

ESWATINI ENERGY REGULATORY AUTHORITY



REQUEST FOR PROPOSALS

**INDIVIDUAL CONSULTANCY SERVICES FOR THE REVIEW OF THE ESWATINI GRID
CODE: NETWORK CODE AND RENEWABLE POWER PLANT CODE**

REFERENCE NUMBER: ESERA/RFP/11/2021-2022

JANUARY 2021



1. INTRODUCTION

The Eswatini Electricity Supply Industry is currently undergoing several market structure changes driven by policy reforms and increased uptake of distributed electricity generation, among other drivers. The National Energy Policy, 2018 seeks to ensure a liberalised sector with a high presence of local generation capacity to ensure security of supply. On the distributed energy generation aspect, customers are increasingly installing embedded generators for own use with the desire to export excess electricity to the national grid.

Technical regulation of the Electricity Supply Industry is necessary to ensure compliance to the grid code and applicable technical standards to ensure safe, quality and reliable supply of electricity throughout the system. The *Grid Code* covers a range of technical, operational, commercial and governance issues, and is broken down into the following subcodes: the Preamble, the Network Code, the System Operations Code, the Metering Code, the Market Code, the Renewable Power Plant Code, the Information Exchange Code and the Governance Code.

Of major interest in this assignment is the technical aspects of connection to, usage and impact on performance of the grid by independent power producers and contestable customers. The Eswatini Energy Regulatory Authority has over the past three years developed regulatory instruments, some of which have recommended that certain amendments be effected to the Grid Code for their effective implementation.

As the energy market evolves and the sizes of generation plants from alternative energy sources increase to utility scale projects, lessons have been learnt on network integration and performance of such plants which often necessitate the review of relevant grid code documents.

The Eswatini Grid Code was adopted in 2016 and in light of developments in renewable energy technologies, the review and amendment of some aspects of the grid code are required. The revised grid code should ensure a safe, secure, and reliable operation of the network and also provide market participants with clear, transparent, non-discriminatory and predictable rules to support renewable power integration to the grid.



The revised Network Code (NC) and Renewable Power Plant Code (RPPC) should promote non-discriminatory access to the transmission and distribution grid, and further aid in creating a level playing field among power market participants. The codes are expected to provide certainty and help to reduce regulatory and investor risks to participate in the local power market.

Eswatini has network interconnectors with Mozambique and South Africa and is a member of the Southern African Power Pool (SAPP), and therefore, it is critical that the country's grid code is in harmony with those of the SADC member states and the regional grid code.

Through the Governance Code, a Grid Code Review Panel (GCRP) was established to review and recommend amendments to the grid code for the Regulator's approval, among other functions. The GCRP is a stakeholder representative panel, consisting of persons representing market participants. The ongoing procurement of new generation capacity in Eswatini is likely to result in increased grid code compliance related matters, and it is important that the capacity of the GCRP is strengthened to ensure that ESERA receives the necessary advisory support.

2. OVERALL OBJECTIVE OF ASSIGNMENT

The main objective of this assignment is to provide technical capacity building for the GCRP and assist ESERA with the review and update of the the Network Code and Renewable Power Plant Grid Codes to ensure effective technical regulation of the ESI.

3. SCOPE OF WORK

The Grid Code - Network Code (NC) and Renewable Power Plant Code (RPPC) will have to be reviewed in the context of the evolving market structure, government policies, development of relevant regulatory frameworks and regional integration. The tasks to be undertaken as part of the review of the NC and RPPC are detailed below.



Task 1: The Consultant shall be required to provide the necessary technical capacity building for the Grid Code Review Panel. This shall be conducted through a physical or virtual (as last resort) training workshop, which should cover but not limited to the following areas:

- Grid Codes and Interconnection Standards in Southern Africa: Power Markets, Applicable Grid Code Requirements, Grid Code Development, Connection Processes and Compliance Mechanisms
- Renewable Energy Integration to the Grid and the Role of Grid Codes
- Key Considerations for Grid Code Development, Review and Implementation
- New Concepts in Power Systems and Grid Code Requirements. As a minimum, this should cover all the provisions of the grid code in a manner that is customized for Eswatini.
- Grid Code Compliance Monitoring: Testing Procedures, Measurement Techniques, Verification and Validation Procedures. The Consultant may choose to outsource services of a sub-contractor to share knowledge on some of the specialized fields.

Task 2: The following activities shall form part of the second task:

- Review relevant sector policies including National Energy Policy (2019), Eswatini Independent Power Producer Policy (2016) and other regulatory frameworks and studies undertaken by the Authority. These include: Wheeling Framework, SSEG Framework, Mini-grids Frameworks and regulatory reforms proposed in studies such as (e.g., contestable energy purchases)
- Conduct interviews with key electricity sector stakeholders in Eswatini to understand their expectations from a national grid code.

Task 3: Review the existing Network Code and Renewable Power Plant Code and benchmark it with the following:

- The most recent revision of similar code from South Africa and Namibia
- The Regional grid code (currently under development)
- Countries with a similar power system to that of Eswatini.



- Two international case studies with a developed power sector consisting of high penetration of renewables.

The Consultant will be expected to conduct a workshop with the GCRP on the outcomes of Tasks 2 and 3. The above is necessary to ensure that the Network Code and Renewable Power Plant Code are in harmony with similar codes from other SAPP member countries including the Regional Grid Code that is under developed through the Regional Energy Regulatory Association (RERA).

Task 4: The Consultant shall take into consideration results from Task 2 and feedback from the physical/virtual workshops and shall proceed to revise the Network Code and Renewable Power Plant Code with background and rationale for the different areas where amendments to the codes are to be made.

Task 5: Conduct a training workshop for technically inclined stakeholders on grid code compliance based on the revised Network and Renewable Power Plant Codes. This should include the following:

- Case studies and scenarios simulating different grid code compliance requirements as provisioned for the in Renewable Power Plant Code with a particular focus on Solar PV and Biomass Plants. This shall be based on the local network and typical renewable energy plants that can be integrated on the Eswatini Power System.
- Application of various aspects of the Network Code including: assessment of prudence of investment.

Task 6: Prepare a final project report incorporating work done on all preceding tasks as well as a power point presentation based on same. These will be delivered by the Consultant to key stakeholders.



4. PROJECT DELIVERABLES

The tasks covered in this assignment are as provided in the scope of work. Interested Individual Consultants shall propose an implementation methodology and work plan for this assignment in their technical proposals. The successful bidder must provide the following deliverables:

4.1 Deliverable 1

The output of Tasks 2 and 3 shall be a report consisting of the following:

- A report covering the status quo, the Consultant's recommendations from the analysis of relevant policies, regulatory frameworks and proposed sector reforms which will inform and influence the possible changes to be made in the Grid Code
- A report on the result of the review undertaken in Tasks 2 and 3 and recommendations on aspects applicable to be considered in the Eswatini Grid Code as well as the reasons in support of proposed changes.

A physical/virtual workshop shall be held within 3 weeks after the delivery of Tasks 1, 2 & 3 to discuss the report content in detail with critical stakeholders including the Grid Code Review Panel.

4.2 Deliverable 2

A revised Network Code and Renewable Power Plant Code shall be produced as per Task 4 as well as undertake the training for the GCRP and other critical stakeholders as specified in Task 5.

4.3 Deliverable 3

Prepare final project report, presentation and conduct stakeholder validation workshop as per Task 5.



5. PROJECT REPORTS

All drafts and final deliverables by the Consultant shall be submitted to ESERA, and, in the form and number of copies as designated, and shall be subject to ESERA's approval before they can be concluded.

The activities in this assignment shall be completed within a period not exceeding **three (3) months** from the effective date of the contract.

6. COORDINATION AND REPORTING

- a. ESERA shall appoint a Project Manager to coordinate the project and work closely with the Consultant.
- b. The Consultant shall conduct three workshops during the course of this assignment:
 - Workshop 1: To be based on Task 1
 - Workshop 2: To be based on deliverable 2
 - Workshop 3: To be based on deliverable 3
- c. All reports, minutes, presentations, and studies conducted shall be made available to ESERA in electronic media. Copyright of all reports, minutes, presentations and studies shall vest in the ESERA.

7. QUALIFICATIONS OF THE CONSULTANT

The Individual Consultant for this assignment shall possess a good demonstrable understanding and appreciation of:

7.1 The electricity supply industry in the SADC region and /or other developing economies including the operation of power pools in general and the SAPP in particular. This shall also include the challenges faced in similar capacity constrained markets like Eswatini

7.2 Development / implementation of open access regimes and grid codes

7.3 Working with regulatory agencies, utilities and other relevant stakeholders in the SADC region and/or worldwide



7.4 Possess a credible track-record of at least (10) years in the consulting space with at least a Master's degree in electrical engineering. The consultant shall have experience in power systems planning, renewable energy grid integration, utility operations and transmission network operation and grid code compliance.

7.5 Should have the following non-negotiables:

7.5.1 demonstrated software experience with DigSILENT PowerFactory, PSSE, ETAP, PowerWorld, etc. Experience in network reliability modelling would be a strong value add,

7.6 Fluency in the English Language as the official working language for this assignment shall be English.

8. PROPOSAL SUBMISSION REQUIREMENTS AND PROCEDURE

Applicants shall submit their written proposals as follows:

8.1 Technical proposal with:

- 8.1.1 Detailed CVs and qualifications
- 8.1.2 Proposed methodology and implementation/work plan with clear timelines
- 8.1.3 List of at least three relevant projects undertaken/involved in with corresponding reference letters
- 8.1.4 Certified copies of academic certificates and professional affiliations
- 8.1.5 Signed Declaration of Eligibility as provided in Annexure 1

8.2 Financial Proposal:

- 8.2.1 With all monetary amounts in the official Kingdom of Eswatini currency, which is Eswatini Lilangeni (SZL).
- 8.2.2 To be inclusive of all taxes. Non-resident Consultants must note that Eswatini Income Tax Act, requires that a 15% withholding tax be deducted from each invoice. This tax can however be claimed at their country of residence if the country has an income tax agreement with Eswatini.
- 8.2.3 To be inclusive of professional fees, transportation cost, accommodation and subsistence cost and administration fees (including logistical arrangements for



meetings, workshops, venues and catering). Costs should be split according to categories.

A technical and a financial proposal shall be submitted either in hard copy or soft copy (through a flash drive) enclosed in plain, wrapped and sealed separate envelopes clearly marked on the outside and deposited in the ESERA tender box situated at the ESERA offices reception, found at the address provided below. The two envelopes should be in one outer envelope clearly marked with Bid number and Bid Description.

The closing date for submission of responses to the Request for Proposals is 12:00hrs (CAT) on Tuesday, 8th March 2022.

Contract No: ESERA/RFP/11/2021-2022

INDIVIDUAL CONSULTANCY SERVICES FOR THE REVIEW OF THE ESWATINI GRID CODE: NETWORK CODE AND RENEWABLE POWER PLANT CODE

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

**The Chief Executive Officer
Eswatini Energy Regulatory Authority
First Floor, RHUS Office Park
Karl Grant Street
MBABANE**

Late, incomplete, telephoned or telegraphic tenders will not be considered.

9. EVALUATION METHODOLOGY

Proposal will be evaluated on a Quality basis and shall be in two-folds. First will be the technical evaluation, which will then be followed by the financial evaluation for only consultants that surpassed the minimum score for technical proposals. It is therefore mandatory for bidders to submit a technical proposal separate from the financial proposal, each wrapped in own sealed envelope and clearly marked “Technical Proposal” and “Financial Proposal”, respectively. The weights for the evaluation are as follows:

Technical Proposal – 80%

Financial Proposal – 20%



Technical Evaluation Criteria

	Description	Points
EXPERIENCE OF THE CONSULTANT	Specific experience directly related to the assignment	20
	Experience of in the electricity supply industry	10
	Experience in developing and implementing grid codes	10
PROPOSED APPROACH/METHODOLOGY	Understanding of scope of work	5
	Adequacy and quality of workplan	5
	Adequacy of technical approach and methodology	20
QUALIFICATIONS, EXPERIENCE AND COMPETENCE OF CONSULTANT	Education and experience	20
	Membership in professional organisations	5
	Related publications and other professional attainment	5
	Total Technical Points	100
	Minimum Technical Points	80

10. ELIGIBILITY CRITERIA

Only Individual Consultants are eligible for this assignment provided they fulfil the following eligibility criteria:

- a. they are not bankrupt or being wound up, are having their affairs administered by the courts, have suspended business activities, are being subject of proceedings concerning those matters, or are being in any similar situations arising from similar procedures provided for in the national legislation;
- b. they have not been declared guilty of serious professional misconduct proven by any means which the Authority can justify or they have not been convicted of offences concerning their professional conduct by a judgment against which no appeal is possible;
- c. they have fulfilled obligations related to the payments of social security contributions or the payment of taxes in accordance with the legal provisions of



- the country in which they are resident or with those countries where the contract is to be performed;
- d. they have not been the subject of a judgment for fraud, corruption, involvement in a criminal organisation or any other illegal activity detrimental to the Authority's financial interests;
 - e. they are not being currently subject to an administrative penalty;
 - f. they are not current employees of any of the regulated entities/licensees within the Eswatini electricity supply industry; and
 - g. they are not public officers as per Circular 1 of 2019 issued by the Eswatini Public Procurement Regulatory Agency (ESPPRA).

11. ADDITIONAL INFORMATION

- a. ESERA reserves the right to modify the scope of this project subject to negotiations with the successful tenderer.
- b. ESERA reserves the right to accept or reject any tender, and to annul the tendering process and reject all tenders at any time prior to the award of a contract, without incurring any liability to the affected tenderers or any obligation to inform the affected tenderers.
- c. The tender shall be valid for a period of **ninety (90) days**, and prior to the expiry of the validity period, ESERA will issue an intent to award the contract through the Eswatini Public Procurement Regulatory Agency (ESPPRA). **Ten (10)** working days after that, ESERA shall invite the successful tenderer for contract negotiations provided there are no objections to the intention to award.
- d. All enquiries relating to this tender should be directed in writing to Mr. Ntokozo Sonke Dlamini via email at DlaminiNS@esera.org.sz and Mr. Sihle Magagula at magagulas@esera.org.sz before **Tuesday, 1st March 2022**.



12. CONTRACT TERMS AND CONDITIONS

12.1 DEFINITIONS

12.1.1. 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.

12.1.2. Throughout this document:

- a) unless the context clearly indicates a contrary intention, any words importing or connoting any gender includes all genders;
- b) the term “in writing” means communicated in written form (e.g by e-mail, fax) with proof of receipt;
- c) if the context so requires, “singular” means “plural” and vice versa;
- d) “day” means Gregorian calendar day; and
- e) natural persons include artificial person and vice versa and shall in the eventuality of a change in the Laws of Eswatini to provide for the same, insolvency shall include judicial management.

12.1.3. The following expressions shall bear the meanings assigned to them below and cognate expression shall bear corresponding meanings: -

- a) “ESERA” means The Eswatini 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 Mr. Skhumbuzo Tsabedze, in his capacity as the Chief Executive Officer, he being duly authorized to so representatively act herein and he too, hereby warranting his lawful authorization to so act herein.
- b) The “Consultant” means the individual that will be successful in the bid process.
- c) “The Parties” shall mean ESERA and the Consultant.



- d) "Commencement Date" means the date on which the last signature necessary to complete the formal signing of this agreement into existence is appended;
- e) "Project Manager" means a person appointed by ESERA to act as Project Manager for the purposes of this contract;
- f) "Contract Price" shall mean the fixed sum provided in the financial proposal of the successful bidder.

12.1.4. Expressions or words defined in this agreement shall bear their ordinary meaning unless otherwise defined in this contract or by law.

12.1.5. 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.

12.1.6. 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.

12.2. COMMENCEMENT, EXECUTION AND COMPLETION OF THE PROJECT

12.2.1. Commencement

12.2.1.1 The services to be carried under the Contract are to commence from the date of signature of the Contract.

12.2.1.2. 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.

12.2.2. Execution

12.2.2.1. ESERA will appoint a person to be a Project Manager to administer the Contract on her behalf.



12.2.2.2. The Project Manager shall be the liaison person for ESERA and shall be responsible for directing the performance of this contract. The Consultant shall constantly report and/or update ESERA on progress of the project at all material times where necessary or when required to do so.

11.2.3. Scope of Work

11.2.3.1. The Consultant shall perform consultancy services for the review of the Grid Code: Network Code and Renewable Power Plant Code covering, but not limited to, the following:

- a) Conduct capacity building workshops for the Grid Code Review Panel
- b) Review of relevant key sector policy and other regulatory documents
- c) Review and benchmark the existing national grid codes with regional and international grid codes
- d) Conduct stakeholder engagement workshops during the review process
- e) Prepare reports on the implementation of the reviewed grid codes together with the justifications for the review.

12.2.3.2. With any manner, details and as may be necessary in ensuring an excellent and satisfactory Grid Codes on behalf of ESERA.

12.2.3.3. Subject to the Consultant's due diligence and efficient execution and completion of the project, and/or the outputs specified herein above, the ESERA shall pay the sum of the contract price in clause 16.1.3 (f) above and the breakdown particularized as follows;

- a. Remuneration: *As stated in the financial proposal of the successful bidder*
- b. Reimbursable expenses: *As stated in the financial proposal of the successful bidder*

12.3. PAYMENT

12.3.1 When claiming payment, the Consultant shall submit an invoice to ESERA. The invoice shall be submitted together with supporting documentations, addressed to The Eswatini Energy Regulatory Authority.



12.3.2 ESERA shall make payments to the Consultant within 30 days of receipt of a valid invoice.

12.3.3 Payment shall be made to an account specified by the Consultant free of any deductions, save for 15% withholding tax due under the tax laws of Eswatini; Provided that ESERA will provide the Consultant with all necessary documentation in order to enable the Consultant to claim any withholding tax withheld or deducted by ESERA on such invoice.

12.3.4 The payment terms shall be as follows:

MILESTONE	PAYMENT PERCENTAGE
Contract Signature	10%
Deliverable 1	25%
Deliverable 2	30%
Deliverable 3	35%

12.3.5 ESERA is open to negotiating payment terms linked to final project plan but **WILL NOT** make any upfront payments. All payments under the contract shall be made by bank transfer into the bank account indicated by the Individual Consultant in her/his invoices.

12.3.6 The currency of payment of the Contract shall be in the Kingdom of Eswatini Lilangeni (SZL).

12.3.7. Indirect Payment

12.3.7.1. 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.

12.4. POSTPONEMENT, VARIATION AND TERMINATION

12.4.1. Postponement and Termination.



12.4.1.1 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.

12.4.1.2 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.

12.4.1.3 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.

12.4.1.4 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.

12.4.2. Variation

12.4.2.1 This agreement can only be varied by agreement in writing entered into by the parties.

12.4.2.2 Either one of the parties can initiate negotiations with a view to reach such said agreement.

12.4.3. Claims for Default

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

12.5 FORCE MAJEURE

12.5.1 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.

12.5.2 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.

12.6. APPLICABLE LAW

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

12.7. RELAXATION

12.7.1. 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.

12.8. SKILLS, CARE AND DILIGENCE

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

12.9. COPYRIGHTS

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

12.9.2 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 ESERA.

12.10. OBLIGATIONS OF ESERA

12.10.1. Furnish data and information



12.10.1.1. ESERA 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

12.10.2. Approval of amended documents

12.10.2.1. Where ESERA 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.

12.10.3. Assistance to the Consultant

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

12.10.3.2. ESERA shall deduct the withholding tax to ensure that the Consultant complies with the tax laws of Eswatini. ESERA shall provide the Consultant with the withholding Tax Certificate.

12.11. BREACH

12.11.1 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.

12.12. SETTLEMENT OF DISPUTES / ARBITRATION



12.2.1 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.

12.2.2 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 Eswatini.

12.2.3 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.

12.13. PERSONNEL

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

12.14. DOMICILIUM

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

12.14.2 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.

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

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

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*.



ANNEXURE 1

DECLARATION OF ELIGIBILITY

[The individual consultant must provide a signed declaration on its letterhead in the following format.]

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

**To: Chief Executive Officer
Eswatini Energy Regulatory Authority
First Floor, Rhus Office Park,
Karl Grant Street
Mbabane**

Dear Sir,

Re: Tender Reference: **ESERA/RFP/11/2021-2022**

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.

Signed:

Authorised Representative

Date:

