Eswatini Revenue Service Tender

REQUEST FOR PROPOSAL FOR THE PROVISION OF AN INTEGRATED REVENUE ADMINISTRATION SYSTEM – ESWATINI REVENUE SERVICE (ERS) HEADQUARTERS, EZULWINI

RFP No: ERS 2021/12

RFP Name: PROVISION OF AN INTEGRATED REVENUE ADMINISTRATION SYSTEM (IRAS) – ERS HEADQUARTERS, EZULWINI

Tender Closing Date:
Friday, 31st December 2021, 12h00 Noon
CONFIDENTIALITY

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SCHEDULE INDEX

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SECTION B - SCOPE OF THE TENDER
SECTION C - TERMS AND CONDITIONS OF TENDER
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PROPOSED CONTRACTS AND SERVICE LEVEL
SECTION A - INTRODUCTION

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

1. BACKGROUND

The Eswatini Revenue Service (ERS) is a semi-autonomous revenue administration agency, established through the Revenue Service Act No. 1 of 2008 (as amended). It operates within the broad framework of Government but outside of the civil service. The ERS is structured as a corporate entity and strives for operational excellence and efficiency. It is headed by a Commissioner General and is organised on functional lines with two operational departments: Domestic Taxes as well as Customs and Excise. It has a Governing Board which is appointed by the Honourable Minister of Finance in accordance with the Eswatini Public Enterprise Act and read with the founding Act.

The ERS is currently collecting tax, customs and excise duties on behalf of the Government of Eswatini. The details can be found in the organization’s website, www.sra.org.sz. In the coming year the administration shall be collecting non-tax revenues in full compliance to the founding legislation.

This Request for Proposal (“RFP”) outlines the requirements of the Eswatini Revenue Service operating in Eswatini, (hereinafter referred to as “ERS”) and the process to be followed by prospective tenderers in submitting a response for the PROVISION OF AN INTEGRATED REVENUE ADMINISTRATION SYSTEM (IRAS) – ERS HEADQUARTERS, EZULWINI. Prospective Tenderers are expected to unequivocally specify their capability to deliver the services, in line with the ERS’s requirements as outlined below.

2. PARTICIPATING COMPANIES

All Tenderers that can demonstrate knowledge and experience to deliver the services required. Vendors, as subject matter experts, are free to advise the ERS on how best to implement their systems to effectively and efficiently support revenue administration
3. CONTRACT

Upon award of the tender, the parties will enter into a contract which will spell out in more detail the items mentioned herein. The ERS has adopted the agile project management approach and desires to rollout the project in an agile manner.
SECTION B - SCOPE OF TENDER and TERMS OF REFERENCE

The objective of the tender is to select a suitably qualified vendor for the PROVISION OF AN INTEGRATED REVENUE ADMINISTRATION SYSTEM. Figure 1.0 is the ERS value chain with our digital ambitions per stage of the value chain. The vendor is therefore required to provide an integrated revenue administration system (IRAS) that supports the value chain and ambitions as described in figure 1 and figure 2.0. The solution should comply with requirements detailed in OECD’s “Tax Administration 3.0: The Digital Transformation of Tax Administration” document which will be shared on request and is also available on OECD.org website, the evaluation will be based on these requirements. Additional requirements are outlined in Annexure B and meeting these requirements will be an added advantage.

Figure 1.0: Our Digital Ambitions

- Promote ‘Automated compliance’
  - Online One stop registration
  - Integration with 3rd party (Gov, local Gov etc)
  - Digital ID from inception (cradle to grave for individuals/companies/other tax paying entities)

- Promote ‘Automated compliance’
  - Pre-population of online Returns
  - Integration to 3rd parties
  - Based on risk rules

- Promote ‘Automated compliance’
  - Make Financial Adjustment (e.g., payment reversal, penalty reversal)
  - Instant payments
  - Instant refunds
  - Integration to 3rd parties
  - Based on risk rules

- Intelligent Audits identification and selection
  - Integration to 3rd parties
  - Based on risk rules

- Make Financial Adjustment (e.g., payment reversal, penalty reversal)
  - Debt elimination (future)
  - Debt reduction (existing)
  - Integration to 3rd parties

- Stay informed
- Manage appeals
- Manage legal services
SECTION C : INSTRUCTIONS TO TENDERERS AND TERMS AND CONDITIONS OF TENDER

1. The ERS is seeking reliable, financially stable service providers who can meet its stringent cost, quality and service requirements.

2. The tender document as well as all other correspondence and documents relating to the tender exchanged by the tenderer and the ERS, shall be written in the English language.

3. Tenderers should double check the prices quoted for accuracy before submitting their tender documents. Under no circumstances will the ERS accept any request for price adjustment on grounds that a mistake was made in the tendered prices.

4. To assist in the examination, evaluation and comparison of tenders, the ERS may, at its discretion, ask the tenderer for a clarification on any part of its tender. The request for clarification and the response shall be in writing, and no change in the prices or substance of the tender shall be sought, offered, or permitted except in aligning to the agile rollout.

5. By submission of the tender, the Tenderer implicitly certifies that:
   - the prices in the tender have been arrived at independently without consultation, communication or agreement for the purpose of restricting competition, as to any matter relating to such prices, with any other Tenderer or competitor;
   - unless otherwise required by law; the prices quoted in the tender have not knowingly been disclosed by the Tenderer and will not knowingly be disclosed, directly or indirectly, to any other Tenderer or competitor until he has been informed of the results of the Tender.
   - No attempt has been made or will be made by the Tenderer to induce any other tenderer or competitor to submit or abstain from submitting a tender for the purpose of restricting competition.

6. The ERS does not bind itself to accept the lowest or any tender nor give any reason for the acceptance or rejection of a tender. The ERS may accept a tender for a part of the quantity offered or reject any tender without assigning any reason.

7. Acceptance or rejection of tender offer will be communicated by a formal acceptance or rejection letter sent by fax, email and or normal post, directly to the tenderer. An acceptance by such letter will not mean the ERS is binding itself to an agreement. The ERS shall only be bound under the agreement once the terms and conditions of the contract are agreed between the parties. Failure to agree thereto for a period exceeding thirty (30) days will render the whole tender transaction void ab initio.
8. The offers shall be deemed to be under consideration immediately after the tender closing date until the ERS makes an official award of contract. Whilst the offers are under consideration, Tenderers and or their representatives or other interested parties are advised to refrain from contacting the ERS by any means. If necessary, the ERS will obtain further clarifications on the offers by requesting for such information from any or all the tenderers, either in writing or through personal contacts, as may be considered necessary. The ERS reserves the right to eliminate from the evaluation a tenderer contravening this provision.

9. Tenderers will not be permitted to change the substance of their offers after the tender box has been opened. Tenders may modify or withdraw their bids after submission, provided that written notice of the modification is received by the ERS prior to the deadline for its submission. A withdrawal notice may also be sent to procurement@sra.org.sz, but followed by a signed confirmation copy. The changes or modifications shall be initialled in black ink.

No Bids may be modified after the deadline for submission of Bids.
No Bids may be withdrawn in the interval between the deadline for submission of Bids and the expiration of its validity.

10. ERS reserves the right to modify or change the specifications or even cancel the tender before the tender opening and such modifications or changes will be communicated to the tenderers in advance as and when decided.

11. Participation in this tender process, or in relation to any matter concerning the tender, will be at the tenderer’s sole risk, cost and expense. ERS will not be responsible in any circumstance for any costs or expenses incurred by any tenderer in preparing or lodging a tender or in taking part in the tender process or taking any action related to the tender process.

12. Signed tender documents must be submitted through the email provided below and email subject must be written: PROVISION OF AN INTEGRATED REVENUE ADMINISTRATION SYSTEM (IRAS).

13. Nothing shall prevent the ERS from conducting a diligence search of the business of the Tenderers.

14. Each page of the offer must be numbered consecutively, bear the tender number, signed and stamped by the Tenderer at the bottom. A reference to the total number of pages comprising the offer must be made at the top right-hand corner of the first page.

15. The tender shall have no interlineations, erasures, or overwriting except as necessary to correct errors made by the tenderer, in which case such corrections shall be initialled by the person or persons signing the tender.
16. Tenders submitted by fax shall not be accepted.
17. **Completed Tender documents must be forwarded by e-mail on or before the 31st December 2021, 12h00 Noon** sent to procurement@sra.org.sz
18. Tenders or any part thereof received after the stipulated closing date and time will not be accepted. No tender may be modified after the deadline for submission of tenders.
19. Tenders will be opened from 12h00 Noon on the 3rd January 2022. Tender Opening Meeting will not be conducted due to covid-19 restrictions.
20. The ERS requires that Tenderers observe the highest standard of ethics during the procurement process and execution of contracts. When used in the present regulations, the following terms are defined as follows:

20.1 **“corrupt practice”** means the offering, giving, receiving, or soliciting of anything of value to influence the action of a company official in the procurement process or in contract execution; and

20.2 **“fraudulent practice”** means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of ERS, and includes collusive practice among tenderers (prior to or after tender submission) designed to establish tender prices at artificial non-competitive levels and to deprive ERS of the benefits of free and open competition; ERS will reject a proposal for award if it determines that the tenderer recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question. Further a tenderer who is found to have indulged in corrupt or fraudulent practices risks being blacklisted from procurement at ERS.

20.3 Tenderers and their officers, employees, agents and advisers must not engage in any collusion, anti-competitive conduct or any other similar conduct with any other Tenderer or any other person in relation to the preparation or submission of tenders. In addition to any other remedies available under any law or any contract, the ERS may at its sole discretion immediately reject any tender submitted by a tenderer that engaged in any collusive tendering, anti-competitive conduct or any other similar conduct with any other tenderer or any other person in relation to the preparation or submission of Tenders.

20.4 Any collusion amongst Tenderers or between Tenderers and ERS personnel is forbidden and discovery of any such act will disqualify the Tenderer(s) and result in disciplinary action against the ERS employee.

The tender, or contract if it has been concluded already, will be declared invalid if ERS determines that the Tenderer, or any person acting on his behalf, has offered, promised or given a bribe, gift or other inducement to an officer or employee of ERS with the intention of influencing the award of the contract.
20.5 The tenderers must disclose, if they or any of their sub-contractor(s):
- are or have been the subject of any proceedings or other arrangements relating to bankruptcy, insolvency or financial standing.
- Have been convicted of any offence relating to professional misconduct.
- Has not fulfilled any obligations relating to the payment of taxes in Swaziland.
- Disclosure extends to any company in the same group of a tenderer (including but not limited to parent subsidiary and sister companies, and companies with common shareholders whether direct or indirect and parties with whom the tenderer is associated, in respect of this tender).

21. The Tenderer should provide satisfactory evidence acceptable to ERS to show that:
21.1 It is a reputable company who has adequate technical knowledge, professional qualification, and wide experience in performing project management services.
21.2 It has adequate financial stability and status to meet the stipulations under the contract. It is financially solvent and without current judgments or any other financial background which could prevent it from operating bank accounts, raising finance and conducting other activities which are essential to the running of a business.
21.3 It has an adequately qualified and experienced team assigned for the work under this tender.

22. The tender shall remain valid and open for acceptance by ERS for not less than one hundred and twenty (120) days after the submission of tenders.

23. A tender document submitted by a joint venture (JV) of two or more companies must be accompanied by a document forming the joint venture; duly registered and authenticated by a notary public or other official deputed to witness sworn statements, in which precisely defined the conditions under which the joint venture will function, its period of duration, the persons authorized to represent it and obligated thereby, the participation of the several companies forming the joint venture, and any other information necessary to permit a full appraisal of its function. The JV agreement should be submitted with the tender documents.

24. Tenderers are advised to provide all relevant information as required.

25. Any document submitted in reply to the Invitation to Tender shall become the property of the ERS. ERS will use commercially confidential or proprietary information solely for the purpose of the evaluation of tenders and the selection of a suitable contractor.

26. Figures should not be altered or erased; any alteration should be effected by striking through the incorrect figures and inserting the correct figures in ink above the original figures. All such amendments should be initialled by the Tenderer in ink.
27. Arithmetical errors will be rectified only if there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity. In such case, the unit price shall prevail, and the total price shall be corrected. If the tenderer does not accept the correction of the errors, his tender will be rejected. If there is a discrepancy between words and figures, the amount in words will prevail.

28. ERS will award the contract to the tenderer whose tender has been determined to be substantially responsive to the tender documents and who has offered the best evaluated tender price, provided that, such tenderer has demonstrated the capability and resources to complete the contract, and has offered the appropriate equipment and experienced personnel for the intended operation. However, the ERS reserves the right to award more than one supplier.

29. An intention of notice to award shall be sent to all concerned and published to the ESPPRA website at least 10 days before the contract award.

Tenderers must provide the following information:

- Checklist as attached in Section E of this document.
- Business Profile with CVs of key personal
- Technical & Financial Proposal
- An Original valid Tax Clearance Certificate
- A current certified copy of Trading License
- A current certified copy of Form J endorsed by the Registrar of Companies
- A current certified copy of Form C endorsed by the Registrar of Companies
- Police Clearance Certificates of Company Directors listed in Form J
- A current certified copy of Labour Compliance Certificate
- Names and contact details of at least three reference customers where similar work was undertaken
- Company audited annual financial statements for the past three years or since inception

NB: The Absence of any of the items above may render the tender disqualified on opening. The discretion to disqualify rests with the ERS.

30. If the tenderer has any doubts as to the meaning of any portion of this document, he should set out in his covering letter the interpretation on which he relies.

31. The onus is on tenderers to furnish sufficient information for a full technical and financial evaluation of offers.

32. The ERS reserves the right at any point of the tender process, to disqualify any non-compliant tender proposal (i.e. proposals failing to meet the terms of these instructions) received;
33. The ERS reserves the right to require a performance guarantee for any upfront payment required by the vendor.

34. **Tender prices must clearly reflect separately all taxes to be charged.**

   - Tax in the form of withholding tax shall be deductible on the **gross amount of any payment** made to a non-resident at the rate of 15 %.

   - A reduced Double Taxation Agreement (DTA) rate may be applied for. In the absence of a reducing directive, the tax payable remains at 15%.

35. Any query in connection with the Tender or the Invitation to Tender shall be submitted in writing to: **procurement@sra.org.sz** not later than 20th December 2021. (cut off for queries)

**SECTION D : TENDER EVALUATION PROCESS AND CRITERIA**

Tenders shall be evaluated using, but not limited to the following tender evaluation criteria. There are six components in the tender evaluation process, five of which are non-financial and the last one being financial. These are set out below:

Please note the following:

- A tender which obtains a NO in one of the required documents allocated to Criteria 1 – Responsiveness to Tender Assessment shall be deemed to be non-responsive and eliminated from further evaluation.

- A tender which obtains less than 70% of the total points allocated to Criterion 2 to 5, Resources and Capability Assessment, Technical Assessment, Risk Assessment, and Promotion of Eswatini Business; shall be deemed to be non-responsive and eliminated from further evaluation.

1. **Responsiveness of Tender Assessment**

This will determine whether:

- all required documentation and information have been submitted.
- all the tenders have been appropriately signed and authorised.
- the document has been submitted in the correct format; and
- The correct number of legible copies has been submitted.
2. **Resources and Capability Assessment**
This will address the experience of the Tenderer as well as the capability and qualifications of the key personnel who will be operating under the contract, including the management and supervisory back up. Where appropriate, reference checks are essential and must cover aspects such as:

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

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

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

5. **Promotion of Swazi Business**
This criterion shall determine the extent to which ownership of the business is vested in Eswatini citizens and/or the extent to which the Tenderer will:

a. Encourage Eswatini citizens to be involved in business;
b. Improve levels of Eswatini citizens’ participation in ERS business;
c. Enhance economic development for Eswatini citizens;
d. Increase the numbers and types of Eswatini business activities in the area;
e. Promote opportunities for employment of Eswatini citizens and
f. Promote business enterprise development for Eswatini citizens.

Where the scope of the works is of a highly specialised nature or the successful Tenderer is non-Swazi, the ERS shall negotiate with the successful Tenderer to sub-contract or partner with a service provider who is an Eswatini citizen.

6. **Financial Criteria in Emalangeni**

This will entail identification of all relevant costs including capital costs to the ERS. The initial (once off) costs, the on-going costs including any basis for escalations, penalties and/or discounts, should be identified and considered.

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

\[
P_s = 15 \left[ \frac{P_t - P_{min}}{1 - P_{min}} \right]
\]

*Where:*
- \(P_s\) - Points scored for bid under consideration.
- \(P_t\) - Tender price for bid under consideration.
- \(P_{min}\) - Tender price for the lowest bid.
## EVALUATION CRITERIA AND WEIGHTINGS

Non-Price Elements: Criteria and weightings are summarised below;

<table>
<thead>
<tr>
<th>Criteria Elements</th>
<th>Criteria Weighting Factors</th>
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</thead>
<tbody>
<tr>
<td><strong>1. Responsiveness of Tender (YES/NO)</strong></td>
<td>YES/NO</td>
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<tr>
<td>• all required documentation and information have been submitted;</td>
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<tr>
<td>The following weightings shall apply:</td>
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<tr>
<td>A. Checklist as attached in Section E of this document.</td>
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<tr>
<td>B. Company Profile with CVs &amp; IDs for key personnel</td>
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<tr>
<td>C. Technical proposal</td>
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<tr>
<td>D. Financial proposal</td>
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<td>E. Original Valid Tax Compliance Certificate</td>
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<tr>
<td>F. Certified Labour Compliance</td>
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<tr>
<td>G. Police Clearance for company Directors (3 months old)</td>
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<tr>
<td>H. Current certified copy of Form J endorsed by the Registrar of Companies</td>
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<tr>
<td>I. Current certified copy of Form C endorsed by the Registrar of Companies</td>
<td></td>
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<tr>
<td>J. Certified Copy of Valid Trading License</td>
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<tr>
<td>K. Names and contact details of at least three reference customers where similar work was undertaken (Recommended letters)</td>
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<td>L. Company audited annual financial statements for the past 3 years or since inception.</td>
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<tr>
<td>• all the tender documents have been appropriately signed and authorised;</td>
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<td>• the document has been submitted in the correct format;</td>
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<td><strong>NB: A tender which does not contain the documents listed above shall be deemed to be non-responsive and eliminated from further evaluation</strong></td>
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<tr>
<td><strong>2. Resources and Capability</strong></td>
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<tr>
<td>• Reputation/brand/size of Tenderer;</td>
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<tr>
<td>• Key personnel, relevant qualification(s) and relevant experience;</td>
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<td>• Trade references.</td>
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<td>• Adoption of Agile Project rollout.</td>
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<td><strong>3. Technical Capability</strong></td>
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<tr>
<td>• Quality of the product/service, i.e. extent to which it meets tender specification or scope.</td>
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<tr>
<td>• A list of relevant/similar projects completed within the last 3 years, complete with date, description, Project cost.</td>
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<td>• Scoring will also be based on compliance with:</td>
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<tr>
<td>• OECD: Tax Administration 3.0: The Digital Transformation of Tax Administration</td>
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### 4. Risk Assessment

- All risk factors which may be prejudicial to ERS and performance of the contract, including but not limited to availability of resources (human, financial or suitable equipment for the tender) or extent of the Tenderer’s commitment in other projects;
- Size of the tender in relation to the size of the company in order to determine the ability to complete the tendered works;
- Ascertaining the integrity and general conduct in business dealings, professional conduct of the Contractor’s directors and senior management;
- Compliance with the law; (e.g., workmen’s compensation etc.)
- Circumstances which may expose ERS and hinder due performance under the contract, e.g., criminal records in connection with corruption, fraud, theft or forgery by the contractor’s directors and management etc.

### 5. Eswatini Business Promotion

- Degree to which ownership of business vests with Eswatini citizen;
- Degree to which business is managed by Eswatini citizen.
- Extent to which the Tenderer will:
  - Encourage more Eswatini citizens to be involved in business;
  - Encourage the impartation of technical and business skills to Eswatini citizens;
  - Improve levels of Eswatini citizens participation in ERS business;
  - Promote opportunities for employment of Eswatini citizens;

### 6. Financial in Emalangeni/Rands

- Pricing / Costs in emalangeni
- Payment terms and conditions
- Clear reflection of all taxes to be charged
- Availability of agile financing options ((i) Build operate and transfer (ii) Subscription/ Software As A Service (iii) Private Public Partnership

|   |   |   |
SECTION E : SUBMISSION CHECKLIST

<table>
<thead>
<tr>
<th>REQUIREMENT</th>
<th>AVAILABLE / NOT AVAILABLE (Please tick - ✓ or cross – x as appropriate)</th>
</tr>
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<tbody>
<tr>
<td>Company Profile with CVs &amp; IDs for key personnel</td>
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<tr>
<td>Names and contact details of at least three (3) reference customers</td>
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<tr>
<td>Statement of joint ventures/partnerships (if any)</td>
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NB: Please submit checklist attached on the first page of tender documents. The documents must follow the sequence on the checklist.
DECLARATION OF ELIGIBILITY

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

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

To: The Commissioner General, Eswatini Revenue Service Building, Portion 419 of Farm 50 Ezulwini, Along MR 103 (Mvitshini-Gables Road), P. O Box 5628 Mbabane

Dear Sirs,

Re Tender Reference: RFP 2021/12

We hereby declare that:

(a) We, including any joint venture partners or consortium partners, are a legal entity and have the legal capacity to enter into the contract;
(b) We are not insolvent, in receivership, bankrupt or being wound up, our affairs are not being administered by a court or a judicial officer, our business activities have not been suspended, and we are not the subject of legal proceedings for any of the foregoing;
(c) We have fulfilled our obligations to pay taxes and social security contributions;
(d) We have not, and our directors or officers have not, been convicted of any criminal offence related to our/their professional conduct or the making of false statements or misrepresentations as to their qualifications to enter into a contract within a period of five years preceding the commencement of the procurement proceedings; and
(e) We do not have a conflict of interest in relation to the procurement requirement.

Signed ........................................

Authorised Representative

Date ........................................
FORM FIN-1: FINANCIAL PROPOSAL SUBMISSION FORM

[Note to service providers: This Financial Proposal Submission Form should be on the letterhead of the vendor and should be signed by a person with the proper authority to sign documents that are binding on the entity. It should be included by the bidder in its financial proposal.]

[>>>Location>>>

[>>>Date>>>]

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

To: The Commissioner General, Eswatini Revenue Service, P.O. Box 5628 Mbabane

Dear Sirs:
We, the undersigned, declare that:
(a) We offer to provide required Services for [>>>insert a brief description of the Services>>>] in conformity with your Request for Proposal and our technical and financial proposals;
(b) The schedule of prices of our proposal is attached.
(c) Our proposal shall be valid for a period of [>>>specify the number of calendar days>>>] days from the date fixed for the proposal submission deadline in accordance with the Request for 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;
(d) 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 proposal for and on behalf of: [insert complete name of Tenderer]
Functional Requirements

<table>
<thead>
<tr>
<th>Function</th>
<th>Description</th>
</tr>
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| **Online Portal** | • Client (individual, non-individual, tax professionals and others) should be able to register online to get a TIN and provide key demographic information (profile) and account information (e.g., bank accounts, etc.) via the Online Portal services.  
  • The system should have capacity to use Digital Identity to provide secure and unique identification of taxpayers (especially international taxpayers) and to support public private exchange of |
<table>
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<th></th>
<th>information with the ERS eco-system partner (banks, government etc.)</th>
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<td></td>
<td>• The Online Portal should allow the client or tax professionals on behalf of their clients to submit, update, and review all their returns, PAYE recons, claims, correspondences, payments, and refunds.</td>
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<tr>
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<td>• The Online Portal should provide the self-service capability for the client to create and manage their account information (e.g., change passwords, etc.)</td>
</tr>
<tr>
<td></td>
<td>• The client should be able to track real-time progress of their returns, payment status, cases, etc. using the Online Portal.</td>
</tr>
<tr>
<td></td>
<td>• The Online Portal should support the following capabilities:</td>
</tr>
<tr>
<td></td>
<td>▪ Historical review of tax information and payments</td>
</tr>
<tr>
<td></td>
<td>▪ View account balances and payments due</td>
</tr>
<tr>
<td></td>
<td>▪ Manage and coordinate payments required via all payment channels</td>
</tr>
<tr>
<td></td>
<td>▪ Specific reminders and notifications on payments due and compliance activities.</td>
</tr>
<tr>
<td></td>
<td>• The online portal should have a virtual assistant to assist clients and to resolve queries.</td>
</tr>
<tr>
<td></td>
<td>• The online portal should have capability to enable tax agents and accountants to manage taxes on behalf of their clients</td>
</tr>
</tbody>
</table>

### One Stop Registration

<table>
<thead>
<tr>
<th></th>
<th>Ability to collaborate / interface with ecosystem partners (eg Government, Municipalities, Utilities etc) databases to capture taxpayers and potential as they are registered in Government’s databases that include:</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>o Civil registration system for births, marriages and deaths</td>
</tr>
<tr>
<td></td>
<td>o Commercial and non-commercial organizations</td>
</tr>
</tbody>
</table>

### Returns Processing

<table>
<thead>
<tr>
<th></th>
<th>The System should allow Users to submit returns, schedules to the ERS through Online Portal.</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>• The System should auto-populate returns to facilitate data entry (e.g., clients profile data, data from 3rd party systems such as Enterprise Resource Planning Systems)</td>
</tr>
<tr>
<td></td>
<td>• The System should validate taxpayer data entries to ensure that required fields are completed, and data types and values are correct.</td>
</tr>
<tr>
<td>Function</td>
<td>Requirements</td>
</tr>
<tr>
<td>----------------------------------</td>
<td>-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------</td>
</tr>
<tr>
<td>The System should calculate</td>
<td>• The System should calculate certain data fields to avoid math errors and include logic to ensure consistency between data fields.</td>
</tr>
<tr>
<td>certain data fields to avoid</td>
<td>• The System should include capabilities to support tax filers in submitting multiple returns (e.g., file upload, etc.) and payments from all payment channels.</td>
</tr>
<tr>
<td>math errors and include logic</td>
<td>• The System should support the following:</td>
</tr>
</tbody>
</table>
| to ensure consistency            |   ▪ All tax type business rule processing  
| between data fields.             |   ▪ All tax type risk processing  
|                                  |   ▪ Generation of account postings  
|                                  |   ▪ Generation of outbound communications                                                                                                                                                                    |
| The System should include        | Payments (Receipts / Refunds)                                                                                                                                                                                 |
| capabilities to support tax      | • The online portal should enable clients to make electronic payments (e.g., card, electronic funds transfer, crypto etc.) to allow real-time settling on submitted returns, tax and non-tax liabilities |
| filers in submitting multiple   | • Interface with taxpayer systems and banks to eliminate payment suspense/ unallocated fund                                                                                                               |
| returns (e.g., file upload, etc.)| • Interface with banks for payment of refunds                                                                                                                                                                 |
| and payments from all payment    | • Instant processing of refunds upon meeting risk criteria                                                                                                                                                     |
| channels.                        | Review Suspended Returns and Payments                                                                                                                                                                         |
|                                  | • When a submitted return or payment cannot be processed or meets certain Risk criteria (e.g., exceeds thresholds, fraud criteria, etc.), the System should suspend further processing for review by ERS Staff. |
|                                  | • When the processing of a submitted return or payment is suspended, ERS Staff should be assigned either a workflow task or have the option to go to a workflow queue. Through either the workflow task or the workflow queue, ERS staff should have the ability to pull suspended returns and payments that need to be reviewed. |
|                                  | • ERS Staff should be able to document the steps taken to resolve the issue, including communication with taxpayer.                                                                                         |
|                                  | • ERS Staff should be able to escalate or reassign the task if they are not able to resolve the issue.                                                                                                                                                             |
|                                  | • If the issue has been resolved, return and payment processing should continue normally.                                                                                                                                                                           |
| Make Financial Adjustment (e.g., | Make Financial Adjustment (e.g., payment reversal, penalty reversal, etc.)                                                                                                                                 |
| payment reversal, penalty        | • The System should allow ERS Staff to review all taxpayer liabilities (e.g., tax due, penalties, interest, etc.).                                                                                           |
| reversal, etc.)                 | • The System should allow ERS Staff to review all taxpayer payments made (e.g., payment date, payment method, payment status, etc.).                                                                    |
|                                  | • The System should allow ERS Staff to document reason for making the financial adjustment.                                                                                                              |
- The System should provide a mechanism to adjust the taxpayer account, including recording the type of adjustment and the individual making the adjustment.
- If the adjustment requires approval, the System should manage the workflow for the adjustment approval.

**Centralized Accounting and Billing Capabilities**

- The System should allow automated routing and workload management capabilities.
- The System should track all transactions including debt (both tax and non-tax), payments, and adjustments, including fees.
- The System should be able to provide a statement of accounts that provides to a taxpayer a consolidated view of all their tax accounts including balance due, debt (tax and non-tax), and payments made.
- The System should provide centralized accounting and billing capabilities to manage collections activities, including:
  - Automated calculation of various penalties and interest at various rates
  - Automated offsets for both tax and non-tax debts

**Revenue Accounting**

- Provides summarisation, reconciliation and reporting for revenue accounts which includes:
  - maintenance of revenue accounting information on an internal General Ledger
  - reconciliation of revenue accounts to bank statements, and
  - reporting of revenue.

**Conduct Enforcement Actions**

- The System should be able to create and manage various forms and templates for tracking non-compliance and enforcement actions.
- The System should be able to support risk scoring and other calculations for managing debt types.
- The System should allow ERS Staff to track and manage delinquent accounts based on several types of information (e.g., main account, spouse, Responsible Party, etc.). Such delinquent accounts should be associated with the primary taxpayer entity.
- The System should be able to support and manage various collections enforcement actions (e.g., levies, liens, distress warrants, etc.).
| Manage and Collect Debt (both Tax and Non-Tax) | • The System should be able to manage the process for collecting tax and non-tax debt.  
  • ERS Staff and collection agencies staff should be able to access the System for managing tax and non-tax debts.  
  • The System should calculate commissions due to collections agencies.  
  • The System should allow the ERS Staff and collection agencies staff to generate real-time reports based on workflow routing and different workloads.  
  • The System should associate debt (tax and non-tax) and payments to taxpayer accounts, if such accounts exist.  
  • Taxpayers and non-tax debtors should be able to use the Online Portal to manage their debts and payments. |
| --- | --- |
| Audits and Investigations | • The System should generate audit leads based on risk criteria, leveraging internal data (e.g., tax filings, collections data, etc.) and external data (e.g., customs data, other 3rd party data, etc.).  
  • The System should allow audits to be manually initiated by authorized ERS Staff.  
  • The System should assign priorities to audits. Audit priority should be modifiable by authorized ERS Staff.  
  • The System should generate a forecast of potential audit yield (e.g., individual audit, aggregate audits, etc.).  
  • The System should have workflow to facilitate tracking and assignment of audits to ERS Staff. |
| Conduct Audits and Determine results | • The System should have integrated worksheets (i.e., “audit working papers”) that should help ERS Staff calculate any tax, penalty, or interest due.  
  • The System should provide a consolidated view of all taxpayer activity with the ERS (e.g., tax filings submitted, payments made, correspondence sent, etc.).  
  • The System should be able to record notes on activities taken during audit (e.g., contact with taxpayer, etc.) and progress made on audit (e.g., 25% complete, 50% complete, etc.).  
  • The System should have templates that can be used for generating and scheduling correspondence (individual and mass scheduling) to the taxpayer. |
| **Manage Appeals** | • The System should have Document Management capabilities that should allow ERS Staff to store any audit-related documentation.  
• The System should allow for tracking time spent on any audit. |
| **Manage Legal Services** | • The System should be able to manage intake of appeals from taxpayers.  
• The System should be able to support workflows for managing appeals based on defined business rules and user-defined criteria.  
• The System should be able to manage and track the progress and provide notifications to taxpayers and authorized representatives based on type of proceeding.  
• The System should be able to track and store all correspondence related to the proceeding and associate it with the relevant taxpayer account(s). |
| **Manage Data Analysis Capabilities and Forecasting** | • The System should be able to support data extracts for developing fiscal estimates (e.g., simulate how new tax law should impact the taxpayers, etc.).  
• The System should be able to integrate with Third Party statistical modelling tools for performing statistical analysis (e.g., trend analysis for policymaker, etc.). |
| **Manage Operational Reporting** | • The System should be able to support dashboard templates for reporting key performance indicators (KPIs) and other operational data.  
• The System should be able to support data analysis for developing KPIs and other operational reports by providing data extracts in different formats and mechanisms (e.g., SQL query, Excel, .txt, etc.). |
| The System should be able to integrate with Third Party and data warehouse tools for performing KPI analysis. |
| The System should allow the operational staff to generate real-time reports based on workflow routing and different workloads. |
| **Data Warehousing** |
| The system should have an integrated and centralized data storage and access capability organized specifically for end-user reporting and analysis. The data warehouse should meet the following requirements: |
| - ETL Processing |
| - Data Handling — CSV, XML, TXT, other native types |
| - Data Warehouse Operations: Jobs, Batches, Schedules, etc. |
| - Third Party tools/API/Driver/Connectors integration/Support |
| - Utilities |
| - SQL Library/Functions/Features (e.g., GTT, OLAP, etc.) |
| - Historical Data Warehouse Logs |
| - Workload Management |
| - System Monitoring |
| - User, Space, Access management, etc. |
| - SSO, LDAP, Windows Authentication, Centralized Authentication |
| - Processing, Concurrency, Availability, Capacity, Growth |
| - Recovery/Fallback |
| - Unstructured/semi-structured Data Processing — email, call logs, customer journey, etc. |
| - Descriptive/Predictive/Prescriptive Analytics |
| - Language Support: SQL, R, Python |
| - Data Type Support: XML, JSON, Geospatial, Avro |
| **Intelligence** |
| The system should support gathering, storing and interpretation of data from the various data sources to assist in case identification and selection. |
| Should support Artificial Intelligence in service provision |
| **Enterprise Case Management** |
| The system should support enterprise-wide case management which includes: |
| - case management, assignment, tracking, administration and reporting |
| - case actioning including amendments, penalty & interest, form letters etc, and |
| **Enterprise Workflow** | - Supports enterprise-wide work management of exceptions from operational systems and actioning correspondence. Includes:
  - work item creation
  - work allocation
  - work actioning
  - work reporting
  - escalation, and
  - Workflow administration. |
| **Security** | - The system should have capability that ensures that data is secure from unauthorised access which includes:
  - security for internal systems to prevent unauthorised staff access
  - security for external facing systems to prevent unauthorised access by clients, and
  - Logging of any unsuccessful attempts to access the systems by staff or clients.
  - It should also be secure from malicious or criminal attack, particularly from the public internet. |
| **Integration Services** | - The system should have the capability of providing all services involved in supporting integration between the ERS applications. Broadly this covers three types of integration:
  - interaction layer integration – seamless in-context navigation between user interfaces in the applications
  - service layer integration – standard Enterprise Application Integration, and
  - data layer integration – replication of data between master and slave databases.
  - This capability is also responsible for transaction audit logging |
| **Interaction Services** | - The system should have capability that provides the services, patterns and templates required to develop User Interfaces that comply with the ERS User Interface standards, branding rules etc. |
| **Manage Taxpayer Queries and Information** | - ERS Staff should be able to look up all the relevant taxpayer information, including historical information, as allowed based on user security profiles.
  - ERS Staff should be able to record all activities taken in addressing the request/inquiry (e.g. call notes, update of case plans) |
Non-functional requirements

1. Hosting Services

Describe the approach for providing hosting and management services necessary to implement and maintain the System as described in this RFP, beginning with the initial implementation of any System instance, and continuing throughout the implementation and post-implementation. Managed hosting includes management of all components provided for the System, including those physically installed in distributed locations.

The Respondent should provide a detailed description of its managed hosting solution(s), for all environments included in this RFP, including:

- Managed hosting infrastructures (e.g., hardware, operating systems, network, communications, connectivity, backup, fail-over, disaster recovery components, etc.)
- Managed hosting services (e.g., software and hardware installation, updating, patch application, monitoring, tuning, disaster recovery and backup support, emergency and planned network, system, application maintenance, etc.)
- Managed hosting location(s) compliant with Compliance section.

2. Secured Role-Based Authentication

Describe how the System provides modern and secure models for user authentication. The System should provide an SSO that authenticates the user to any modules of the System. The System should provide configurable features that can limit or restrict access based on the user’s constructed role within the System. This role-based security profile should be attached to the user’s login credentials. The System should also support two-factor authentication or comparable secure models.

3. Implementation Services

Implementation services describe the ERS expectation for the Vendor in order to successfully implement the System. The Respondent is expected to provide responses to the sections below on how it best supports and/or compliments the
outlined implementation area and, where relevant, the proposed approach defined by the ERS and provides additional information on expected technical services roles and responsibilities for implementing the System

3.1 Program Management

The ERS has adopted Agile Project methodology for delivering new initiatives. It is recommended that the vendor tailor its program management to fit into that of ERS. The vendor should describe the proposed Program management approach to plan, manage, and control the successful completion of all tasks and Deliverables based on the requirements and Specifications in the RFP. The response must include, but is not limited to:

- A Program Management Plan (PMP) outlining Respondent’s approach for managing the project and key Deliverables
- Project management methodology to be used during the implementation
- A list of key Deliverables required for successful execution of the Program, including criteria for deliverable approval
- Work breakdown structure and estimated timeframe based on prior experience and details provided in this RFP, from the execution of the Contract through implementation. Provide an indicative project plan with sufficient level of detail that will satisfy the proposed timeframe and release schedule, providing ERS with a clear picture of how the Respondent might schedule this initiative.
- A detailed staffing plan with roles and responsibilities for staff from all parties.
- Program reporting, rhythm of status meetings, and a method for the recording, distributing, accessing, and storing of key meeting minutes throughout the Program, including meeting agendas for all Vendor-led meetings
- An approach and methodology for Program communications management, including the methods and activities needed to ensure timely and appropriate communication amongst the Program team
- An approach to risk analysis, risk prioritization, risk mitigation, and risk tracking/control, including tools and techniques that should be used for risk management and escalation
- An approach and methodology for issue management to ensure that issues are identified, evaluated, assigned for resolution, monitored, resolved, documented, and communicated, including tools and techniques that should be used for issue management and escalation
- An approach outlining the process for making Program decisions and acting upon those decisions per the ERS projects Governance structure.
- An approach and methodology for change control to address changes to the scope, cost, and schedule, including tools for tracking and approval of change requests
3.2 Change Management (CM)

Describe the approach to the organizational CM process. The response should include the following:

- Methodology to provide CM services aligned with the scope, key strategic themes/drivers, and requirements and Specifications in the RFP
- An approach and methodology to supplement the current CM efforts undertaken by ERS.
- An approach and methodology for communications management, including the methods and activities needed to ensure timely and appropriate communication to Program stakeholders
- Application of industry, process, and system expertise to minimize downstream re-work and to optimize the engagement and alignment of the ERS key stakeholders across the System being deployed

3.3 Training and Knowledge Transfer

The ERS expects that the Vendor should provide comprehensive initial and ongoing training over the life of the System so that all ERS Staff are properly trained in the components of the System that are required for their specific role(s).

Describe the approach to training and knowledge transfer. The response should include the following:

- An overall training and knowledge transfer strategy
- A training needs analysis that documents all skills gaps by role
- A training plan that specifies the required courses/curriculum by role and how the training should be delivered
- A knowledge transfer plan that specifies the required courses/curriculum by role, knowledge achievement milestones, and a description of how the knowledge transfer should be conducted
- A plan for development and delivery of training and knowledge transfer modules, including a combination of on-site instructor-led training and web-based or computer-based training (CBT)
- A plan for development of the materials required for training delivery and knowledge transfer, including PowerPoint presentations, graphics, classroom exercises, CBT modules, job utilities, user guides, etc.
- An evaluation mechanism that allows training and knowledge transfer participants to provide feedback so that the Vendor can improve curriculum and materials on an ongoing basis
3.4 Business Process Analysis

Describe the Respondent’s process to be utilized for validating the Functional Specifications contained in RFP and identify any process changes to minimize customization and increase use of configuration functionality. Include all special adaptation efforts that may be required to meet the ERS future state business needs. The Vendor is expected to perform a requirements and future business process validation to identify any functional gaps before configuring the new System to enable the processes. The ERS business processes are meant to provide preliminary guidance for configuring the System and should not be considered final until future functionality is validated by the ERS Staff.

3.5 Environment Setup

Describe the process to set-up and verify the installation of all requisite System components and environments. The ERS seeks to understand the requirements to initialize the installation of base System components, requisite Third Party Software, infrastructure components, middleware, etc. The approach should cover but not be limited to the following:

- Setup of requisite environments (e.g., development, testing, production, etc.)
- Validate and verify that environments function as expected and are stable
- Required “foundational” installation of application components, Third Party software, etc.
- Third Party software licensing requirements

3.6 Configuration and Customization

The ERS desires that the System be configurable outside of the core code to allow for ongoing changes, such as periodic tax rate and form changes.

The Respondent should describe the approach and method by which the System will be implemented utilizing configuration and/or customization inclusive of how each will be managed (e.g., via an Integrated Development Environment, proprietary tools, etc.). Further, Respondent should explain the method of configuration (e.g., via scripting, XML, code tables, etc.), as well as all development languages and/or platforms utilized for customization. The ERS expects the customization of the System will be kept to a minimum to limit the effect on System upgrades and maintenance, and that appropriate procedures and controls are enforced.

3.7 Testing
Describe the process for testing that all application components work as designed and configured, and that those components work together in an integrated process to perform their specified functions, including interfaces/integrations to legacy applications or other Third-Party external applications. The response should include but not be limited to the following:

- Approach for creating unit, integration (end-to-end), performance, stress, security, and regression test plans that are fully documented and repeatable.
- Approach for performing quality assurance testing (unit, integration, performance, stress, security, and regression, where applicable) prior to handing over to the ERS for UAT.
- Validation with a requirements traceability matrix and demonstrations verify the requirements as specified in the requirements document have been satisfied.
- Approach for the ERS to create UAT cases and test scripts.

3.8 Data Conversion and Migration

Describe the process for managing the data requirements for the System, including data conversion and migration methodology and approach. The ERS also expects the Respondent to include, as part of their conversion approach, a description on how it will work with ERS Staff in order to come to an agreement on other items, including but not limited to volume of data to be converted, level of detail, data objects, what data should be made available in an archived “read-only” state, etc.

The approach should include the following:

- A data conversion approach and plan.
- Identification of any risks associated with data conversion.
- An approach and plan for data conversion testing.
- Mock data conversions and their alignment to testing activities.
- Data governance.
- Data conversion mapping and transformation.
- Data conversion signoff and cutover processes.

3.9 Support Services

Support services include maintenance and operation (M&O) as well as Warranty services to be provided by the Vendor post-implementation. Respondents shall outline the following:

3.9.1 Database Administration
Describe services related to on-going and go-live maintenance and support for the System database(s). The response should include but not be limited to the following:

- Maintenance and support of all System database(s)
- Maintenance of a configuration log of distributed and implemented releases
- Determine the impact of the new release to the installed configuration
- Perform database tuning

3.9.2 Warranty Support

Describe the duration and services provided under the Respondent’s proposed Warranty coverage. The Respondent is expected to propose Warranty coverage to resolve production System Errors and deficiencies during the proposed Warranty period at no additional charge to the ERS. Warranty Support services will be delivered concurrently with any applicable SLA terms.

Warranty coverage begins, as applicable, once System functionality is in use by ERS Staff, and following the ERS Acceptance of the relevant aspect of the System, in a Production environment; or once the full System is in use by ERS Staff and following the ERS Acceptance of the entire System. The Respondent shall include in the Warranty services description a timeline of effective Warranty periods during implementation (i.e. following the go-live of each phase) as well as post-implementation Warranty coverage for the entire System once fully implemented (i.e., all phases).

3.9.3 Support and Warranty Service Level Agreement (SLA)

A sample SLA is included in RFP. Respondent shall describe any variances proposed from this sample. A final SLA will be mutually agreed upon between the ERS and the Vendor as part of final Contract execution and shall apply for the duration of the Contract, including any extensions or renewals. Terms of the SLA should include, but not be limited to:

- Standard service hours
- Non-standard and holiday service hours
- Definition of defect or Error classification levels (e.g., Defect Severity 1, Defect Severity 2, etc.)
- Proposed resolution timing for each defect or Error classification
- Expectations regarding System uptime, downtime, and scheduled maintenance windows
- Warranty extension criteria
3.9.4 Hosting Support

As part of the hosting managed services, the Vendor is expected to provide full support services across all elements of their hosted offering for the duration of the agreed-upon Contract term, including any extensions or renewals. The Respondent shall describe the level and detail of support provided for Vendor’s hosting managed services.

3.9.5 System Administration

Describe the services for on-going maintenance and support (production System support), as well as go-live support for the System. This should include but not be limited to the management of future version releases, service packs, patches, functional and/or technical upgrades, configuration, backup/restore, Enhancements, and Error and defect resolution.

3.9.6 Help Desk Support

Describe the process for handling the identification and triage of defects, as well as the defect and Error resolution path inclusive of proposed SLA terms. Describe any use of proprietary or Third-Party defect tracking and resolution management software. If applicable, describe how those tools provide the capability to interface with the ERS ICT incident management system.

3.9.7 Compliance

Describe the approach for compliance with all Eswatini laws, regulations, standards, and policies. Respondent’s description should encompass, at a minimum, the items outlined in Section 3.9.7 (Compliance). The Vendor will also be responsible for participating in periodic audits to ensure that compliance is successfully maintained by the Vendor over the duration of the Program. In most cases, audit and compliance (re-)certification activities are conducted on an annual basis. The Vendor is expected to maintain compliance and participate in audits as defined below at no additional cost to the ERS.

3.9.8 System Compliance

Respondent should describe its general approach to information security and privacy compliance, and the general method by which compliance is addressed and achieved.

Respondent should describe any Third-Party certifications, tests, or reports Respondent obtains on a recurring basis and that it will provide to the ERS at no cost upon request, including but not limited to any of the following:

- Latest ISO 27001 certification
- Test or assessment results of an independent, Third-Party application scans using the Open Web Application Security Project (OWASP) Top Ten List
- Test results of a penetration test of the system(s) conducted by an independent Third Party
• A copy of Respondent’s annual SOC 2 type 2 report (for all applicable Trust Services Principles)
• Statement on Standards for Attestation Engagement (SSAE) 18 of Respondent’s operations, information security program, and disaster recovery/business continuity plan

Respondent should provide the latest remediation plans which may have resulted from any compliance activities or efforts listed above.

3.9.9 Security Audit

Describe the ERS, ERS Authorized Contractors and the ERS’s regulators the ability to perform security audits/scans of the System, including the hosting environment, including unannounced penetration and security tests, and how Respondent will incorporate recommendations that result from such inspections, tests, and audits as part of its security/compliance program, including standard remediation timeframes.

3.9.10 Access to Security Logs and Reports

Describe ERS, ERS’s Authorized Contractor’s, and ERS’s regulator's ability to access security logs and reports relating to the System, including, at minimum, latency statistics, user access summaries, user access IP address summaries, and user access history and security logs. Provide samples of standard security logs and reports.

3.9.11 Accessibility

The Vendor and the System shall comply with and enable and facilitate ERS and other applicable constituent group’s compliance with all applicable accessibility laws, rules, regulations, policies, and standards, including those identified in Compliance section. These laws, rules, regulations, policies, and standards support the country’s objective of giving employees and members of the public with disabilities access to System’s and information that is comparable to the access available to individuals without disabilities. The Respondent should describe its approach for ensuring that the System and all System content meet and enable to the ERS and other constituent groups to meet these requirements, including how accessibility is incorporated by design into the Application Services and System.

3.9.12 Disaster Recovery / Business Continuity

Describe Respondent's Disaster Recovery and Business Continuity Plan, including but not limited to:

• Redundancy, Data Backup, and Disaster Recovery
• Data Export/Import
Data Ownership and Access
Testing
Assumptions or recommendations for business process recovery time objectives (RTO) and data recovery point objectives (RPO)

4 Value-Added Services and Features

Respondents are encouraged to propose any Value-Added Services and/or features deemed beneficial to the ongoing improvement of the ERS tax and revenue administration efforts, both near-term and long-term. The ERS recognizes the immediate need to modernize while also understanding there may be additional functionality available that fulfils and enhances the ERS future vision for tax and revenue administration.

The ERS expects all Value-Added Services and/or features proposed in this section to have corresponding price information included as part of the Respondent’s Cost Proposal. The ERS requests that Respondents incorporate a level of cost assurance over a specified term for all identified Value-Added Services and/or features.

Value-Added Services and/or features proposed in this section will not be scored and will only be used by the ERS for informational purposes, as well as to identify the broader capabilities and offerings of the Respondents.
PROPOSED AGREEMENT FOR THE SUPPLY OF APPLICATION SOFTWARE AND ATTENDANT SERVICES FOR AN INTEGRATED REVENUE ADMINISTRATION SYSTEM

Entered into by and Between

…………………………………………………………………………………………………………………………
A company duly registered in terms of the company law of …………………. With Registration Number: ………………… and represented hereinafter by …………………. In his capacity as ………………………………………

("VENDOR")

And

ESWATINI REVENUE SERVICE

A statutory body established under the Eswatini Revenue Service Act 2008 (as amended) represented herein by Mr Dumisani E. Masilela in his capacity as the Commissioner General and so authorised ("ERS")

THIS AGREEMENT is made the …………….day of ……………. 2021

AGREEMENT FOR THE SUPPLY OF APPLICATION SOFTWARE AND ATTENDANT SERVICES FOR AN INTEGRATED REVENUE ADMINISTRATION SYSTEM

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WHEREAS

A. On ……………….. the ERS issued its Operational Requirement to bidders (including the VENDOR) in respect of the supply and implementation of Software and System Maintenance and Support Services;

B. An up-dated Operational Requirement, together with responses to bidders questions, was issued on ………………………………;

C. The VENDOR submitted its Proposal dated …………………… in response to the Operational Requirement;

D. On …………………………… the ERS invited the VENDOR to engage in further discussions in connection with their Proposal and the ERS’s needs for the supply of Software and System Maintenance and Support and accordingly such discussions took place;

E. On ………………………… the ERS invited select ed bidders (including the VENDOR) to submit Best and Final Offers in respect of the supply and implementation of Software and System Maintenance and Support Services;

F. The VENDOR submitted a Best and Final Offer on …………………………;

G. On the basis of the VENDOR’s Proposal and Best and Final Offer, the ERS has through a Letter of Appointment dated ……………………. selected the VENDOR to supply and implement the Software and the System Maintenance and Support Services and the VENDOR undertakes to supply and implement the same on the terms set out below.

NOW IT IS HEREBY AGREED as follows:

1 INTERPRETATIONS

1.1 As used in this Agreement:

2 the terms and expressions set out in Schedule 1 shall have the meanings ascribed therein;

3 the masculine includes the feminine and the neuter; and

4 the singular includes the plural and vice versa.

4.1 A reference to any statute, enactment, order, regulation or other similar instrument shall be construed as a reference to the statute, enactment, order, regulation or instrument as amended by any subsequent statute, enactment, order, regulation or instrument or as contained in any subsequent re-enactment thereof.

4.2 Headings are included in this Agreement for ease of reference only and shall not affect the interpretation or construction of this Agreement.

4.3 References to Clauses and Schedules are, unless otherwise provided, references to Clauses of and Schedules to this Agreement.

4.4 In the event and to the extent only of any conflict between the Clauses and the Schedules, the Clauses shall prevail.

4.5 In the event and to the extent only of any conflict or inconsistency between the documents listed below the document first listed shall take precedence.

i. Detailed System Design Specification

ii. Minutes of the Technical and Contractual Discussions with the Revised Compliance Matrix and the Bidder’s Response to the Supplementary
Requirements attached

iii. This Agreement
iv. The Proposal
v. The Operational Requirement

5 THE SOFTWARE, THE SYSTEM AND THE SERVICES

5.1 In consideration of the payment of the Charges the VENDOR shall:

6 2.1.1 supply the number of copies of the Software specified in Schedule 2 in such form as specified in Schedule 2; and

7 2.1.2 supply and deliver the Deliverables and the Documentation to the ERS's Premises.

8 2.1.3 perform the Services specified in Schedule 3; and

9 2.1.4 supply those parts of the Software and the System and provide those Services identified as required to be supplied and/or provided during each Stage by the Stage Completion Dates set out in the Implementation Plan in Schedule 8.

9.1 The Software, the System, the Deliverables and the Services shall only be varied by application of the Change Control Procedure.

9.2 The VENDOR shall commence provision of the System Maintenance and Support Services on the Commencement Date set out in the Implementation Plan. Subject to the termination provisions in this Agreement, this Agreement shall remain in force for a period of 5 (five) years from the Commencement Date.

9.3 In supplying the Software and performing the Services and discharging its obligations hereunder, the VENDOR shall comply with, and adhere to the standards and regulations set out in Schedule 6. The VENDOR shall develop the System in order to meet the ERS's Operational Requirement.

9.4 The VENDOR shall perform all necessary routine and remedial maintenance required for the System to operate in accordance with the Detailed System Design Specification, the Operational Requirements and this Agreement (or as may be amended by mutual written agreement from time to time).

9.5 The ERS shall permit the VENDOR such access to the System as is reasonably required for the CONTRACTOR to comply with its obligations under Clause 2.5

10 SRA’S RESPONSIBILITIES

10.1 The ERS undertakes to provide to the VENDOR, all information, services, facilities and responses designated as ERS's Responsibilities.

10.2 The ERS’S representative shall be the ERS ......................... who is the authorised signatory for the approval of all documentation and under this Agreement.

11 IMPLEMENTATION PLAN

11.1 The VENDOR shall perform its obligations under this Agreement in accordance with the Implementation Plan.

11.2 In the event that the VENDOR fails to fulfil an obligation by the date specified in the Implementation Plan (also referred to as the Detailed Project Plan) for such fulfilment or that the System fails to operate in accordance with the Operational Requirement, the VENDOR shall, at the request of the ERS and without prejudice to the ERS's other rights and remedies, arrange all such additional resources as are necessary to fulfil the
12 PREPARATION AND APPROVAL OF THE DETAILED SYSTEM DESIGN SPECIFICATION

12.1 Forthwith upon execution of this Agreement the VENDOR shall commence in collaboration with the ERS, the preparation of the Detailed System Design Specification on the basis of the Operational Requirement and the ERS shall provide to the VENDOR all information and other documents reasonably requested by the VENDOR for this purpose.

12.2 The VENDOR shall complete the preparation of the Detailed System Design Specification by the date set out in the Implementation Plan.

12.3 Forthwith upon completion of the Detailed System Design Specification the VENDOR shall submit the same for approval by the ERS.

12.4 The ERS shall within fifteen (15) Days of receipt of the Detailed System Design Specification, by notice served upon the VENDOR, either approve the same or respond to the VENDOR with such comments and/or requests for amendment as it shall judge appropriate.

12.5 The VENDOR shall take account of all reasonable comments and/or requests for amendment received from the ERS pursuant to Clause 5.4 above and shall incorporate the same in a revised version of the Detailed System Design Specification to be prepared and delivered to the ERS within 10 (ten) Days of receiving the ERS’s comments and/or requests.

12.6 If the ERS requires an amendment to the Detailed System Design Specification to take account of any application function or performance criteria not specified in the Operational Requirement then the parties shall apply the provisions of Schedule 13 (Change Control Procedures).

12.7 The VENDOR and the ERS agree to use all reasonable endeavours to complete the process of approval of the Detailed System Design Specification by the date set out in the Implementation Plan. If approval of the Detailed System Design Specification is delayed for more than two (3) months then the ERS shall be entitled to terminate this Agreement in accordance with Clause 16.

13 INSPECTION OF PREMISES AND TECHNICAL INFRASTRUCTURE AND INSTALLATION OF THE SYSTEM

13.1 The VENDOR confirms that it shall inspect the Premises and the Technical Infrastructure in accordance with Schedule 16 and that the VENDOR either:

- 6.1.1 will satisfy itself that the Premises and the Technical Infrastructure are suitable for the installation and operation of the System and the supply of the Services and so confirm the same in writing to the ERS in accordance with Schedule 16; or

- 6.1.2 will advise the ERS in writing, and in accordance with Schedule 16, of any matter, or aspect of the Premises and/or the Technical Infrastructure, which is inadequate or not suitable for installing or operating the System or supplying the Services.

15.1 The VENDOR acknowledges that it is not entitled to recover any additional costs from the ERS which arise from any matter, or aspect of the Premises or the Technical Infrastructure, which has not been notified to the ERS in accordance with Clause 6.1.2 and Schedule 16 and which is inadequate or unsuitable for installing or operating the System or supplying the Services.

15.2 The VENDOR shall install and commission the System at the Premises and shall, after installation, reinstate the Premises to the condition prevailing on the date on which the
said installation commences subject to any changes undertaken by the VENDOR and agreed by the ERS for such installation.

15.3 The ERS shall undertake all work to the Premises and/or Technical Infrastructure notified to the ERS by the VENDOR pursuant to Schedule 16 which does not form part of the Services and which is required for the VENDOR to comply with Clause 6.3.

16 LICENCES TO USE SOFTWARE

16.1 The ERS shall not acquire title to the Intellectual Property Rights in the VENDOR’s Software or any Third Party Software which is supplied by VENDOR hereunder.

16.2 In consideration of the payment of the relevant Charges, the VENDOR hereby grants to the ERS a non-exclusive licence to Use the VENDOR's Software. Such licence to Use the VENDOR's Software shall:

1.1.1. be restricted by reference to Schedule 2;
1.1.2. extend to all New Releases;
1.1.3. be transferable to any other operational platform at no additional cost to the ERS in the event that the ERS changes its operational platform, be this a change of hardware and/or internal code and/or database software and/or other infrastructure software and/or VENDOR's Software;
1.1.4. be perpetual and irrevocable at the Acceptance of each stage by the ERS and subject to payment to the VENDOR of the corresponding charges. Such Acceptance shall be an irrevocable right for the ERS to use the VENDOR’S Software for the purposes associated with the stage.

16.3 Except as specified in clause 7.2.5, where the ERS breaches the terms of the licence granted at each stage, the licence for that particular stage shall terminate and be revoked as set out in clause 16.10.

16.4 The ERS shall upon the termination of this Agreement for reason of force majeure or VENDOR’s default of the System Maintenance and Support Services, be entitled to engage a third party to Use, modify, adapt and enhance the VENDOR's Software (but not the Source Code) subject to and in accordance with this Agreement on behalf of the ERS provided that such third party shall have entered into a confidentiality undertaking in accordance with Clause 15.

16.5 The ERS shall be entitled to copy or require the VENDOR to copy the VENDOR's Software (but not the Source Code) in order to create an archival copy and a back-up copy of the same. When copying the Software the ERS shall include the original machine readable copyright notice, and a label affixed to the media identifying the Software and stating: "This medium contains an authorised copy of copyrighted software which is the property of the VENDOR”.

16.6 The VENDOR shall place or arrange the placing of the Source Code of the VENDOR’s Software and the associated software Engineering Documentation (and of any enhancements or modifications made thereto) in Escrow with an escrow agent agreed between the ERS and the VENDOR on the basis of the Escrow Agreement attached as Schedule 10, subject to such amendments to that agreement as are agreed between the ERS, the VENDOR and the escrow agent. Such Escrow Agreement shall be entered into with the ERS within sixty (60) days of signing this Agreement and all the costs of the Escrow Agreement shall be borne by the VENDOR.

16.7 Title in all software owned by the ERA shall at all times throughout the period during
which the VENDOR provides the System Maintenance and Support Services, remain vested in the ERS.

16.8 The VENDOR shall not copy or otherwise deal with ERS owned software other than as may be necessary for the provision of the Services and to provide back-up for the System Maintenance and Support Services.

16.9 The VENDOR shall, where appropriate, be responsible for obtaining, maintaining and keeping in force any licenses and consents necessary for the VENDOR to perform his obligations under this Agreement. The VENDOR shall notify the ERS where it is necessary or more appropriate for the ERS to obtain any licenses or consents.

17 ACCEPTANCE OF THE SYSTEM

17.1 The VENDOR shall, during the Acceptance Procedures Period(s), make available the System (in the Stages specified in the Implementation Plan) for the Acceptance Procedures to be performed.

17.2 The ERS shall accept the System in accordance with the Acceptance Procedures. The ERS shall be entitled to engage a third party to undertake any or all of the work which is agreed to be the ERS's responsibilities within the context of the Acceptance Procedures provided that such third party shall have entered into a confidentiality undertaking in accordance with Clause 15.4.2.

17.3 If, in relation to the Acceptance Procedures in any given Acceptance Procedures Period, the ERS's Test Committee determines that the System has met all the Acceptance Criteria by the end of that period, the System shall have passed those Acceptance Procedures and the VENDOR shall be notified accordingly.

17.4 If, in relation to the Acceptance Procedures in any given Acceptance Procedures Period, the ERS's Test Committee determines that the System has not met one or more of the Acceptance Criteria by the end of that period, the System shall have failed those Acceptance Procedures and the ERS shall be notified accordingly.

17.5 If the System shall have failed the Acceptance Procedures for a given Acceptance Procedures Period, the ERS shall have the right:

18 8.5.1 to accept such items of the System as the ERS may decide and pay a pro-rated Charge therefor or such other charge, as may be agreed between the parties;

19 8.5.2 without prejudice to its other rights and remedies, to extend the Acceptance Procedures Period for a period or periods, specified by the ERS, during which the VENDOR shall correct the fault which caused the Acceptance Procedures to be recorded as unsuccessful; or

20 8.5.3 terminate this Agreement in accordance with Clause 16.4.

20.1 In the event that the ERS extends an Acceptance Procedures Period for a period pursuant to Clause 8.5.2 and the Acceptance Procedures have not been recorded as successful by the end of that period, the ERS shall have the right to:

21 8.6.1 accept such items of System as the ERS may decide and pay a pro-rated Charge therefor or such other charge, as may be agreed between the parties; or

22 8.6.2 extend the Acceptance Procedures Period for a further period in accordance with Clause 8.5.2; or

23 8.6.3 terminate this Agreement in accordance with Clause 16.4.

23.1 Acceptance of the System shall not prejudice the ERS's rights in relation to Clause 12.

24 TITLE AND RISK

24.1 The VENDOR acknowledges that the ERS’s Data is the property of the ERS and the
ERS hereby reserves all Intellectual Property Rights which may subsist in the ERS’s Data. The VENDOR shall not delete or remove any copyright notices contained within or relating to the Data.

24.2 The VENDOR and the ERS shall each take reasonable precautions (having regard to the nature of their own respective obligations under this Agreement) to preserve the integrity of the ERS’s Data and to prevent any corruption or loss of the ERS’s Data.

24.3 The ERS shall ensure that a back-up copy of the ERS’s Data is made at least every 2 (two) working days and that such copy is recorded on media from which the ERS’s Data can be re-loaded in the event of any corruption or loss of the ERS’s Data.

24.4 In the event that the ERS’s Data is corrupted or lost, and provided that the ERS has complied with its obligations under Clause 9.3, the ERS shall have the option, in addition to any other remedies that may be available to it either under this Agreement or otherwise, to elect either of the following remedies:-

25 9.4.1 The ERS may require the VENDOR at its own expense to restore or procure the restoration of the ERS’s Data using the back-up copy referred to in Clause 9.3; or

26 9.4.2 the ERS may itself restore or procure restoration of the ERS’s Data using the back-up copy referred to in Clause 9.3, and shall be repaid by the VENDOR any reasonable expenses so incurred.

9.5 Where the VENDOR has received data from the ERS the VENDOR undertakes to adhere to data protection laws of Eswatini and if such data protection laws are not in existent at the time of concluding this Agreement, the VENDOR shall comply with ISO 27701 on the protection of personal data.

27 CHARGES

27.1 In consideration of the supply of the Software, the System and the Deliverables and the performance of the Services in accordance with the terms of this Agreement, the ERS shall pay the Charges specified in Schedule 9.

27.2 The VENDOR shall be obliged to pay all taxes on any moneys paid to it by the ERS including but not limited to income tax or withholding tax, as the case may be, and to that end, the ERS shall be entitled to deduct and withhold from any fees due to the Service Provider any money due as tax in accordance with the laws of the Kingdom of Eswatini.

27.3 Subject to clause 10.2, it is recorded that the parties do accept that this agreement shall where applicable, be subject to tax treaty (the “Treaty”) signed between the governments of the counties wherein both are resident, which treaty relates to the avoidance of double taxation and the prevention of fiscal evasion with respect to the taxes on income.

27.4 In accordance with the definitions of the Treaty, the term “Permanent Establishment” includes inter alia, the furnishing of consultancy services by the Service Providers through employees or other Service Providers or personnel engaged by the Service Provider for such purpose, but only where activities of that nature continue (for the same or a connected project) within Eswatini for a period or periods aggregating to more than ninety (90) days in any twelve month period commencing or ending in the year of assessment concerned;

27.5 For the avoidance of any doubt, the following interpretations of the Treaty shall form the basis of this agreement between the Parties;
10.5.1 In the event of the Service Provider’s presence being less than ninety (90) days and its presence subsequently not deemed to be that of a Permanent Establishment the following shall apply;

10.5.2 The Service Provider shall be regarded to be an entity which conducts its activities in the Republic of South Africa and consequently invoicing the ERS shall be furnished alike;

10.5.3 Eswatini’s Withholding Tax shall be deducted from the Service Provider’s gross income at the rate of ……..% on all processed invoices;

10.5.4 Tax related to the Service Provider’s employees as governed by this agreement shall not apply;

10.5.5 In the event the Service Provider’s presence is deemed to be more than ninety (90) days and its presence subsequently deemed to be that of a Permanent Establishment the following shall apply;

10.5.6 No Eswatini Withholding Tax will be deducted from the Service Provider’s fees and the Service Provider shall be obliged to register for Income Tax;

10.5.7 As a consequence of the Service Provider’s formal registration in Eswatini, the Service Provider shall prepare, as part of its normal financial management reporting, a ring-fenced profit and loss statement indicating all revenue earned on this agreement, less all direct expenses attributable to the generating of this revenue, including but not limited to all related direct employee costs, travel and accommodation costs, staff welfare etcetera;

10.5.8 The ring-fenced profit and loss statement shall be audited by the Service Provider’s registered Auditors, at their own costs and submitted to the ERS on which, normal Income Tax on the profit will be paid to the ERS;

10.5.9 The ERS shall issue such relevant tax certificate to ensure the avoidance of double taxation;

10.5.10 The term “royalty” shall be construed in its general meaning in it general context of the avoidance of double taxation and the prevention of tax evasion and avoidance.

10.6 If the Service Provider’s employees working in Eswatini may fall outside or inside the 183-day Treaty exemption period and consequently as the case may be, the Service Provider’s employees shall or shall not be liable to pay tax in Eswatini.

10.7 In the event that a change is proposed or made to the Software or the System or to the Services, in accordance with Schedule 13, the VENDOR shall charge an amount to be agreed between the ERS and the VENDOR at the rates set out in Schedule 9.

10.8 In the event that the VENDOR, in accordance with the terms of this Agreement, enters into a supply contract or sub-contract in connection with this Agreement, the VENDOR shall ensure that a term is included in the supply contract or a sub-contract which requires the VENDOR to pay all sums due thereunder to the sub-contractor within a specified period, not to exceed 30 (thirty) days, from the date of receipt of a valid invoice as defined by the terms of the supply contract or sub-contract (as appropriate). The VENDOR shall notify in writing to the ERS the signature of all such sub-contracts and confirm the inclusion of the relevant provisions referred to in this Clause 10.5.

28 WARRANTIES AND REPRESENTATIONS

The VENDOR warrants and represents that:

28.1 the VENDOR has full capacity and authority and all necessary consents (including but not limited to, where its procedures so require, the consent of the owner of the software...
or system where it is not owner) to enter into and to perform this Agreement and that
this Agreement is executed by a duly authorised representative of the VENDOR;

28.2 all goods and services agreed to be supplied shall be supplied in accordance with this
Agreement and the Implementation Plan.

28.3 at the Acceptance Date, the System shall meet all the Acceptance Criteria and the
regulations and standards specified in Schedule 6;

28.4 unless otherwise agreed in writing by the parties at the Acceptance Date, the System
shall operate at the Premises in accordance with its technical specifications and
Documentation;

28.5 the System shall be maintained such that it will operate at the Premises in accordance
with the Operational Requirement and this Agreement;

28.6 the System shall operate in and be fully compatible with the ERS’s Technical
Infrastructure or any cloud requirements that the ERS has endorsed or compatible to its
requirements under this agreement;

28.7 the ERS’s receipt of the Services shall not infringe any Intellectual Property Rights of
the owner or any third party;

28.8 the ERS's Use and operation of the System shall not infringe any Intellectual Property
Rights of the owner or any third party;

28.9 The Services shall be supplied by appropriately experienced qualified and trained
personnel;

28.10 the VENDOR has the full capacity to grant the licences to the ERS referred to in
Clause 7;

28.11 the VENDOR shall discharge its obligations hereunder with all due skill, care and
diligence including but not limited to good industry practice and (without limiting the
generality of this Clause) in accordance with its own established internal procedures;

28.12 the ERS shall have the right to quiet possession of the Software.

28.13 the VENDOR shall discharge its obligations hereunder in accordance with the
Implementation Plan and the Stage Completion Dates set out therein and shall supply
all elements of the System required to be supplied during each Stage by the
corresponding Stage Completion Date;

28.14 the VENDOR has obtained and shall keep in force valid licenses in respect of all
Intellectual Property Rights necessary for the performance of the System Maintenance
and Support Services;

28.15 the persons employed by the VENDOR in connection with work relating to this
Agreement are employed on terms which do not entitle such persons to acquire
copyright, design, patents, industrial property or other intellectual property rights in
respect of that work;

28.16 the VENDOR has not entered into any contract or obligation which would prevent the
application of Clause 11.15;

28.17 the Software, the System, the Deliverables and the Services shall conform in all respects
with all requirements of the Operational Requirement, the Detailed System Design
Specification and this Agreement;

28.18 the provision of the Services and the ERS’s use thereof shall not infringe any
28.19 the Services shall be performed in compliance with all applicable laws, enactments, orders, regulations, and other similar instruments;

28.20 the Services satisfy the levels and standards specified in this Agreement (and in particular Schedule 17) and all components and equipment supplied and/or used in the course of the provision of the Services shall operate in accordance with their technical specifications;

28.21 the VENDOR will ensure that all sub-contracts, equipment rental or lease agreements, licences of Intellectual Property Rights, and all other (non-employment) contracts which are necessary to the performance of the Services are assignable to the ERS (without any transfer charge) upon the termination of this Agreement;

28.22 the VENDOR will not approach any of the staff of the ERS with a view to offering an employment contract or any other such inducement that encourages such staff to leave the ERS, this warranty covering the period from the signing of the Agreement until 12 (twelve) months after the conclusion of the Agreement; and

28.23 all statements and representations made to the ERS in relation to this Agreement are true and accurate and that it will advise the ERS of any fact, matter or circumstance of which it may become aware which would render any such statement or representation to be false or misleading.

29 LIMITATION OF LIABILITY

29.1 Neither party excludes or limits liability to the other party for death or personal injury or any breach of any obligations implied by the relevant laws of Eswatini.

29.2 Subject always to Clause 12.1, the aggregate liability of the VENDOR for all Defaults under this Agreement shall in no event exceed an amount equal to two (2) times the Charges payable under this Agreement.

29.3 The parties expressly agree that should any limitation or provision contained in this Clause be held to be invalid under any applicable statute or rule of law it shall to that extent be deemed omitted but if any party thereby becomes liable for loss or damage which would otherwise have been excluded, such liability shall be subject to the other limitations and provisions set out herein.

30 INJURY TO PERSONS, LOSS OF PROPERTY

30.1 This Clause 13 applies to any personal injury or loss of property which arises out of or in any way in connection with the performance or purported performance of this Agreement.

30.2 Subject to the following provisions of this Clause 13 the VENDOR shall:

31 13.2.1 be responsible for and reinstate and make good to the satisfaction of the ERS, or make compensation for any loss of property suffered by the ERS to which this Clause 13 applies;

32 13.2.2 indemnify the ERS and its servants against all claims and proceedings made or brought against the ERS or its servants in respect of any personal injury or loss of property to which this Clause 13 applies and against all costs and proceedings reasonably incurred in connection therewith;

33 13.2.3 indemnify the ERS against any payment by the ERS in order to indemnify in whole or in part a servant of the ERS against any such claim, proceedings, costs or expenses; and

34 13.2.4 indemnify the ERS against any payment by the ERS to one of its servants in respect of loss of property, to which this Clause 13 applies suffered by that
servant and against any payment made under any Government provision in connection with any personal injury, to which this Clause 13 applies, suffered by any servant of the ERS.

34.1 If the VENDOR shows that any personal injury or loss of property, to which this Clause 13 applies, was not caused nor contributed to by its neglect or default or by that of its servants, agents or sub-contractors, or by any circumstances within its or their control, it shall be under no liability under this Clause 13, and if it shows that the neglect or default of any other person (not being its servant, agent or sub-contractor) was in part responsible for any personal injury or loss of property to which this Clause 13 applies, the VENDOR’s liability under this Clause 13 shall not extend to the share in the responsibility attributable to the neglect or default of that person.

35 13.4 The ERS shall notify the VENDOR of any claim or proceeding made or brought in respect of any personal injury or loss of property to which this Clause 13 applies.

36 13.5 If the VENDOR admits that it is liable wholly to indemnify the ERS in respect of any such claim or proceeding, and the claim or proceeding is not an excepted claim, it, or if it so desires, its insurers, shall be responsible subject to the provisions of Clause 13.2.3, for dealing with or settling that claim or proceeding.

37 13.6 If in connection with any such claim or proceeding with which the VENDOR or its insurers are dealing, any matter or issue shall arise which involves or may involve any privilege or special right of the ERS (including any privilege or right in relation to the discovery or production of documents) the VENDOR or its insurers shall, before taking any action thereon, consult the Head of Legal Services of the ERS and act in relation thereto as may be required by the ERS, and if either the VENDOR or its insurers fail to comply with this Clause, Clause 13.3.2 shall cease to apply.

38 13.7 For the purpose of this paragraph an excepted claim means a claim or proceeding in respect of a matter failing to be dealt with under a Government provision, or a claim or proceeding made or brought by or against a servant of the ERS.

13.8 Where any such claim or proceeding as is mentioned in Clause 13.2.2 or 13.2.3 of this Clause 13 is settled otherwise than by the VENDOR or its insurers, it shall not be required to pay by way of indemnity any such sum greater than that which would be reasonably payable in settlement having regard to the circumstances of the case and in particular to the damages which might be recoverable at law.

13.9 In this Clause 13:

39 "property" means tangible property;

40 "personal injury" includes sickness and death;

41 "servant of the ERS" and "servants of the ERS" include persons who are servants of the ERS at the time when a personal injury or loss of property to which this Clause 13 applies occurs, notwithstanding that they cease to be such before any payment in respect of the personal injury or loss of property is made, and, where they have ceased to be such by reason of their deaths, include their personal representatives; and

42 "Government provision" means any statute, warrant, order, scheme, regulations of service applicable to a servant of the ERS making provision for continuance of pay or for payment of sick pay, or any allowance to or for the benefit of servants of the ERS, or their families, or dependants during or in respect of sickness, injury or disablement suffered by such servants.
**INTELLECTUAL PROPERTY RIGHTS INDEMNITY**

43.1 The VENDOR shall indemnify the ERS against all claims, demands, actions, costs, expenses (including but not limited to legal costs and disbursements on a attorney and own client basis), losses and damages arising from or incurred by reason of any infringement or alleged infringement (including but not limited to the defence of such alleged infringement) wheresoever arising of any Intellectual Property Right by the use or possession of the System by or on behalf of the ERS or in connection with the receipt of the Services.

43.2 The VENDOR shall promptly notify the ERS if any claim or demand is made or action brought against the VENDOR for infringement or alleged infringement of any Intellectual Property Right which may affect the use or possession of the System by or on behalf of the ERS or which may affect the Services.

43.3 The ERS shall promptly notify the VENDOR if any claim or demand is made or action brought against the ERS to which Clause 14.1 may apply. The VENDOR shall at its own expense conduct any litigation arising therefrom and all negotiations in connection therewith and the ERS hereby agrees to grant to the VENDOR exclusive control of any such litigation and such negotiations.

43.4 The ERS shall at the request of the VENDOR afford to the VENDOR all reasonable assistance for the purpose of contesting any claim or demand made or action brought against the ERS to which Clause 14.1 may apply or any claim or demand made or action brought against the VENDOR to which Clause 14.2 may apply. The VENDOR shall reimburse the ERS for all costs and expenses (including but not limited to legal costs and disbursements on a attorney and own client basis) incurred in so doing.

43.5 If a claim or demand is made or action brought to which Clause 14.1 may apply or in the reasonable opinion of the VENDOR is likely to be made or brought, the VENDOR may at its own expense either:

44 14.5.1 modify any or all of the System or the Services without reducing the performance and functionality of the same, or substitute alternative system or services of equivalent performance and functionality for any or all of the System or the Services, so as to avoid the infringement or the alleged infringement, provided that the terms herein shall apply mutatis mutandis to such modified or substituted items or services and such modified or substituted items shall be acceptable to the ERS; or

45 14.5.2 procure a licence to use and provide the System and Services on terms which are acceptable to the ERS.

45.1 The foregoing provisions of this Clause 14 shall not apply insofar as any such claim or demand or action is in respect of:

46 14.6.1 any modification carried out by or on behalf of the ERS to any item supplied by the VENDOR under this Agreement if such modification is not authorised by the VENDOR in writing; or

47 14.6.2 any use by the ERS of the System or Services in a manner not reasonably to be inferred from the specification or requirements of the ERS.

47.1 If the VENDOR has availed itself of its rights to modify the System or the Services or to supply a substitute system or services pursuant to Clause 14.5.1 or to procure a licence under Clause 14.5.2 and such exercise of the said rights has avoided any claim, demand or action for infringement or alleged infringement, then the VENDOR shall have no further liability thereafter under this Clause 14 in respect of the said claim, demand or action.

47.2 If a modification or substitution in accordance with Clause 14.5.1 above is not possible so as to avoid the infringement or the VENDOR has been unable to procure a licence
in accordance with Clause 14.5.2, the VENDOR shall be liable for the value of a replacement System or Services or part thereof together with additional costs incurred in implementing and maintaining such replacements.

47.3 The ERS hereby warrants that any instructions given in relation to the VENDOR's use of any third party item supplied directly or indirectly by the ERS shall not cause the VENDOR to infringe any third party's Intellectual Property Rights in such item.

47.4 The foregoing states the entire liability of the VENDOR with regard to the infringement of any Intellectual Property Right by the use or possession of the System by or on behalf of the ERS or in connection with the receipt of the Services.

48 CONFIDENTIALITY

48.1 The VENDOR acknowledges that any Confidential Information obtained from or relating to the ERS, its servants or agents is the property of the ERS.

48.2 In further consideration of the ERS executing this Agreement with the VENDOR, the VENDOR hereby warrants that:

49 15.2.1 The VENDOR (and any person employed or engaged by the VENDOR in connection with this Agreement) shall only use Confidential Information for the purposes of this Agreement;

50 15.2.2 The VENDOR and any person employed or engaged by the VENDOR (in connection with this Agreement) shall not disclose any Confidential Information to any third party without the prior written consent of the ERS;

51 15.2.3 The VENDOR shall take all necessary precautions to ensure that all Confidential Information is treated as confidential and not disclosed (save as aforesaid) or used other than for the purposes of this Agreement by the VENDOR's employees, servants, agents or sub-contractors; and

52 15.2.4 without prejudice to the generality of the foregoing neither the VENDOR nor any person engaged by the VENDOR whether as a servant or a consultant or otherwise shall use the Confidential Information for the solicitation of business from the ERS by the VENDOR or by their servants or consultants or by any third party.

53 15.2.5 The ERS shall treat as confidential all information obtained from the VENDOR which is clearly designated with a confidential marking or which the VENDOR has previously notified to the ERS in writing as “Confidential”.

53.1 The provisions of Clauses 15.1 and 15.2 shall not apply to any information which:

54 15.3.1 is or becomes public knowledge other than by breach of this Clause 15; or

55 is in the possession of the receiving party without restriction in relation to disclosure before the date of receipt from the disclosing party.

56 15.3.2 it and is received from a third party who lawfully acquired who is under no obligation restricting its disclosure.

57 15.3.3 is independently developed without access to the Confidential Information.

57.1 Nothing in this Clause shall be deemed or construed to prevent the ERS from disclosing any Confidential Information obtained from the VENDOR:

58 15.4.1 to any department, office or agency of the Government of the Kingdom of Eswatini, provided that the ERS has required that such information is treated as
confidential by such departments, offices and agencies, and their servants or agents; and

59.15.4.2 to any consultant, VENDOR or other person engaged by the ERS in connection herewith, provided that the ERS shall have obtained from the consultant, VENDOR or other person a signed confidentiality undertaking on substantially the same terms as are contained in this Clause 16.

59.1 Nothing in this Clause 15 shall prevent the VENDOR or the ERS from using data processing techniques, ideas and know-how gained during the performance of this Agreement in the furtherance of its normal business, to the extent that this does not relate to a disclosure of Confidential Information or an infringement by the ERS or the VENDOR of any Intellectual Property Right.

59.2 Confidentiality as defined here shall extend beyond the life of the Agreement without limitation.

60 TERMINATION

60.1 The ERS may at any time by thirty (30) day notice in writing terminate this Agreement as from the date of service of such notice if:

61.16.1.1 there is a change of control, as defined by the relevant acts in the country of registration of the VENDOR, in the VENDOR or its Parent Company; or

62.16.1.2 the VENDOR, being an individual, or where the VENDOR is a firm, any partner or partners in that firm who together are able to exercise direct or indirect control, as defined by the relevant acts in the country of registration of the VENDOR, shall at any time become bankrupt or shall have a receiving order or administration order made against him or shall make any composition or arrangement with or for the benefit of his creditors, or shall make any conveyance or assignment for the benefit of his creditors, or shall purport to do so, or appears unable to pay or to have no reasonable prospect of being able to pay a debt or he shall become apparently insolvent or any application shall be made under any bankruptcy or insolvency act for the time being in force for sequestration of his estate, or a trust deed shall be granted by him on behalf of his creditors or any similar event occurs under the law of any jurisdiction; or

63.16.1.3 the VENDOR, being a company, passes a resolution, or the Court makes an order that the VENDOR or its Parent Company be wound up otherwise than for the purpose of a bona fide reconstruction or amalgamation, or a receiver, liquidator, manager or administrator on behalf of a creditor is appointed in respect of the business or any part thereof of the VENDOR or the Parent Company, or circumstances arise which entitle the Court or a creditor to appoint a receiver, liquidator, manager or administrator or which entitle the Court otherwise than for the purpose of a bona fide reconstruction or amalgamation to make a winding-up order, or the VENDOR or its Parent Company is unable to pay its debts or any similar event occurs under the law of any other jurisdiction.

63.1 Without prejudice to the ERS’s rights under Clause 16.3, if the VENDOR fails to perform all of the obligations required of it during any Stage by the Stage Completion Date the ERS may after a thirty (30) day notice requiring the CONTRACT to perform its obligations, terminate this Agreement forthwith and in such event may exercise the rights set out in Clause 9.2, provided that, such provision with respect to any rights shall cease if, prior to the exercise of such rights by the ERS, the VENDOR shall remedy such Default and perform all of its obligations required of it during such Stage.

63.2 The ERS may at any time by notice in writing terminate this Agreement forthwith, if the VENDOR is in Default of any obligation under this Agreement and:

64.16.3.1 the Default is capable of remedy and the VENDOR shall have failed to remedy the Default within thirty (30) days of written notice to the VENDOR specifying the Default and requiring its remedy; or
65.1 In the event that the circumstances detailed in Clauses 8.5 and 8.6 arise, the ERS may terminate this Agreement forthwith by a thirty (30) day notice in writing.

65.2 In the event of any termination of this Agreement pursuant to Clauses 16.1, 16.2, 16.3 or 16.4 prior to the Acceptance Procedures being recorded as successful pursuant to Clause 8.3:-

16.5.1 the ERS shall be entitled to return any or all of the Software and the VENDOR shall give the ERS a full refund of all monies paid by the ERS to the VENDOR in connection with such returned items; and

16.5.2 the VENDOR shall return to the ERS all ERS Property (including software) in its possession; and

16.5.3 the VENDOR shall render reasonable assistance to the ERS and to any third party engaged by the ERS, if requested, to the extent necessary to effect an orderly assumption by a replacement contractor of the supply of the System theretofore provided by the VENDOR hereunder and the ERS shall reimburse the VENDOR for such assistance at the rates then prevailing for customers of the VENDOR for the same or similar services.

68.1 The ERS may terminate this Agreement without cause at any time from the Commencement Date on giving 3 (three) months' prior notice in writing to the VENDOR. During the period of notice the VENDOR shall continue to perform the System Maintenance and Support Services.

68.2 The ERS shall only be permitted to exercise its rights pursuant to Clause 16.1.1 for 6 (six) months after each such change of control and shall not be permitted to exercise such rights where the ERS has agreed in advance in writing to the particular change of control and such change of control takes place as proposed. The VENDOR shall notify the ERS within 1 (one) month of any change of control taking place.

68.3 Termination in accordance with this Clause 16 shall not prejudice or affect any right of action or remedy which shall have accrued or shall thereafter accrue to the ERS.

68.4 The provisions of Clauses 1, 7, 9, 11, 12, 14, 15, 19 and 40 and the provisions of Schedule 1 shall survive the termination of this Agreement by the ERS or its expiry, except as set out in Clause 16.10.

68.5 The VENDOR may at any time by notice in writing terminate this Agreement and the licence granted to the ERS pursuant to Clause 7 if the ERS is in Default of its obligations under Clause 7 and the ERS shall fail to remedy such Default within thirty (30) days of written notice to the ERS specifying the Default and requiring its remedy. In the event of termination under this Clause 16.10 then the provisions of Clauses 1, 8, 11, 12, 14, 15, 19 and 40 and the provisions of Schedule 1 shall survive, but the licence granted under clause 7.2 will terminate.

68.6 The VENDOR may at any time by notice in writing suspend its obligations under this Agreement if the ERS is in Default of its obligations under Clause 9.2 and the ERS shall fail to remedy such Default within thirty (30) days of written notice to the ERS specifying the Default and requiring its remedy. The VENDOR shall resume its obligations within 30 (thirty) days of receipt of the relevant payment in full. Should the ERS fail to remedy such Default within ninety (90) days of the aforesaid written notice the VENDOR may terminate this Agreement.

68.7 In the event that the ERS terminates this Agreement in accordance with the provisions of this Clause 16, the VENDOR shall offer all reasonable assistance to the ERS and any
third party engaged by the ERS to support the Software. The VENDOR shall be entitled to a reasonable remuneration in respect of such assistance, such reasonable remuneration to be agreed with the ERS.

69 RECOVERY OF SUMS DUE

If any sum of money shall be due from the VENDOR, the same may be deducted from any sum then due or which at any time thereafter may become due to the VENDOR under this Agreement or any agreement with the ERS or with any department, office or agency of the Government of the Kingdom of Eswatini.

70 DOCUMENTATION

70.1 The VENDOR shall supply the Documentation with the Software and shall supply upon request by the ERS a full set of any necessary information such as would enable the ERS to carry out maintenance of the Software.

70.2 The VENDOR warrants that the Documentation includes a complete set of operating manuals and technical maintenance handbooks, at least as extensive as those normally provided by the VENDOR to its own maintenance engineers.

71 PUBLICITY

71.1 Except with the written consent of the ERS, which shall not be unreasonably withheld, the VENDOR shall not make any press announcements or publicise this Agreement or any other matter relating thereto in any way.

71.2 The VENDOR shall take all reasonable steps to ensure the observance of the provisions of Clause 19.1 by all their servants, employees, agents and consultants. The VENDOR shall take all reasonable steps to ensure the observance of the provisions of Clause 19.1 by its sub-contractors.

72 PACKAGING

72.1 No additional charge shall be made for packaging use for articles or materials supplied by the VENDOR.

72.2 The Software and the Deliverables shall be shipped and insured in accordance with normal commercial competitive practice.

73 ELECTRICAL REQUIREMENTS

The ERS shall make available the electricity supply in the ERS’s Premises in accordance with the ERS’s Responsibilities.

74 MARKING OF PRODUCTS

The VENDOR shall clearly mark and label each product supplied by the VENDOR with a functional title or code so that it can be readily identified in the relevant configuration library and related to its proper place in the System.

75 INCIDENT REPORTING AND RECORD KEEPING

75.1 The ERS shall notify the VENDOR, in accordance with Schedule 3, of all Incidents which come to the ERS’s attention.

75.2 The ERS shall maintain at the Premises an Incident Log recording any Incident which occurs and its resolution (together with details referred to in Schedule 3).

75.3 The Incident Log referred to in Clause 23.2 shall be in a format agreed between the VENDOR and the ERS and shall be available for inspection by the VENDOR.

76 PROGRESS REPORTS AND MEETINGS

76.1 The VENDOR and the ERS shall attend the Project Review Meetings.
76.2 The VENDOR shall render monthly reports as to the progress of the mutual obligations under this Agreement at the time and in such form as may be specified by the ERS or as otherwise agreed between the ERS and the VENDOR.

76.3 Submission, receipt and acceptance of these reports shall not prejudice the rights of the ERS under this Agreement.

77 **HEALTH AND SAFETY HAZARDS**

77.1 The VENDOR shall notify the ERS of any health and safety hazards which may arise in connection with the performance of this Agreement.

77.2 The ERS shall notify the VENDOR of any health and safety hazards which may exist or arise at the ERS's Premises and which may affect the VENDOR. The VENDOR shall draw these hazards to the attention of its employees and sub-contractors or any persons engaged by the VENDOR in the performance of this Agreement at the ERS's Premises.

77.3 The VENDOR shall inform all persons engaged in the performance of this Agreement at the ERS's or the VENDOR's Premises of all such hazards and shall instruct such persons in connection with any necessary associated safety measures. The VENDOR shall be responsible for the health and safety of the VENDOR’s employees.

78 **CORRUPT GIFTS AND PAYMENTS OF COMMISSION**

78.1 The VENDOR shall neither:

79 26.1.1 offer or give or agree to give any person employed by the ERS or acting on its behalf any gift or consideration of any kind as an inducement or reward for doing or forbearing to do or for having done or forborne to do any act in relation to the obtaining or performance of this Agreement or any other agreement with the ERS or for showing or forbearing to show favour or disfavour to any person in relation to this Agreement; nor

80 26.1.2 enter into this Agreement if in connection with it commission has been paid or agreed to be paid to any person employed by the ERS, or acting on its behalf by the VENDOR or on the VENDOR's behalf or to the VENDOR's knowledge, unless before this Agreement is made particulars of any such commission and of the terms and conditions of any agreement for the payment thereof have been disclosed in writing to the ERS.

26.3 In the event of any breach of this Clause 26 by the VENDOR or by anyone employed by the VENDOR or acting on the VENDOR's behalf (whether with or without the knowledge of the VENDOR) or the commission of any offence by the VENDOR or by anyone employed by the VENDOR or acting on behalf of the VENDOR under the Prevention of Corruption Act 2006 or legislation in relation to this or any other contract for the ERS, the ERS may summarily terminate this Agreement by notice in writing to the VENDOR. Provided always that such termination shall not prejudice or affect any right of action or remedy which shall have accrued or shall accrue thereafter to the ERS and provided always that the ERS may recover from the VENDOR the amount or value of any such gift, consideration or commission.

26.4 The decision of the ERS shall be final and conclusive in any dispute, difference or question arising in respect of:

81 26.4.1 the interpretation of this Clause (except so far as the same may relate to the amount recoverable from the VENDOR under Clause 26.2 in respect of any loss resulting from such termination of this Agreement); or
82. 26.4.2 the right of the ERS under this Clause 26 to terminate this Agreement; or
83. 26.4.3 the amount or value of any such gift, consideration or commission.

84 VENDOR'S PERSONNEL

84.1 The ERS reserves the right under this Agreement to refuse to admit to any premises occupied by or on behalf of the ERS any person employed or engaged by the VENDOR, or by a sub-contractor, whose admission would be, in the opinion of the ERS, undesirable.

84.2 If and when directed by the ERS, the VENDOR shall provide a list of the names and addresses of all persons who it is expected may require admission in connection with the performance of this Agreement, to any premises occupied by or on behalf of the ERS, specifying the capacities in which they are concerned with this Agreement and giving such other particulars as the ERS may reasonably require.

84.3 If and when directed by the ERS, the VENDOR shall secure that any person employed or engaged by the VENDOR or by a sub-contractor, who is specified in the direction or is one of a class of persons who may be so specified, shall provide a confidentiality undertaking in such form as is approved by the ERS which shall apply both during the term of and after the expiry or termination of this Agreement.

84.4 The VENDOR's representatives, engaged within the boundaries of an ERS establishment, shall comply with such rules, regulations and requirements (including those relating to security arrangements) as may be in force from time to time for the conduct of personnel when at that establishment and when outside that establishment.

84.5 If the VENDOR shall fail to comply with Clause 27.2 and if the ERS (whose decision shall be final and conclusive) shall decide that such failure is prejudicial to the interests of the ERS and if the VENDOR does not comply with the provisions of Clause 27.2 within a reasonable time of written notice so to do then the ERS may terminate this Agreement provided always that such termination shall not prejudice or affect any right of action or remedy which shall have accrued or shall thereafter accrue to the ERS.

84.6 The decision of the ERS as to whether any person is to be refused admission to any premises occupied by or on behalf of the ERS and as to whether the VENDOR has failed to comply with Clause 27.2 shall be final and conclusive.

84.7 The VENDOR shall use the persons named in Schedule 3 to undertake the roles specified to perform its obligations under this Agreement. These persons shall not be changed without the prior written agreement of the ERS unless the VENDOR has to do so because of reasons outside its control. The VENDOR must give 2 (two) months prior written notice to the ERS of any proposed replacement.

84.8 The Curriculum Vitae of any replacement or additional person(s) proposed by the VENDOR to undertake a role specified shall be presented to the ERS for determination of acceptability in respect of experience and security and any other such matters as the ERS may decree.

84.9 In the event of any proposed replacement or additional person(s) not being acceptable to the ERS, the ERS shall advise the VENDOR in writing stating the reasons for the non-acceptability.

85 AUDIT ACCESS

85.1 The VENDOR shall keep or cause to be kept full and accurate records ("the Records") of all Services performed in connection with this Agreement together with all materials and sites used in connection therewith.

85.2 The VENDOR shall grant to the ERS, any statutory auditors of the ERS and their
respective authorised agents the right of reasonable access to the Records and/or any sites and/or materials and shall provide all reasonable assistance at all times during the term of this Agreement for the purposes of carrying out an audit of the VENDOR's compliance with this Agreement including all activities, Charges, performance, security and integrity in connection therewith. The VENDOR shall be repaid any reasonable expenses incurred in giving any such reasonable assistance pursuant to this Clause 28.2.

85.3 Without prejudice to the foregoing, in the event of an investigation into suspected fraudulent activity or other impropriety by the VENDOR or any third party, the ERS reserves for itself, any statutory auditors of the ERS and their respective authorised agents the right of immediate access to the Records and/or any sites and/or materials described in Clause 28.1 and Clause 28.2 above and the VENDOR agrees to render all necessary assistance to the conduct of such investigation at all times during the term of the Agreement or at any time thereafter. For the avoidance of doubt, the VENDOR shall only be repaid its reasonable expenses incurred in giving assistance pursuant to this Clause 28.3 in the event that the result of such investigation reveals no fraudulent activity or other impropriety by the VENDOR, its servants, agents or sub-contractors.

85.4 Auditor-General representatives, at their own expense, shall be afforded access to all sites or premises where the Services are being or have been carried out under the Agreement, including access to any VENDOR’s office or similar accommodation for the inspection of project documents and examination of all materials and workmanship. Records and information will be made available to enable a proper assessment of the VENDOR’s procedures and practices.

86 Force Majeure

86.1 For the purposes of this Agreement the expression "Force Majeure" shall mean any cause affecting the performance by a party of its obligations arising from acts, events, omissions, happenings or non-happenings beyond its reasonable control including (but without limiting the generality thereof) governmental regulations, fire, flood, or any disaster or an industrial dispute affecting a third party for which a substitute third party is not reasonably available. Any act, event, omission, happening or non-happening will only be considered Force Majeure if it is not attributable to the wilful act, neglect or failure to take reasonable precautions of the affected party, its agents or employees.

86.2 Neither party shall in any circumstances be liable to the other for any loss of any kind whatsoever including but not limited to any damages or abatement of Charges whether directly or indirectly caused to or incurred by the other party by reason of any failure or delay in the performance of its obligations hereunder which is due to Force Majeure. Notwithstanding the foregoing, each party shall use all reasonable endeavours to continue to perform, or resume performance of, such obligations hereunder for the duration of such Force Majeure event.

86.3 If either of the parties shall become aware of circumstances of Force Majeure which give rise to or which are likely to give rise to any such failure or delay on its part it shall forthwith notify the other by the most expeditious method then available and shall inform the other of the period which it is estimated that such failure or delay shall continue.

86.4 It is expressly agreed that any failure by the VENDOR to perform or any delay by the VENDOR in performing its obligations under this Agreement which results from any failure or delay in the performance of its obligations by any person, firm or company with which the VENDOR shall have entered into any contract, supply arrangement or sub-contract or otherwise shall be regarded as a failure or delay due to Force Majeure only in the event that such person, firm or company shall itself be prevented from or
delayed in complying with its obligations under such contract, supply arrangement or sub-contract or otherwise as a result of circumstances of Force Majeure.

86.5 For the avoidance of doubt it is hereby expressly declared that the only events which shall afford relief from liability for failure or delay shall be any event qualifying for Force Majeure hereunder.

29.6 The Parties agree that should the circumstances giving rise to Force Majeure continue for more than 2 (two) months, the ERS may terminate this Agreement by notice in writing to the other Party.

87 TRANSFER AND SUB-CONTRACTING

87.1 This Agreement is personal to the VENDOR. The VENDOR shall not assign, novate, sub-contract or otherwise dispose of this Agreement or any part thereof without the previous consent in writing of the ERS.

87.2 The ERS shall be entitled to assign, novate or otherwise dispose of its rights and obligations under this Agreement or any part thereof to any other body (including but not limited to any private sector body) which substantially performs any of the functions that previously had been performed by the ERS, any such body is referred to in the remainder of this Clause as the "transferee").

87.3 Any change in the legal status of the ERS shall not affect the validity of this Agreement. In such circumstances, this Agreement shall bind and inure to the benefit of any successor body to the ERS.

87.4 The ERS shall be entitled to disclose to any transferee any Confidential Information of the VENDOR which relates to the performance of the Services by the VENDOR. In such circumstances the ERS shall authorise the transferee to use such Confidential Information only for purposes relating to the performance of the Services and for no other purposes and, shall take all reasonable steps to ensure that such body accepts an obligation of confidence in terms similar to Clause 15.

88 LIQUIDATED DAMAGES

88.1 This Clause applies to the Acceptance Procedures without prejudice to any other remedies available to the ERS:

89 31.1.1 if the System shall not have passed the Acceptance Procedures for a given Acceptance Procedures Period by the end of that period or, where the Acceptance Procedures Period has been extended pursuant to Clause 8.5 or 8.6, the end of the extended Acceptance Procedures Period, the VENDOR shall pay to the ERS as liquidated damages for each week of delay a sum equal to one percent (1%) of the Charges set out in Part I of Schedule 9 up to a maximum of 10 weeks. Such payment shall be in full and final settlement of the VENDOR's liability for any loss or damage incurred by the ERS up to the end of the period in which the liquidated damages are payable; and

90 31.1.2 if the System shall not have passed the Acceptance Procedures for a given Acceptance Procedures Period by the end of the period in which liquidated damages are payable under Clause 31.1.1, the ERS shall be entitled to claim any remedy available to it for loss or damage incurred by it after the end of that period.

90.1 No payment or concession to the VENDOR by the ERS or other act or omission of the ERS shall in any way affect the rights of the ERS to recover the said liquidated damages or be deemed to be a waiver of the right of the ERS to recover any such damages unless such waiver has been expressly made in writing by the ERS.

91 ERS PROPERTY

91.1 All property of any description owned by or on behalf of the ERS (ERS Property) shall
remain the property of the ERS and shall be used by the VENDOR only for the purposes of this Agreement.

91.2 The VENDOR shall notify the ERS within 2 (two) working days of receipt where any ERS Property is not in good condition when received by or on behalf of the VENDOR.

91.3 The VENDOR undertakes the safe custody of and the due return of all ERS Property and shall be responsible for all loss thereof from whatever cause and shall indemnify the ERS against such loss.

91.4 The VENDOR shall be responsible for any deterioration in the ERS Property save for any deterioration resulting from its normal and proper use for the purposes of this Agreement provided that such deterioration resulting from normal and proper use is not contributed to by any want of due maintenance and repair.

91.5 Neither the VENDOR, nor any sub-contractor nor any other person shall have a lien on any ERS Property for any sum due to the VENDOR, sub-contractor or other person and the VENDOR shall take all reasonable steps to ensure that the title of the ERS and the exclusion of any such lien are brought to the notice of all sub-contractors and other persons dealing with any ERS Property.

92 AMENDMENTS TO THIS AGREEMENT

This Agreement shall not be varied or amended unless such variation or amendment is agreed in writing by, on or behalf of the ERS and by a duly authorised representative of the VENDOR on behalf of the VENDOR.

93 COMMUNICATIONS

93.1 Except as otherwise expressly provided, no communication from one party to the other shall have any validity under this Agreement unless made in writing by or on behalf of the ERS or, as the case may be, by or on behalf of the VENDOR.

93.2 Any notice or other communication whatsoever which either party hereto is required or authorised by this Agreement to give or make to the other shall be given or made either by letter sent by courier, or by email or facsimile transmission addressed to the other party in the manner referred to in Clause 34.3 below and if that letter is not returned as being undelivered that notice or communication shall be deemed for the purposes of this Agreement to have been given or made after seven days or four hours, for a facsimile transmission.

93.3 For the purposes of Clause 34.2 above the address of each party shall be:

94 For the ERS:

Eswatini Revenue Service
Portion 419 of Farm 50, Along MR103(Mvutshini-Gables Road), Ezulwini
Eswatini

For the attention of .................................................., ERS IRAS Project Manager..........................................................
Telephone: ......................... Facsimile: ................. Email:
..............................................................................

95 For the VENDOR:

..................................................
..................................................
95.1 Either party may change its address for service by notice as provided in this Clause 34.

96 **SEVERABILITY**

If any provision of this Agreement is held invalid, illegal or unenforceable for any reason by any court of competent jurisdiction, such provision shall be severed and the remainder of the provisions hereof shall continue in full force and effect as if this Agreement had been executed with the invalid, illegal or unenforceable provision eliminated. In the event of a holding of invalidity so fundamental as to prevent the accomplishment of the purpose of this Agreement, the ERS and the VENDOR shall immediately commence good faith negotiations to remedy such invalidity.

97 **WAIVER**

97.1 The failure of either party to insist upon strict performance of any provision of this Agreement, or the failure of either party to exercise any right or remedy to which it is entitled hereunder, shall not constitute a waiver thereof and shall not cause a diminution of the obligations established by this Agreement.

97.2 A waiver of any Default shall not constitute a waiver of any subsequent Default.

97.3 No waiver of any of the provisions of this Agreement shall be effective unless it is expressly stated to be a waiver and communicated to the other party in writing in accordance with the provisions of Clause 34.

98 **ACCESS TO PREMISES**

98.1 Any land or Premises (including temporary buildings) made available to the VENDOR by the ERS in connection with this Agreement shall be made available to the VENDOR free of charge and shall be used by the VENDOR solely for the purpose of performing this Agreement. The VENDOR shall have the use of such land or Premises as licensee and shall vacate the same upon the termination or expiry of this Agreement or at such earlier date as the ERS may determine.

98.2 The ERS shall be responsible for maintaining the security of such land or Premises in accordance with its standard security requirements. The VENDOR shall comply with all reasonable security requirements of the ERS while on the Premises, and shall procure that all of its employees, agents and subcontractors shall likewise comply with such requirements. The ERS shall provide the VENDOR upon request copies of its written security procedures and shall afford the VENDOR upon request with an opportunity to inspect its physical security arrangements.

99 **LOSS OF THE SYSTEM**

99.1 The ERS shall be liable for any loss of the Software or any part thereof supplied under this Agreement while it is at the Premises prior to acceptance of the System if such loss is occasioned by the negligence or wilful acts of the ERS.

99.2 The VENDOR shall, on being so required by the ERS, with all possible speed make good any loss affecting the System, whether such loss arises in the circumstances referred to in Clause 38.1 or otherwise, and shall notwithstanding such loss proceed with and complete the installation of the System and performance of the Services in accordance with this Agreement. The ERS shall pay the costs of making good unless
the loss is occasioned by the Default of the VENDOR.

100 Damage to Plant, Tackle and Tools

100.1 All plant, tackle and tools at the Premises provided by or on behalf of the VENDOR shall stand at the risk and be in the sole charge of the VENDOR.

100.2 The VENDOR shall be required to remove all such plant, tackle and tools which it brings to the Premises.

100.3 The VENDOR shall ensure that all such plant, tackle and tools shall meet the minimum safety standards required by law.

101 Law and Jurisdiction

101.1 This Agreement shall be considered as a contract made in Eswatini and governed by the law of Eswatini Law and save as expressly referred to in Clause 41 the parties hereby submit to the exclusive jurisdiction of the High Court of Eswatini.

101.2 This Agreement is binding on the ERS and its assignees and the VENDOR and the VENDOR's successors and permitted assignees.

102 Dispute Resolution Procedure

102.1 All disputes between the parties arising out of or relating to this Agreement which cannot be resolved amicably shall be referred, by either party, to the Project Implementation Group for resolution.

102.2 If any dispute cannot be resolved by the Project Implementation Group within a maximum of 2 (two) days after it has been referred under Clause 41.1, that dispute shall be referred to the Commissioner General of the ERS and the Project Director of the VENDOR for resolution.

102.3 If the dispute cannot be resolved by the parties' representatives nominated under Clause 41.2 the dispute shall be determined as follows:-

103 41.3.1 if the dispute is of a technical nature it shall be referred for final determination to an expert (the "Expert") who shall be deemed to act as expert and not as arbitrator; and

104 41.3.2 in all other aspects Clause 41.12 shall apply.

104.1 The Expert shall be selected by mutual agreement or, failing agreement, within 14 days after a request by one party to the other, shall be chosen at the request of either party by an internationally recognised arbitration institution who shall be requested to choose a suitably qualified and experienced Expert for the dispute in question.

104.2 Fourteen (14) days after the Expert has accepted the appointment the parties shall submit a written report on the dispute to the Expert and to each other and seven (7) days thereafter shall submit any written replies they wish to make to the Expert and to each other.

104.3 Both parties will then afford the Expert all necessary assistance which the Expert requires to consider the dispute including but not limited to full access to the Software and any documentation or correspondence relating to the Software.

104.4 The Expert shall be instructed to deliver his determination to the parties within 21 days after the submission of the written reports pursuant to Clause 41.5.

104.5 Decisions of the Expert shall be final and binding and not subject to appeal.

104.6 The Expert shall have the same powers to require any party to produce any documents
104.7 The fees of the Expert shall be borne by the parties in the proportion as shall be determined by the Expert having regard (amongst other things) to the conduct of the parties.

104.8 Work and activity to be carried out under this Agreement shall not cease or be delayed by this dispute resolution procedure.

41.12 Alternatively, and upon written demand by either Parties, the dispute may be referred to and decided by arbitrator in accordance with this Clause 41.12. Arbitration amongst the Parties shall be subject to the following terms and conditions:

41.12.1 The Arbitrator shall be a suitably qualified person with good standing and in possession of extensive experience in Arbitration of similar Agreements;

41.12.2 the appointment of the arbitrator shall be agreed upon between the Parties, but failing agreement between them within a period of 10 (ten) business days after the arbitration has been demanded, either of the Parties shall be entitled to request the President of the Arbitration Association of Southern Africa or the President of the Law Society of Eswatini to make the appointment and, in making the appointment of the arbitrator, to have regard to the nature of the dispute and the criteria specified in clause 41.12.1;

41.12.3 This Clause 41.12:

   41.12.3.1 is severable from the rest of this Agreement and shall, notwithstanding the termination, rescission, invalidity or alleged invalidity of this Agreement or any part of it for any reason, remain in full force and effect; and

   41.12.3.2 constitutes consent by the Parties to any proceedings in terms hereof and no Party shall be entitled to withdraw therefrom or to claim in any such proceedings that it is not bound by this clause 25.

41.13 The provisions of this Clause 41 will not preclude either Party from access to a court of competent jurisdiction for an urgent and/or interim relief pending the outcome of an expert procedure or in respect of arbitration proceedings in terms hereof and to this end the Parties hereby irrevocably consent to the jurisdiction of a competent Court as specified in Clause 40.

105 ENTIRE AGREEMENT

This Agreement constitutes the entire understanding between the parties relating to the subject matter of this Agreement and, save as may be expressly referred to or referenced herein, supersedes all prior representations, writings, negotiations or understandings with respect hereto, except in respect of any fraudulent misrepresentation.

Signed for and on behalf of the ESWATINI REVENUE SERVICE (ERS)

By

Name  Dumisani Masilela
Title  Commissioner General
SCHEDULE 1

1. INTERPRETATIONS

The expressions set out below shall have the meanings ascribed thereto:

105.1 "Acceptance Criteria" means the criteria for acceptance of the System specified in Schedule 5 and the criteria defined as part of any given Acceptance Test which will be used to determine whether or not the System has passed that Acceptance Test.

105.2 "Acceptance Date" means the date so specified in Schedule 8 which marks the end of the period of Validation and Verification of the System.

105.3 "Acceptance Procedures" means the Quality Reviews, Acceptance Trials and Trial Evaluations specified in Schedules 4 and 5.

105.4 “Acceptance Procedures Period(s)” means the period(s) within which the Acceptance Procedures must be performed. The contractual start date(s) and end date(s) for the Acceptance Procedures Period(s), which may be varied by the ERS at its sole discretion or in accordance with Clause 8, are specified in Schedule 8 (Implementation Plan).

105.5 "Acceptance Test" means a test of the System, conducted by or on behalf of the ERS, which will aid the determination of whether the System can be accepted by the ERS.

105.6 "Acceptance Trial" means the execution of one or more Acceptance Tests witnessed by an ERS Trial Representative during the Acceptance Procedures Period.

105.7 "Agreement" means this agreement, comprised of the Clauses and the Schedules.

105.8 "ERS's Data" means all data, information, text, drawings, diagrams, images, or sounds which are embodied in any electronic or tangible medium, and which are supplied or in respect of which access is granted to the VENDOR by the ERS pursuant to the Agreement, or which the VENDOR is required to generate under the Agreement.

105.9 "ERS's Help Desk" means a team of people convened by the ERS to take calls for help and assistance from users of the System. As appropriate, the ERS's Help Desk will contact the Help Desk Service.

105.10 “ERS’s Property” means anything issued or otherwise furnished in connection with this Agreement by or on behalf of the ERS, other than any real property.

105.11 "ERS’s Responsibilities" means the responsibilities of the ERS listed in Schedule 12.

105.12 "Best and Final Offer" means the Best and Final Offer submitted by the VENDOR to the ERS at the request of the ERS. The Best and Final Offer has been superseded by the Schedules of this Agreement. The Best and Final Offer is included at Appendix 3 of Schedule 2.

105.13 "Change Control Note" means the submission to the ERS by the VENDOR in response to a Request for Change according to the Change Control Procedure.


105.15 "Charges" means the charges set out in Schedule 9.

105.16 "Circumvention Instructions" means instructions developed by the VENDOR which enable the ERS temporarily to operate the Software in accordance with the Operational Requirement and the Published Specifications notwithstanding the presence of a Critical Fault and/or Semi-Critical Fault.

105.17 “Commencement Date” means the date upon which the provision of System Maintenance and Support Services commences. The Commencement Date will be the same day as the Go-Live Date.

105.18 "Confidential Information" means all information designated as such by either party in writing together with all other information which relates to the business, affairs, Software, System, Services, developments, trade secrets, know-how, personnel, customers and suppliers of either party or information which may reasonably be regarded as the confidential information of the disclosing party.

105.19 "Configuration Item" means a collection of software elements treated as an item for the purpose
of Configuration Management.

105.20 "Configuration Management" means the process of identifying the Configuration Items in the System, controlling the release and change of the Configuration Items throughout the System life cycle, recording and reporting the status of Configuration Items, and verifying the completeness and correctness of Configuration Items.

105.21 "Configuration Management Service" means the service of Configuration Management described in Schedule 3.

105.22 To "Configure" means, for the Software, to set parameters, values in reference tables and configuration tables, define workflows and to set up other data to enable the Software to function according to the ERS's requirements.

105.23 "VENDOR's Software" means the software which is listed as VENDOR's software in Schedule 2 (together with all relevant Documentation).

105.24 "Correction" means a modification, alteration, or replacement to the Software or a Published Specification issued by the VENDOR in order to remedy a Fault or to resolve an Incident.

105.25 "Corrective Maintenance" means the maintenance carried out after a Fault has been recognised and is intended to put an item into a state where it can perform the required function.

105.26 “Court” means any court of competent jurisdiction.

105.27 "Critical Fault" means a Fault or Non-Conformity in a Unit of Software which prevents the ERS from using the Unit of Software, and is notified to the VENDOR on an Incident Report with an Incident Severity of "critical". A Critical Fault will typically signify a loss of a functional area of service to a number of users.

105.28 “Day” means any twenty-four hour period starting at any time on Monday through Friday and ending at the same time the next day, excluding Saturday, Sunday and Eswatini statutory holidays.

105.29 “Date Format” means the field configuration which contains, or the associated processing which generates, the date information (including the specification of the form and structure of the date data within that Date Format).

105.30 "Default" means any breach of the obligations of either party (including but not limited to fundamental breach or breach of a fundamental term) or any default, act, omission, negligence or statement of either party, its employees, agents or sub-contractors in connection with or in relation to the subject matter of this Agreement and in respect of which such party is liable to the other.

105.31 "Defect" means the non-fulfilment of intended usage requirements.

105.32 "Definitive Software Library" means a secure software library where all released and accepted versions of software Configuration Items are held in their definitive, quality controlled form (the library may occupy more than one physical location).

105.33 "Deliverables" means anything delivered or to be delivered under the Agreement including the Software and the System and Documentation and any reports, specifications or other documentation.

105.34 "Detailed Project Plan" means the detailed plan for project management and implementation containing, inter alia, the information set out in NFR 3000 of the Operational Requirement.

105.35 "Detailed System Design Specification" means the detailed written specification of the System containing, inter alia, the information set out in Schedule 7 to be prepared by the VENDOR and approved by the ERS pursuant to clause 5 (as may be revised by written agreement between the VENDOR and the ERS).

105.36 "Documentation" means any documentation published by the VENDOR and or a third party for Software provided hereunder which is made available to licensees including, but not limited to, the documentation listed in Schedule 15.

105.37 "Downtime" means the period during the Serviceability Trial Period or Service Cover Time
when, through no fault or negligence of the ERS, the System is not operating correctly and/or is not available for use by the ERS. The way in which Downtime is to be calculated is set out in Schedule 18.

105.38 "Embedded Software" means software or firmware supplied as an integral part of the ERS's Technical Infrastructure.

105.39 "Engineering Documentation" means documentation accompanying software which describes the design and construction of the said software and which may be used in the tasks of maintaining and enhancing the said software.

105.40 "Error" means, for software, any non-conformance between software and either its specification, design, construction or implementation. An Error in software usually causes a Fault.

105.41 “Escrow” means for software, the holding of the VENDOR’S Source Code and Engineering Documentation kept in the custody of a third party to be released to the ERS only when a specified condition has been fulfilled.

105.42 “Escrow Agent” means the third party of the Escrow.

105.43 “Escrow Agreement” means an agreement entered into by the VENDOR, the ERS and the Escrow Agent to effect the Escrow.

105.44 "Establish and Maintain Procedures" means specify, design, develop and document appropriate procedures and ensure that they are:-
   (a) followed by the personnel working in the area or function to which they are appropriate (such personnel being qualified for the work);
   (b) modified, as appropriate over time and with experience, to improve their effectiveness and efficiency;
   (c) identified as Configuration Items and controlled using appropriate document control procedures.

105.45 Facility Test" means a type of Functional Test specified in Schedule 5

105.46 "Fault" means, for software, a manifestation of an error in software. “Fault” means, for a Published Specification and other documentation, an error in its text or image.

105.47 "Functional Requirement" means a requirement that specifies a function that the System or a System component must be capable of performing.

105.48 "Functional Test" means an Acceptance Test being a test of Functional Requirements as specified in Schedule 5 (Types of Functional Tests include Facility Test and Function Test).

105.49 "Function Test" means a type of Functional Test specified in Schedule 5.

105.50 "Go-Live Date" means the date so specified in Schedule 8 (Implementation Plan) from which the System can be used in a live environment.

105.51 "Help Desk Service" the help desk service to be provided by the VENDOR described in Schedule 3.

105.52 "High Priority Incident" means an Incident described on an Incident Report and allocated an Incident Priority of "High".

105.53 "Immediate Priority Incident" means an Incident described on an Incident Report and allocated an Incident Priority of "Immediate".

105.54 "Implementation Plan" means the implementation plan set out in Schedule 8.

105.55 "Incident" means any event which is not part of the expected operation of the System, found during a test, normal use of the System or otherwise.

105.56 "Incident Log" means a log summarising the status of Incident Reports which is used to monitor and control the resolution of Incident Reports.

105.57 "Incident Priority" means the priority of an Incident assigned by the ERS which is recorded in an Incident Report. Values of priority include "immediate", "high", "medium" and "low".
105.58 "Incident Report" means a report raised by the ERS in respect of an Incident.
105.59 "Incident Severity" means the severity of an Incident which is recorded on an Incident Report during the Acceptance Procedures. Values of severity include "critical", "semi-critical" and "non-critical".
105.60 “Infrastructure Software” means any software necessary for the operation of the Software and shall include, as may be necessary according to the characteristics of the Software, database management software, application server software, workflow and / or business process management software and any other such software on server equipment and client devices but excluding operating system software.
105.61 "Inspection" means an inspection specified in Schedule 5 and comprising an examination of the Software for completeness and absence of cosmetic defects.
105.62 "Installation Instructions" means instructions for the ERS to install and operate Circumvention Instructions, New Releases or other software.
105.63 "Intellectual Property Rights" means patents, trademarks, service marks, design rights (whether registerable or otherwise), applications for any of the foregoing, copyright, database rights, know-how, trade or business names and other similar rights or obligations whether registerable or not in any country (including but not limited to Eswatini).
105.64 "Known Error" means a Fault or an error in a Configuration Item or other deficiency in the System for which the case is known but which has not yet been corrected.
105.65 "Low Priority Incident" means an Incident described on an Incident Report and allocated an Incident Priority of "low".
105.66 "Medium Priority Incident" means an Incident described on an Incident Report and allocated an Incident Priority of "medium".
105.67 "Month" means a calendar month.
105.68 "New Release" means a package of one or more items of Software, incorporating modifications, enhancements or additions to the Software, issued by the manufacturer, distributor or maintainer to any party including, but not limited to, the VENDOR or the ERS. In most cases the release will include documentation. A New Release may replace all components of the Software regardless of whether or not they have changed since the last version of the Software.
105.69 "Non-Conformity" means the non-fulfilment of specified requirements expressed in the Operational Requirement and in this Agreement.
105.70 "Non-Functional Requirement" means a requirement that specifies a characteristic of the System not related to the required functionality.
105.71 "Non-Functional Test" means an Acceptance Test being a test of Non-Functional Requirements as specified in Schedule 5 (Types of Non-Functional Tests include Performance Test, Security Test, Serviceability Test, Storage and Volume Test, System Administration Test and Workload Test).
105.72 "Non-Prioritised Incident" means an Incident described on an Incident Report which is not allocated an Incident Priority or is allocated the Incident Priority of "none".
105.73 "Operational Requirement" means the written Operational Requirement, issued by the ERS in respect of the supply of the Software and the System. The Operational Requirement is included at Appendix 1 of Schedule 2.
105.74 "Operational System" means any or all Unit(s) of Software which must be in operable condition and available to the ERS to process the ERS's Data in a manner reasonably to be inferred from the Operational Requirement.
105.75 "Operational System Downtime" means Downtime in respect of the Operational System.
105.76 "Operational System Serviceability" means the percentage figure for the serviceability of the
Operational System calculated in accordance with Schedules 4, 17 and 18.

105.77 "Operational Use Time" means the accumulated time during the Serviceability Trial Period, measured in hours and whole minutes, during which the System is operating correctly and is available for use by the ERS.

105.78 "Parent Company" means any company which is the ultimate Holding Company of the VENDOR or any other company of which the ultimate Holding Company of the VENDOR is also the ultimate Holding Company and which is either responsible directly or indirectly for the business activities of the VENDOR or which is engaged in the same or similar business to the VENDOR. The term "Holding Company" shall have the meaning ascribed by relevant acts of the country of registration of the VENDOR.

105.79 "Patch" means a temporary change applied to the Software.

105.80 "Performance Remedies" means the Service Credits set out in Schedule 17.

105.81 "Performance Tests" means an Acceptance Test being a type of Non-Functional Test specified in Schedule 5.

105.82 “Premises” mean the premises listed in Schedule 16.

105.83 "Problem" means a Fault in a Configuration Item or other deficiency in the Services, identified from multiple Incidents exhibiting common symptoms or from a single significant Incident, for which the cause is unknown.

105.84 "Problem Management" means the process of controlling Incidents, Problems and Known Errors to ensure that their impact on service quality is minimised.

105.85 "Problem Management Service" means the service of Problem Management described in Schedule 3.

105.86 "Problem Resolution" means actions which involve the detection, analysis and correction of software Non-Conformities or Defects causing operational problems for users of the System. When resolving Problems, temporary fixes may be used to minimise Downtime and permanent modifications carried out later.

105.87 “Project Implementation Group” means the group consisting of the ERS's Project Manager and the VENDOR's Project Manager.

105.88 “Project Review Meetings” mean meetings of the Project Steering Committee to review the progress of the Services which shall take place at least every 4 (four) weeks (or at such other frequency as the parties may agree in writing).

105.89 “Project Steering Committee” means the group comprising the Commissioner-General and other senior members of the ERS and the VENDOR formed to ensure that resources are mobilised and decisions made to ensure that the project implementation proceeds according to the Detailed Project Plan.

105.90 "Property" means, in Clause 13, tangible property and does not include the Software or any part thereof before they have been accepted in accordance with this Agreement.

105.91 "Proposal" means the VENDOR's Proposal, in response to the Operational Requirement. The Proposal has been superseded by the Schedules to this Agreement. The Proposal is included at Appendix 2 of Schedule 2.

105.92 "Published Specifications" means either a specification published in relation to any Unit(s) of Software by the owner of the Intellectual Property Rights in that Software and made available generally to licensees of that software; or a specification explaining the workings or operation of the System and/or Unit(s) of Software developed by or on behalf of the VENDOR and delivered to the ERS under this Agreement. A list, without limitation, of some Published Specifications is made at Schedule 15.

105.93 "Representative" means a representative of the ERS or the VENDOR as appropriate appointed for the purpose of co-ordinating the preparation and performance of the Acceptance Procedures.

105.94 "Quality Review" means a review of the quality of the System and the Deliverables conducted by or on behalf of the ERS, which will aid the determination of whether the System and the Deliverables can be accepted by the ERS.
105.95 "Request for Change" means the request to the VENDOR by the ERS for a change to any element or aspect of the System or the System Maintenance and Support Services according to the Change Control Procedure.

105.96 “Right of Use” means the right to use the Software or System by the ERS, reproduction or modification and as per the VENDOR’S License restrictions under this agreement;

105.97 "Security Test" means an Acceptance Test being a type of Non-Functional Test specified in Schedule 5.

105.98 "Semi-Critical Fault" means a Fault or a Non-Conformity in a Unit of Software which prevents the ERS using the Unit of Software, and is notified to the VENDOR on an Incident Report with an Incident Severity of "semi-critical".

105.99 "Serviceability Levels" means the serviceability levels specified in Schedules 5 and 18.

105.100"Serviceability Test" means an Acceptance Test being a type of Non-Functional Test specified in Schedule 5.

105.101"Serviceability Trial Period" means the period described in Schedule 5 and shown in Schedule 8, during which the System and/or a Service and/or a Unit (as appropriate) shall be subjected to the Serviceability Test.

105.102"Service Cover Time" means the period between 07:30 hours and 19:00 hours (Eswatini time) on Monday to Friday exclusive of Eswatini Statutory holidays and between 00:00 hours and 24:00 hours for internet users

105.103"Service Level Agreement" means an agreement between a group of users and a service provider which specifies the agreed levels of service. Typically the agreement covers service hours, service availability, customer support levels, throughput and terminal response times, restrictions, functionality and service levels to be provided in a contingency.

105.104"Service Level Requirements" means the minimum level requirements specified in Schedule 17.

105.105"Service Levels" means the service levels specified in Schedule 17 for the performance of the System Maintenance and Support Services.

105.106"Services" means the services specified in Schedule 3.

105.107"Service Credits" means the service credits specified in Schedule 17.

105.108"Software" means the VENDOR's Software and the Third Party Software.

105.109"Software Support Service" means the software support services described in Schedule 3, so designated.

105.110"Source Code" means software in eye-readable form and in such form that it can be compiled or interpreted into equivalent object code together with all technical information and documentation necessary for the use, reproduction, modification and enhancement of such software.

105.111"Stage" means a stage or a stage within a stage, etc in the development and supply of the Software and the System as identified in the Implementation Plan. "Stage 1", "Stage 1", etc shall mean the first Stage, second Stage, etc, and Stage 1.1 shall mean the first stage within Stage 1, etc, accordingly.

105.112"Stage Completion Date(s)" means the date(s) set out in Schedule 8 by which the Stages shall be completed.

105.113"Storage and Volume Test" means an Acceptance Test being a type of Non-Functional Test specified in Schedule 5.

105.114"System" means the Software, Configured to function on the ERS's Technical Infrastructure.

105.115"System Administration Test" means an Acceptance Test being a type of Non-Functional Test specified in Schedule 5.
“System Maintenance and Support Services” mean those services specified in Part II of Schedule 3.

"System Manager" means the ERS's management representative to whom the VENDOR must report in its performance of the System Maintenance and Support Services.

"System Recovery Time" means the lesser of the time taken to reload Software after Operational System Downtime or thirty minutes.

"Technical Infrastructure" means the combination of computer hardware, computer software, and other items which the ERS provides according to the VENDOR's specification referred to in Clause 5 upon which the VENDOR shall install and commission the Software and by which the ERS shall gain use of the System and the Services.

"Test Case" means a logical specification of detailed tests which the System will be subjected to. Test Cases are designed to demonstrate that specific requirements of the System are met. A Test Case may be implemented by more than one Test Script.

"Test Committee" means the committee, convened and staffed by the ERS to decide formally upon the outcome of Acceptance Trials.

"Test Script" means prepared, detailed instructions used by the testers who will execute the test and which include the System commands, input data and expected results and checks that must be performed.

"Test Team" means a team of people convened by the ERS or by the VENDOR to undertake tasks on behalf of the ERS or the VENDOR, respectively, in connection with the Acceptance Procedures.

"Third Party Software" means any software in which the Intellectual Property Rights are owned by a third party which is supplied by the VENDOR hereunder and licensed subject to the provisions of Schedule 11.

"Trial Evaluation" means the review of a Trial Report and associated Incident Reports and Incident Log for an Acceptance Trial by the Test Committee to establish whether or not the System has passed the Acceptance Criteria for the Acceptance Trial.

"Trial Report" means the report of an Acceptance Trial prepared by a Test Team during the execution of an Acceptance Trial and later analysis. It describes the conduct and results of the Acceptance Trial.

"Trial Representative" means a representative of the ERS or the VENDOR, as appropriate, appointed to witness the execution of an Acceptance Trial.

"Eswatini Government" or “Government of Eswatini” means the Government of the Kingdom of Eswatini.

"Unit" means a unit of Software.

"Use" means the right of the ERS to load, execute, store, transmit, display, copy (for the purposes of loading, execution, storage, transmission or display) or otherwise to utilise the Software for purposes of processing the ERS's data. To the extent permitted by law, such right of Use shall not include the right to reverse assemble, reverse compile, decode or otherwise translate the VENDOR's Software or the Third Party Software.

"Validation" means the process of evaluating the System to ensure compliance with specified requirements.

"Verification" means the process of evaluating the System to ensure correctness and consistency with respect to the Operational Requirement, the Proposal, the Detailed System Design Specification and the standards set out in Schedule 6.

"Working Day" means the period of Service Cover Time in a single day.

“Working Hour” means a period of 60 minutes in a 24 hour Working Day.

"Workload" means the workload specified in the Workload Test.

"Workload Test" means an Acceptance Test being a type of Non-Functional Test specified in Schedule 5.
2. **THE DELIVERABLES**

2.1. The VENDOR's Software:

- 2.1.1 RMS 7 Application Unlimited Users – 200+
- 2.1.2 RMS 7 Case & Workflow Management – Unlimited Users
- 2.1.3 RMS 7 Case Selection – Unlimited Users
- 2.1.4 RMS Web – Unlimited Users

2.2. Documentation to be prepared by the VENDOR as detailed in section NFR 3000 of the Operational Requirement including, inter alia, the following:

- 2.2.1. Standard manuals for all products offered
- 2.2.2. Usage documentation – processes, policies and procedures
- 2.2.3. Usage documentation – User guide ERS officers
- 2.2.4. User guide – E-tax users
- 2.2.5. Operating procedures for ERS tax administration
- 2.2.6. Training materials – ERS officers
- 2.2.7. Training materials - ERS officers trainer materials
- 2.2.8. Training materials - ERS officers self-paced courseware
- 2.2.9. Training materials – E-tax users self-help courseware
- 2.2.10. Seminar materials – taxpayer briefings
- 2.2.11. Briefing materials – ERS officers
- 2.2.12. Briefing materials – taxpayers
- 2.2.13. The VENDOR’s Detailed Project Plan
- 2.2.14. Detailed stage plans
- 2.2.15. Transition plans
- 2.2.16. Quarterly progress reports
- 2.2.17. Monthly progress reports
- 2.2.18. Exception reports
- 2.2.19. Final progress report
2.2.20. Product issue reports database

2.2.21. The VENDOR’s Detailed System Design Specification

2.2.22. Data conversion documentation

2.2.23. Data take-on documentation

2.2.24. Detailed database schema

2.2.25. A Technical Specification according to the VENDOR’s method will be provided as a Deliverable for each stage.

2.2.26. Development guidelines for any new Source Code development will be held in Escrow in accordance with the Escrow Agreement.

2.2.27. Development guidelines for any additions, changes, enhancements or modifications to existing Source Code will be held in Escrow in accordance with the Escrow Agreement.

2.3. One (1) copy of each of items 2.2.1 to 2.2.19 and 2.2.21 to 2.2.23 above is to be supplied in both hard copy in an appropriate format and on an appropriate medium and in electronic form in an appropriate format. Item 2.2.20 is an on-line tool.

2.4. Items 2.2.1 to 2.2.15 and 2.2.20 to 2.2.23 above shall be Configuration Items.
SCHEDULE 3

3. THE SERVICES

PART I - SOFTWARE DEVELOPMENT, SUPPLY AND INSTALLATION SERVICES

105.137 The VENDOR shall supply the Software detailed in Schedule 2 and install the Software on the ERS's Technical Infrastructure at the Premises to the timetable outlined in Schedule 8 of this Agreement. In providing this, the VENDOR shall undertake a number of tasks and services which include at least those detailed in this Schedule.

105.138 The VENDOR shall plan, manage, control and resource a project to design and implement the Software in accordance with the Operational Requirement and the Implementation Plan. This shall include the following:

106 3.2.1 preparation of a Detailed System Design Specification for approval of the ERS;
107 3.2.2 Configuration of the Software;
108 3.2.3 provision of assistance to the ERS in the ERS's acceptance testing of the Technical Infrastructure;
109 3.2.4 customising, Acceptance Testing and implementing application software, Infrastructure Software and databases to provide the required functionality as detailed in the Operational Requirement and the Detailed System Design Specification;
110 3.2.5 assistance to the ERS in both the conversion and take-on of all relevant data;
111 3.2.6 The VENDOR providing associated documentation to enable the ERS’s staff to administer the installed Software, both operationally and by basic application maintenance and the complementary procedures that place the Software into an operational context for tax administration. This documentation is detailed in Schedule 15 of this Agreement;
112 3.2.7 The VENDOR shall provide a Project Manager and support team, acceptable to the ERS, with experience of similar projects, to manage the installation of the Software and to be the ERS's liaison point for all Software business.

113 3.2.7 The VENDOR shall use the following persons to perform its obligations under this Agreement:-

<table>
<thead>
<tr>
<th>114</th>
<th>Name</th>
<th>115</th>
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3.3.1 The VENDOR shall provide training to enable the ERS staff to administer the implemented System, both operationally and by basic System maintenance. This training is detailed in the table below.

3.3.2 The VENDOR shall ensure that the ERS staff under its control from time to time are exposed to a professional working environment and receive instruction and personal development to best industry standards.

3.3.3 The VENDOR shall ensure that where the ERS staff are seconded to work under the control of its staff they receive all necessary guidance, detailed supervision and work experience to enable them to develop their knowledge and skills.

3.3.4 The VENDOR in conjunction with the ERS management shall set personal development and skills acquisition targets for the ERS staff who are seconded to work under the VENDOR's staff.

### Training

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**PART II - SYSTEM MAINTENANCE AND SUPPORT SERVICES**
152.1 The VENDOR shall provide the following System Maintenance and Support Services for the period of 5 (five) years from the Commencement Date. The VENDOR hereby grants an option to the ERS to extend the System Maintenance and Support Services for a further period of 2 (two) years. Such option may be exercised by the ERS by sending a written notice to the VENDOR confirming the exercise of the option no later than three months prior to the end of the aforementioned 5-year period.

152.2 The System Maintenance and Support Services shall meet the minimum Service Level Requirements in Schedule 17. In the event that the System Maintenance and Support Services shall fail to meet the minimum Service Level Requirements the ERS shall, without prejudice to the ERS's other rights and remedies, be entitled to the Performance Remedies.

152.3 The VENDOR shall perform the System Maintenance and Support Services, in respect of the System, during the Service Cover Time as described herein.

152.4 The System Maintenance and Support Services shall comprise:-

(a) a Help Desk Service;
(b) a Problem Management Service;
(c) a Configuration Management Service;
(d) a Configuration and Customisation Service; and
(e) a Software Support Service.

152.5 The ERS appoints the personnel assigned to the ERS's Help Desk as the primary contacts for the VENDOR. All Incident Reports, inquiries, requests for information and advice shall be channelled through these persons. The VENDOR shall send any Deliverables or other material to these persons, or otherwise as directed by the System Manager.

Incident Reporting

152.6 In the event that the ERS shall become aware of an Incident in the System the ERS shall submit an Incident Report during Service Cover Time to the VENDOR's designated point of contact or with the VENDOR's answering service or other continuous telephone coverage provided to permit the ERS to make such contact.

152.7 An Incident Report shall include the following information on:

(a) the originator of the Incident Report;
(b) the identity of the relevant Software, where known;
(c) a classification of the Incident Priority; and
(d) the circumstances and nature of the Incident.

152.8 An Incident Report shall be closed only by the ERS (whose decision shall be final and conclusive in this respect) when the VENDOR has discharged its responsibilities under the Agreement.

Help Desk Service

152.9 The VENDOR shall provide a Help Desk Service to be the first contact point for the ERS's Help Desk representing users who are experiencing system Incidents or who have queries about the System. The Help Desk Service shall answer general queries and be responsible for ensuring that reported Incidents are resolved.

152.10 In dialogue with the ERS's Help Desk, the Help Desk Service will receive, record and make an initial assessment of reported Incidents

152.11 The Help Desk Service shall attempt to answer users' problems and queries but if it cannot the Help Desk Service shall notify the Problem Management Service, as appropriate, and/or take other action to ensure that the Incident is investigated further and resolved.

152.12 The Help Desk Service is responsible for overseeing the resolution of all Incidents submitted by the ERS and for ensuring that the System is restored to normal service as soon as possible with the minimum impact on the user community. It will:

(a) monitor the progress towards resolution of open Incidents;
(b) keep affected users informed of progress;
(c) escalate Incidents when appropriate; and
(d) as required, call upon the assistance of the Problem Management Service and/or other VENDOR's staff and/or Sub-contractors to resolve Incidents.

152.13 The Help Desk Service shall maintain a service history database:
(a) describing calls to the Help Desk Service and the Incidents recorded;
(b) recording the access to the System for the purpose of performing the System Support Services;
(c) describing all Corrective Maintenance and Incidents resolved; and
(d) recording the Service Levels achieved by the System Support Services separately for the purpose of calculating Service Credits payable to the ERS.

152.14 The Help Desk Service shall:
(a) produce an agreed set of service reports from the service history database, monthly and as directed by the System Manager; and
(b) make ad-hoc inquiries of the service history database for information as required by the System Manager.

152.15 The service reports shall become part of the ERS's Data.

**Problem Management Service**

152.16 The Problem Management Service shall provide operational advice, guidance and expertise to the ERS on:
(a) the management and use of the Software, including those relating to the ERS's use of its data and its methods of working; and
(b) how the ERS may use the System to achieve operational objectives. For this, it shall liaise with the ERS's representatives on issues of policy or procedure.

152.17 The Problem Management Service shall establish and maintain procedures:
(a) to ensure that Incidents are regularly and frequently analysed in order to identify patterns, trends and Problems;
(b) to investigate and diagnose Problems;
(c) for the review and resolution of Problems and Known Errors and for reporting on Problems and the Problem Management process;
(d) for Problem escalation; and
(e) for analysing Incidents, Problems and Known Errors in order to identify ways of preventing Incidents and Problems from occurring recurring and of improving the service offered to users.

152.18 The Problem Management Service shall provide assistance to the Help Desk Service in resolving Incidents. As and when necessary, for example with a Fault, the Problem Management Service shall call upon the Software Support Service. In doing so, the Problem Management Service shall provide reasonable assistance in diagnosing Incidents and resolving Faults.

**Configuration Management Service**

152.19 The Configuration Management Service shall identify Configuration Items at the level of the smallest item that can be reasonably installed, repaired, modified or removed from the System. Each Configuration Item shall be given a unique identification.

152.20 Configuration Items shall include:
(a) items of Software and related documentation, Deliverables, Published Specifications and Service Level Agreements;
(b) licences for all software used in association with the System;
(c) Incident Reports and all associated documentation; and
(d) Requests for Change and Change Control Notes and all associated documentation developed in accordance with Schedule 13.

152.21 The Configuration Management Service shall establish and maintain a Definitive Software Library and define and document a software release policy and procedures covering Patches, Corrections and New Releases.

152.22 All relevant products and deliverables arising from the following shall be managed as Configuration Items:
(a) the supply of the System pursuant to this Agreement; and
(b) the performance of the System Maintenance and Support Services.

152.23 **Configuration Item status accounting.** The Configuration Management Service shall Establish and Maintain Procedures to ensure that for each Configuration Item the necessary attributes are recorded and can be managed and reported on individually and in association with related Configuration Items, and that configuration baselines can be established and controlled.

152.24 **Configuration Item database verification.** The Configuration Management Service shall Establish and Maintain Procedures and policies to ensure the completeness and correctness of the database of Configuration Items.

**Configuration and Customisation Service**

152.25 The VENDOR shall perform the Configuration and Customisation Service, in respect of the Software. The Configuration and Customisation Service shall comprise:
(a) investigation of requests for changes in the configuration of the Software submitted by the ERS;
(b) specification of revised configurations and customised software;
(c) supply of revised configurations and customised software;
(d) implementation advice and guidance to the ERS concerning the revised configurations and customised software.

**Software Support Service**

152.26 The VENDOR shall perform the Software Support Service, in respect of the Software. The Software Support Service shall comprise:
(a) investigation and resolution of all Incident Reports submitted by the ERS;
(b) diagnosis of Incidents to identify Faults and/or Non-Conformities in the Software, and as appropriate supply of Circumvention Instructions and Installation Instructions and provision of Corrections;
(c) correction of Errors and/or Non-Conformities in any Published Specification relating to the Software;
(d) provision of reports or circulations on known Problems, Errors and `Patches' relating to the Software as may become available from or notified to the VENDOR;
(e) provision of New Releases as may become available from or notified to the VENDOR; and
(f) advice and guidance on the management, administration, operation and use of the Software and to answer a full range of technical inquiries and general queries.

152.27 The VENDOR shall ensure that the version or modification state of the Software will not restrict the use of the version of the Embedded Software currently in use by the ERS.
New Releases

152.28 During the term of this Agreement, the VENDOR shall support the most recent release of the Software and the immediate previous release of the Software which have been accepted by the ERS.

152.29 The VENDOR shall promptly offer to issue to the ERS all New Releases suitable for use by the ERS and available from or notified to the VENDOR. Should the ERS (whose decision shall be final and conclusive in this respect) decide to take the offer of a New Release, the VENDOR shall provide to the ERS with such New Release:

(a) a technical specification of the New Release;
(b) Installation Instructions to assist the installation of the New Release and, where appropriate, any conversion tools; and
(c) amendments to any Published Specifications relevant to the New Release.

152.30 The VENDOR shall obtain from the ERS the decision on acceptance or rejection of a New Release within three (3) months of it being taken by the ERS according to paragraph S3.13.4, such decision by the ERS shall be final and conclusive and shall not be unreasonably withheld or delayed.

152.31 In the event of acceptance by the ERS of the New Release the VENDOR shall supply the System Support Services in respect of such New Release in accordance with the terms of this Agreement.

152.32 During the period of this Agreement the VENDOR shall place in Escrow copies of the Source Code and the Engineering Documentation for the VENDOR's Software. When a New Release is available, the appropriate Source Code, Engineering Documentation and supporting documentation shall also be placed in Escrow and be subject to the existing Escrow Agreement.

152.33 The ERS shall be entitled to have such tests carried out as in the opinion of the ERS would reasonably establish that the copies provided contain true and accurate versions of the Source Code of the VENDOR's Software. In the event that the copies are defective in content the VENDOR shall arrange for the delivery to the Escrow Agent of new copies of the Source Code and shall demonstrate to the ERS that the new copies are no longer defective.

Access to the System

152.34 The VENDOR shall undertake never to attempt to access the live environment on the System, in any way, without first ensuring that approval has been obtained from the System Manager and that the work is supervised by a nominated representative of the System Manager.

152.35 The VENDOR shall undertake never to attempt to gain physical access to the System without first obtaining the approval of the System Manager. Working practices regarding physical access to the System are to be agreed between the ERS and the VENDOR prior to commencement of on-site works and the VENDOR should undertake to conform to these regulations.

152.36 At the absolute discretion of the ERS, the VENDOR shall be permitted to undertake Fault identification and resolution and Software delivery, when expedient, using remote access facilities to the System made available by the ERS for this purpose. This remote access shall be interpreted, for the purpose of Clause 38, as access to Premises.

152.37 In the event that and whilst the remote access, referred to in paragraph 3.15.11, is unavailable then the VENDOR shall not be obliged to meet the Service Levels for Software Support Service.

Liaison with the ERS

152.38 The ERS shall furnish all necessary office facilities, subject to Clause 38, for the VENDOR's personnel while providing the System Maintenance and Support Services at the Premises.
152.39 Every month the Help Desk Service shall furnish the agreed service reports, including a report describing the Incidents which have arisen in the month and those which remain outstanding and a report showing the calculations for Service Credits. The Help Desk Service shall carry out any agreed follow up actions.

152.40 The VENDOR shall attend six monthly management meetings and extraordinary meetings held at the Premises when requested by the ERS to discuss the service history and the general performance of the System Maintenance and Support Services. The VENDOR shall carry out any agreed follow up actions.

152.41 The Service Manager shall calculate the value of any Service Credits due to the ERS as soon as possible after the end of the Month in which the liability for Service Credits arises. The Service Manager shall ensure that the VENDOR's subsequent invoice is adjusted, as appropriate, by the value of the Service Credits.

152.42 Whenever a Unit of Software is modified or enhanced, the VENDOR shall provide the relevant Configuration Management information to the ERS. In particular, the VENDOR shall maintain a record on behalf of the ERS of the modification state of all Software covered by this Agreement. The record will remain the property of the ERS.

152.43 In the event that the ERS terminates the performance by the VENDOR of any of the System Maintenance and Support Services in accordance with this Agreement, the VENDOR shall offer all reasonable assistance to the ERS and any third party engaged by the ERS to provide a similar service. The ERS shall reimburse the VENDOR for such assistance at the rates then prevailing for customers of the VENDOR for the same or similar services or at rates agreed with the ERS.

Service Audit

152.44 The ERS shall have the right to conduct service quality audits to ensure that the System Maintenance and Support Services are being provided correctly and effectively. Such audits, held on average once per year, will check that the policies and procedures being operated by the VENDOR:

(a) meet the service requirements and those of any relevant quality standards;
(b) are practical, understood and followed;
(c) are effective in ensuring the provision of quality services.

SCHEDULE 4
153 PREPARATION FOR AND PERFORMANCE OF ACCEPTANCE PROCEDURES

The ERS's Responsibilities
153.1 The ERS shall assume overall control and management of the Acceptance Trials and convene the Test Committee when appropriate.
153.2 The ERS shall establish a Test Team to specify and develop the Acceptance Tests defined in Schedule 5, and to conduct the Acceptance Trials.
153.3 The ERS shall provide the necessary tools for the Test Team additional to tools provided with the Software.
153.4 The ERS shall provide copies of existing computer files and clerical files which are required for data conversion and set-up or for use by the Test Team.

The VENDOR's Responsibilities
153.5 The VENDOR shall supply Acceptance Testing Consultants familiar with the VENDOR's Software who shall, as members of the ERS's Test Team, under the day-to-day control of the manager of the ERS's Test Team, assist the Test Team to prepare for and perform the Acceptance Procedures in accordance with Schedule 4, Schedule 5 and the Standards and Procedures for Acceptance Testing defined in Schedule 6.
153.6 The VENDOR shall be responsible for the provision of the conversion and validation routines referred to in the Operational Requirement to create test files from existing data and for the provision of any data entry routines required to set-up other test data.
153.7 Prior to the commencement of the first Acceptance Procedures Period, the VENDOR shall supply to the ERS details of each Configuration Item in the System, including its identifier, version number and revision number. Throughout the Acceptance Procedures Period(s) the VENDOR shall supply to the ERS revised details of each Configuration Item upon each change to the item.
153.8 The VENDOR shall certify to the ERS in writing before the Acceptance Procedures start that the System is ready to undergo the Acceptance Procedures.

Development of Acceptance Trials and Acceptance Tests
153.9 The Test Team shall prepare:

154 4.9.1 A specification of each Acceptance Trial required, defining in detail the scope and contents of the trial;
155 4.9.2 Testing schedules showing when each set of tests will be designed, prepared and executed; the testing schedules will set out inter-dependencies between the tests and identify testing milestones;
156 4.9.3 A list of any tasks that must be completed before each Acceptance Trial can be undertaken;
157 4.9.4 A definition of the methods to be used for identifying, writing and recording test cases;
158 4.9.3 An assignment of responsibilities to acceptance team members for the identification of test cases, the preparation of data, the execution of tests, the checking of results and the correction of errors;
159
160 4.9.4 A description of the test resources to be deployed consisting of:

(1) a description of the operational computer configuration
a description of the test configuration, with notes on any differences between
the operational and test configurations

an estimate of computer resource requirements for testing

the testing tools to be employed

a summary of the personnel requirements for testing

4.9.5 A re-estimation of the effort required from the testing team

4.9.6 A description of any constraints or limitations, either on the testing
effort or of the test plan

4.9.7 The justification for the levels and rigour of testing planned.

4.9.8 Test Cases and associated Test Scripts for each Acceptance Trial.

Scheduling of Acceptance Procedures

164.1 The Acceptance Procedures will be conducted during the Acceptance Procedures Periods as set
out in the Implementation Plan. The first Acceptance Procedures Period will take place following
the configuration and customisation of the first Stage of the System by the VENDOR and prior
to any decision to implement the first Stage. During the first Acceptance Procedures Period the
ERS or its agents will conduct Quality Reviews and Acceptance Trials. The second Acceptance
Procedures Period will start following the Go-Live date for the first Stage and will run from the
date until three months after the date that the final phase software goes into operational service.
During the second Acceptance Procedures Period the ERS or its agents will use the relevant part
of the System and conduct a Serviceability Trial and other such Acceptance Trials and Trial
Evaluations as the ERS or its agents see fit. Each subsequent Stage of the implementation will be
the subject of an Acceptance Procedures Period before its entry into service.

Execution of Acceptance Trials

164.2 An Acceptance Trial shall begin only when the entry criteria for the Acceptance Trial have been
met, and:

4.11.1 the VENDOR has certified that the System and/or Services to be tested
are complete;

4.11.2 the Acceptance Trial has been designed and any necessary Test Cases
and Test Scripts have been prepared by the Test Team and agreed by the ERS;

4.11.3 all supporting test data, such as the test database, is ready;

4.11.4 any other tasks identified during test planning as necessary for the
Acceptance Trial to be executed successfully have been completed.

168.1 The Test Team shall be responsible for conducting the Acceptance Trials as scheduled. It shall
ensure that the required personnel, computer time, physical facilities and any other resources
required for the tests are available.

168.2 The Test Team shall initiate the tests, and those taking part shall follow their Test Scripts, noting
any discrepancies or unusual conditions. The Test Team, advised by the ERS, shall make
decisions concerning aborting or restarting tests, unless the Test Script allows for this.

168.3 The VENDOR shall be afforded the opportunity to witness all Acceptance Trials but, in the event
that no witness is present on the date scheduled for any Acceptance Trial, that Acceptance Trial
shall continue.

Trial Report

168.4 The Test Team shall maintain a comprehensive Trial Report throughout the Acceptance Trial.
This report describes the Acceptance Trial: the fact that the Acceptance Trial has been run, its date and the personnel involved etc. The report describes also the results of the Acceptance Trial in terms of the outcome of tests and any Incident Reports raised.

Re-Testing

168.5 When a Test Script exposes a Non-Conformity or fails to run, in whole or in part, the Test Team shall arrange and perform agreed re-testing.

168.6 Re-test plans shall be submitted to the ERS for agreement prior to the proposed re-test date.

168.7 The re-test plan shall consist of the following:

169 (a) proposed date of the re-test
170 (b) proposed scope of the re-test
171 (c) identification of any regression testing required.

171.1 In all other respects the Test Team shall comply with the originally agreed test procedures.

Additional Trials

171.2 The ERS reserves the right to conduct any additional Acceptance Trials it may deem necessary, including the repetition of the tests prepared by the Test Team. Should the ERS consider it necessary, the results of any such additional tests shall be made known to the VENDOR, as shall the test details. If requested by the ERS, the VENDOR shall analyse and explain the results of the additional tests. Except where the additional Acceptance Trial finds a Non-conformity (when no charge shall be made), the VENDOR shall charge for this work as an additional service at the rates set out in Schedule 9 for this purpose.

Analysis of the Results of Acceptance Trials

171.3 When an Acceptance Trial has been completed, the Test Team shall correlate the Trial Report, the marked-up Test Scripts and any Incident Reports and submit them to the ERS for endorsement. In some cases it will be possible to complete the analysis and make an assessment of success or failure immediately. In other cases, the results will require further study.

Incident Reporting

171.4 The Test Team shall record details of all Incidents encountered during testing. A distinction shall be drawn between types of Incidents such as those perceived to be caused by software Faults, hardware faults and others: events such as problems with the test environment, or inaccuracies in specifications, Test Scripts or test data.

171.5 The ERS shall be responsible for categorising Incidents according to Incident Severity. The purpose of this is to be able to monitor the progress of Incident correction.

171.6 All Incidents recorded shall either be corrected or otherwise resolved before a test is concluded. The Incident Reporting system shall consist of:

172 Incident Reports as supplements to the Trial Report; and
173 an Incident Log.

173.1 If the Incident is caused by a Software Fault, a copy of the Incident Report shall be retained by the Test Team, a copy passed to the VENDOR for action and a copy passed to the ERS for use in configuration management. The VENDOR shall be responsible for resolving the Incident.

173.2 An Incident Report shall only be deemed to be resolved when it has been signed by the ERS in confirmation of satisfactory resolution. Any dispute in relation to an Incident Report shall be resolved in accordance with Clause 42 (Dispute Resolution Procedure).
Incident Log

173.3 In all cases, in addition to the Incident Report, an entry shall be made by the Test Team in an Incident Log, which shall be maintained by the Test Team to monitor and summarise the status and description of the Incident Reports.

173.4 The Incident Log shall be monitored by both the Test Team and the VENDOR, and progress on resolving problems shall be reviewed at the project meetings.

Post-Test Evaluation

173.5 The Test Team shall provide to the ERS, upon completion of an Acceptance Trial, a copy of each of:

174 (a) the Trial Report, including the marked-up Test Scripts;

175 (b) the Incident Reports (if any);

176 (c) an up-to-date Incident Log (if there is one).

Test Committee

176.1 Upon receipt of the above, the ERS shall convene the Test Committee. The purpose of the committee will be to review the Trial Report and come to a conclusion about the degree of success of each test. The VENDOR shall be represented at the meetings of the Test Committee.

176.2 At the conclusion of the meeting, the Test Committee shall award a test result for each of the identifiable components of the test or tests and shall produce minutes which shall detail the findings of the meeting. The VENDOR shall lodge, on paper, any query or complaint to the ERS within two working weeks of receipt of the minutes for consideration by the ERS, otherwise it shall be assumed that the findings of the Test Committee have been agreed by the VENDOR.
177 ACCEPTANCE TESTS AND ACCEPTANCE CRITERIA
177.1 The following Acceptance Tests shall be carried out on the System. These tests shall be executed at the Acceptance Trials in accordance with Schedule 4:

178 5.1.1 Function Tests - to establish that each of the Functional Requirements specified in the Operational Requirement has been met and to find any discrepancies between the functions specified and those performed;

179 5.1.2 Facility Tests - in order to determine whether each facility mentioned in the Operational Requirement has been implemented. (Facility testing should not be confused with function testing. Specifically, facility testing checks that, where the Operational Requirement specifies what is required from the System, that this is provided.);

180 5.1.3 Storage and Volume Tests and Workload Tests - in order to establish that the System, running on the Technical Infrastructure, can handle the volumes of data specified;

181 5.1.4 Security Tests - to evaluate the System's security, audit and control features.

182 5.1.5 Recovery and restart Tests - tests of the ability of the System to recover from programming errors, hardware errors and data errors;

183 5.1.6 System Administration Tests

184 5.1.7 Performance Tests

185 5.1.8 Quality Reviews of Documentation - to ensure its accuracy (ie. that the documentation accurately reflects the working of the system) and usability.

185.1 A Serviceability Trial shall be conducted for the duration of the Acceptance Procedures Period.

Acceptance Criteria
185.2 The Acceptance Criteria shall be determined from the Functional and Non-functional requirements laid out in the Operational Requirement. Each and every requirement shall be traced to ensure that the function or feature is successfully implemented. A multi-step test plan and test script together with expected results shall be written for each function, sub-function and feature.

185.3 Tests must be prepared and executed and compared to expected results. After each test a test results report will be provided to the ERS. The tests would seek to confirm that the implementation of each of the SOFTWARE under test satisfies the requirements laid out in the Operational Requirement and any additional features in the VENDOR’s bid and accepted by the ERS, including:

(1) Confirmation by trace-matrix from requirements specification to design specification and from design specification to implemented function and sub-function and non-functional requirement that all functions and sub-functions are available and non-functional characteristics implemented.

(2) In accordance with specifically defined acceptance test scripts, testing of each function and sub-function and non-functional requirement confirming that operation is in accordance with user-guides and training materials.

(3) The tests will include valid condition tests and also:
- testing of all branches of optional transaction flows,
- mis-keying / mis-operation testing to demonstrate system robustness and transactional and database integrity
- use of invalid data during data entry,
- “near, at and over” data value tests during data entry,
- not-found tests for database lookups,
- multiple found tests for database lookups,
- premature transaction abandonment tests, lost connection tests, and user device lost tests to demonstrate transactional and database integrity
- graceful transaction termination for server device lost conditions and server side faults

185.4 The System shall be deemed to have passed an Acceptance Test if all the Acceptance Criteria specified for the Acceptance Test have been met within the Acceptance Procedures Period for that Acceptance Test.

185.5 Acceptance Criteria can be met if there has been successful execution of all Test Scripts without Incident or, if Incidents have occurred, they have been resolved and signed off by the ERS.

185.6 The System shall be deemed to have failed the Acceptance Procedures if, at the end of the Acceptance Procedures Period, any Incident which is the subject of an Incident Report has not been resolved and signed off by the ERS.

185.7 If at the end of an Acceptance Procedures Period, the System shall be deemed to have passed the Acceptance Criteria for that Acceptance Procedures Period, the ERS shall confirm to the VENDOR in writing that the System has passed.

185.8 Subject also to the Clauses of this Agreement, the Acceptance Date shall occur at the end of the final Acceptance Procedures Period if:

186 5.9.1 the System has met the Serviceability Levels defined in 5.17 below;

187 5.9.2 all the Faults relevant to all Incident Reports raised with an Incident Severity of "critical" (Critical Fault) or "material" (Semi-Critical) shall be corrected by the VENDOR;

188 5.9.3 for each one of all the Faults relevant to all Incident Reports raised with an Incident Severity of "minor" (Non-Critical) either:

   (1) the Fault shall be corrected by the VENDOR; or
   (2) a plan for resolution of the Fault shall be drawn up by the VENDOR and agreed by the ERS.

188.1 If, at the end of the final Acceptance Procedures Period, the System and the Deliverables shall be deemed to have passed the Acceptance Criteria, the ERS shall confirm to the VENDOR in writing that the System and the Deliverables are accepted.

Serviceability trial

188.2 A Serviceability Trial shall commence on the Go-Live Date and continue until three months after the date that the final phase software goes into operational service.

188.3 The recording of Downtime shall commence on the Go-Live Date

188.4 During Operational System Downtime the ERS may elect to continue the operation of the System when such operation does not interfere with Corrective Maintenance.

188.5 Operational System Downtime shall end when the Operational System is returned to the ERS and is certified by the VENDOR to be in operable condition.

188.6 System Recovery Time shall begin at the end of Operational System Downtime and shall end when the Operational System is ready for Use or the agreed maximum time has elapsed, whichever is the sooner.
188.7 Downtime occurring during Service Cover Time and attributable to any of the following causes shall be disregarded:

189 5.16.1 unreasonable failure by the ERS to incorporate any relevant system fix, mend, repair, Patch or modification which has been provided to the ERS by the VENDOR with reasonable notice, with adequate definition of status and purpose and with installation instructions;

190 5.16.2 unreasonable failure by the ERS to use a supported version of the Software;

191 5.16.3 failure by the ERS to take any specified avoidance action previously agreed with the VENDOR;

192 where the ERS has modified the Software without the written consent of the VENDOR;

193 where the ERS has modified the data held on the System by means other than using the VENDOR’s Software, the Third Party Software.

193.1 Downtime shall be disregarded for the duration of any period when, through no act, omission or default of the VENDOR, the VENDOR is denied access by the ERS to the Software or to relevant available diagnostic information and records.

**Serviceability**

193.2 Operational System Serviceability shall be calculated as a percentage at the end of each Month as follows:

\[
\text{Operational System Serviceability} = \frac{\text{Service Cover Time} - \text{Operational System Downtime}}{\text{Service Cover Time}} \times 100
\]

**Serviceability Levels for the Serviceability Trial**

193.3 The serviceability levels which must be met during the Serviceability Trial are:

194 Operational System Downtime during a Working Day shall not exceed 3 (three) hours.

195 Operational System Downtime during a Month shall not exceed 6 (six) hours.

196 The number of System Incidents recorded during a Month shall not exceed 20 (twenty).

197 Operational System Serviceability during each Month shall not fall below 98% (ninety-eight percent).
198 STANDARDS AND REGULATIONS

198.1 Internationally Accepted Standards

Software shall comply with the following internationally accepted standards and any other relevant technical standards:

- ISO/IEC 9945-1 or IEEE POSIX;
- ANSI Structured Query Language (SQL) 1989 (Level 1 and 2) and 1992 (Level 1);
- X/Open Portability Guide Version 4 (XPG4);
- European ITSEC security criteria equivalent to US Orange Book Security Level C2 for all systems except the central database server facility for which Level B1 is desired. If Level B1 cannot be provided, the equivalent of Orange Book Level C2 with protection against read-up and/or write-down security loopholes (mandatory) is acceptable;
- ISO OSI 8802.3 for Carrier Sense Multiple Access/Collision Detection (CSMA/CD - “Ethernet”) based Local Area Networks (LAN); ISO OSI 8802.5 for Token Passing LAN; ISO OSI 9314 for Fibre Distributed Data Interface (FDDI) LAN;
- ISO 9171, ANSI X3B11, X3.212-199x, Discrete Block Format (DBF) Standard, or Continuous Composite Servo Standard (CCSS) for optical storage;
- ISO 8473 or TCP/IP for inter-networking;
- TCP/IP for Internet Communications and Simple Network Management Protocol (SNMP) for network management.

199.1 Health and Safety

Except where additional equipment is being supplied by the VENDOR (where the VENDOR shall comply with these requirements), it shall be the ERS’s objective where possible, to ensure that:

- The work desk or surface shall have a sufficiently large, low reflectance surface and allow a flexible arrangement of the screen, keyboard, documents and related equipment. The document holder shall be stable and adjustable and shall be positioned so as to minimise the need for uncomfortable head and eye movements. There shall be adequate space for workers to find a comfortable position.
- The work chair shall be stable and allow the operator easy freedom of movement and a comfortable position. The seat and seat back shall be adjustable in height and tilt. A footrest shall be made available to anyone who wishes one.
- The workstation shall be dimensioned and designed so as to provide sufficient space for the user to change position and vary movements.
- Room lighting must be satisfactory, providing an appropriate contrast between screen and background environment. Glare and reflections on screen and other equipment shall be prevented.
- Workstations shall be designed so that the sources of light cause no direct glare and distracting reflections on screen. Windows shall be fitted with adjustable coverings to attenuate the daylight falling on the workstation.

200.1 Security Consideration

In addition to meeting any applicable standards listed above, security shall be enforced on the application level. Access controls must be built-in to ensure that only authorised users gain access to the systems, and that security-related events are logged.
Among the mechanisms that should be used at this level are matching of the following:

- username to location;
- function to username;
- function to location.

202 The application software shall not impede the following:

202.1.1 At the RDBMS level, it is envisioned that compiled runtime licenses will be employed to prevent programme modification and tampering. Ad-hoc query capability must not be compromised. Furthermore, a centrally enforced validation scheme (e.g. validation built into the data dictionary) will help to maintain the integrity of the data.

202.1.2 At the operating system level, user log-in and authentication procedures, audit mechanisms, isolation of system resources, and discretionary access controls must be utilised and enforced. Personal Computers and Network Computers with hard disc storages, must be equipped with virus detection and removal facilities. Periodic programme authentication shall be employed to ensure programmes have not been replaced and modified without authorisation. The operating system should support either automatic programme authentication prior to loading, or should provide a facility for periodic authentication of programmes existing in the file system.

202.1.3 In addition, it may be necessary to disable CD disk drives and USBs on some systems to prevent loading of unauthorised programmes and to avoid virus contamination.

202.2 Backup, Recovery and Media Portability

203 Magnetic tape, removable hard disks, magneto-optical disks, and/or rewritable Compact Disk (CD) shall be employed for periodic backup, data archival and data exchange purposes.

204 New, higher capacity developments with multiple-Gigabyte capacity should be used provided that associated standards are ratified for data interchange format.

205 As a minimum requirement, all multi-user systems to be installed must be capable of loading from or unloading to tape cartridges, rewritable CD, removable hard disks, optical disks, and magneto-optical disks. This can be done either directly (by having tape cartridge streamers, rewritable CD drives, magnetic, optical or magneto-optical drives or diskette drives on all systems), or indirectly (through a network connection with a machine which has the necessary devices).

206 Depending on whether “Write Once Read Many” (WORM) or erasable disks are employed, the optical disk units must conform to either the ISO 9171, ANSI X3B11, X3.212-199x, DBF (Discrete Block Format), or Continuous Composite Servo Standard for optical storage.

207 It is desirable that a facility is made available for automatically transferring the archived databases to on-line storage for user queries.

208 Short-term backup will be performed using rewritable CD-ROM, optical or magneto-optical disk drives or tape cartridges.

209 All computer systems shall be equipped with removable hard disk or fully
certified tape cartridge streamers which will be used for all periodic backups of databases and transactions.

210 Facilities must be available to allow reconstruction of a full database image by using a backup copy and applying all the backup transaction logs created since the database backup date. Appropriate backup scheduling and automatic cycling mechanisms must be set in place to ensure that there will never be any need to re-enter previously encoded transaction
SCHEDULE 7

211 INFORMATION TO BE INCLUDED IN THE DETAILED SYSTEM DESIGN SPECIFICATION.

7.1 The DSDS is to be prepared and made available to the ERS within four weeks of the commencement of the project. The DSDS shall comprise in detail:

7.1.1 Detailed requirements specification according to the VENDOR’s method that shall elaborate on the requirements detailed in the OR plus any other offers made by the VENDOR within the initial bid and supplementary responses and accepted by the ERS

7.1.2 High-level design specification covering all requirements with a trace matrix to the requirements

7.1.3 Technical infrastructure specifications

7.1.4 Presentation layer definitions, specifically: a style guide for human: machine inter-operation (HMI). This may be, although not desirably, multiple styles according to the product mix of the solution. This would include a selection of specific HMI that would serve as the benchmark for the entire system.

7.2 A Technical Specification according to the VENDOR’s method will be provided as a Deliverable for each stage.

7.3 The DSDS shall be base-lined upon acceptance by the ERS. It may change over time according to accepted change control process
## SCHEDULE 8

### IMPLEMENTATION PLAN

<table>
<thead>
<tr>
<th>Stage</th>
<th>Stage Activity</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Phase 1</strong></td>
<td><strong>Project Initiation</strong></td>
</tr>
<tr>
<td>1</td>
<td>Payment of Advance (Payment Milestone [No. 1])</td>
</tr>
<tr>
<td>2</td>
<td>Mobilisation and Commence Development</td>
</tr>
<tr>
<td><strong>Phase 2</strong></td>
<td><strong>Development and Acceptance</strong></td>
</tr>
<tr>
<td>1</td>
<td>Phase 1: TIN and VAT Registration</td>
</tr>
<tr>
<td>2</td>
<td>Phase 2: VAT return processing, payment processing, accounting, compliance notices and reports, revenue reporting</td>
</tr>
<tr>
<td>3</td>
<td>Phase 3: PAYE registration, monthly payment processing, compliance (non-payment) reports and notices, revenue reporting</td>
</tr>
<tr>
<td>4</td>
<td>Phase 4: Income Taxes provisional payment for tax year 2012-13: payment processing, compliance (non-payment) reports and notices, revenue reporting</td>
</tr>
<tr>
<td>5</td>
<td>Phase 5: PAYE annual return processing, compliance (non-filing), reconciliation, reports and notices, revenue reporting</td>
</tr>
<tr>
<td>6</td>
<td>Phase 6: Income Taxes return processing, payment processing, accounting, compliance notices and reports, revenue reporting</td>
</tr>
<tr>
<td>7</td>
<td>Phase 7: Additional modules and functions for VAT and Income Taxes – e.g. audit selection and support</td>
</tr>
<tr>
<td>8</td>
<td>Phase 8: Modules and functions for other tax types</td>
</tr>
<tr>
<td>9</td>
<td>Notification by ERS that all functions operational for 90 Working Days (the Acceptance Date)</td>
</tr>
<tr>
<td><strong>Phase 3</strong></td>
<td><strong>System Maintenance and Support</strong></td>
</tr>
<tr>
<td>1</td>
<td>Support and Maintenance - Year 1 - Onsite</td>
</tr>
<tr>
<td>2</td>
<td>Support and Maintenance - Year 2</td>
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<tr>
<td>3</td>
<td>Support and Maintenance - Year 3</td>
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<tr>
<td>4</td>
<td>Support and Maintenance - Year 4</td>
</tr>
<tr>
<td>5</td>
<td>Support and Maintenance - Year 5</td>
</tr>
</tbody>
</table>

**NB:** The Implementation Plan shall contain cross-references to Payment Milestones contained in paragraph 10.2 of Schedule 10.

The Implementation Plan dates above are subject to completing the DSDS and detailed Project Plan with input from the ERS.

Changes to the scope or sequencing of stages may affect the payment profile milestones to be agreed with the ERS.
212 CHARGES

212.1 In consideration of the supply of the Software and the other Deliverables included in the Operational Requirement and the performance of the Services in accordance with the terms of this Agreement, the ERS shall pay the Charges as set out below in accordance with the invoicing procedure and payment profile specified in Schedule 10.

212.2 The Software

(i) VENDOR’s Software —

212.3 Functional Requirements

(i) Functional Tax Requirements —

(ii) Non-tax Functions —

(iii) Non-functional Requirements —

212.4 Services Part I

(i) Project Management —

(ii) Acceptance Support —

(iii) Training —

(iv) Installation Services —

212.5 Services Part II (System Maintenance and Support Services)

Year 1 —
Year 2 —
Year 3 —
Year 4 —
Year 5 —

212.6 Expenses

Supply includes expenses, equipment, consumables, plus travel and subsistence

212.7 Rates for Work Arising from Additional Scope of Work

213 Rate for additional scope of work such as Change Control and additional Software Maintenance and Support Services shall be:

(i) Project Manager................. per day (........ per hour)

(ii) Business Analyst.............. per day (........ per hour)

(iii) Database Administrator........ per day (........ per hour)

(iv) Senior Programmer............ per day (........ per hour)

(v) Junior Programmer............. per day (........ per hour)
SCHEDULE 10

INVOICING PROCEDURES AND PAYMENT PROFILE

214 INVOICING PROCEDURES AND PAYMENT PROFILE FOR SOFTWARE AND SERVICES

214.1 Invoice Procedure

215 On completion of each of the stages described in Schedule 8 and at Clause 10.2 below, the VENDOR shall submit an invoice to the ERS at the ERS’s designated address. Each invoice will detail the amount to be paid by the ERS and will be accompanied by a duly authorised Stage Payment Certificate in the format set out in Appendix I of this Schedule 10 and issued in accordance with Clause 10.2.1 below. Payment will be made by the ERS within 30 days of receipt by the ERS of a valid invoice accompanied by the above mentioned documentation.

Designated Address:
Eswatini Revenue Service (ERS)
Chief Financial Officer
Portion 419 of Farm 50, Along MR103 (Mvutshini-Gables Road), Ezulwini
Private Bag MBABANE H100
MBABANE
ESWATINI

215.1 Payment Profile for Software and Non-recurrent Services

<p>| | | |</p>
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<td>3</td>
<td>ERS</td>
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ERS

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| 9 |   |   |
| 10 |   |   |
| 11 |   |   |
| 12 | ERS |   |

216

A = Advance Payment Date
M = Mobilisation Date

217

218 At the completion of each Stage referred to above the ERS will, subject to satisfactory performance of the Services, issue to the VENDOR a Stage Payment Certificate signed by the duly authorised signatories.

218.1 System Maintenance and Support Services
219 Charges for the System Maintenance and Support Services will be invoiced quarterly in advance as measured from the Commencement Date.

219.1 Advance Payments

220 Advance Payments will only be made on prior presentation to the ERS of an advance payment guarantee issued on behalf of the VENDOR by a bank acceptable to the ERS and in the format set out in Appendix II to this Schedule 10.

220.1 Payments

221 All payments should be made to:
Account Name:
Bank Address:
Account Number:
SWIFT:

222 If the account is located in a country other than the country of the payment currency, the VENDOR shall advise their bank’s correspondent bank in the country of the currency through which the funds shall be credited.

223 The VENDOR shall pay any sub-contractor or supplier within the period stated in the sub-contract, or, if such express period exceeds 30 days, then within a period not exceeding 30 days from receipt of a valid invoice as defined in the sub-contract.
APPENDIX I
STAGE PAYMENT CERTIFICATE

[TO BE PRINTED ON ESWATINI REVENUE SERVICE NOTEPAPER]

STAGE PAYMENT CERTIFICATE

This certificate is issued in accordance with the Agreement between (i) the Eswatini Revenue Service and (ii) Vendor [22] 2011 for the supply of Application Software and Attendant Services for an Integrated Revenue Administration System. It marks a stage completion as detailed in Clause 10.2, Schedule 10 of the Agreement and gives ERS to the Chief Financial Officer of the Eswatini Revenue Service to make the stage payment detailed below.

<table>
<thead>
<tr>
<th>Payment Profile No.</th>
<th>Description</th>
<th>Amount</th>
</tr>
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</table>

1. Signed for the Eswatini Revenue Service

........................................
Name:
Position:
Date:

2. ........................................
Name:
Position:
Date:
APPENDIX II

DRAFT FORM OF ADVANCE PAYMENT GUARANTEE TO BE ISSUED BY A BANK ACCEPTABLE TO ERS ON THE BANKS HEADED PAPER

TO ESWATINI REVENUE SERVICE,

<ADDRESS>

1. In consideration of the Eswatini Revenue Service ("ERS") making a payment of ZAR............. (amount in words ...) ("the Advance Payment") to ("the VENDOR") under Schedule 10 of the contract dated ................. concluded between the ERS and the VENDOR ("the CONTRACT"), we [name of Bank] ("the bank") hereby irrevocably give you our guarantee and undertake to pay you any amount or amounts not exceeding in total a maximum of [insert the full sum advanced in words and number], subject to paragraph 2 below, on receipt of your first demand in writing stating that the VENDOR has failed to perform all or part of the Contract or that the Contract has been frustrated or terminated prior to its fulfilment.

2. The above maximum amount of this Guarantee shall commence to reduce on the issue by ERS of the first Stage Payment Acceptance Certificate to the CONTRACT under the Payment Profile set out in Clause 10.2 of Schedule 10 of the Contract ("the Payment Profile") and shall be reduced to zero on the issue by ERS of the Final Stage Payment Acceptance Certificate of the Payment Profile. Such reduction shall occur in stages, each of an amount equal to the percentage of the stage payment of the value of the Advance Payment on the occasion of each Stage payment invoiced as set out in the Payment Profile. Each Stage Payment Acceptance Certificate shall specify the amount (in Eswatini Emalangeni / South African Rand) of the deduction referable to the Stage Payment the subject of such certificate and shall constitute conclusive evidence that the relative reduction is due under the terms of this Guarantee.

3. Any amount or amounts paid by the Bank under this guarantee shall be paid to ERS to an account nominated by ERS.

4. This guarantee shall become effective automatically on payment of the Advance Payment of ZAR .... by or on behalf of ERS.

5. The Bank shall not hold or otherwise allow or permit the Advance Payment referred to in paragraph 1 above to be used as collateral directly or indirectly in respect of this Guarantee nor shall the Bank restrict the VENDOR's right to draw on the Advance Payment or sum equal to the Advance Payment for the purposes of the Contract.

6. This Guarantee shall remain valid and in place until one month beyond the issue by ERS of the final Stage Payment Acceptance Certificate relating to Item No. 12 of the Payment Profile, or by the [insert date] whichever shall be the earlier. ERS shall return this Guarantee to the VENDOR upon the issuance by ERS of the Stage Payment Acceptance Certificate relating to Item No. 12 of the Payment Profile.

7. The Bank shall not be discharged or released form this Guarantee by an arrangement made between or on behalf of ERS and the VENDOR or by an alteration in the obligations imposed upon the VENDOR by the Contract or by any forbearance granted by or on behalf of the ERS to the VENDOR as to payment, time, performance or otherwise and this notwithstanding that such arrangement, alteration or forbearance may have been made or granted without the Bank's knowledge or assent.

8. This Guarantee shall be governed by and construed in accordance with the laws of Eswatini.

Signed for and on behalf of

(Issuing Bank)
SCHEDULE 11

224 THIRD PARTY SOFTWARE LICENCES

There are no Third Party Software licences.
SCHEDULE 12

225 ERS’s RESPONSIBILITIES

225.1 General

226 The ERS shall make available in a timely manner such management decisions, personnel, information, approvals and acceptances as may be reasonably required by the VENDOR in order that the work contemplated by this Agreement may be accomplished.

227 The ERS shall co-operate in all reasonable aspects and in a timely manner with the reasonable requests of the VENDOR so that the VENDOR may perform its obligations under this Agreement in particular the ERS will respond to reasonable requests for information from the VENDOR within 3 Days of such requests and to reasonable requests for meetings within 5 Days of such requests. A failure by the ERS to respond to a reasonable request by the VENDOR within the time periods mentioned above shall entitle the VENDOR to an extension of time to the Stage Completion Dates referred to in the Implementation Plan in Schedule 8 and for any such delay to be taken into account for the purposes of calculating Liquidated Damages under clause 32 of the Agreement.

228 The ERS shall provide personnel with the requisite skills and knowledge to attend the Project Review Meetings.

229 The ERS shall be responsible for nominating a representative who shall be the authorised signatory for authorising work and payment under this Agreement.

229.1 Acceptance Procedures

230 The ERS shall nominate suitable staff to operate the System throughout the Acceptance Procedures.

230.1 Operational

231 The ERS shall report Incidents and provide supporting information including nominated contacts, to the VENDOR.

232 The ERS shall accept, within a reasonable time schedule, any changes, amendments and new installations of Software as may reasonably be undertaken by the VENDOR.

233 The ERS shall operate the System in accordance with such reasonable requirements as the VENDOR shall make known to the ERS from time to time.

233.1 Access

234 Subject to Clause 38 of the Agreement and compliance with any site security regulations the ERS shall permit the VENDOR’s personnel access to the System and the ERS’s Premises, and provide facilities to enable the VENDOR to carry out its duties.
234.1 Facilities

235 The ERS shall provide, free of charge to the VENDOR a secure office area suitable for the provision of these services equipped with desks, chairs, storage facilities, power supplies, and access to the ERS’s network upon entering the ERS’s code of conduct agreement. This office area shall be available to the VENDOR throughout the development period and up until the Acceptance Date. The facilities shall be sufficient to support [6] concurrent occupants.

235.1 Work Permits

236 The ERS shall assist the VENDOR to secure necessary work permits for their staff and assist such staff to complete any other relevant legal or administrative requirements involved in working in Eswatini.
SCHEDULE 13

237 CHANGE CONTROL PROCEDURES

237.1 Principles

238 Where the ERS or the VENDOR see a need to change the System or the Services, the ERS may at any time request, and the VENDOR may at any time recommend, such change only in accordance with the Change Control Procedure as set out in paragraph 13.2.

239 Neither the ERS nor the VENDOR shall unreasonably withhold its agreement to any change.

240 Until such time as the change is made in accordance with the Change Control Procedure, the VENDOR shall, unless otherwise agreed in writing, continue to supply the System and Services under this Agreement as if the request or recommendation had not been made.

241 Any discussions which may take place between the ERS and the VENDOR in connection with a request or recommendation before the authorisation of a resultant change to the System or the Services shall be without prejudice to the rights of either party.

242 Any work undertaken by the VENDOR, its sub-contractors or agents which has not been authorised in advance by a change to the System or the Services and which has not been otherwise agreed in accordance with the provisions of paragraph 13.1.3 shall be undertaken entirely at the expense and liability of the VENDOR.

242.1 Procedure

243 Discussion between the ERS and the VENDOR concerning a change to the Software, the System or the Services shall result in any one of the following:

(i) an agreement that no further action be taken;
(ii) a written request to change the Software, the System or the Services by the ERS;
(iii) a recommendation to change the System or the Services by the VENDOR.

244 Where a written request for an amendment is received from the ERS, the VENDOR shall, unless otherwise agreed, submit two copies of a Change Control Note (CCN) signed by the VENDOR to the ERS within three (3) weeks of the date of the request.

245 A recommendation to amend by the VENDOR shall be submitted direct to the ERS in the form of two copies of a CCN signed by the VENDOR at the time of such recommendation.

246 Each CCN shall contain:

(i) the title of the change;
(ii) the originator of the change;
(iii) the reason for the change;
(iv) full details of the change including any specifications;
(v) the price, if any, of the change
(vi) a timetable for implementation together with any proposals for
acceptance of the change
(vii) a schedule of payments if appropriate;
(viii) details of the likely impact, if any, of the change on other aspects of the System or the Services including but not limited to:
♦ the Acceptance Procedures
♦ the Performance Requirements
♦ the Charges;
♦ the payment profile;
♦ the Documentation to be provided;
♦ the training to be provided;
♦ the Functionality Requirements;
♦ working arrangements;
♦ the Workload; and
♦ other contractual issues.
(ix) the date of expiry of validity of the CCN, and
(x) provision for signature by the ERS and by the VENDOR.

247 For each CCN submitted the ERS shall, within the period of the validity of the CCN:

(i) allocate a sequential number to the CCN;
(ii) evaluate the CCN; and, as appropriate:
♦ request further information;
♦ arrange for the two copies of the CCN to be signed by the ERS and return one of the copies to the VENDOR; or
(iii) notify the VENDOR of the rejection of the CCN.

If the VENDOR considers that the preparation of a CCN, requested by the ERS, would necessitate significant allocation of resources over and above those stated in the Agreement the VENDOR will make a proposal for a paid study of the cost and implications of producing the required CCN. Pending the ERS’s acceptance of that proposal, the VENDOR will be relieved of their obligations to produce such a CCN.

248 A CCN signed by the ERS and by the VENDOR shall constitute an amendment to this Agreement pursuant to Clause 33.
SCHEDULE 14

249 SUB CONTRACTORS

There are no sub-contractors.
250 DOCUMENTATION

15.1 The Documentation to be provided is described in the Operational Requirement under the Non-functional Requirements and further summarised in Schedule 2.
SCHEDULE 16

251 PREMISES AND TECHNICAL INFRASTRUCTURE

16.1 List of ERS's Premises

16.1.1 Head Office: Portion 419 of Farm 50, Along MR103(Mvutshini-Gables Road), Ezulwini

16.1.2 Tax administration offices in:
- 16.1.2.1 Mbabane Tax Office
- 16.1.2.2 Manzini Tax Office
- 16.1.2.3 Matsapha Tax Office
- 16.1.2.4 Nhlangano Tax Office

16.2 Following installation of the ERS's Technical Infrastructure the ERS shall send a written notice to the VENDOR inviting the VENDOR to formally inspect the ERS’s Premises and Technical Infrastructure. The VENDOR shall then arrange to visit all of the ERS's Premises listed at Schedule 16.1 at a mutually convenient date to be agreed by the parties immediately following receipt of the said notice and the VENDOR shall inspect the ERS's Premises and Technical Infrastructure. The VENDOR shall produce a report on the works which in the VENDOR's reasonable opinion are necessary to be carried out by the ERS to render the ERS's Premises and Technical Infrastructure suitable for installing or operating the System or supplying the Services therein. This report shall be available within 15 days of the agreed date of visit to the ERS's Premises.
SCHEDULE 17

252 SERVICE LEVEL REQUIREMENTS

The following details the minimum Service Level Requirements for the duration of the Agreement.

252.1 Service Levels and Serviceability Levels

252.2 The Service Levels and Serviceability Levels contained in this Schedule 17 shall remain in force from the Commencement Date for a five-year period, unless this Agreement is previously terminated.

252.3 Service Levels for System Maintenance and Support Service

253 In the event that the VENDOR fails to meet the Service Levels specified in any one Month for the System Maintenance and Support Service, then the VENDOR shall make additional resources available to ensure that the Service Levels shall be met in the subsequent Month. The VENDOR shall use all resources necessary to ensure that it does not fail to meet the Service Levels in any three (3) Months of a twelve-month period.

Response Times to Immediate Priority Incidents

254 Upon notification of an Immediate Priority Incident, the VENDOR shall respond to the request for support within two (2) Working Hours from the time of notification of the Immediate Priority Incident.

255 In the event that the Immediate Priority Incident is attributable to a Fault then the VENDOR shall:

(a) supply Circumvention Instructions and Installation Instructions in respect of the Fault to the ERS within four (4) Working Hours from the time of notification of the Immediate Priority Incident;

(b) supply amended documentation (describing and explaining the Circumvention Instructions and Installation Instructions) to the ERS within one (1) Day from the time of notification of the Immediate Priority Incident; and

(c) (i) for the VENDOR's Software and Specially Written Software provide a Correction to the Fault to the ERS within two (2) Days from the time of notification of the Immediate Priority Incident;

(ii) for Third Party Software provide a Correction to the Fault to the ERS promptly after that Correction becomes available to the VENDOR.

Response to High Priority Incidents

256 Upon notification of a High Priority Incident, the VENDOR shall respond to the request for support within three (3) Working Hours from the time of notification of the High Priority Incident.

257 In the event that the High Priority Incident is attributable to a Fault then the VENDOR shall:

(a) supply Circumvention Instructions and Installation Instructions in respect of the Fault to the ERS within one (1) Day from the time of notification of the High Priority Incident;
(b) supply amended documentation (describing and explaining the Circumvention Instructions and Installation Instructions) to the ERS within two (2) Days from the time of notification of the High Priority Incident; and

(c) (i) for the VENDOR's Software and Specially Written Software provide a Correction to the Fault to the ERS within five (5) Days from the time of notification of the High Priority Incident;

(ii) for the Third Party Software provide a Correction to the Fault to the ERS promptly after that Correction becomes available to the VENDOR.

Response to Medium Priority Incidents

258 Upon notification of a Medium Priority Incident, the VENDOR shall respond to the request for support within one (1) Day from the time of notification of the Medium Priority Incident.

259 In the event that the Medium Priority Incident is attributable to a Fault then the VENDOR shall:

(a) supply Circumvention Instructions and Installation Instructions in respect of the Fault to the ERS within four (4) Days from the time of notification of the Medium Priority Incident;

(b) supply amended documentation (describing and explaining the Circumvention Instructions and Installation Instructions) to the ERS within seven (7) Days from the time of notification of the Medium Priority Incident; and

(c) (i) for the VENDOR's Software and Specially Written Software provide a Correction to the Fault to the ERS within ten (10) Days from the time of notification of the Medium Priority Incident;

(ii) for the Third Party Software provide a Correction to the Fault to the ERS promptly after that Correction becomes available to the VENDOR.

Response to Low Priority Incidents

260 Upon notification of a Low Priority Incident, which is attributable to a Fault then the VENDOR shall:

(a) (i) for the VENDOR's Software and Specially Written Software provide a Correction to the Fault to the ERS within eighteen (18) Days from the time of notification of the Low Priority Incident;

(ii) for the Third Party Software provide a Correction to the Fault to the ERS promptly after that Correction becomes available to the VENDOR.
Response to Non-Prioritised Incidents.

261 Upon receipt of notification of Non-Prioritised Incident pertaining to a Fault, the VENDOR shall provide a Correction to the Fault to the ERS with the next New Release issued to the ERS after the date of notification of the Non-Prioritised Incident, provided that this issue is not within three (3) months of notification and then with the following New Release.

Escalation Procedures

262 **For Immediate Priority Incidents.** Should an Immediate Priority Incident pertaining to a Fault not be resolved nor Circumvention Instructions provided within four (4) Working Hours from the time of notification then a timetable for solution will be drawn up by the VENDOR and agreed with the ERS. If agreed between the System Manager and the VENDOR this timetable will include visits by the VENDOR to the Premises. The VENDOR shall use all resources necessary to ensure that the Fault is corrected within two (2) Days from the time of notification.

263 **For High Priority Incidents.** Should a High Priority Incident pertaining to a Fault not be resolved nor Circumvention Instructions provided within one (1) Day from the time of notification then a timetable for solution will be drawn up by the VENDOR and agreed with the ERS. If agreed between the System Manager and the VENDOR this timetable will include visits by the VENDOR to the Premises. The VENDOR shall use all resources necessary to ensure that the Fault is corrected within five (5) Days from the time of notification.

264 **For Medium Priority Incidents.** Should a Medium Priority Incident pertaining to a Fault not be resolved nor Circumvention Instructions provided within four (4) Days from the time of notification then a timetable for solution will be drawn up by the VENDOR and agreed with the ERS. If agreed between the System Manager and the VENDOR this timetable will include visits by the VENDOR to the Premises. The VENDOR shall use all resources necessary to ensure that the Fault is corrected within ten (10) Days from the time of notification.

265 **For Low Priority Incidents.** Should a Low Priority Incident pertaining to a Fault not be resolved nor Circumvention Instructions provided within eighteen (18) Days from the time of notification then a timetable for solution will be drawn up by the VENDOR and agreed with the ERS. If agreed between the System Manager and the VENDOR this timetable will include visits by the VENDOR to the Premises.

265.1 Serviceability Levels for System Support Service

266 Operational System Downtime during a Working Day shall not exceed three (3) hours.

267 Operational System Downtime during a Month shall not exceed six (6) hours.

268 The number of System Incidents recorded during a Month shall not exceed twenty (20).

269 Operational System Serviceability during each Month shall not fall below ninety-eight per cent (98%).

269.1 Service Credits for System Maintenance and Support Services

270 If the Operational System Downtime during a Working Day exceeds the Service Level specified in paragraph 17.3.1, the VENDOR shall credit the ERS with each half (1/2) hour of Operational System Downtime in the amount of one-quarter per cent (1/4%) of the total Charges payable per Month for System Maintenance and Support Services. The Service Credit for Operational System Downtime during a Working Day shall be calculated to the nearest half (1/2) hour of such Downtime and
shall not exceed, for any Working Day, one-thirtieth (1/30) of the total Charges payable for System Maintenance and Support Services per Month.

271 If, during any Month, the Operational System Downtime exceeds the Service Level specified in paragraph 17.3.2, the VENDOR shall credit the ERS with Service Credits at the rate of twenty-five per cent (25%) of the total Charges payable for System Maintenance and Support Services per Month.

272 If during any Month, the number of System Incidents recorded exceeds the Service Level specified in paragraph 17.3.3, the VENDOR shall credit the ERS with Service Credits at the rate of twenty-five per cent (25%) of the total Charges payable for System Maintenance and Support Services per Month.

273 If, during any Month, the Operational System Serviceability exceeds the Service Level specified in paragraph 17.3.4, the VENDOR shall credit the ERS with Service Credits at the rate of twenty-five per cent (25%) of the total Charges payable for System Maintenance and Support Services per Month.
274 SYSTEM DOWNTIME

274.1 Downtime

The recording of Downtime shall commence at the time of contact with the VENDOR at the designated point of contact or with the VENDOR's answering service or other continuous telephone coverage provided to permit the ERS to make such contact.

During Operational System Downtime the ERS may elect to continue the operation of the System when such operation does not interfere with Corrective Maintenance.

Operational System Downtime shall end when the Operational System is returned to the ERS and is certified by the VENDOR to be in operable condition.

System Recovery Time shall begin at the end of Operational System Downtime and shall end when the Operational System is ready for Use or the agreed maximum time has elapsed, whichever is the sooner.

Downtime occurring during Service Cover Time and attributable to any of the following causes shall be disregarded:

(a) unreasonable failure by the ERS to incorporate any relevant system fix, mend, repair, Patch or modification which has been provided to the ERS by the VENDOR with reasonable notice, with adequate definition of status and purpose and with installation instructions;

(b) unreasonable failure by the ERS to use a supported version of the Software;

(c) failure by the ERS to take any specified avoidance action previously agreed with the VENDOR;

(d) where the ERS has modified the Software without the written consent of the VENDOR;

(e) where the ERS has modified the data held on the System by means other than using the VENDOR's Software and the Third Party Software.

Downtime shall be disregarded for the duration of any period when, through no act, omission or default of the VENDOR, the VENDOR is denied access by the ERS to the Software or to relevant available diagnostic information and records.

280.1 Serviceability

Operational System Serviceability shall be calculated as a percentage at the end of each Month as follows:

\[
\text{Operational System Serviceability} = \frac{\text{Service Cover Time} - \text{- Operational System Downtime} - \text{System Recovery Time}}{\text{Service Cover Time}} \times 100
\]
Draft of the Proposed Service Level Agreement

Between

ERS ICT Division

And

All ERS Operational Departments
Ownership

This agreement is made between the Eswatini Revenue Service and the Information and Communications Technology Division.

This SLA is owned by ICT and controlled by Change Management. All changes must be requested through Change Management.

ICT Signatories:

Name: Phiwa Dlamini                         Position: Business Service Owner     Date:....................
Signature:................................

Name: Sanele Dlamini                         Position: Service Level Manager       Date:....................
Signature:................................

Name: Vusi Magagula                         Position: Chief Information Officer   Date:....................
Signature:................................

Customer Representative signatory: Customs Operational Policy Director

Name: Edgar Dlamini                         Position: Systems Owner               Date:....................
Signature:................................

Domestic Taxes Representative signatory: Domestic Operational Policy Director

Name: Reginald Vilakazi                      Position: Systems Owner               Date:....................
Signature:................................

Corporate/Finance Representative signatory: Head of Corporate Services/CFO

Name: Reginald Vilakazi                      Position: Systems Owner               Date:....................
Signature:................................

Review:
SLA will have timely reviews due to ERS requirements and equipment evolution accommodation to meet demand and adhere to service portfolio.
**Acronyms and Definitions**

**ICT** – Information and Communications Technology

**SLA** – Service Level Agreement

**OLA** – Operational Level Agreement

**UC** – Underpinning Contract

**ITIL** – Information Technology Infrastructure Library

**VPN** – Virtual Private Network where data travels in an encrypted form and secure manner.

**Firewall** - Firewalls filter data packets to allow or prohibit a message from entering or leaving network gateways. Using firewall security is important when connecting private networks with public networks (like internet).

**Domain Account** - User name and Password

**Internet** - External network to ERS

**Intranet** - Internal ERS Network and its services

**Virtual Private Network Access** – Access to ERS Internal network from outside

**Outlook Web Access (OWA)** - External access to ERS email

**Configuration Management (CM)** - Systems engineering process for establishing and maintaining consistency of a product’s performance, functional and physical attributes with its requirements, design and operational information throughout its lifecycle.

**MIM** – Motivation Internal Memorandum
Introduction

Scope

Since the introduction of the Eswatini Revenue Service, processes and operations have been gradually settling in, driven by numerous successful projects. The ICT Division has since opted to adopt the Information Technology Infrastructure Library (ITIL) v3 framework as best practice guidance in a bid to maximize Service Level Management.

This is the primary SLA between ERS at large and the ICT Division and does not override ERS Policies, Operational Level Agreements and Underpinning Contracts with the external supplier.

Exclusions

- Operational Level Agreement signed between ERS and DN Enterprises for printer rentals.
- Underpinning Contract signed between ERS and Data Torque for the supply of Application Software and Attendant Services for an Integrated Revenue Administration System.
- Service Level Agreements/ MOUs signed between the ERS and GCS for Entire System Management and Support.
- Service Level Agreements between the ERS and CRS HR and Payroll Solutions for Integrated Human Resources Management Systems.
- Service Level Agreement signed between ERS and MTN as part of the Cell phone policy.

If a supporting priority judgement is made by the above mentioned against this Supporting SLA, the Service Level Manager will not be held accountable for any subsequent failure to reach Service Level targets.

If such an incident occurs, it will be looked at within the scope of the Service Improvement Plan to assess ways of avoiding possible future re-occurrence.

There are currently no Supplier Agreements and outsourced labour agreements. Should these be considered, the terms need to be reviewed for this SLA so that new targets are integrated with existing ones for desired end outcomes.
Purpose of SLA

The purpose of this SLA is to document an agreement between the Information and Communications Division and ERS, where the ICT Division is the Service Provider and the ERS as the Internal Customer (these words may be used interchangeably throughout this SLA). It describes the IT Services to be provided, documents service level targets and specifies responsibilities to be played both by the Service Provider and Internal Customer.

This SLA will describe the following attributes of the service, where appropriate and agreed:

- Description of the Service and the scope – what is covered and what is not
- Responsibilities of the service provider and customer
- Agreed Service Hours and Business Hours
- Availability Targets
- Reliability Targets
- Support hours and arrangements
- IT Service Continuity provision and service levels
- Agreed volumes, transaction rates, resources, response times, turnaround times
- Agreed volume of change
- Charging (where appropriate)
- Performance incentives (where appropriate)
- Management Information
- Service Review and Reporting arrangements and procedures

It is to be noted that this SLA may or may not evolve overtime, with additional knowledge of ERS and subject to constant technological requirements.
Service Description

Purpose
As an Internal Customer, ERS funds goods and services and therefore should be aware and content with delivery so as to satisfy value for money. This SLA provides full details of the provision of equipment and support services, to say the least, by the ICT division.

Purpose of Service
The main purpose is to ensure 95% system uptime for all ERS systems through the effective and efficient monitoring and management of service operation processes while maintaining organizational goals and within target budgets. Service Operation is concerned with the smooth daily running of the ERS and involve the below processes:

- Incident Management
- Request Fulfilment
- Problem Management
- Access Management – Integrated with Request Fulfilment

Also, the same can be said for the Service Operation functions:
- Service Desk/Help Desk

Scope and attributes of the service

Security Classification

5.2.1.1 Vulnerability Assessment
The ICT Division will regularly conduct vulnerability assessment of ERS’s information systems to prevent possible security attacks. They will follow a proactive approach towards security threats in a smarter way to counter information security breaches (both internal and external) rather than taking reactive measures to reverse the damage.

5.2.1.2 Network Security Audit
A network security audit will be conducted timeously to evaluate whether ERS’s network is functioning securely in the business environment. At the ICT Division’s discretion, a third party security audit may be utilized to ensure the network is performing optimally and is safeguarded against security risks. ICT’s aim is to provide a highly secure network that offers a safe yet stable environment for its users to perform their daily business operations.
5.2.1.3 Web Application Security Assessment

To ensure that confidentiality and privacy of critical data is maintained at all times, ICT will conduct specialized security assessment procedure for web applications and will fix security issues and devise future action plans to maintain a safe environment.

5.2.1.4 Designing and Implementing Security Infrastructure

The key to a secure technological environment is a solid foundation that is built on a multiple-layer security infrastructure. ICT will ensure management and reduction of risk at every level in the organization. The ICT Division will also deploy the right defense mechanisms at the right place and help leverage technology to maximize the ERS’s business output.

5.2.1.5 Firewall / VPN Solutions

Firewall and Virtual Private Network Solutions are indispensable in any business environment to ensure basic security of the network. ICT will oversee purchase and maintenance of the best firewall equipment solutions and devise mechanisms to control packets through the firewall.

5.2.1.6 Endpoint Security Solutions

ICT will utilize Endpoint security to make the ERS infrastructure secure so as to protect confidential business data from getting compromised. This is aimed to prevent data theft, data manipulation and process disruptions which may damage the ERS’s corporate reputation or breach of its highly confidential information.

Service Components and Delivery

5.2.2.1 INCIDENT MANAGEMENT

Aims to restore normal service operation as quickly as possible and minimize adverse impact on ERS operations, thus ensuring that agreed levels of service quality are maintained.

- Incidents and their statuses will be timely and effectively communicated by responsible personnel (see Roles and Responsibilities).
  - Incidents will be resolved within timeframes agreed by and acceptable to ERS.
- Customer satisfaction will be maintained at all times.
- Incident processing and handling will be aligned with overall service levels and objectives.
- Incidents will be stored and managed in a single point system called Service Manager.
- All Incidents will be classified according to a standard Classification schema.
• Incident auditing will be done periodically.
• All Incidents will utilize a common format.
• There will be common and agreed set criteria for prioritizing and escalating Incidents.

**Incident Logging**

<table>
<thead>
<tr>
<th>Reporting Means</th>
<th>Reporting Platform</th>
<th>Response Time</th>
</tr>
</thead>
<tbody>
<tr>
<td>Web based portal</td>
<td>ERS Self-Service Portal</td>
<td>10 minutes</td>
</tr>
<tr>
<td>Email to Helpdesk</td>
<td>//ICTHelpdesk</td>
<td>15 minutes</td>
</tr>
<tr>
<td>Phone Helpdesk</td>
<td>24064030</td>
<td>Immediate/Voicemail</td>
</tr>
<tr>
<td>Instant Chat to Helpdesk Officer</td>
<td>Microsoft Lync</td>
<td>10 minutes</td>
</tr>
</tbody>
</table>

**5.2.2.1.2 User Expectancy at log on**

• Email dispatched to user with the following details:
  ➢ Incident request identifier i.e. IRx where x stands for any number: 1-∞.
  ➢ User’s full log+/ on details: Title, Description and Affected User Name
  ➢ Assigned ICT support officer
• First line resolution or work around otherwise
• Assignment of an ICT support officer

**1.1.1.1.3 Feedback and Tracking Incidents**

• View status of user logged incident on Self-Service Portal
• Contact ICT Helpdesk and give them IR number to track status of incidents on your behalf and give feedback.
• Assigned ICT Support officer OR the ICT Helpdesk will provide timely feedback on pending faults via any of the above mentioned communication means.

**Resolution Timescales**

**5.2.2.1.4.1 Priority Coding System and Resolution Times**

<table>
<thead>
<tr>
<th>Urgency</th>
<th>High</th>
<th>Medium</th>
<th>Low</th>
</tr>
</thead>
<tbody>
<tr>
<td>High</td>
<td>1</td>
<td>4</td>
<td>7</td>
</tr>
<tr>
<td>Medium</td>
<td>2</td>
<td>5</td>
<td>8</td>
</tr>
</tbody>
</table>

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<table>
<thead>
<tr>
<th>Priority Code</th>
<th>Turn Around Time (Service Desk Hours)</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>1</td>
<td>Business Critical: Fatal</td>
</tr>
<tr>
<td>2</td>
<td>3</td>
<td>Business Critical: High</td>
</tr>
<tr>
<td>3</td>
<td>5</td>
<td>Business Critical: Medium</td>
</tr>
<tr>
<td>4</td>
<td>6</td>
<td>Business Critical: Low</td>
</tr>
<tr>
<td>5</td>
<td>12</td>
<td>Non-Business Critical: High</td>
</tr>
<tr>
<td>6</td>
<td>24</td>
<td>Non-Business Critical: Medium</td>
</tr>
<tr>
<td>7</td>
<td>36</td>
<td>Non-Business Critical: Low</td>
</tr>
<tr>
<td>8</td>
<td>48</td>
<td>Unplanned</td>
</tr>
<tr>
<td>9</td>
<td>168</td>
<td>Planned</td>
</tr>
</tbody>
</table>

5.2.2.1.4.2. Categorization

**Classification Categories**
- Configuration Data Items
- Email Problems
- Enterprise Application Problems
- Hardware Problems
- Network Problems
- Printing Problems
- Software Problems
- RMS Problems
- Other Problems

5.2.2.1.4.3 External Dependencies

The below mentioned external dependencies may or may not affect target resolution time and hence affect SLA agreement.

**External Dependencies**
- Time of Reporting
- Distance Factors
- Transport Availability
Resources Needed
User Availability
External Supplier
ICT Staff availability
Procurement Process

5.2.2.1.4.4 Escalations

Tier 1 – Helpdesk/Support
Tier 2 – Security/Administration/ Infrastructure Level
Tier 3 – Hierarchical e.g. ICT Management

5.2.2.1.4.5 User Expectancy at Resolution:

- Email dispatched to user with the following details:
  - Incident request identifier i.e. IRx where x stands for any number: 1-∞.
  - User’s full log on details: Title, Description and Affected User Name
  - Assigned ICT support officer
  - Time of resolution.
  - Performance Rating for Support officer by user.

- User input on performance rating (obligatory), and free text comments (optional):
  - Poor
  - Satisfactory
  - Excellent

Incident Closure

Prerequisites for Incident Closure:

- User satisfaction and feedback follow ups.
- Over a 3 day time interval.

REQUEST FULFILMENT

Equipment Provisioning

<table>
<thead>
<tr>
<th>Type</th>
<th>Approvals</th>
<th>Pre-Requisites</th>
<th>Dependencies</th>
<th>Resolution Time</th>
</tr>
</thead>
<tbody>
<tr>
<td>Desktops</td>
<td>HOD &amp; CIO Approvals</td>
<td>Default: y ≤ Grade 2 plus Temps.</td>
<td>Procurement</td>
<td>6 weeks</td>
</tr>
<tr>
<td>Item</td>
<td>Approval Body</td>
<td>Approval Details</td>
<td>Procurement</td>
<td>Timeframe</td>
</tr>
<tr>
<td>-----------------------</td>
<td>---------------</td>
<td>----------------------------------------------------------------------------------</td>
<td>-------------</td>
<td>-----------</td>
</tr>
<tr>
<td><strong>Laptops/Laptop Bags</strong></td>
<td>HOD &amp; CIO Approvals</td>
<td>Default: $y \geq$ Grade 7 otherwise a MIM is required.</td>
<td>Procurement</td>
<td>6 weeks</td>
</tr>
<tr>
<td><strong>Cell phones</strong></td>
<td>HOD &amp; CIO Approvals</td>
<td>Default: $y \geq$ Grade 6 otherwise a MIM is required. In line with Cell phone policy.</td>
<td>MTN</td>
<td>8 weeks</td>
</tr>
<tr>
<td><strong>Printers</strong></td>
<td>HOD &amp; CIO Approvals</td>
<td>MIM and Confirmed need after evaluation.</td>
<td>Procurement</td>
<td>6 weeks</td>
</tr>
<tr>
<td><strong>Cabling</strong></td>
<td>Helpdesk approval</td>
<td>Confirmed need after evaluation.</td>
<td>Procurement</td>
<td>7 days</td>
</tr>
<tr>
<td><strong>Projectors</strong></td>
<td>HOD &amp; CIO Approvals</td>
<td>MIM &amp; Confirmed need after evaluation, otherwise pool service offered.</td>
<td>Procurement</td>
<td>6 weeks</td>
</tr>
<tr>
<td><strong>Telephone Handsets</strong></td>
<td>Helpdesk approval</td>
<td>Confirmed need after evaluation.</td>
<td>Procurement, SPTC</td>
<td>6 weeks</td>
</tr>
<tr>
<td><strong>Peripherals:</strong> mouse, keyboard, extension, screen, cable locks, etc.</td>
<td>Helpdesk approval</td>
<td>Confirmed need after evaluation.</td>
<td>Procurement</td>
<td>6 weeks</td>
</tr>
<tr>
<td><strong>Data modems</strong></td>
<td>HOD &amp; CIO Approvals</td>
<td>MIM &amp; Confirmed need after evaluation.</td>
<td>Procurement</td>
<td>6 weeks</td>
</tr>
<tr>
<td><strong>DN Enterprises Toner</strong></td>
<td>Helpdesk</td>
<td>None</td>
<td>DN Support</td>
<td>24 hrs.</td>
</tr>
<tr>
<td><strong>Cell Repairs</strong></td>
<td>HOD &amp; CIO Approvals</td>
<td>Delivery notes, Nature of fault. ERS not liable to pay for physical damage.</td>
<td>Procurement, MTN</td>
<td>8 weeks</td>
</tr>
</tbody>
</table>

*MIM – Motivation Internal Memorandum

*y = Grade Variable

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### Exemptions

<table>
<thead>
<tr>
<th>Type</th>
<th>Reason</th>
<th>Comments</th>
</tr>
</thead>
<tbody>
<tr>
<td>Printer cartridges/toner/ribbons</td>
<td>Catered as per Divisional Budget</td>
<td>Except for Ricoh toner.</td>
</tr>
<tr>
<td>Extension Plugs</td>
<td>Catered as per Divisional Budget</td>
<td></td>
</tr>
<tr>
<td>Network equipment: router, switch, server, etc.</td>
<td>Ordered by ICT personnel as per demand</td>
<td></td>
</tr>
<tr>
<td>Projectors</td>
<td>Pool services offered, exception is on evaluation of need</td>
<td></td>
</tr>
</tbody>
</table>

### Communication Requests

<table>
<thead>
<tr>
<th>Type</th>
<th>Service</th>
<th>Pre-Requisites</th>
<th>Dependencies</th>
<th>Resolution Time</th>
</tr>
</thead>
<tbody>
<tr>
<td>Telephone Line</td>
<td>• Connection</td>
<td>Evaluation of need</td>
<td>SPTC</td>
<td>8 Weeks</td>
</tr>
<tr>
<td></td>
<td>• Disconnection</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>• Relocation</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>PABX</td>
<td>• Connection</td>
<td>Evaluation of need</td>
<td>SPTC</td>
<td>8 Weeks</td>
</tr>
<tr>
<td></td>
<td>• Disconnection</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>• Relocation</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>• Add/Remove Extensions</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>• Upgrade</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Line Services</td>
<td>• Call Barings: cell phone, international, local, etc.</td>
<td>Evaluation of need</td>
<td>SPTC</td>
<td>8 Weeks</td>
</tr>
<tr>
<td></td>
<td>• Secret code phone lock</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>• Hunting and Other</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
*ALL the above require HOD and CIO Approvals

### 3.2.2.2.3 Professional Service Requests

<table>
<thead>
<tr>
<th>Type</th>
<th>Service</th>
<th>Pre-Requisites</th>
<th>Dependencies</th>
<th>Resolution Time</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Training</strong></td>
<td>• Provide user training</td>
<td>Evaluation of need, HOD approvals</td>
<td>External Suppliers, Training Material</td>
<td>6 Weeks</td>
</tr>
<tr>
<td><strong>Operational partnering and advisory services</strong></td>
<td>• This service provides advice and consulting services in relation to operational technology services.</td>
<td>HOD/CIO approval</td>
<td>Business Units</td>
<td>To be agreed</td>
</tr>
<tr>
<td><strong>IT Security Incident Handling</strong></td>
<td>• This service provides advice and expertise to investigate and handle IT security-related events.</td>
<td>HOD/CIO approval</td>
<td>Internal Audit, Business units</td>
<td>6 Weeks</td>
</tr>
<tr>
<td><strong>Project Delivery</strong></td>
<td>• This service provides consulting, analysis and project resources to business areas of the ERS</td>
<td>HOD/CIO</td>
<td>Business units, Project/Programmes Office</td>
<td>To be determined.</td>
</tr>
</tbody>
</table>

---

1.1.1.1.4 Access Management
<table>
<thead>
<tr>
<th>Type</th>
<th>Service</th>
<th>Approval</th>
<th>Pre-Requisites</th>
<th>Min. Time</th>
<th>Max. Time</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Domain Services</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Domain Account</td>
<td>Default: All ERS Staff</td>
<td>User Access Form</td>
<td>Immediate</td>
<td>Immediate</td>
<td>12 hours</td>
</tr>
<tr>
<td>Internet</td>
<td>As per User Access Request form.</td>
<td>User Access Form.</td>
<td>*Email from resp. DR if not initially required.</td>
<td>Immediate</td>
<td>12 hours</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>*Memo from resp. DR for revocation after discontinuance.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Intranet</td>
<td>Default: All ERS Staff</td>
<td>None.</td>
<td>Immediate</td>
<td>Immediate</td>
<td>12 hours</td>
</tr>
<tr>
<td>VPN</td>
<td>HOD &amp; CIO Approvals</td>
<td>VPN Access Form, CIO approval</td>
<td>Immediate</td>
<td>Immediate</td>
<td>12 hours</td>
</tr>
<tr>
<td><strong>Exchange Services</strong></td>
<td>Email</td>
<td>Default: All ERS Staff</td>
<td>User account</td>
<td>Immediate</td>
<td>12 hours</td>
</tr>
<tr>
<td></td>
<td>HOD Approval</td>
<td>Email</td>
<td>Immediate</td>
<td>Immediate</td>
<td>12 hours</td>
</tr>
<tr>
<td>OWA</td>
<td>Default: All ERS Staff</td>
<td>Email</td>
<td>Immediate</td>
<td>Immediate</td>
<td>12 hours</td>
</tr>
<tr>
<td><strong>System Access</strong></td>
<td>ASYCUDA++</td>
<td>HOD &amp; ASYCUDA</td>
<td>ASYCUDA Access Form</td>
<td>Immediate</td>
<td>2 days</td>
</tr>
<tr>
<td>Entire</td>
<td>HOD &amp; GCS</td>
<td>Entire Access Form</td>
<td>Immediate</td>
<td>Immediate</td>
<td>2 days</td>
</tr>
<tr>
<td>IFMS</td>
<td>HOD &amp; IFMS Admin</td>
<td>Workflow Access Form</td>
<td>Immediate</td>
<td>Immediate</td>
<td>2 days</td>
</tr>
<tr>
<td>IHRMS</td>
<td>-</td>
<td>-</td>
<td>Immediate</td>
<td>Immediate</td>
<td>-</td>
</tr>
<tr>
<td>RMS</td>
<td>HOD &amp; RMS Admin</td>
<td>RMS Access Form</td>
<td>Immediate</td>
<td>Immediate</td>
<td>2 days</td>
</tr>
<tr>
<td><strong>Shared Resources</strong></td>
<td>Divisional Folders/Files</td>
<td>HOD</td>
<td>Memo/Email</td>
<td>Immediate</td>
<td>2 days</td>
</tr>
<tr>
<td></td>
<td>Role Based Folders/Files</td>
<td>HOD</td>
<td>Memo/Email</td>
<td>Immediate</td>
<td>2 days</td>
</tr>
<tr>
<td></td>
<td>Printing</td>
<td>Helpdesk</td>
<td>RF ID</td>
<td>Immediate</td>
<td>1 Day</td>
</tr>
</tbody>
</table>
*All forms should be authorized and PROPERLY filled (see Annexure A for all standard forms).

*resp. DR = Respective Director

---

**Exemptions**

<table>
<thead>
<tr>
<th>Type</th>
<th>Reason</th>
<th>Comments</th>
</tr>
</thead>
<tbody>
<tr>
<td>ADSL/MIFI/WIMAX</td>
<td>Only at ICT Discretion as per demand</td>
<td></td>
</tr>
<tr>
<td>Wireless Access Points</td>
<td>Only at ICT Discretion as per demand</td>
<td>Board rooms and meeting rooms will be catered for</td>
</tr>
<tr>
<td>Lease Line upgrade</td>
<td>Only at ICT Discretion to satisfy business requirement</td>
<td></td>
</tr>
</tbody>
</table>

---

**Equipment Movement/Re-allocations**

<table>
<thead>
<tr>
<th>Notice Period</th>
<th>Approvals</th>
<th>Pre-Requisite</th>
<th>Resolution Time</th>
</tr>
</thead>
<tbody>
<tr>
<td>Within a Division</td>
<td>5 days prior</td>
<td>Manager</td>
<td>Equipment Movement Form, RFC, Computer Movement Form</td>
</tr>
<tr>
<td>Between Divisions</td>
<td>5 days prior</td>
<td>HOD</td>
<td>Equipment Movement Form, RFC</td>
</tr>
<tr>
<td>Between Locations</td>
<td>5 days prior</td>
<td>HOD</td>
<td>Equipment Movement Form, RFC</td>
</tr>
</tbody>
</table>

*The above mentioned may or may not be affected by the below dependencies.
Dependencies

- Transport availability.
- No of users being moved.
- No of available support officers.
- Estates and Administration processes.
- Evaluation results of target premises. Should there be a need to obtain new material to accommodate relocation/movement, see 5.2.2.2.1 and 5.2.2.2 for time frame expectancy. In which case the above relocation time frames no longer hold.

Supporting Services & I.T. Systems

Supporting I.T. Systems are listed below:

<table>
<thead>
<tr>
<th>IT System</th>
<th>Dependency</th>
</tr>
</thead>
<tbody>
<tr>
<td>Entire</td>
<td>GCS</td>
</tr>
<tr>
<td>Revenue Management System (RMS)</td>
<td>DATA TORQUE</td>
</tr>
<tr>
<td>Integrated Finance Management Systems (IFMS)</td>
<td>ACC TECH</td>
</tr>
<tr>
<td>ASYCUDA++</td>
<td>GCS</td>
</tr>
<tr>
<td>Domain Services</td>
<td>ICT</td>
</tr>
<tr>
<td>Integrated Human Resources Management Systems (IHRMS)</td>
<td>CRS</td>
</tr>
</tbody>
</table>
**Business Functions**

**Key Business Requirements**

**Key Business Functions**

Key Business Functions are required for 8 hours daily for ERS offices at the following locations:

- Mbabane Offices
- Matsapha Offices
- Manzini Offices
- Siteki
- Piggs Peak
- Nhlangano
- Simunye
- Big Bend

**Regional Variations**

Key business functions differ from region to region, where variations differ based on location and Department.

All ERS Border Gates have a variance depending on their respective traffic.

**Key Users & Groups**

<table>
<thead>
<tr>
<th>Key Business Users</th>
<th>Locations</th>
</tr>
</thead>
<tbody>
<tr>
<td>Domestic Taxes</td>
<td>Mbabane, Manzini, Piggs Peak, Siteki, Nhlangano</td>
</tr>
<tr>
<td>Customs</td>
<td>Mbabane, Matsapha, Border Posts</td>
</tr>
<tr>
<td>Corporate (Corporate, Finance, BSD, Risk, Audit, Internal Affairs)</td>
<td>Mbabane</td>
</tr>
</tbody>
</table>
Responsibilities

Service Owner Responsibilities

Use of Service

- To ensure the Service is used as prescribed by the Service Level Manager and to advise on change in use or practice.

Information

To advise the Service Level Manager of any relevant information about the service or changes to the service in order to ensure accuracy:

- Business Contacts: Helpdesks, Key Users and User Groups of the Service both regional and national
- Business Information
- Business changes which may have an effect on the service or necessitate a change to the Service Level Agreement
- To nominate a Business Out of Hours contact, or to give authority for the Service Level Management Out of Hours Manager (via Service Level Manager) to make decisions on behalf of the business
- To advise the Service Level Manager of the existence and location of Business Continuity Plans relating to this Service

Reporting

- Where agreed Service Levels are not met, ensure this is immediately reported to the Service Level Manager
- To advise the Service Level Manager of perception of Service, and to encourage Business Helpdesks and Business Contacts to do the same.

Procedures

- To ensure the Business adheres to the Organisation’s Change Management Procedures
- To be fully cognisant of Service Owner responsibilities within Business Continuity and Security Plans
Service Level Manager Responsibilities

Information

- To advise the Service Owner of how the Service will be provided, and how the business needs to use the Service
- To ensure all key business information is maintained as advised by the Service Owner
- To ensure all business functions are updated as advised by the Service Owner
- To ensure all key information about supporting services and I.T. systems is maintained.

Reporting

- To ensure the Service Owner is informed immediately if there are any changes in the Service Availability or Supported Hours
- To monitor and report on agreed Service Levels at intervals agreed between the Service Level Manager and the Service Owner
- Where Service Levels have failed to reach targets, to inform the Service Owner immediately, and to engage all relevant personnel in order to rectify the situation as soon as possible
- To advise the Service Owner of any changes in Change Management or other Service Management procedures that would require an amendment of Service Owner/Service Level Manager responsibilities
- To advise the Service Owner of the cost for running and supporting this service, where this can be established, and to advise of any subsequent increase or decrease
- To actively seek perception of Service Performance from Service Owner, Business Helpdesks, Business Contacts and Users
- To arrange Service Reviews and to ensure all interested parties are invited to attend

Procedures

- To negotiate higher levels of Service where required
- To establish working relationship with all Business Contacts for this Service
- To verify advised impact of service loss of key business functions.
- To be fully cognisant of Service Level Manager responsibilities within the IT Service Continuity plans
- To be fully cognisant of Service Level Manager responsibilities within Security Plans
**Business Hours**

**Head Office Business Hours**

The ERS Head Quarters operation hours are from 8:00 a.m. to 5:00 p.m. for the main Headquarters at 2nd Building, Mbabane Office park, Mbabane.

**Regional/Branch Business Hours**

<table>
<thead>
<tr>
<th>Station</th>
<th>Operating Hours</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Border Posts (Operate 7 days a week)</strong></td>
<td></td>
</tr>
<tr>
<td>Ngwenya</td>
<td>0700hrs to 0000hrs</td>
</tr>
<tr>
<td>Lavumisa</td>
<td>0700hrs to 2200hrs</td>
</tr>
<tr>
<td>Mahamba</td>
<td>0700hrs to 2200hrs</td>
</tr>
<tr>
<td>Matsamo</td>
<td>0700hrs to 2000hrs</td>
</tr>
<tr>
<td>Mananga</td>
<td>0700hrs to 1800hrs</td>
</tr>
<tr>
<td>Sandlane</td>
<td>0700hrs to 1800hrs</td>
</tr>
<tr>
<td>Mhlumeni</td>
<td>24hrs</td>
</tr>
<tr>
<td>Lomahasha</td>
<td>0700hrs to 2000hrs</td>
</tr>
<tr>
<td>Sicunusa</td>
<td>0800hrs to 1800hrs</td>
</tr>
<tr>
<td>Nsalitje</td>
<td>0800hrs to 1800hrs</td>
</tr>
<tr>
<td>Bulembu</td>
<td>0800hrs to 1600hrs</td>
</tr>
<tr>
<td>Lundzi</td>
<td>0800hrs to 1600hrs</td>
</tr>
<tr>
<td>Gege</td>
<td>0800hrs to 1600hrs</td>
</tr>
<tr>
<td><strong>Inland Stations (Operate Monday to Friday except Public Holidays)</strong></td>
<td></td>
</tr>
<tr>
<td>Matsapha ICD</td>
<td>0800hrs to 1700hrs</td>
</tr>
<tr>
<td>Matsapha AGOA</td>
<td>0800hrs to 1700hrs</td>
</tr>
<tr>
<td>Matsapha Airport</td>
<td>0800hrs to 1700hrs</td>
</tr>
<tr>
<td>Sikhuphe Airport (KMIII)</td>
<td>0800hrs to 1700hrs</td>
</tr>
<tr>
<td><strong>Domestic Tax Offices (Operate Monday to Friday except Public Holidays)</strong></td>
<td></td>
</tr>
<tr>
<td>Matsapha Tax Office</td>
<td>0800hrs to 1700hrs</td>
</tr>
<tr>
<td>Nhlangano Tax Office</td>
<td>0800hrs to 1700hrs</td>
</tr>
<tr>
<td>Manzini Tax Office</td>
<td>0800hrs to 1700hrs</td>
</tr>
<tr>
<td>Mbabane Corporate Place Service Center</td>
<td>0800hrs to 1700hrs</td>
</tr>
<tr>
<td>Mbabane HQ Service Center</td>
<td>0800hrs to 1700hrs</td>
</tr>
<tr>
<td>Nhlangano Tax Office</td>
<td>0800hrs to 1700hrs</td>
</tr>
<tr>
<td>Siteki Service Center</td>
<td>0800hrs to 1700hrs</td>
</tr>
<tr>
<td>Pigg's Peak Service Center</td>
<td>0800hrs to 1700hrs</td>
</tr>
</tbody>
</table>
Business Peak Times

- Peak times are for the following:
  - ASYCUDA –
    - Daily: Day-end
    - Weekly: Monday afternoon to Saturday
    - Monthly – month-end (statement generation)
  - Entire – October (Graded tax certificates)
  - RMS -
    - Daily: Day-end
    - Weekly – RT reporting
    - Monthly - Returns Filing
    - Quarterly – Returns filing
    - Financial year-end for returns (October, March)
  - IFMS
    - Bi-weekly: payments processing
    - Monthly - financial reports
  - HR & Payroll
    - Monthly – payroll run

Regional Peak Times

Critical Business periods

Critical business period and dates together with a description of what is required.

Month End

RMS Reports

Revenue Management System reports are typically run on Tuesday and Fridays of every week but they have dependencies as follows:

- Dead line of approval which requires processing of payments
- Notice on refunds as per demand
- Day end processing

Entire Reports

Entire reports run from Entire System and retrieved by Revenue Treasury on a monthly basis.
ASYCUDA Reports

ASYCUDA reports are run from ASYCUDA++ system and retrieved by Revenue Treasury on a monthly basis.

Year End

Return Filing periods:

Business Year end

March and April of each year: year-end reporting.

Business Support

Support ranges from technical support, application support, system support, information availability, CSI information, technology trends advisory, training support.

In Business Hours

Availability

- ICT Support officer full time availability is from 0800Hrs to 1700Hrs 5 days a week.
- Helpdesk availability 0800Hrs to 1700Hrs 5 days a week.

Out of Business Hours

A stand-by support officer will be available on cell phone during the following “out of business” hours:

- **Weekdays Standby**: from 5:00 p.m. (previous day) to 08:00 a.m. (following day).
- **Weekends Standby**: from 5:00 p.m. (every Friday) to 08:00 a.m. (every Monday).
## Glossary

<table>
<thead>
<tr>
<th>Term</th>
<th>Definition</th>
</tr>
</thead>
<tbody>
<tr>
<td>Key Business Functions</td>
<td>The vital functions of the business, without which there would be no point in having a Service.</td>
</tr>
<tr>
<td>Key Users</td>
<td>Usually chief business contacts and administrators; people who use the service and I.T. systems regularly and directly interface with the public or other internal users (e.g. in the case of the HQ Services)</td>
</tr>
<tr>
<td>Key User Groups</td>
<td>Based on importance of location to the business. The area(s) that above all others gathers most revenue; most ministerial requirements and have most external contact with the tax payer.</td>
</tr>
<tr>
<td>Response Time</td>
<td>Turn-around time for request to be logged (with reference) and assigned an officer to attend</td>
</tr>
<tr>
<td>Service Owner</td>
<td>The person responsible for decision making with regard to the Business Service.</td>
</tr>
<tr>
<td>Service Level Manager</td>
<td>The person responsible for ensuring that Service Levels for the Service are met.</td>
</tr>
<tr>
<td>Service</td>
<td>A business defined deliverable supported by one or more I.T. Systems, which enables the business to deliver its objectives.</td>
</tr>
<tr>
<td>System</td>
<td>An I.T. deliverable comprised of varying hardware and software, which enables a Service to run.</td>
</tr>
<tr>
<td>Turn Around Time</td>
<td>The time it will take to resolve the incident, problem or fulfil the request.</td>
</tr>
</tbody>
</table>