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SWAZILAND ENERGY REGULATORY AUTHORITY

REQUEST FOR PROPOSALS

CONSULTANCY TO UNDERTAKE A MARKET STUDY FOR ESWATINI ELECTRICITY SUPPLY INDUSTRY

SERA_04/2018



June 2018



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1. LETTER OF INVITATION

REQUEST FOR PROPOSALS FOR UNDERTAKING A POWER SECTOR MARKET STUDY FOR ESWATINI ELECTRICITY SUPPLY INDUSTRY, SERA_04 OF 2018/19

Tenders are hereby invited from suitably qualified service providers to undertake a comprehensive **power sector market study** (on behalf of the Authority in consultation with Ministry of Natural Resources and Energy). The main objective of the study is to determine the economic impact of the recently adopted market structure as contained in the Swaziland Independent Power Producer Policy. The study shall amongst various outputs determine thresholds associated with bilateral trading qualification, a power sector market assessment model for determining the transition for the respective stages of the industry and the impact of allowing private/municipal distribution. The study shall further outline regulatory interventions that will foster an enabling environment for the co-generation/ private generation in a manner that ensures sustainability of the sector

Terms of Reference will be provided after a payment of a non-refundable tender fee of **E 350.00** to the Swaziland Energy Regulatory Authority (SERA). Payments for the tender fee should be made to the following account and a proof of payment be sent to msibim@sera.org.sz;

Name : Swaziland Energy Regulatory Authority
Bank Name : Nedbank Swaziland
Branch Code : 360164
Account : 020000596311
Account Name : Call Account

Documents are available at SERA Offices on the address below:

**Swaziland Energy Regulatory Authority
First floor, RHUS Office Park,
Karl Grant Street
Mbabane**

The closing date for submission of tenders is **31st August, 2018 at 11H00**. Late, incomplete, telephoned or telegraphic tenders will not be considered. Request for Clarification closes on the 13th July 2018 at 11:00. Bids shall be opened on the 31st August 2018 at 1100HRS at SERA offices.



Completed tenders should be delivered in a sealed envelope to the tender box at the SERA Reception clearly marked (**PROPOSALS TO UNDERTAKE A POWER SECTOR MARKET STUDY_04 OF 2018/19**).

Any actions or tendencies that will be interpreted as an attempt to interfere with or influence the tendering process will result in immediate disqualification of the Tenderer. All enquiries relating to this tender may be addressed to Mr Mzwandile Msibi Tel No. (+268)2404 2103/8425, Fax No. (+268)24048474 e-mail: msibim@sera.org.sz.

SERA does not bind herself to accept the lowest or any tender.

2. INTRODUCTION

The Swaziland Energy Regulatory Authority (SERA) is a statutory Energy Regulatory Body established through the Energy Regulatory Act, 2007 (Act No.2 of 2007). The Mandate of SERA is the administration of Electricity Act, 2007 (Act No.3 of 2007), with the primary responsibility of issuing licences with conditions, regulate tariffs, prices and charges for services provided by regulated entities and the development and enforcement of performance standards for licensees. In regulating the industry, the Authority promotes the interest of consumers in a manner that ensures sustainability of the sector. In doing so, SERA is guided by regulatory instruments and procedures developed under the electricity sector's legislative framework. The Authority strives to become the most effective Energy Regulator in Southern Africa by promoting a viable and sustainable energy industry in Eswatini through efficient and effective regulation.

2.1 FUNCTIONS OF THE SERA

In terms of section 5 of the Energy Regulatory Act, 2007 the functions of the Authority include, but not limited, to the following:

- Issues licences to electricity undertakings;
- Regulate and approve tariffs, charges and conditions of services provided by licenced entities;
- Ensure security of supply;
- Receive, investigate and adjudicate complaints;
- Set quality of supply and service standards in the electricity industry;
- Promote the interest of consumers whilst maintaining the integrity and sustainability of regulated entities;
- Promote consumer awareness and education in the electricity industry;
- Monitor levels and structures of competition, promote and establish controls to ensure competition in electricity production and distribution; and
- Develop and enforce performance standards for the licensed activities.



3. POWER SECTOR MARKET STUDY

The Swaziland Energy Regulatory Authority (SERA) is mandated by the ER Act to administer the electricity act with the primary objective of creating an enabling environment that will attract private sector participation in the generation sector and reduce the country's over-reliance on electricity imports. Pursuant to that national objective, the country adopted the Swaziland Independent Power Producer Policy (SIPP) which defines a market structure that aims to promote local generation. The market structure fully liberalises the sector and therefore should be implemented in a staged approach that ensures sustainability of the sector and protection of captive customers as defined in the SIPP. The study must further assess the economic impact and viability of private/municipal electricity distribution in urban areas and its consistency with the sector and national development goals.

4. SCOPE OF STUDY

The power sector market study shall

- I. Determine the impact of the SIPP market structure on the energy sector and economy.
- II. Assess the economic viability of unbundling the vertically integrated utility into 2 independent entities (Generation, and Transmission and Distribution).
- III. Conduct a cost-benefit analysis of having two distinct companies.
- IV. Assess the short and long-term economic viability of a state-owned generation company.
- V. Determine the technical and economic viability of municipal/private distribution and its impact on the sector, in particular on tariff levels.
- VI. Recommend a set of reforms and implementation stages and timelines of the SIPP market structure.

5. DESIRED CONSULTANT

A consultancy firm with relevant experience in undertaking energy sector market studies, strategies and reforms for similarly placed agencies/institutions is preferred. A minimum of a master's degree in relevant field (e.g. Electrical Engineering, Economics or Tariff Setting) for lead consultant is required. The team must at minimum have the following experts;

- Regulatory/Sector Reform Specialist
- Energy Economist;
- Power Sector Specialist (Engineering background)

Team members should also demonstrate a high level of standing through qualifications and experience. The team must have a balanced mix of qualifications (i.e. Engineering, Economics or Finance and Legal). The team must further demonstrate diversified



international experience, including in developing countries; and must have undertaken a similar exercise in the past 5 years

6. OUTPUT

It is expected that the power sector market study will, among other things, deliver the following

- a. **Output 1:** A detailed report outlining the possible impacts of the market structure to the sector and economy. The report must further outline all possible interventions that will ensure sustainability of the sector
- b. **Output 2:** A market structure impact assessment model to be used by the Authority in evaluating the sector and determining the transition to the different stages of the market structure.
- c. **Output 3:** A report on municipal/private distribution
- d. **Output 4:** A final report with a set of clear recommendations and timelines (where possible) on the following:
 - Implementation of the SIPP Market Structure
 - Timelines for the implementation of the different stages of the SIPP Market Structure
 - A set of interventions that will allow the implementation of the market structure in a manner that is aligned to the country's policy objectives
 - Thresholds for IPPs qualifying for bilateral trading and contestable customers
 - Viability of municipal electricity distribution and market reforms/regulatory instruments necessary for a competitive and cost-effective industry.
 - Technical and economic viability of integrating SSEG into ESI and recommendations of the best approach (capacity thresholds and pricing structures)
- e. **Output 5:** A separate final report on the unbundling of the utility covering the following aspects
 - Technical and economic viability of unbundling the utility into two distinct companies highlighting the benefits and challenges thereof.
 - A roadmap clearly stipulating the steps for unbundling the utility and all legislative requirements that will enable such a process including but not limited to legislative amendments.

7. METHODOLOGY

The consultant shall suggest and agree with SERA, a most suitable methodology for carrying out the assignment. The consultant may have access to relevant documents at SERA; arrange interviews with key stakeholders; administer questionnaires to sample respondents; and analyze findings. In engaging some of the key Stakeholders, SERA will



make efforts to arrange for appointments with the focal persons in the respective organizations. However, the consultant will, in close liaison with the relevant SERA department, agree on a work plan and budget that should seek to address the outputs in the terms of reference.

8. QUALIFICATIONS OF CONSULTANT

8.1 The Consultant/firm to undertake the study should possess the following relevant qualities:

- A demonstrable understanding of the electricity supply industry, locally, regionally and internationally;
- Demonstrable knowledge of the energy regulatory environment, locally, regionally and internationally;
- Experience in undertaking market studies and policies in the energy sector in general and in the electricity industry in particular;
- Demonstrable knowledge in development and implementation of energy sector reforms;
- A cadre of relevant personnel with good academic credentials and vast experience in the fields related to the areas of interest above.

8.2 At the minimum, the team required for this assignment must have a balanced mix of qualifications and experience in the field of electrical engineering, economics/finance/energy economics, and regulation. The key team members must possess at least a Master's degree or equivalent in the relevant field and a relevant experience of at least 10 years each.

9. REPORTING/SUPERVISION

The consultant shall report to the **Compliance Monitoring Officer - Mr Mzwandile Msibi** on the progress of the running of the study. Reporting intervals are specified in detail in the Terms of Reference.

10. EVALUATION CRITERIA

In evaluating proposals, SERA will adopt a two-envelope system and evaluate proposals using a **Quality and Cost-Based Selection Model**. Technical proposals will be evaluated first. It is therefore compulsory to submit a separate technical proposal and separate financial proposal, each wrapped in a separately sealed envelope and clearly marked 'technical proposal' and 'financial proposal', respectively.

The tenderers must not include any financial information in the technical proposals, otherwise the proposals will be disqualified.



10.1 Criteria, sub-criteria, and point system for the evaluation of Technical Proposals are:

- | | | |
|-------|--|--------------|
| (i) | Specific experience of the Consultants relevant to the assignment: | (25%) |
| | (a) Experience of the firm in the electricity industry (Local, regional and international) | 15 |
| | (b) Experience of the firm in undertaking a power market study or similar tasks within the electricity supply industry | 10 |
| (ii) | Adequacy of the proposed methodology and work plan in responding to the Terms of Reference: | (30%) |
| | (a) Technical approach and methodology | 10 |
| | (b) Work plan | 10 |
| | (c) Organization of work and staff | 10 |
| (iii) | Key professional staff qualifications, experience and competence for the assignment: | (45%) |
| | (a) Evaluation of Team Leader | 25 |
| | (b) Evaluation of Support Staff | 20 |

Total weight: 100%

10.2 The minimum technical score required to pass is: 75 points

10.3 Financial proposal evaluation

Financial proposals of bidders attaining the minimal score of 75% will be opened during the evaluation. Financial proposals from consultants that have not attained the minimum technical score required of 75% will be returned to bidders unopened.

The lowest cost financial proposal of a bidder who passed the technical evaluation will be awarded full points and all other proposals will be evaluated based on the low-cost bidder using the formula:

Financial Score = Lowest Bid Price / Bid Price under consideration

10.4 The technical proposal shall carry 80% of the total weighting and the financial proposal shall carry 20%.



10.5 In calculating the final score for each bidder, the technical proposal shall carry 80% of the total weighting and the financial proposal shall carry 20%.
Final Score (%) = 0.8* Technical Score (%) +0.2*Financial Score (%)

11. CONTRACT AWARD

11.1 A bidder who scores the highest final score shall be selected as the preferred bidder and recommended for the award of the contract. Approval of award of contract does not constitute a contract award.

11.2 An intention of a notice to award in terms of the circular no.3 of 2015 issued by the Swaziland Public Procurement Authority shall be issued. The notice shall allow for a notice period of at least 10 working days from the despatch and publication of the notice before the award of the contract.

12. INFORMATION TO BE SUBMITTED WITH PROPOSAL

- (a) Power of Attorney
- (b) Certificate of Incorporation or equivalent
- (c) Certified copy of original Tax Clearance Certificate or equivalent or a confirmation letter from relevant authorities in the jurisdiction of the consultant affirming exemption from holding the same.
- (d) Certified copy of original Trading Licence or equivalent, or a confirmation letter from relevant authorities in the jurisdiction of the consultant affirming exemption from holding the same.
- (e) Submission of a company current Form J or equivalent, endorsed by the Registrar of Companies.
- (f) Submission of a company current Form C or equivalent, endorsed by the Registrar of Companies
- (g) Submission of Labor compliance certificate or equivalent
- (h) The directors as listed in form C should provide certified copies of identity documents and police clearance.

Note: Omissions and non-conformance to any of the above conditions, or any conditions stated anywhere else in this document will lead to disqualification.

13. DURATION

The whole exercise should be completed within a period not exceeding 4 calendar months. The consultant shall express the time required in terms of man hours and provide sufficient resources to carry out the task within the 4 months' timeframe.

14. ENQUIRIES REGARDING DOCUMENTS

All enquiries must be directed in writing to the Compliance Monitoring Officer- Mr Mzwandile Msibi, Swaziland Energy Regulatory Authority, and Telephone: +268 2404 2103 / 8425; Fax: +268 2404 8474 email: msibim@sera.org.sz (Mr Mzwandile Msibi).



15. SUBMISSION AND VALIDITY OF BIDS

15.1 Submission

A technical proposal and a financial proposal shall be submitted, enclosed in plain wrapped, sealed separate envelopes and clearly marked on the outside and deposited on the SERA tender box situated at the reception.

Contract No: SERA 04 of 2018/19

CONSULTANCY TO UNDERTAKE A POWER SECTOR MARKET STUDY FOR ESWATINI ELECTRICITY SUPPLY INDUSTRY

They must be delivered on or before the Date of Closure of Proposals to:

Swaziland Energy Regulatory Authority

First Floor, RHUS Office Park

Karl Grant Street

MBABANE

15.2 Validity of Bids

Bids shall be valid for a period of 3 calendar months from the submission deadline.

15.3 Language of Bids

All bids must be written in English and be submitted in 3 hard copies (i.e. one original and two copies)

15.4 Withdrawal, Substitution and Modifications

15.5 In the event that a bidder wishes to withdraw a tender, a notification in writing addressed to the Chief Executive Officer must be submitted.

15.6 There shall be no refund of the tender fee for any withdrawals

15.7 Where a tenderer wishes to substitute or modify a tender, He/She shall do so in writing addressed to the Chief Executive Officer. Modified/ replaced tender documents shall be clearly marked and submitted before the closing date of the tender.

15.8 Currency of Bids

All bids must be denominated in Swazi Lilangeni (Szl). Risks associated with exchange rates movements shall rest with the bidder.



16. CONTRACT TERMS AND CONDITIONS

16.1 Definitions

- 16.1.1 The clause headings in this Contract are used for convenience and reference purposes only and shall not be used in the interpretation nor be deemed to modify or amplify the terms of this Agreement or any clause thereof.
- 16.1.2 Unless the context clearly indicates a contrary intention, any words importing or connoting any gender includes all genders;
- 16.1.3 The singular included the plural and vice versa;
- 16.1.4 Natural persons include artificial person and vice versa and shall in the eventuality of a change in the Law in Swaziland to provide for the same, insolvency shall include judicial management;
- 16.1.5 The following expressions shall bear the meanings assigned to them below and cognate expression shall bear corresponding meanings: -



- 16.1.5.1. *“SERA “ means The Swaziland Energy Regulatory Authority, a Government parastatal established in terms of the Energy Regulatory Act, 2007 with its principal place of business at First Floor, RHUS Office Park, Karl Grant Street, Mbabane, Hhohho Region, for purposes of executing this agreement into binding force, herein represented by Vusumuzi Mkhumane, in his capacity as Chief Executive Officer, he being duly authorized to so representatively act herein and he too, hereby warranting his lawful authorization to so act herein.*
- 16.1.5.2. *The Consultant” means the entity that will be successful in the bid process.*
- 16.1.5.3. *“The Parties” shall mean SERA and the Consultant.*
- 16.1.5.4. *“Day” means the period from one midnight to the next midnight in any day of the Gregorian calendar, other than a Sunday or any official public holiday within the Kingdom of Swaziland;*
- 16.1.5.5. *“Commencement Date” means the date on which the last signature necessary to complete the formal signing of this agreement into existence is appended;*
- 16.1.5.6. *“Project Manager” means a person appointed by SERA to act as Project Manager for the purposes of this contract;*
- 16.1.5.7. *“Contract Price” shall mean the fixed sum provided in the financial proposal of the successful bidder.*
- 16.1.5.8. *Expressions or words defined in this agreement shall bear their ordinary meaning unless otherwise defined in this contract or by law.*
- 16.1.5.9. *Annexure to the Agreement shall be deemed to be incorporated into and to form part of the Agreement. Provided that in the event there is a conflict between a particular provision of the main body of this agreement and any annexure thereof, the provision in the main body of the agreement prevails and shall be deemed to state the final intention of the parties in that regard.*
- 16.1.5.10. *The terms of this agreement having been negotiated, the rule of construction that provisions are to be constructed against the Party drafting an agreement, or part of an agreement, or on whose behalf an agreement or part of an agreement has been drafted, shall not apply to this Agreement.*

16.2 COMMENCEMENT, EXECUTION AND COMPLETION OF THE PROJECT.

16.2.1 Commencement

- 16.2.1.1. The services to be carried under the Contract are to commence from the date of signature of the Contract.
- 16.2.1.2. In the event that any delay in the completion of the project is occasioned by any fault and/or delay by either party, the project shall be completed



within such extended time frame as the parties may agree in writing; provided that both parties shall avoid any delays to the project.

16.2.2. Execution

- 16.2.2.1. The project shall be executed during the contract period and completed by the Consultant on or before the completion date.
- 16.2.2.2. SERA will appoint a person to be a Project Manager to administer the Contract on her behalf.
- 16.2.2.3. The Project Manager shall be the liaison person for SERA and shall be responsible for directing the performance of this contract. The Consultant shall constantly report and/or update SERA on progress of the project at all material times where necessary or when required to do so. The Consultant appoint will appoint a person to be a Liaison person for the Consultant.

16.3. Scope of Work

- 16.3.1. The Consultant shall perform consultancy services to provide an adequate, and satisfactory power market study which will cover the following areas;
 - Determine the impact of the SIPP market structure on the energy sector and economy.
 - Assess the economic viability of unbundling the vertically integrated utility into 2 independent entities (Generation, Transmission and Distribution).
 - Conduct a cost-benefit analysis of having two distinct companies.
 - Assess the short and long-term economic viability of the proposed state-owned generation company.
 - Determine the technical and economic viability of municipal/private distribution and its impact on the sector in particular on tariff levels.
 - Recommend a set of reforms and implementation stages and timelines of the SIPP market structure.
- 16.3.2. With any manner, details and as may be necessary in ensuring an excellent and satisfactory cost of supply study on behalf of SERA.
- 16.3.3. Subject to the Consultant's due diligence and efficient execution and completion of the project, and/or the outputs specified herein above, the SERA shall pay the sum of the contract price in clause 15.1.5.7 above and the breakdown particularized as follows;



16.3.4. Remuneration: *As stated in the financial proposal of the successful bidder*

16.3.5. Reimbursable expenses: *As stated in the financial proposal of the successful bidder*

16.4. PAYMENT

16.4.1. When claiming payment, the Consultant shall submit an invoice to SERA. The invoice shall be submitted together with supporting documentations, addressed to The Swaziland Energy Regulatory Authority.

16.4.2. SERA shall make payments to the Consultant within 30 days of receipt of a valid invoice.

16.4.3. Payment shall be made to an account specified by the Consultant free of any deductions, save for withholding tax due under the tax laws of Swaziland; Provided that SERA will provide the Consultant with all necessary documentation in order to enable the Consultant to claim any withholding tax withheld or deducted by SERA on such invoice.

16.4.4. The payment terms shall be as follows: *As agreed with the successful bidder.*

16.5. Currency of Payment

16.5.1. The currency of payment of the Contract shall be in Swaziland Lilangeni.

16.6. Indirect Payment

16.6.1. The remuneration of the Consultant charged to the Contract shall constitute his only remuneration in connection with the Contract and the Consultant shall not accept any trade Commission, discount, allowance or indirect payment or other consideration in connection with or in relation to the Contract or to the discharge of Consultant's obligations.

16.7. POSTPONEMENT, VARIATION AND TERMINATION.

16.7.1. Postponement and Termination.

16.7.1.1. Either party may, by written notice to the other party and at any time, give prior notice of his intention to postpone or abandon the project, in whole or in part, or terminate this contract.



- 16.7.1.2. The effective date of termination of the project shall not be less than fifteen (15) days after receipt of such notice, or such other longer or shorter period as may be agreed between the Parties.
- 16.7.1.3. Upon receipt of such notice the Consultant shall take immediate steps to bring the Services to a close and to reduce expenditure to a minimum.
- 16.7.1.4. Termination of the Contract, for whatever reasons, shall not prejudice or affect the accrued rights or claim and liabilities of either party to this Contract.

16.8. Variation

- 16.8.1.** This agreement can only be varied by agreement in writing entered into by the parties.
- 16.8.2.** Either one of the parties can initiate negotiations with a view to reach such said agreement.

16.9. Claims for Default

Any claim for damages arising out of default and termination shall be agreed between SERA and the Consultant or, failing agreement, shall be referred to arbitration in accordance with Clause 11.

16.10. FORCE MAJEURE

- 16.10.1.** Neither party shall be liable under this Contract if so far as either or both of them are prevented from carrying out the same by “force majeure”, that is to say an act of God, act of war, warlike operations, civil commotion, strikes or any industrial action whatsoever, fire, tempest or any other cause or happening beyond its control.
- 16.10.2.** If conditions of force majeure persist in respect of a party for a period in excess of 60 (sixty) days and have material adverse effect on the other party, and the parties are within such period unable to reach written agreement on amendments to the relevant provisions of this contract to take into account such conditions, the other party may terminate this agreement with immediate effect on written notice.



16.11. APPLICABLE LAW

16.11.1. This Contract shall be deemed to be concluded in Swaziland and shall accordingly be governed and construed according to the laws for the time being in force in the Kingdom of Swaziland.

16.12. RELAXATION

16.12.1. No latitude, extension of time or other indulgence which may be given or allowed by any party to any other party in respect of the performance of any obligation hereunder or enforcement of any right arising from this agreement and no single or partial exercise of any right by any party shall under any circumstances be construed to be an implied consent by such party or operate as a waiver or a novation of, or otherwise affect any of that party's rights in terms of or arising from this contract or stop such party enforcing, strict and punctual compliance with each and every provision or terms hereof.

16.13. SKILLS, CARE AND DILIGENCE

16.13.1. The Consultant shall exercise all professional skill, care and diligence in the performance of the services under the Contract and shall carry out its responsibility at the best professional engagement.

16.14. COPYRIGHTS

16.14.1. The copyright of all documents prepared by the Consultant in connection with the Project shall be vested with SERA.

16.14.2. The Consultant may take copies of such documents but shall not use the contents thereof for any purposes unrelated to the Contract without the prior written consent of SERA.

16.15. OBLIGATIONS OF SERA

16.15.1. Furnish data and information

16.15.1.1. SERA shall:

- Furnish without charge and within a reasonable time all pertinent data and information requests by the Consultant in executing this Contract.
- Give such assistance as shall be reasonably required by the Consultant for the carrying out of its duties under the Contract.



- Give decisions on all reports, documents, recommendations and other matters properly referred to for decision by the Consultant in such reasonable time as not to delay or disrupt the performance by the Consultant of its obligations under this Contract.
- Any data they may require.
- Any assistance with regard to making appointments with Industry participants

16.16. Approval of amended documents

16.16.1. Where SERA approved a report or document subject to modification by the Consultant, the changes requested shall be incorporated into the document within a reasonable period and in any case before the end of the Contract period.

16.17. Assistance to the Consultant

16.17.1. SERA shall whenever possible assist the Consultant in obtaining necessary visas, permits, and customs clearance.

16.17.2. SERA shall deduct the withholding tax to ensure that the Consultant complies with the tax laws of Swaziland. SERA shall provide the consultant with the withholding Tax Certificate.

16.18. BREACH

16.18.1. Either one of the parties shall be entitled after giving the other one of the parties 10 (ten) days' notice in writing, to terminate this agreement and to claim damages from the other one of the parties, should such other one of the parties commit any breach of the agreement and fail to remedy such breach within the said 10 (ten) days of notice.

16.19. SETTLEMENT OF DISPUTES / ARBITRATION

16.19.1. This Agreement relies for its efficacy on the exercise by the Parties of utmost good faith. Therefore the general and specific terms and conditions of this Contract are to be construed accordingly and will be interpreted where necessary by mutual agreement.



16.19.2. If the parties are unable to resolve any dispute resulting from this Contract by means of joint co-operation or discussion between them within two weeks after a dispute arises, then it shall be resolved by way Arbitration in accordance with the Arbitration Laws of Swaziland.

16.19.3. The arbitrator shall be chosen and appointed through consensus. The Arbitrator's decision shall be final and binding on both parties. The resulting award (if any) shall be in lieu of any other remedy.

16.20. PERSONNEL

16.20.1. The personnel of the Consultant shall all be involved, each within his/her expertise and experience in the execution of the project.

16.21. DOMICILIUM

16.21.1. The parties hereto choose *domicilium citandi et executandi* for all purposes of and in connection with this agreement.

16.21.2. Either party hereto shall be entitled to change its *domicilium* from time to time, provided that any new *domicilium* selected by it and any such change shall only be effective upon receipt of notice in writing by the other parties of such change.

16.21.3. All notice, demands, communications or payments intended for either party shall be made or given at such party's *domicilium* for the time being.

16.21.4. A notice sent by one party to another party shall be deemed to be received:

16.21.5. Notwithstanding anything to the contrary herein contained a written notice or communication actually received by a party shall be an adequate written notice or communication to it notwithstanding that it was not sent to or delivered at its chosen *domicilium citandi et executandi*.



17. DEADLINE FOR REQUEST FOR CLARIFICATION AND SUBMISSION OF PROPOSALS

18. Clarifications

18.1 Request for Clarification, Deadline for Clarification and Amendments of RFPs

Request for Clarification closes on the 15th August 2018 at 11:00. All requests for clarification shall be in writing and directed to the Project Manager, Mr Mzwandile Msibi, email; msibim@sera.org.sz. Responses to request for clarification will be sent to all tenderers, at the same time without disclosing the source of the request.

18.2 In cases of amendment to tender documents, amendments will be attached as addenda to the original documents. The Regulator will send, by electronic means, any clarifications and amendments to all consultants who have purchased the Terms of Reference and the amendments will also be published in the Regulator's website. All clarifications and addenda will be binding to all bidders.

18.3 Submission Deadline

The deadline for submission of proposals is the **31st August 2018 at 11:00 hrs.**

19. FORMAT OF CURRICULUM VITAE FOR PROPOSED PROFESSIONAL STAFF

- i. **Proposed Position or Role** [*only one candidate shall be nominated for each position*]:
- ii. **Name of Firm** [*Insert name of firm proposing the staff*]: _____

- iii. **Name of Staff** [*Insert full name*]: _____
- iv. **Nationality**: _____
- v. **Education** [*Indicate college/university and other specialized education of staff member, giving names of institutions, degrees obtained, and dates of obtainment*]: _____
- vi. **Membership of Professional Associations**: _____
- vii. **Other Training** [*Indicate significant training since degrees under 5 - Education were obtained*]: _____
- viii. **Countries of Work Experience**: [*List countries where staff has worked in the last ten years*]: _____



ix. Languages [For each language indicate proficiency: good, fair, or poor in speaking, reading, and writing]: _____

x. Employment Record [Starting with present position, list in reverse order every employment held by staff member since graduation, giving for each employment (see format here below): dates of employment, name of employing organization, positions held.]:

From [Year]: To [Year]: __

Employer: _____

Positions held: _____

<p>xi. Detailed Tasks Assigned</p> <p>[List all tasks to be performed under this assignment]</p>	<p>xii. Work Undertaken that Best Illustrates Capability to Handle the Tasks Assigned</p> <p>[Among the assignments in which the staff has been involved, indicate the following information for those assignments that best illustrate staff capability to handle the tasks listed under point 11.]</p> <p>Name of assignment or project: _____</p> <p>Year: _____</p> <p>Location: _____</p> <p>Client: _____</p> <p>Main project features: _____</p> <p>Positions held: _____</p> <p>Activities performed: _____</p>
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xiii. Certification:

I, the undersigned, certify that to the best of my knowledge and belief, this CV correctly describes myself, my qualifications, and my experience. I understand that any wilful misstatement described herein may lead to my disqualification or dismissal, if engaged.

_____ Date: _____

[Signature of staff member or authorized representative of the staff] Day/Month/Year

Full name of authorized representative: _____

20. THE BID SUBMISSION

The bid form below shall be filled and submitted with the technical proposal.

Bid Submission Form

Item	Tick
Certificate of Incorporation	
Form C and Form J	
Directors 'national IDs and Police Clearances	
Company Registration Certificate	
Tax Registration Certificate	
Power of Attorney	
Labour Compliance Certificate	
Three (3) Trade References	



21. STRUCTURE FOR TECHNICAL PROPOSAL

21.1 SUBMISSION LETTER (RESPONDING TO THE REQUEST FOR PROPOSAL)

A letter responding to the Request for Proposal, introducing associate firms in the assignment and a statement affirming that information provided is true and correct.

**The Chief Executive Officer
Swaziland Energy Regulatory Authority
P.O. Box 7137
Mbabane
Swaziland**

If there are any letters from associate firms and statements of confidentiality, can also be attached in this section, after the former. The consultant must also include the **Submission form** provided in the Request for Proposals, indicating that the documents or information required is included.

21.2 DECLARATION OF ELIGIBILITY

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

To:

**The Chief Executive Officer
Swaziland Energy Regulatory Authority
P.O. Box 7137
Mbabane
Swaziland**

PROPOSAL TO UNDERTAKE A POWER SECTOR MARKET STUDY - SERA_04 OF 2018/19

Dear Sir,

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 do not have any of its directors or officers, have not been convicted of any criminal offence relating to professional conduct or the making of false statements or 13 misrepresentations as to its qualifications to enter into a procurement contract within a period of five years preceding the commencement of procurement proceedings;
- g. 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 Authorised Representative Date
.....

21.3 ORGANISATION BACKGROUND

Under this section, the consultant is expected to give background information of their organisation and staff, which must at minimum cover the following:

- The physical address of the organisation
- A company profile and key projects that have been done by the company
- Team members' profile (e.g. summary of qualifications and experience)

21.4 APPROACH AND METHODOLOGY

In this section, the consultant must demonstrate a comprehensive understanding of the assignment and must include but not limited to:

- Comments or suggestions on the Terms of Reference
- Detailed explanation of the Methodology to be adopted
- A work plan and projected timeframe
- Manpower plan and associated man hours to be worked by each team member



21.5 KNOW-HOW TRANSFER

At the end of the study, the consultant is expected to train SERA staff and other relevant stakeholders on the application and use of models developed. The consultant must give a clear plan on how they propose to go about with trainings. Furthermore, skills transfer to locals is desirable and can add weight in the evaluation of the proposal. At minimum, the training plan proposed in the Terms of Reference must be covered.

21.6 ATTACHMENTS- COMPANY DOCUMENTS

The documents listed in the Terms of Reference as mandatory must be attached. These documents include:

- Company Registration Certificate
- Trading License
- Tax Identity Number
- VAT Certificates
- Company Form C and Form J
- Certified copies of Directors' national IDs and police clearances

Please note that the above list is not exhaustive, kindly check in the Terms of Reference on the required documentation. In the case a company is not required to hold any of the documents in its jurisdiction, then the company must provide a letter from its Authority confirming such.

21.7 ATTACHMENTS- CURRICULUM VITAE

In this section, the consultant is expected to attach curriculum vitas of team members, showing detailed academic credentials and work experience. Other information about the team members 'credentials which the in the opinion of the consultant can add weight, can also be attached in this section.

21.8 FINANCIAL PROPOSAL

All costs must be denominated in Swazi Lilangeni (Szl).

Please note: Financial proposals have to be submitted in separate and sealed envelopes, clearly marked 'Financial Proposal'. Failure to adhere to this requirement will lead to disqualification and the Technical Proposal will not be evaluated.

A summary of charges must be given in the price submission form below.



Price Schedule Form

Item	Cost
Professional Fees	
Reimbursable Costs	
Local Taxes	
Total (Szl)	

