 The And Delivery of Branded Promotional Materials shall be delivered in accordance with the schedule with which both Parties shall agree to, and the service provider shall be always prompt and punctual.
- 6.3 The service provider shall at the end of the contract period produce a report on the and Delivery of Branded Promotional Materials developed.

## 7. Obligations

### 7.1 The Service Provider undertakes:

- 7.1.1 To Supply of Corporate Uniform within the specified time frame.

## 8. Force Majeure

Neither party shall be under any liability to the other by reason of non-performance or delay in performance of any obligation hereunder caused by Force Majeure, to the extent that non-performance or delay is attributable to such Force Majeure and only for the duration of the Force Majeure and the effect upon its ability to perform its obligations hereunder. As used herein, the term Force Majeure shall mean and include, but shall not be limited to, any acts of God, explosion, fire, flood, perils of the sea or air, explosion, sabotage, accident, embargo, riot, civil commotion, war or other hostilities, governmental or parliamentary acts, regulations or orders, or any other circumstance beyond the reasonable control of the Party so failing. If such a Force Majeure is of duration of more than fourteen (14) days, each party shall be entitled to terminate this Agreement by written notice, without any additional liability to the other Party.

## 9. Governing Law

- 9.1 This Agreement shall be governed by and construed in accordance with the Laws of Eswatini. In the event of any dispute, the Parties shall try to settle the matter amicably.

### **Disclaimer**

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9.2 If the Parties are unable to reach a settlement within ten (10) days of notice of dispute, the Parties are at liberty of enforcing rights and obligations under the Agreement through the judicial system.

## 10. Variation, Amendment and Termination

This Agreement constitutes the entire agreement between the Parties. Any variation, amendment and termination of this Agreement shall be effective when:

10.1 The proposal for variation or amendment is made in writing by the Party proposing such to the other party.

10.2 The other Party agrees in writing to the variation or the amendment and duly notifies the other Party.

10.3 A document encompassing the variation or amendment is duly signed by both Parties. The Agreement shall be considered to have been varied or amended on the date of the last signature of the notice to vary or amend.

10.4 A notice of termination is sent by the Party intending to terminate the Agreement giving seven (7) days' notice.

10.5 The other Party acknowledges the receipt of the notice to terminate and agrees to the termination.

10.6 A document is signed by both Parties and the Agreement shall be considered to have been terminated on the date of the last signature of the notice to terminate.

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**11. NOTICE AND DOMICILIUM**

11.1 Each of the Parties chooses domicilium citandi et executandi ("domicilium") for the purposes of the giving of any notice, the serving of any process and for any purposes arising from this Agreement at their respective addresses set forth hereunder:

**RATE**

Sozisa Road, Mbabane Unit 101, 1st Floor

Development House, Swazi Plaza, Mbabane

P.O Box 9143

Telephone: 2404 7122

**SERVICE PROVIDER**

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Telephone:

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11.2 Each of the Parties shall be entitled from time to time, by written notice to the other to vary its domicilium to any other address within the Kingdom of Eswatini which is not a post office box or poste restante.

11.3 Any notice given and any payment made by a Party to the other ("the addressee") which:

11.3.1 is delivered by hand during the normal business hours of the addressee at the addressee's domicilium for the time being shall be presumed, unless the contrary is proved by the addressee, to have been received by the addressee at the time of delivery.

11.3.2 is posted by prepaid registered post from an address within the Kingdom of Eswatini to the addressee at the addressee's domicilium for the time being shall be presumed, unless the contrary is proved by the addressee, to have been received by the addressee on the fourteenth day after the date of posting.

11.3.3 is transmitted by telefacsimile to the telefacsimile number forming an element of the addressee's domicilium in terms of this clause shall, unless the contrary is proved by the addressee, be deemed to have been received by the addressee 48 (FORTY-EIGHT) hours after the time of transmission.

## 12. Effective Date and Signature

The effective date of this Agreement is the ..... **2024**.

The Parties also indicate agreement with this Agreement by their signatures.

On behalf of:

### **Revenue Appeals Tribunal:**

Name: Nelisiwe Tsabedze-Hlophe

Title: Registrar/CEO

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

Date:

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**On behalf of Service Provider:**

Name: \_\_\_\_\_

Title: \_\_\_\_\_

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

Date:

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