The Kingdom of Eswatini
SITEKI TOWN COUNCIL

Invitation to Tender (ITT) Document

for the

Procurement of Goods

Procurement Method:	**OPEN TENDER**
Subject of Procurement:	**THE SUPPLY AND DELIVERY OF OPERATIONAL FLEET**
Procurement Reference Number:	**TENDER NO. 1 OF 2026/27**
Date of Issue:	**July 22nd, 2026**
Submission Deadline:	**August 19th, 2026**
Participation:	**INTERNATIONAL**

PREFACE

This Tender Document for Procurement of Goods has been prepared by the Eswatini Public Procurement Regulatory Agency to be used for the procurement of Goods.

The document is customized to be consistent with the Public Procurement Act No. 07 of 2011, the Public Procurement Regulations, 2020, other of the Laws of Eswatini, and international best practices".

This Invitation to Tender (ITT) shall be used to procure Goods above E200, 000.

The sale of this tender document to potential Tenderer(s) is discouraged.

Those wishing to submit comments or questions on this Standard Tender Document or to obtain additional information are encouraged to contact:

The Chief Executive Officer
Eswatini Public Procurement Regulatory Agency
RHUS Office Park, P.O. Box 9665
Karl Grant Street, Mbabane
ESWATINI
https://esppra.co.sz
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Standard Tender Document

Table of Contents

Invitation to Tenderers **4**
PART 1 – Tendering Procedures **6**
Section 1: Instructions to Tenderers **8**
Section 2: Tender Data Sheet **28**
Section 3: Evaluation Methodology and Criteria **30**
Section 4: Tendering Forms **36**
Section 5: Eligible Countries **46**
PART 2 - Statement of Requirements **47**
Section 6: Statement of Requirements **47**
PART 3 - Contract **58**
Section 7: General Conditions of Contract for the Procurement of Goods **58**
Section 8: Special Conditions of Contract **66**
Section 9: Contract Forms **68**

Invitation to Tenderers

TENDER NOTICE UNDER OPEN TENDERING

Request for Quotations for the supply and delivery of operational fleet, Tender 01 of 2026/27

The *Siteki Town Council* has allocated funds to be used for the acquisition of operational fleet (TLB, D-cab bakkie & Compactor refuse truck).

1. The Entity invites sealed Tenders from eligible Tenderers for the provision of the above Goods.

2. Tendering will be conducted in accordance with the open international Tendering method contained in the Public Procurement Regulations 2020.

3. Interested eligible Tenderers may obtain further information about the Tender documents at the address given below at 6(a) from 08:00hrs – 16:45hrs. Tender documents in English may be purchased by interested Tenderers(s) from the address below at 7(a) upon payment of a non-refundable fee of E500.00. The method of payment will be physical at the Siteki Municipality pay point or via EFT:

   Account Name: Siteki Town Council

   Bank: First National Bank

   A/C Number: 62738088724

   Branch Code: 280164

4. Tenders must be delivered to the address below at 6(c) at or before August 19th, 2026, 12:00 noon. Late Tenders shall be rejected. Tenders will be opened in the presence of the Tenderers' representatives who choose to attend at the address below at 6(d) at **August 19th, 2026, 12:05p.m.**

5. There shall be no pre – Tender meeting/ site visit

6. Address and contact details.

(a)	Information about the tender shall be accessed from:	**Siteki Town Council** **P.O. Box 57** **Siteki** **+268 2343 4408**
(b)	Documents will be issued from:	**July 22nd, 2026**
(c)	Tenders must be delivered to:	**Siteki Town Council** **P.O. Box 57**

		Siteki **+268 2343 4408**
(d)	Address of Tender opening:	**Siteki Town Council** **P.O. Box 57** **Siteki** **+268 2343 4408**

7. The planned procurement schedule (subject to changes) is as follows:

	Activity	Date
(a)	Publish Tender notice	July 22nd, 2026
(b)	Pre-Tender meeting where applicable	N/A
(c)	Tender closing date	August 19th, 2026, 12:00 Noon
(d)	Evaluation process	(*Within 15 working days from Tender closing date*)
(e)	Notification and Publication of Notice of Intention to award	*(Within 10 working days from completion of the evaluation process)*
(f)	Contract award	(*After expiry of at least 10 working days from issuance of the Notice of intention to award*).

Signature:

Name:

Position of Authorised Official:

PART 1 – Tendering Procedures

Section 1: Instructions to Tenderers

Table of Clauses

A. General 8
1. Scope of Tender 8
2. Source of Funds 8
3. Corrupt Practices 8
4. Eligible Tenderers 9
5. Eligible Goods and Related Services 11
B. Tendering Document 12
6. Contents of Tendering Document 12
7. Clarification of Tendering Document 12
8. Amendment of Tendering Document 12
C. Preparation of Tenders 13
9. Cost of Tendering 13
10. Language of Tender and Communications 13
11. Documents Comprising the Tender 13
12. Tender Submission Sheet and Price Schedules 13
13. Alternative Tenders 14
14. Tender Prices and Discounts 14
15. Currencies of Tender 16
16. Documents Establishing the Eligibility of the Tenderer 16
17. Documents Establishing the Eligibility of Goods 16
18. Documents Establishing the Conformity of the Goods 16
19. Documents Establishing the Qualifications of the Tenderer 17
20. Period of Validity of Tenders 17
21. Tender Security or Tender Securing Declaration 17
22. Format and Signing of Tender 18
D. Submission and Opening of Tenders 18
23 Sealing and Marking of Tenders 18
24 Deadline for Submission of Tenders 19
25 Late Tenders 19
26. Withdrawal and Replacement of Tenders 19
27. Tender Opening 20
E. Evaluation of Tenders 20
28. Confidentiality 20
29. Clarification of Tenders 21
30. Compliance and Responsiveness of Tenders 21
31. Nonconformities, Errors, and Omissions 21
32. Preliminary Examination of Tenders – Eligibility and Administrative Compliance 22
33. Detailed Commercial and Technical Evaluation 23
34 Conversion to Single Currency 23
35. Margin of Preference 23
36. Financial evaluation of Tenders 24
37. Determination of Best Evaluated Tender(s) 24
38. Post-qualification of the Tenderer 24
39. Negotiations 25

VERIFIED ESPPRA VERIFIED

F. Award of Contract 25
40. Award Procedure 25
41. Procuring entity's Right to Accept or Reject Any or All Tenders 25
42. Procuring entity's Right to Vary Quantities at Time of Award 25
43. Signing and Effectiveness of Contract 26
44. Debriefing 26
45. Performance Security 26
47. Procurement Related Complaints and Administrative Review 26
48. Abnormal Low and Abnormally High Prices 26
48.1 Abnormally Low Prices 26

Section 1: Instructions to Tenderers

A. General

1. Scope of Tender

1.1 The Procuring Entity indicated in the Tender Data Sheet (TDS), invites Tenders for the provision of Goods and related Services incidental thereto as specified in Section 6, Statement of Requirements. The Instructions to Tenderers should be read in conjunction with the TDS. The subject and procurement reference number, and number of lots of this Tendering Document are provided in the TDS.

1.2 Throughout these Tendering Documents:

(a) the term "in writing" means communicated in written form with proof of receipt;

(b) if the context so requires, singular means plural and vice versa; and

(c) "day" means calendar day unless specified as working day.

1.3 Procurement will be undertaken in compliance with the Public Procurement Act and Regulations.

2. Source of Funds

2.1 The Procuring Entity indicated in the TDS has an approved budget from Government funds towards the cost of the procurement named in the TDS. The Procuring Entity intends to use these funds to place a contract for which these Tendering Documents are issued.

2.2 Payments will be made directly by the Procuring Entity and will be subject in all respects to the terms and conditions of the resulting contract placed by the Procuring Entity.

3. Corrupt Practices

3.1 It is the policy of the Government of The Kingdom of Eswatini through ESPPRA, to require that Procuring Entities, as well as Tenderers and Providers observe the highest standards of ethics during procurement and the execution of contracts. In pursuit of this policy, the Government of The Kingdom of Eswatini;

(a) defines, for the purposes of this provision, the terms set forth below as follows:

(i) "corrupt practice" means the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value, to influence the action of a public official in the procurement process or in contract execution; and

(ii) "fraudulent practice" is any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation;

(iii)"collusive practice" is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party;

(iv) "coercive practice" is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;

(b) will reject a recommendation for award if it determines that the Tenderer recommended for award has engaged in corrupt, fraudulent, collusive or coercive practices in competing for the Contract;

(c) will suspend a Provider from engaging in any public procurement proceeding for a stated period of time, if it at any time determines that the Provider has engaged in corrupt, fraudulent, collusive or coercive practices in competing for, or in executing, a Government contract.

3.2 Furthermore, Tenderers shall be aware of the provision stated in Sub-Clause 3.2 and Sub-Clause 36.1 (g) of the General Conditions of Contract.

3.3 In pursuit of the policy defined in Sub-Clause 3.1, the Procuring entity may terminate a contract or be ordered by ESPPRA to cancel a contract if it at any time determines that corrupt, fraudulent, collusive or coercive practices were engaged in by representatives of the Procuring entity or of a Tenderer or Provider during the procurement or the execution of that contract.

3.4 In pursuit of the policy defined in Sub-clause 3.1, the Government of The Kingdom of Eswatini requires representatives of both the Procuring Entities and of Tenderers and Providers to adhere to the relevant codes of ethical conduct. The Code of Ethical Conduct for Tenderers and Providers as provided in the Tendering forms shall be signed by the Tenderer and submitted together with the other Tendering forms.

3.5 In pursuit of the policy defined in Sub-clause 3.1, the Government of The Kingdom of Eswatini may suspend a provider from engaging in any public procurement or disposal process for a period determined by the Agency, where the provider is suspended from the procurement processes of an international agency of which Eswatini is a member.

3.6 Any communications between a Tenderer and the Procuring Entity related to matters of alleged fraud or corruption must be made in writing and addressed to the Controlling Officer of the Procuring Entity

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4. Eligible Tenderers

4.1 A Tenderer, and all parties constituting the Tenderer, shall meet the following criteria to be eligible to participate in public procurement:

(a) the Tenderer has the legal capacity to enter into a contract;

(b) the Tenderer is not:

(i) insolvent;

(ii) in receivership;

(iii) bankrupt; or

(iv) being wound up

(c) the Tenderer's business activities have not been suspended;

(d) the Tenderer is not the subject of legal proceedings for any of the circumstances in (b); and

(e) the Tenderer has fulfilled his or her obligations to pay taxes and social security contributions.

i. A Company Profile

ii. Certified copy of an official statement of the Directors, alternative directors, managers and auditors of the company (for Eswatini firms: Form 'J').

iii. Certified copy of an official statement of the annual summary of shares capital and shares (for Eswatini firms: Form 'C');

iv. Certified copy of valid Labour Compliance Certificate.

v. Certified copy of Trading License

vi. Valid original Tax Compliance Certificate

vii. Certified copy of Valid ENPF Compliance Certificate or an official ENPF letter not older than three (3) months

viii. Names and contacts of at least three (3) reference customers

ix. Five Hundred Emalangeni (E500.00) receipt for payment of the tender document or proof of payment

x. Audited Financial Statements for the past twelve (12) months.

xi. Police Clearance certificate for All Partners (not older than three (3) months from the date of submission

xii. Certified copy of proof of Legal Joint Venture (where necessary)

xiii. Declaration of Eligibility

4.2 A Tenderer may be a natural person, private entity, government-owned entity, subject to ITT Sub-Clause 4.6, any combination of them with a formal intent to enter into an agreement or under an existing agreement in the form of a joint venture, consortium, or association. In the case of a joint venture, consortium, or association, all parties shall be jointly and severally liable. For Tenders submitted by an existing or intended JV, a Power of Attorney from each member of the JV nominating a Representative in the JV and a Power of Attorney from the JV nominating a representative who shall have the authority to conduct all business for and on behalf of any and all the parties of the JV during the Tendering process and, in the event the JV is awarded the Contract, during contract execution.

4.3 A Tenderer, and all parties constituting the Tenderer including sub-contractors, shall have the nationality of an eligible country, in accordance with Section 5, Eligible Countries. A Tenderer shall be deemed to have the nationality of a country if the Tenderer is a citizen or is constituted, incorporated, or registered and operates in conformity with the provisions of the laws of that country. This criterion shall also apply to the determination of the nationality of proposed subcontractors for any part of the Contract including related services.

4.4 A Tenderer shall not have a conflict of interest. All Tenderers found to be in conflict of interest shall be disqualified. A Tenderer may be considered to have a conflict of interest with one or more parties in this Tendering process, if they:

(a) have controlling shareholders in common; or

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(b) receive or have received any direct or indirect benefit from any of parties in the tendering process; or

(c) have a relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the Tender of another Tenderer, or influence the decisions of the Procuring entity regarding this Tendering process; or

(d) submit more than one Tender in this Tendering process, except for alternative offers permitted under ITT Clause 13. However, this does not limit the participation of subcontractors in more than one Tender, or as Tenderers and subcontractors simultaneously: or

(e) participated as a consultant in the preparation of the design or technical specifications of the Goods and related services that are the subject of the Tender.

4.5 A firm that is under a declaration of suspension by the Agency in accordance with ITT Clause 3.5, at the date of the deadline for Tender submission or thereafter before contract signature, shall be disqualified.

4.6 Government-owned enterprises shall be eligible only if they can establish that they are legally and financially autonomous and operate under commercial law.

4.7 Tenderers shall provide such evidence of their continued eligibility satisfactory to the Procuring Entity, as the Procuring Entity shall reasonably request.

5. Eligible Goods and Related Services

5.1 All Goods and related Services to be supplied under the Contract shall have as their country of origin an eligible country in accordance with Section 5, Eligible Countries.

5.2 For purposes of this Clause, the term "Goods" means goods, raw materials, products, livestock, assets, land, equipment or objects of any kind and description in solid, liquid or gaseous form, or in the form of electricity, or intellectual and proprietary rights as well as works or services incidental to the provision of such Goods where the value of such works or services does not exceed the value of the Goods.

5.3 The term "country of origin" means the country where the Goods have been mined, grown, cultivated, produced, manufactured, or processed, or through manufacture, processing, or assembly, another commercially recognised article results that differs substantially in its basic characteristics from its imported components.

5.4 The nationality of the Provider that produces, assembles, distributes, or sells the Goods shall not determine their origin.

5.5 If so, required in the TDS, the Tenderer shall demonstrate that it has been duly authorised by the Manufacturer of the Goods to supply, in the Kingdom of Eswatini, the Goods indicated in its Tender.

B. Tendering Document

6. Contents of Tendering Document

6.1 The Tendering Document consists of Parts 1, 2, and 3, which include all the Sections indicated below, and should be read in conjunction with any addenda issued in accordance with ITT Clause 8.

PART 1 Tendering Procedures

- Section 1. Instructions to Tenderers (ITT)
- Section 2. Tender Data Sheet (TDS)
- Section 3. Evaluation Methodology and Criteria
- Section 4. Tendering Forms
- Section 5. Eligible Countries

PART 2 Statement of Requirements

- Section 6. Statement of Requirements

PART 3 Contract

- Section 7. General Conditions of Contract (GCC) for the Procurement of Goods
- Section 8. Special Conditions of Contract (SCC)
- Section 9. Contract Forms

7. Clarification of Tendering Document

A prospective Tenderer requiring any clarification of the Tendering Document shall contact the Procuring Entity in writing at the Procuring Entity's address indicated in the TDS. The Procuring Entity will respond in writing to any request for clarification, provided that such request is received no later than the date indicated in the TDS. The Procuring Entity shall forward copies of its response to all Tenderers who have acquired the Tendering Document, including a description of the inquiry but without identifying its source. Should the Procuring Entity deem it necessary to amend the Tendering Document as a result of a clarification, it shall do so following the procedure under ITT Clause 8 and Sub-Clause 24.2.

8. Amendment of Tendering Document

8.1 At any time prior to the deadline for submission of Tenders, the Procuring entity may amend the Tendering Document by issuing addenda.

8.2 Any addendum issued shall be part of the Tendering Document and shall be communicated in writing to all who have obtained the Tendering Document directly from the Procuring entity.

8.3 To give prospective Tenderers reasonable time in which to take an addendum into account in preparing their Tenders, the Procuring entity may, at its discretion, extend the deadline for the submission of Tenders, pursuant to ITT Sub-Clause 24.2.

C. Preparation of Tenders

9. Cost of Tendering

9.1 The Tenderer shall bear all costs associated with the preparation and submission of its Tender, and the Procuring entity shall not be responsible or liable for those costs, regardless of the conduct or outcome of the Tendering process.

10. Language of Tender and Communications

10.1 The medium of communication shall be in writing.

10.2 The Tender, as well as all correspondence and documents relating to the Tender exchanged by the Tenderer and the Procuring Entity, shall be written in the language specified in the TDS.

10.3 Supporting documents and printed literature that are part of the Tender may be in another language provided they are accompanied by an accurate translation of the relevant passages in the language specified in the TDS, in which case, for purposes of interpretation of the Tender, such translation shall govern.

11. Documents Comprising the Tender

The Tender shall comprise the following:

(a) the Tender Submission Sheet and the applicable Price Schedules, in accordance with ITT Clauses 12, 14, and 15;

(b) a Tender Security or a Tender Securing Declaration, in accordance with ITT Clause 21;

(c) written confirmation authorising the signatory of the Tender to commit the Tenderer, in accordance with ITT Clause 22;

(d) documentary evidence in accordance with ITT Clause 16 establishing the Tenderer's eligibility to Tender;

(e) documentary evidence in accordance with ITT Clause 17 establishing that the Goods and Related Services to be supplied by the Tenderer are of eligible origin;

(f) documentary evidence in accordance with ITT Clauses 18 and 30, that the Goods and Related Services conform to the Tendering Documents;

(g) documentary evidence in accordance with ITT Clause 19 establishing the Tenderer's qualifications to perform the contract if its Tender is accepted;

(h) The Code of Ethical Conduct for Tenderers and Providers in accordance with ITT Clause 3.4; and

(i) any other document(s) required in the TDS.

12. Tender Submission Sheet and Price Schedules

12.1 The Tenderer shall submit the Tender Submission Sheet using the form provided in Section 4, Tendering Forms. This form must be completed without any alterations to its format, and no substitutes shall be accepted. All blank spaces shall be filled in with the information requested, which includes:

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(a) the reference of the Tendering Document and the number of each addendum received;

(b) a brief description of the Goods and Related Services offered;

(c) the total Tender price;

(d) any discounts offered and the methodology for their application;

(e) the period of validity of the Tender;

(f) a commitment to submit any Performance Security required and the amount;

(g) a declaration of nationality of the Tenderer;

(h) a commitment to adhere to the Code of Ethical Conduct for Tenderers and Providers;

(i) a declaration that the Tenderer, including all parties comprising the Tenderer, is not participating, as a Tenderer, in more than one Tender in this Tendering process; except for alternative Tenders in accordance with ITT Clause 13;

(j) confirmation that the Tenderer has not been suspended by the Agency;

(k) a declaration on gratuities and commissions; and

(l) Power of attorney or Board resolution on authorised signatory

12.2 The Tenderer shall submit the Price Schedule for Goods and Related Services, using the format provided in Section 4, Tendering Forms. The Price Schedule shall include, as appropriate:

(a) the item number;

(b) a brief description of the Goods or Related Services to be supplied;

(c) their country of origin and percentage of local produced content (where applicable);

(d) the quantity;

(e) the unit prices, with a separate unit price ex-factory and for delivery and incidental costs according to the delivery terms (Incoterms);

(f) customs duties and all taxes paid or payable in Eswatini;

(g) the total price per item;

(h) subtotals and totals per Price Schedule; and

(i) Power of attorney or Board resolution on authorised signatory

13. Alternative Tenders

13.1 Alternative Tenders shall not be permitted.

14. Tender Prices and Discounts

14.1 The prices and discounts quoted by the Tenderer in the Tender Submission Sheet and in the Price Schedules shall conform to the requirements specified below.

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14.2 All items in the Schedule of Supply must be listed and priced separately in the Price Schedules. If a Price Schedule shows items listed but not priced, their prices shall be assumed to be included in the prices of other items. Items not listed in the Price Schedule shall be assumed to be not included in the Tender, and provided that the Tender is substantially responsive, the corresponding adjustment shall be applied in accordance with ITT Sub-Clause 31.3.

14.3 The price to be quoted in the Tender Submission Sheet, in accordance with ITT Sub-Clause 12.1(c), shall be the total price of the Tender, excluding any discounts offered in the event that taxes are not exempt, the price must include any applicable taxes.

14.4 The Tenderer shall quote any unconditional and conditional discounts and the methodology for their application in the Tender Submission Sheet, in accordance with ITT Sub-Clause 12.1(d) and ITT Sub-Clause 14.8 respectively.

14.5 The terms EXW, CIP, and other similar terms shall be governed by the rules prescribed in the edition of Incoterms, published by The International Chamber of Commerce, as specified in the TDS.

14.6 Prices quoted on the Price Schedule for Goods and Related Services, shall be disaggregated, when appropriate as indicated in this sub-clause. This disaggregation shall be solely for the purpose of facilitating the comparison of Tenders by the Procuring entity. This shall not in any way limit the Procuring Entity's right to contract on any of the terms offered:

(a) for Goods;

(i) the price of the Goods, quoted CIP or other Incoterm as specified in the TDS;
(ii) all custom duties, sales tax, and other taxes applicable in Eswatini, paid or payable, on the Goods or on the components and raw materials used in their manufacture or assembly, if the Contract is awarded to the Tenderer; and
(iii) the total price for the item.

(b) for Related Services;

(i) the price of the Related Services;
(ii) all custom duties, sales tax, and other taxes applicable in Eswatini, paid or payable, on the Related Services, if the Contract is awarded to the Tenderer; and
(iii) the total price for the item.

14.7 Prices quoted by the Tenderer shall be fixed during the Tenderer's performance of the Contract and not subject to variation on any account, unless otherwise specified in the TDS. A Tender submitted with an adjustable price quotation shall be treated as non-responsive and shall be rejected, pursuant to ITT Clause 30. However, if in accordance with the TDS, prices quoted by the Tenderer shall be subject to adjustment during the performance of the Contract, a Tender submitted with a fixed price quotation shall not be rejected, but the price adjustment shall be treated as zero.

14.8 If so, indicated in ITT Sub-Clause 1.1, Tenders are being invited for individual contracts (lots) or for any combination of contracts (packages). Tenderers wishing to offer any price reduction for the award of more than one Contract shall specify in their Tender the price reductions applicable to each package, or alternatively, to individual Contracts within the package. Price reductions or discounts shall be

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submitted in accordance with ITT Sub-Clause 14.4, provided the Tenders for all lots are submitted and opened at the same time.

15. Currencies of Tender

15.1 Tender prices shall be quoted in the following currencies:

(a) for Goods and Related Services originating in Eswatini, the Tender prices shall be quoted in the currency of Eswatini (Lilangeni), unless otherwise specified in the TDS; and

(b) for Goods and Related Services originating outside Eswatini, or for imported parts or components of Goods and Related Services originating outside Eswatini, the Tender prices shall be quoted in the currency of the expense or in the currency of the Tenderer's country unless otherwise specified in the TDS.

15.2 Alternatively, the Procuring entity may request that prices quoted be expressed in the currency specified in the TDS. If the Tenderer wishes to be paid in a currency or a combination of currencies different from the one in which it was requested to express its quotation, it shall as part of its offer:

(a) indicate its requirement to be paid in other currencies, including the amount in each currency or the percentage of the quoted price corresponding to each currency;

(b) justify, to the Procuring entity's satisfaction, the requirement to be paid in the currencies requested; and

(c) utilize the rate of exchange specified by the Procuring entity to express its offer in the currency required by the Procuring entity. The source, date, and type of exchange rate to be used is indicated in the TDS, in accordance with ITT Clause 34, and shall not precede the Tender submission deadline by less than twenty-one (21) days. Should this date be a non-working day, the selling exchange rate on the date prior to this non-working day shall be used for currency conversion or as otherwise specified in the TDS.

16. Documents Establishing the Eligibility of the Tenderer

To establish their eligibility in accordance with ITT Clause 4, Tenderers shall complete the eligibility declarations in the Tender Submission Sheet, included in Section 4, Tendering Forms and submit the documents required in Section 3 Evaluation Methodology and Criteria.

17. Documents Establishing the Eligibility of Goods

17.1 To establish the eligibility of the Goods and Related Services, in accordance with ITT Clause 5, Tenderers shall complete the country-of-origin declarations in the Price Schedule included in Section 4, Tendering Forms.

18. Documents Establishing the Conformity of the Goods

18.1 To establish the conformity of the Goods and Related Services to the Tendering Documents, the Tenderer shall provide as part of its Tender the documentary evidence specified in Section 6, Statement of Requirements.

18.2 The documentary evidence may be in the form of literature, drawings or data, and shall consist of a detailed description of the essential technical and performance characteristics of the Goods and Related Services, demonstrating substantial

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responsiveness of the Goods and Related Services to those requirements, and if applicable, a statement of deviations and exceptions to the provisions of the Statement of Requirements.

18.3 If so, stated in the TDS Tenderers may be required to submit representative samples of the Goods being offered and/or be requested to demonstrate the operation of the Goods to the Procuring entity.

18.4 Standards for workmanship, process, material, and equipment, as well as references to brand names or catalogue numbers specified by the Procuring entity in the Statement of Requirement, are intended to be descriptive only and not restrictive. The Tenderer may offer other standards of quality, brand names, and/or catalogue numbers, provided that it demonstrates, to the Procuring entity's satisfaction, that the substitutions ensure substantial equivalence or are superior to those specified in the Statement of Requirement.

19. Documents Establishing the Qualifications of the Tenderer

To establish its qualifications to perform the Contract, the Tenderer shall submit the evidence indicated for each qualification criteria specified in Section 3, Evaluation Methodology and Criteria.

20. Period of Validity of Tenders

20.1 Tenders shall remain valid until the date specified in the TDS. A Tender valid for a shorter period shall be rejected by the Procuring entity as non-compliant.

20.2 The Procuring entity will make its best effort to complete the procurement process within this period

20.3 In exceptional circumstances, prior to the expiration of the Tender validity period, the Procuring entity may request Tenderers to extend the period of validity of their Tenders. The request and the responses shall be made in writing. If a Tender Security or a Tender Securing Declaration is requested in accordance with ITT Clause 21, it shall also be extended for a corresponding period. A Tenderer may refuse the request without forfeiting its Tender Security or being liable for suspension in case of a Tender Securing Declaration. A Tenderer granting the request shall not be required or permitted to modify its Tender.

21. Tender Security or Tender Securing Declaration

21.1 The Tenderer shall furnish as part of its Tender, a Tender Security or a Tender-Securing Declaration, if required, as specified in the TDS.

21.2 The Tender Security shall be in the amount specified in the TDS and denominated in the currency of Eswatini or a freely convertible currency, and shall:

a) at the Tenderer's option, be in the form of either a letter of credit, or a bank guarantee, or Bank draft or Cashier's Check from a banking institution;

b) be issued by a reputable financial institution selected by the Tenderer from an eligible country. If the institution issuing the security is located outside Eswatini, it shall have a correspondent financial institution located in Eswatini to make it enforceable;

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c) be substantially in accordance with the form of Tender Security included in Section 4, Tendering Forms;

d) be payable promptly upon written demand by the Procuring entity in case the conditions listed in ITT Clause 21.6 are invoked;

e) be submitted in its original form - copies will not be accepted.

21.3 The Tender Security or Tender Securing Declaration shall be submitted using the appropriate form included in Section 4, Tendering Forms and shall remain valid until the date specified in the TDS.

21.4 Any Tender not accompanied by a substantially responsive Tender Security or Tender Securing Declaration, if one is required in accordance with ITT Sub-Clause 21.1, shall be rejected by the Procuring entity as non-compliant.

21.5 The Tender Security or Tender Securing Declaration of all Tenderers shall be returned as promptly as possible once the successful Tenderer has signed the Contract and provided the required Performance Security where applicable or upon request by the unsuccessful Tenderer after publication of the notice of best evaluated Tenderer.

21.6 If a Tenderer withdraws its Tender during the period of Tender validity specified by the Tenderer on the Tender Submission Sheet, except as provided in ITT Sub-Clause 20.2; or

If the successful Tenderer fails to:

(i) sign the Contract in accordance with ITT Clause 42;

(ii) furnish any Performance Security in accordance with ITT Clause 44; or

(iii) accept the correction of its Tender price pursuant to ITT Sub-Clause 31.5.

Tender Security may be forfeited, or Tender Securing Declaration executed.

22. Format and Signing of Tender

22.1 The Tenderer shall prepare one original of the documents comprising the Tender as described in ITT Clause 11 and clearly mark it "ORIGINAL." In addition, the Tenderer shall submit copies of the Tender, in the number specified in the TDS and clearly mark each of them "COPY." In the event of any discrepancy between the original and the copies, the original shall prevail.

22.2 The original and all copies of the Tender shall be typed or written in indelible ink and shall be signed by a person duly authorised to sign on behalf of the Tenderer. This authorisation shall consist of a Power of Attorney which if signed in Eswatini shall be registered and if signed outside Eswatini, shall be notarized and shall be attached to the Tender. The name and position held by each person signing the authorisation must be typed or printed below the signature. All pages of the Tender, except for unamended printed literature, shall be signed or initialled by the person signing the Tender.

22.3 Any interlineations, erasures, or overwriting shall be valid only if they are signed or initialled by the person signing the Tender.

D. Submission and Opening of Tenders

23. Sealing and Marking of Tenders

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23.1 The Tenderer shall enclose the original and each copy of the Tender, in separate sealed envelopes, duly marking the envelopes as "ORIGINAL" and "COPY." These envelopes containing the original and the copies shall then be enclosed in one single plain envelope securely sealed in such a manner that opening and resealing cannot be achieved undetected.

23.2 The inner and outer envelopes shall:

(a) bear the name and address of the Tenderer;

(b) be addressed to the Procuring entity in accordance with ITT Sub-Clause 24.1;

(c) bear the Procurement Reference number of this Tendering process; and

(d) bear a warning not to open before the time and date for Tender opening, in accordance with ITT Sub-Clause 27.1.

23.3 If all envelopes are not sealed and marked as required, the Procuring entity will assume no responsibility for the misplacement or premature opening of the Tender.

24. Deadline for Submission of Tenders

24.1 Tenders must be received by the Procuring entity at the address and no later than the date and time indicated in the TDS.

24.2 The Procuring entity may, at its discretion, extend the deadline for the submission of Tenders by amending the Tendering Documents in accordance with ITT Clause 8, in which case all rights and obligations of the Procuring entity and Tenderers previously subject to the deadline shall thereafter be subject to the deadline as extended.

25. Late Tenders

The Procuring entity shall not consider any Tender that arrives after the deadline for submission of Tenders, in accordance with ITT Clause 24. Any Tender received by the Procuring entity after the deadline for submission of Tenders shall be declared late, rejected, and returned unopened to the Tenderer.

26. Withdrawal and Replacement of Tenders

26.1 A Tenderer may withdraw or replace its Tender after it has been submitted at any time before the deadline for submission of Tenders by sending a written notice, duly signed by an authorised representative, which shall include a copy of the authorisation in accordance with ITT Sub-Clause 22.2. Any corresponding replacement of the Tender must accompany the respective written notice. All notices must be:

(a) submitted in accordance with ITT Clauses 22 and 23 (except that withdrawals notices do not require copies), and in addition, the respective envelopes shall be clearly marked "WITHDRAWAL," or "REPLACEMENT," and

(b) received by the Procuring entity prior to the deadline prescribed for submission of Tenders, in accordance with ITT Clause 24.

26.2 Tenders requested to be withdrawn in accordance with ITT Sub-Clause 26.1 shall be returned unopened to the Tenderer.

26.3 No Tender may be withdrawn or replaced in the interval between the deadline for submission of Tenders and the expiration of the period of Tender validity specified by the Tenderer on the Tender Submission Sheet or any extension thereof.

26.4 Tenders may only be modified by withdrawal of the original Tender and submission of a replacement Tender in accordance with ITT Sub-Clause 26.1. Modifications submitted in any other way shall not be taken into account in the evaluation of Tenders.

27. Tender Opening

27.1 The Procuring entity shall conduct the Tender opening in the presence of Tenderers` designated representatives who choose to attend, at the address, date and time specified in the TDS.

27.2 First, envelopes marked "WITHDRAWAL" shall be opened and read out and the envelope with the corresponding Tender shall not be opened but returned to the Tenderer. No Tender withdrawal shall be permitted unless the corresponding withdrawal notice contains a valid authorisation to request the withdrawal and is read out at the Tender opening.

All other envelopes including those marked "REPLACEMENT" shall be opened and the relevant details read out. Replacement Tenders shall be recorded as such on the record of the Tender opening.

Only envelopes that are opened and read out at the Tender opening shall be considered further.

27.3 All other envelopes shall be opened one at a time, reading out: the name of the Tenderer; the Tender price, per lot where applicable, including any discounts; the presence of a Tender Security or Tender Securing Declaration, if required; and any other details that the Procuring entity may consider appropriate. Only discounts and alternative offers read out at the Tender opening shall be considered for evaluation. No Tender shall be rejected at the Tender opening except for late Tenders, in accordance with ITT Sub-Clause 25.1.

27.4 The Procuring entity shall prepare a record of the Tender opening that shall include, as a minimum: the name of the Tenderer and whether there is a withdrawal and/or replacement; the Tender price, per lot if applicable, including any discounts; and the presence or absence of a Tender Security Tender Securing Declaration, if one was required. The Tenderers' representatives who are present shall be requested to sign the record. The omission of a Tenderer's signature on the record shall not invalidate the contents and effect of the record.

E. Evaluation of Tenders

28. Confidentiality

28.1 Information relating to the examination, evaluation, comparison, and post-qualification of Tenders, and recommendation of contract award, shall not be disclosed to Tenderers or any other persons not officially concerned with such process until information detailing the Best Evaluated Tenderer is communicated to all Tenderers.

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28.2 Any effort by a Tenderer to influence the Procuring entity in the examination, evaluation, comparison, and post-qualification of the Tenders or contract award decisions may result in the rejection of its Tender.

28.3 Notwithstanding ITT Sub-Clause 28.2, from the time of Tender opening to the time of Contract award, if any Tenderer wishes to contact the Procuring entity on any matter related to the Tendering process, it should do so in writing.

29. Clarification of Tenders

To assist in the examination, evaluation, comparison and post-qualification of the Tenders, the Procuring entity may, at its discretion, ask any Tenderer for a clarification of its Tender. Any clarification submitted by a Tenderer that is not in response to a request by the Procuring entity shall not be considered. The Procuring entity's request for clarification and the response shall be in writing. All requests for clarification and responses shall be copied to all Tenderers for information purposes. No change in the prices or substance of the Tender shall be sought, offered, or permitted, except to confirm the correction of arithmetic errors discovered by the Procuring entity in the evaluation of the Tenders, in accordance with ITT Clause 31.4.

30. Compliance and Responsiveness of Tenders

30.1 The Procuring entity's determination of a Tender's compliance and responsiveness is to be based on the contents of the Tender itself.

30.2 A substantially compliant and responsive Tender is one that conforms to all the terms, conditions, and specifications of the Tendering Documents without material non-conformity, reservation, or omission. A material non-conformity is a deviation that-

(a) affects in a substantial way, the scope or quality of the Goods or services or the performance of the works to be procured;

(b) is inconsistent with the Tendering document and which may in a substantial way, limit the rights of the procuring entity or the obligations of the Tenderer under the contract;

(c) if corrected would unfairly affect the competitive position of the other Tenderers whose Tenders are administratively compliant and responsive; or

(d) impacts the key factors of a procurement including cost, risk, time and quality and causes -

(i) unacceptable time schedules, where it is stated in the Tendering document that time is of the essence;
(ii) unacceptable alternative technical details, such as design, materials, workmanship, specifications, standards or methodologies; or
(iii) unacceptable counter-Tenders with respect to key contract terms and conditions, such as payment terms, price adjustment, liquidated damages, sub-contracting or warranty.

30.3 If a Tender is not substantially compliant and responsive to the Tendering Document, it shall be rejected by the Procuring entity and may not subsequently be made compliant and responsive by the Tenderer by correction of the material non-conformity, reservation, or omission.

31. Nonconformities, Errors, and Omissions

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31.1 Provided that a Tender is substantially compliant and responsive, the Procuring entity may waive any non-conformity or omissions in the Tender that does not constitute a material non-conformity.

31.2 Provided that a Tender is substantially compliant and responsive, the Procuring entity may request that the Tenderer submit the necessary information or documentation, within a reasonable period of time, to rectify nonmaterial nonconformities or omissions in the Tender related to documentation requirements. Such omission shall not be related to any aspect of the price of the Tender. Failure of the Tenderer to comply with the request may result in the rejection of its Tender.

31.3 Provided that a Tender is substantially compliant and responsive, the Procuring entity shall rectify nonmaterial nonconformities or omissions. To this effect, the Tender price shall be adjusted, for comparison purposes only, to reflect the price of the missing or non-conforming item or component. The cost of any missing items will be added to the Tender price using the highest price from other Tenders submitted.

31.4 Provided that the Tender is substantially compliant and responsive, the Procuring entity shall correct arithmetic errors on the following basis:

(a) if there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected, unless in the opinion of the Procuring entity there is an obvious misplacement of the decimal point in the unit price, in which case the total price as quoted shall govern and the unit price shall be corrected;

(b) if there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail, and the total shall be corrected; and

(c) if there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject to (a) and (b) above.

31.5 If the Tenderer that submitted the best evaluated Tender does not accept the correction of errors, its Tender shall be rejected, and its Tender Security may be forfeited, or Tender Securing Declaration executed.

32. Preliminary Examination of Tenders – Eligibility and Administrative Compliance

32.1 The Procuring entity shall examine the legal documentation and other information submitted by Tenderers to verify the eligibility of Tenderers and Goods and related services in accordance with ITT Clauses 4 and 5.

32.2 If after the examination of eligibility, the Procuring entity determines that the Tenderer, the Goods and/or the related Services are not eligible, it shall reject the Tender.

32.3 The Procuring entity shall examine the Tenders to confirm that all documents and technical documentation requested in ITT Clause 11 have been provided, and to determine the completeness of each document submitted.

32.4 The Procuring entity shall confirm that the following documents and information have been provided in the Tender. If any of these documents or information is missing, the offer shall be rejected.

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(a) the Tender Submission Sheet, including:

(i) a brief description of the Goods and Related Services offered;

(ii) the price of the Tender; and

(iii) the validity date of the Tender;

(b) the Price Schedule;

(c) written confirmation of authorisation to commit the Tenderer, i.e. power of attorney; and

(d) a Tender Security or Tender Securing Declaration, if applicable.

32.5 Eligibility and administrative compliance shall be determined on a pass or fail basis and a tender which is not eligible or administratively compliant shall be rejected at the preliminary stage of evaluation.

33. Detailed Commercial and Technical Evaluation

33.1 The Procuring entity shall examine the Tender to confirm that all terms and conditions specified in the GCC and the SCC have been accepted by the Tenderer without any material non-conformity or reservation.

33.2 If, after the examination of the terms and conditions, the Procuring entity determines that the Tender is not substantially responsive in accordance with ITT Clause 30, it shall reject the Tender.

33.3 The Procuring entity shall evaluate the technical aspects of the Tender submitted in accordance with ITT Clause 18, to confirm that all requirements specified in Section 6, Statement of Requirements of the Tendering Document have been met without any material non-conformity or reservation.

33.4 If, after the technical evaluation, the Procuring entity determines that the Tender is not substantially compliant in accordance with ITT Clause 30, it shall reject the Tender.

34. Conversion to Single Currency

For evaluation and comparison purposes, the Procuring entity shall convert all Tender prices expressed in amounts in various currencies into a single currency. The exchange rate shall be the prevailing Central Bank of Eswatini exchange rate and shall not precede the tender submission deadline by less than twenty-one (21) days. Should this date be non-working day, the selling exchange rate on the date prior to this non-working day shall be used for currency conversion or as otherwise specified in the TDS.

35. Margin of Preference for international tenders

35.1 Unless otherwise specified in the TDS, a margin of preference shall apply. Where a Margin of Preference applies, its application and detail shall be specified in Section 3, Evaluation Methodology and Criteria.

35.2 For the purpose of granting a margin of domestic preference, Tenders will be classified in two groups, as follows:

(a) Group A: Swati Company participating alone in the tender *[In accordance with Regulation 12(2) of the Procurement Regulations, 2020]*

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(b) Group B: Foreign Company sub-contracting or partnering with Swati company *[In accordance with Regulation 12(5) of the Procurement Regulations, 2020]*

(c) Group C: Foreign company using locally manufactured goods or by Swati agents or nationals.

[In accordance with Regulation 12(5) of the Procurement Regulations, 2020]

36. Financial evaluation of Tenders

36.1 The Procuring entity shall financially evaluate each Tender that has been determined, up to this stage of the evaluation, to be substantially compliant and responsive.

36.2 To financially evaluate a Tender, the Procuring entity shall only use the criteria and methodologies defined in this Clause and in Section 3, Evaluation Methodology and Criteria. No other criteria or methodology shall be permitted.

36.3 The Procuring entity's financial evaluation of Tenders may require the consideration of factors other than costs, in addition to the Tender price quoted in accordance with ITT Clause 14. These factors may be related to the characteristics, performance, and terms and conditions of purchase of the Goods and Related Services. The factors selected, if any, shall be expressed in monetary terms to facilitate comparison of Tenders, unless otherwise specified in Section 3, Evaluation Methodology and Criteria. The factors to be used and the methodology of application shall be indicated of Section 3, Evaluation Methodology and Criteria.

36.4 To financially compare Tenders, the Procuring entity shall:

(a) determine the Tender price, taking into account the costs listed of Section 3, Evaluation Methodology and Criteria;

(b) correct any arithmetic errors in accordance with ITT Sub-Clause 31.4;

(c) apply any unconditional discounts offered in accordance with ITT Sub-Clause 12.1(d);

(d) make adjustments for any nonmaterial nonconformities and omissions in accordance with ITT Sub-Clause 31.3;

(e) apply any non-cost factors in accordance with ITT Sub-Clause 36.3;

(f) convert all Tenders to a single currency in accordance with ITT Clause 34;

(g) apply any margin of preference in accordance with ITT Clause 35;

(h) determine the total evaluated price of each Tender.

37. Determination of Best Evaluated Tender(s)

The Procuring entity shall compare all substantially compliant and responsive Tenders to determine the best evaluated Tender or Tenders, in accordance with Section 3, Evaluation Methodology and Criteria.

38. Post-qualification of the Tenderer

38.1 The Procuring entity shall determine to its satisfaction whether the Tenderer that is selected as having submitted the best evaluated Tender is qualified to perform the Contract satisfactorily. Where appropriate, details of post-qualification shall be stated in the TDS.

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38.2 The determination shall be based upon an examination of the documentary evidence of the Tenderer's qualifications submitted by the Tenderer, pursuant to ITT Clause 19, to clarifications in accordance with ITT Clause 29 and the qualification criteria indicated in Section 3, Evaluation Methodology and Criteria. Factors not included in Section 3 shall not be used in the evaluation of the Tenderer's qualification.

38.3 An affirmative determination shall be a prerequisite for award of the Contract to the Tenderer. A negative determination shall result in disqualification of the Tender, in which event the Procuring entity shall proceed to the next best evaluated Tender to make a similar determination of that Tenderer's capabilities to perform satisfactorily.

38.4 If pre-qualification has been conducted, no post-qualification will be conducted but pre-qualification information shall be verified.

39. Negotiations

Negotiations are prohibited under this procedure.

F. Award of Contract

40. Award Procedure and Notice of Intention to award

40.1 The Procuring Entity shall issue a Notice of Intention to Award of Tender within 5 working days after the decision of the relevant approval's authority to award a contract, issue the Notice to all Tenderers and to the Agency for publication on its website.

40.2 No contract shall be signed within period of ten (10) working days after the date of display of the best evaluated Tenderer notice.

40.3 The Procuring entity shall award the Contract to the Tenderer whose offer has been determined to be the best evaluated Tender, provided that the Tenderer is determined to be qualified to perform the Contract satisfactorily.

41. Procuring entity's Right to Accept or Reject Any or All Tenders

The Procuring entity reserves the right to accept or reject any Tender, and to annul the Tendering process and reject all Tenders at any time prior to contract signature and issue by the Procuring entity, without thereby incurring any liability to Tenderers, subject to adherence to Regulation 26 and 27 of the Public Procurement Regulations 2020.

42. Procuring entity's Right to Vary Quantities at Time of Award

42.1 At the time the Contract is awarded, the Procuring entity reserves the right to increase or decrease the quantity of Goods and Related Services originally specified in Section 6, Statement of Requirements, provided this does not exceed the percentages indicated in the TDS which shall not be more than 10 percent, and without any change in the unit prices or other terms and conditions of the Tender and the Tendering Document.

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43. Signing and Effectiveness of Contract

43.1 On expiry of the ten (10) working days period after the issuance of the letter of appointment/ letter of award the Procuring entity shall sign a contract with the successful Tenderer.

43.2 Failure by the successful Tenderer to sign the contract shall constitute sufficient ground for annulment of the contract award.

43.3 Effectiveness of the contract shall be subject to submission of a satisfactory Performance Security where applicable, and any other conditions specified in the Contract.

44. Debriefing

The Tenderer shall be provided with information on the reasons for the failure of its Tender after the notice of Intention to Award has been issued. The Procuring Entity shall give the tenderer a written debrief.

45. Performance Security

45.1 Within twenty-one (21) days of signing of the contract, the successful Tenderer shall where applicable, furnish to the Procuring entity a Performance Security in the amount stipulated in the SCC and in the form of on demand Bank Guarantee as stipulated in Section 9, denominated in the type and proportions of currencies of the Contract. The performance security shall be issued by a Bank located in Eswatini or a foreign Bank through correspondence with a Bank located in Eswatini. On demand insurance bonds with proof of re-insurance, in the format included in Section 9 (contract forms) can be accepted.

46. Advance Payment and Security

46.1 If so, stated in the TDS, the Employer will provide an Advance Payment on the Contract Price, subject to a maximum amount, as stated in the TDS. This Payment shall be in the same currencies and proportions as the Contract Payment and shall be made in accordance with the GCC.

46.2 Unless otherwise specified in the contract, any advance payment shall only be made against the provision by the contractor/supplier of an advance payment guarantee, covering the full amount of the advance payment. The advance payment guarantee shall be issued by a Bank located in Eswatini or a foreign Bank through correspondence with a Bank located in Eswatini. On demand insurance bonds with proof of re-insurance, in the format included in Section 9 (contract forms) can be accepted.

47. Procurement Related Complaints and Administrative Review

47.1 The procedures for making a Procurement-related Complaint are as specified in the-TDS

48. Abnormal Low and Abnormally High Prices

48.1 Abnormally Low Prices

48.1.1 An Abnormally Low Price is one where the financial price, in combination with other constituent elements of the Tender, appears unreasonably low to the extent that the price raises material concerns with the Procuring Entity as to the capability of the

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Tenderer to perform the Contract for the offered price.

48.1.2 In the event of identification of a potentially Abnormally Low Price by the evaluation committee, the Procuring Entity shall seek written clarification from the firm, including a detailed price analyses of its price in relation to the subject matter of the contract, scope, delivery schedule, allocation of risks and responsibilities and any other requirements of the Tendering document.

48.1.3 After evaluation of the price analyses, if the Procuring Entity determines that the firm has failed to demonstrate its capability to perform the contract for the offered price, the Procuring Entity shall reject the firm's Tender.

48.2 Abnormally High Prices

48.2.1 An abnormally high price is one where the proposal price, in combination with other constituent elements of the Tender, appears unreasonably too high to the extent that the Procuring Entity is concerned that it (the Procuring Entity) may not be getting value for money or it may be paying too high a price for the contract compared with market prices or that genuine competition between the Tenderers is compromised.

48.2.2 In case of an abnormally high tender price, the Procuring Entity shall make a survey of the market prices, check if the estimated cost of the contract is correct and review the Tendering Document to check if the specifications, scope of work and conditions of contract are contributory to the abnormally high proposals. The Procuring Entity may also seek written clarification from the Tenderer on the reason or the high Tender price. The Procuring Entity shall proceed as follows:

i) If the Tender price is abnormally high based on wrong estimated cost of the contract, the Procuring Entity may accept or not accept the proposal depending on the Procuring Entity's budget considerations.

ii) If specifications, scope of work and/or conditions of contract are contributory to the abnormally high proposal prices, the Procuring Entity shall reject all Tenders and may re-invite for Tenders for the contract based on revised estimates, specifications, scope of work and conditions of contract.

48.2.3 If the Procuring Entity determines that the Tender Price is abnormally too high because genuine competition between Tenderers is compromised (often due to collusion, corruption or other manipulations), the Procuring Entity shall reject all Tenders and shall institute or cause competent Government Agencies to institute an investigation on the cause of the compromise and copy ESPPRA, before re-inviting tenders.

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Section 2: Tender Data Sheet

Instructions to Tenderers Reference	Data relevant to the ITT
A. General	
ITT 1.1	The Procuring entity is: Siteki Town Council
ITT 1.1	The subject of procurement is: The supply and delivery of operational fleet (**Lot 1**-D-cab bakkie, **Lot 2**-Compactor Truck and **Lot 3**-Tractor Loader Backhoe)
ITT 1.1	The Procurement Reference number of the Tendering Document is: Tender 1 of 2026/27
ITT 1.1	The number and identification of lots comprising this Tendering Document is: The minimum and maximum number of Lots a Tenderer may Tender for is: 1
ITT 5.5	The Tenderer ***shall*** be required to include with its Tender, documentation from the Manufacturer of the Goods, that it has been duly authorised to supply, in Eswatini, the Goods indicated in its Tender by submitting the Manufacturers Authorisation Form in Section 4 Tendering Forms.
B. Tendering Document	
ITT 7	For clarification purposes only, the Procuring entity's address is: Attention: Thulie Mahlalela Physical Address: Plot 93 Civic Centre, Siteki Jacaranda Avenue Postal Address: P.O. Box 57, Siteki Electronic mail address: thulie@stkcouncil.co.sz
ITT 7	The Procuring entity will respond to any request for clarification provided that such request is received no later than August 11th, 2026, 12:00 Noon
C. Preparation of Tenders	
ITT 10.2	The language for the Tender is English
ITT 11 (h)	The Tenderer shall submit with its Tender the following additional documents:
ITT 14.5	The Incoterms edition is:
ITT 14.6(a)(i)	For Goods, the Tenderer shall quote prices using the following Incoterms:
ITT 14.7	The prices quoted by the Tenderer shall be:
ITT 15.1(a)	For Goods and Related Services originating in Eswatini the currency of the Tender shall be Emalangeni

Instructions to Tenderers Reference	Data relevant to the ITT
ITT 15.1(b)	For Goods and Related Services originating outside of Eswatini the currency of the Tender shall be: Emalangeni
ITT 18.3	Tenderers ***shall not*** provide a representative sample of the Goods as detailed in Section 6 Statement of Requirements. Tenderers ***shall not*** provide a demonstration of the use of the Goods during the evaluation process.
ITT 20.1	Tenders shall be valid until December 31st, 2026
ITT 21.1	A Tender Security ***shall not*** be required
ITT 22.1	In addition to the original of the Tender document, two copies are required:
D. Submission and Opening of Tenders	
ITT 24.1	For Tender submission purposes only, the Procuring entity's address is: Attention: Siteki Town Council Physical Address: Plot 93 Civic Centre, Jacaranda Avenue Floor/Room number: Town/City: Siteki Country: Eswatini The deadline for Tender submission is **August 19th, 2026** Date and Time (SAST): **12:00 Noon**
ITT 27.1	The Tender opening shall take place at: Physical Address: Plot 93 Civic Centre, Jacaranda Avenue Floor/Room number: Town/City: Siteki Country: Eswatini Date and Time (SAST): August 19th, 2026, Time: 12:05 Noon
E. Evaluation of Tenders	
ITT 34	The currency that shall be used for financial evaluation purposes to convert all Tender prices expressed in various currencies into a single currency is: Emalangeni The source of exchange rate shall be: Central Bank of Eswatini. The date for the exchange rate shall be July 22nd, 2026.
ITT 35.1	A margin of preference ***shall*** apply. If a margin of preference applies, the application methodology shall be as stated in Section 3 Evaluation Methodology and Criteria.

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Instructions to Tenderers Reference	Data relevant to the ITT
ITT 35.2	(a) The margin of preference for firms in Group A shall be: ***[1%]*** (b) The margin of preference for firms in Group B shall be: ***[5%]*** (c) The margin of preference for firms in Group C shall be: ***[5%]***
F. Award of Contract	
ITT 42.1	The maximum percentage by which quantities may be increased is: ***[0%]*** The maximum percentage by which quantities may be decreased is: ***[0%]***
ITT 46.1	The shall be no Advance Payment
ITT 47.1	The procedures for lodging a Procurement-related Complaint shall be regulated by section 46 through 49 of the public procurement Act accessible in the ESPPRA website https://esppra.co.sz If a Tenderer wishes to lodge a Procurement-related Complaint, the Tenderer shall submit its complaint following these procedures, in writing to: **Title/position**: Controlling Officer **Procuring Entity**: Siteki Town Council **Email address**: *sthembile@stkcouncil.co.sz*

Section 3: Evaluation Methodology and Criteria

A Evaluation Methodology

1. Evaluation Methodology Used

The evaluation methodology to be used for the evaluation of Tenders received shall be the Technical Compliance Selection methodology.

2. Summary of Methodology

2.1 The Technical Compliance Selection methodology recommends the lowest priced Tender, which is eligible, compliant, and substantially responsive to the technical and commercial requirements of the Tendering Document, provided that the Tenderer is determined to be qualified to perform the contract satisfactorily.

2.2 The evaluation shall be conducted in three sequential stages –

(a) a preliminary examination to determine the eligibility of Tenderers and the administrative compliance of Tenders received.

(b) a technical evaluation to determine the commercial and technical responsiveness of the eligible and compliant Tenders; and

(c) a financial evaluation to compare costs of the eligible, compliant, responsive Tenders received and determine the best evaluated Tender.

2.3 Failure of a Tender at any stage of the evaluation shall prevent further consideration at the next stage of evaluation. Substantial responsiveness shall be considered a pass.

B Preliminary Examination Criteria

3. Eligibility Criteria

3.1 The eligibility requirements shall be determined for: -

(a) Eligible Tenderers in accordance with ITT Clause 4 and Section 40 of the Public Procurement Act, 2011; and

(b) Eligible Goods and Related Services in accordance with ITT Clause 5.

3.2 The documentation required to provide evidence of eligibility shall be: -

	Eligibility Requirement	Documentary Evidence to be Provided by the Tenderer
(a)	The Tenderer has legal capacity to enter into the contract	A Company Profile Certified copy of an official statement of the Directors, alternative directors, managers and auditors of the company (for Eswatini firms: Form 'J'). Certified copy of an official statement of the annual summary of shares capital and shares (for Eswatini firms: Form 'C'); Certified copy of Trading License Names and contacts of at least three (3) reference customers

		Five Hundred Emalangeni (E500.00) receipt for payment of the tender document or proof of payment Certified copy of proof of Legal Joint Venture (where necessary)
(b)	The Tenderer is not insolvent, in receivership, bankrupt or being wound up, its affairs are not being administered by a court or a judicial officer, its business activities have not been suspended, and it is not the subject of legal proceedings for any of the foregoing	Audited Financial Statements for the past twelve (12) months.
(c)	The Tenderer has fulfilled its obligations to pay taxes	Valid Tax Compliance Certificate issued by Tax Regulator [for Swati companies] or equivalent for foreign companies
(d)	The Tenderer has fulfilled its obligations to social security contributions	Valid ENPF compliance certificate or an official ENPF letter not older than three (3) months [for Swati companies] or equivalent for foreign companies
(e)	The Tenderer adheres to basic labour legislation	Valid Labour compliance certificate [for Swati companies] or equivalent for foreign companies
(f)	The Tenderer does not have a conflict of interest in relation to the procurement requirement	Declaration of conflict of interest
(g)	The Tenderer, or any of its directors or officers, have not been convicted of any criminal offence relating to professional conduct or the making of false statements or misrepresentations as to its qualifications to enter into a procurement contract within a period of five years preceding the commencement of procurement proceedings	Police Clearance certificate for All Partners (not older than three (3) months from the date of submission
(f)	The Tenderer is not subject to suspension in accordance with section 55 [of the Public	Declaration of Eligibility

	Procurement Act, 2011]1, and none of its directors or officers have been involved in a tenderer or supplier currently subject to suspension	

Procuring Entity shall include "or equivalent document" in respect of international tenders and shall indicate the information provided by the corresponding document obtainable from the Eswatini jurisdiction appreciation of foreign bidders to submit corresponding documents.

3.3 A Power of Attorney which if signed in Eswatini shall be registered; or if signed outside Eswatini shall be notarized authorising signature of the Tender on behalf of the Tenderer.

3.4 For a Joint Venture, the documentation in Section 3.2 shall be required for each member of the Joint Venture and the following additional documentation shall be required:

(a) a certified copy of the Joint Venture Agreement or letter of intent to enter into such an agreement, which is legally binding on all partners, showing that:

(i) all partners shall be jointly and severally liable for the execution of the Contract in accordance with the Contract terms;

(ii) one of the partners will be nominated as being in charge, and receive instructions for and on behalf of any and all partners of the joint venture; and

(iii) the execution of the entire Contract, including payment, shall be done exclusively with the partner in charge.

(b) a Power of Attorney from each member of the JV nominating a Representative in the JV and a Power of Attorney from the JV nominating a representative who shall have the authority to conduct all business for and on behalf of any and all the parties of the JV during the Tendering process and, in the event the JV is awarded the Contract, during contract execution.

4. Administrative Compliance Criteria

The evaluation of Administrative Compliance shall be conducted in accordance with ITT Sub-Clauses 32.3 and 32.4.

C Technical Evaluation Criteria

5. Commercial Criteria

The commercial responsiveness of Tenders shall be evaluated in accordance with ITT Clause 33. The criteria shall be:

(a) acceptance of the conditions of the proposed contract.

[1] *Refers to suspension by the Eswatini Public Procurement Regulatory Agency*

(b) inclusion of all cost components required such as installation, training, inspection or proving, commissioning, in addition to the price of the Goods;

i. Technical Acceptability will include a review of items listed under section 9, Table 1.1. **(The Specifications).**

ii. Bidders should include a confirmation of specifications for their offered/quoted vehicle.

iii. The offer should include a description or pamphlet describing the distinct features of the vehicle quoted by the proposed Vendor (Include Photos/drawings).

(c) acceptable delivery schedule.

6. Technical Criteria

6.1 Technical responsiveness shall be evaluated in accordance with ITT Clause 33.3.

6.2 The Statement of Requirements details the minimum technical requirements. Responsiveness is determined by comparison of the specification offered to the specification required in Section 6 and the evaluation is conducted on a pass/fail basis. Substantial responsiveness shall be considered a pass.

D Financial evaluation Criteria

7. Costs to be included in Tender Price

The financial evaluation shall be conducted in accordance with ITT Clause 36. The costs to be included in the Tender price Tender are:

(a) the unit and total delivered price based on the delivery terms requested and the quantity specified in Section 6;

(b) taxes, duties and levies;

8. Non-cost Factors to be included in Evaluated Price

The non-cost factors to be included in the evaluated price are:

(a) Adjustment for deviations in the schedule of payment, if applicable.

(b) Adjustment for deviations in the delivery schedule, if applicable.

9. Margin of Preference

9.1 If the TDS specifies a margin of preference is applicable, for the purpose of Tender comparison, the following procedures will apply:

(a) The Procuring entity will first review the Tenders to confirm the appropriateness of the classification, and to identify the Tender group classification of each based upon Tenderers' declaration of origin.

(b) All evaluated Tenders in each group will then be compared to determine the lowest evaluated Tender of each group. The Tender prices for Tenderers NOT in Group A, Group B and Group C will be increased by the respective percentages of preference as specified in the Tender Data Sheet. *[For Example: (Tender Price of Tenderer Z)- (Tender Price of Tenderer Z x percentage specified in the Tender Data Sheet ITT 35.2]*. After application of the preferences, all the Tenders shall be compared, with the lowest-evaluated Tender determined from this comparison selected for the award.

10. Determination of Best Evaluated Tender or Tenders

10.1 The Tender with the **lowest evaluated price,** from among those which are eligible, compliant and substantially responsive shall be the best evaluated Tender. If this Tendering Document includes more than one lot, the best evaluated Tender shall be determined separately for each lot.

10.2 Notwithstanding paragraph 10.1, if this Tendering Document allows Tenderers to quote different prices for single lots and for the award to a single Tenderer of multiple lots, the Procuring entity shall conduct a further financial evaluation to apply any conditional discounts. The Tender or Tenders offering the lowest priced combination of all the lots shall be the best evaluated Tender or Tenders.

Section 4: Tendering Forms

Table of Forms

Tender Submission Sheet.....37
Price Schedule for Goods and Related Services.....42
Tender Security.....43
Tender-Securing Declaration.....44
Manufacturer's Authorisation.....45

[This Tender Submission Sheet should be on the letterhead of the Tenderer and should be signed by a person with the proper authority to sign documents that are binding on the Tenderer]

Tender Submission Sheet

Date: *[insert date (as day, month and year) of Tender submission]*
Procurement Reference No: *[insert Procurement Reference number]*

To: [*insert complete name of Procuring entity]*

We, the undersigned, declare that:

(a) We have examined and have no reservations to the Tendering Document, including Addenda No.: *[insert the number and issue date of each Addenda]*;

(b) We offer to supply in conformity with the Tendering Document and in accordance with the delivery schedule specified in the Statement of Requirements the following Goods and Related Services *[insert a brief description of the Goods and Related Services. Amend wording and attach relevant details if an alternative delivery schedule is proposed]*;

(c) The total price of our Tender, excluding any discounts offered in item (d) below, is: *[insert the total Tender price in words and figures, indicating the various amounts and the respective currencies]*;

(d) The discounts offered and the methodologies for their application are:

Unconditional discounts. If our Tender is accepted, the following discounts shall apply. *[Specify in detail each discount offered (e.g. amount/percentage) and the specific item of the Statement of Requirements to which it applies.]*

Methodology of application of the unconditional discounts. The discounts shall be applied using the following method: *[Specify precisely the method that shall be used to apply the discounts]*;

Conditional discounts. If our Tenders for more than one lot are accepted, the following discounts shall apply. *[Specify precisely each discount offered (e.g. amount/percentage) and the conditions of the discount.]*

Methodology of application of the conditional discounts. The discounts shall be applied using the following method: *[Specify in detail the method that shall be used to apply the discounts]*;

(e) Our Tender shall be valid until the date specified in ITT Sub-Clause 20.1 and it shall remain binding upon us and may be accepted at any time before that date;

(f) We, including any subcontractors or providers for any part of the contract resulting from this procurement process, are eligible to participate in public procurement in accordance with ITT Clause 4.1

(g) If our Tender is accepted, we commit to obtain a Performance Security in accordance with the Tendering Document in the amount of *[insert amount and currency in words and figures of the performance security]* for the due performance of the Contract;

(h) We, including any subcontractors or Providers for any part of the contract, have nationals from the following eligible countries *[insert the nationality of the Tenderer, including that of all parties that comprise the Tenderer, if the Tenderer is a Joint Venture consortium or association, and the nationality of each subcontractor];*

(i) We undertake to abide by the Code of Ethical Conduct for Tenderers and Providers during the procurement process and the execution of any resulting contract;

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(j) We are not participating, as Tenderers, in more than one Tender in this Tendering process, other than alternative Tenders in accordance with the Tendering Document;

(k) We do not have any conflict of interest and have not participated in the preparation of the original Statement of Requirements for the Procuring entity;

(l) We, our affiliates or subsidiaries, including any subcontractors or Providers for any part of the contract, have not been debarred by the Eswatini Public Procurement Regulatory Agency from participating in public procurement;

(m) The following commissions, gratuities, or fees have been paid or are to be paid with respect to the Tendering process or execution of the Contract: *[insert complete name of each Recipient, their full address, the reason for which each commission or gratuity was paid and the amount and currency of each such commission or gratuity. If none has been paid or is to be paid, indicate "none."]*

Name of Recipient	Address	Reason	Amount & Currency

(o) We understand that you are not bound to accept the lowest Tender or any other Tender that you may receive.

Signed: *[signature of person whose name and capacity are shown below]*

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

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

Duly authorised to sign the Tender for and on behalf of: *[insert complete name of Tenderer]*

Dated on _____ day of _____, _____ *[insert date of signing]*

Declaration of Eligibility

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

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

Re Tender Reference …….

In accordance with the eligibility requirements of the Invitation to Tender documents 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 declare that we adhere to basic labour legislation.

(e) 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

(f) I/We declare that we are eligible to participate in the above-mentioned public procurement tender as per paragraphs (a) – (e) above.

(g) We further declare that we are not Politicians and or Public Officers.

(h) That we do not have a **conflict of interest** in relation to the procurement requirement as defined in the Instructions to Tenderers.

(i) I/We are aware that, where it shall be found that any or all of the below mentioned directors of our Company have provided misleading information in preparing this tender document, the tender will be cancelled, and contracts awarded shall be terminated immediately.

Name_____(In the capacity of) _____

Authorised Representative Signature_____Date_____

Code of Ethical Conduct in Business for Tenderers and Providers

1. Ethical Principles

Tenderers and providers shall at all times-

(a) maintain integrity and independence in their professional judgement and conduct;

(b) comply with both the letter and the spirit of-

i. the laws of Eswatini; and

ii. any contract awarded.

(c) avoid associations with businesses and organisations which are in conflict with this code.

2. Standards

Tenderers and providers shall-

(a) strive to provide works, services and Goods of high quality and accept full responsibility for all works, services or Goods provided;

(b) comply with the professional standards of their industry or of any professional body of which they are members.

3. Conflict of Interest

Tenderers and providers shall not accept contracts which would constitute a conflict of interest with, any prior or current contract with any procuring entity. Tenderers and providers shall disclose to all concerned parties those conflicts of interest that cannot reasonably be avoided or escaped.

4. Confidentiality and Accuracy of Information

(1) Information given by Tenderers and providers in the course of procurement processes, or the performance of contracts shall be true, fair and not designed to mislead.

(2) Providers shall respect the confidentiality of information received in the course of performance of a contract and shall not use such information for personal gain.

5. Gifts and Hospitality

Tenderers and providers shall not offer gifts or hospitality directly or indirectly, to staff of a procuring entity that might be viewed by others as having an influence on a government procurement decision.

6. Inducements

(1) Tenderers and providers shall not offer or give anything of value to influence the action of a public official in the procurement process or in contract execution.

(2)Tenderers and providers shall not ask a public official to do anything which is inconsistent with the Act, Regulations, Guidelines or the Code of Ethical Conduct in Business.

7. Fraudulent Practices

Tenderers and providers shall not-

(a) collude with other businesses and organisations with the intention of depriving a procuring entity of the benefits of free and open competition;

(b) enter into business arrangements that might prevent the effective operation of fair competition.

(c) engage in deceptive financial practices, such as bribery, double billing or other improper financial practices;

(d) misrepresent facts in order to influence a procurement process or the execution of a contract to the detriment of the Procuring entity, or utter false documents.

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(e) unlawfully obtain information relating to a procurement process in order to influence the process or execution of a contract to the detriment of the PE; and
(f) withholding information from the PE during contract execution to the detriment of the PE.

I ..... agree to comply with the above code of ethical conduct in business.

---------- ----------

AUTHORISED SIGNATORY ***NAME OF TENDERER***

[This Price Schedule should be signed by a person with the proper authority to sign documents for the Tenderer. It should be included by the Tenderer in its Tender. The Tenderer may reproduce this in landscape format but is responsible for its accurate reproduction].

Price Schedule for Goods and Related Services

Date: *[insert date (as day, month and year) of Tender submission]*

Procurement Reference No: *[insert Procurement Reference number]*

Name of Tenderer: *[Insert the name of the Tenderer]*

1	*2*	*3*	*4*	*5*	*6*	*7*	*8*	*9*
Item No.	**Goods or Related Services**	**Country of origin**	**Percent of Eswatini origin as a % of the ex-factory price [2]**	**Quantity (No. of units)**	**Unit prices [3]**		**Import Duties, Sales and other taxes per unit [2]**	**Total Price**
					Ex-factory Ex-warehouse	**Delivery and Incidental Costs**		
[insert number of items corresponding to Statement of Requirements]	*[insert brief description name of Goods or Related Services]*	*[insert country of origin of the item]*	*[if the margin of preference applies, insert percentage of Eswatini origin for this item and include the name and address of the production facility separately below]*	*[insert number of units of this item to be purchased]*	*[insert the unit price of this item, in accordance with the Incoterms stated, but excluding all import duties and taxes, paid or payable in Eswatini]*	*[insert the unit price for delivery in accordance with the delivery terms (Incoterms)but excluding all import duties and taxes, paid or payable in Eswatini]*	*[insert all import duties, taxes paid or payable in Eswatini on this item]*	*[insert the total price for this item, which should equate to columns5x (6+7+8]*

Signed: *[signature of person whose name and capacity are shown below]*

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

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

Duly authorised to sign the Tender for and on behalf of: *[insert complete name of Tenderer]*

Dated on _____ day of _____, _____ *[insert date of signing]*

[2] In accordance with margin of preference ITB Clause 35, if applicable

[3] In accordance with ITB Clauses 14 and 15

[This Tender Security should be on the letterhead of the issuing Financial Institution and should be signed by a person with the proper authority to sign the Tender Security. It should be included by the Tenderer in its Tender, if so, indicated in the TDS].

Tender Security

Date: *[insert date (as day, month and year) of Tender submission]*
Procurement Reference No.: *[insert Procurement Reference number]*

To: *[insert complete name of Procuring entity]*

Whereas *[insert complete name of Tenderer]* (hereinafter "the Tenderer") has submitted its Tender dated *[insert date (as day, month and year) of Tender submission]* for Procurement Reference number *[insert Procurement Reference number]* for the supply of *[insert brief description of the Goods and Related Services]*, hereinafter called "the Tender ."

KNOW ALL PEOPLE by these presents that WE *[insert complete name of institution issuing the Tender Security]*, of *[insert city of domicile and country of nationality]* having our registered office at *[insert full address of the issuing institution]* (hereinafter "the Guarantor"), are bound unto *[insert complete name of the Procuring entity]* (hereinafter "the Procuring entity") in the sum of *[specify in words and figures the amount and currency of the Tender security*, for which payment well and truly to be made to the aforementioned Procuring entity, the Guarantor binds itself, its successors or assignees by these presents. Sealed with the Common Seal of this Guarantor this *[insert day in numbers]* day of *[insert month], [insert year]*.

THE CONDITIONS of this obligation are the following:

1. If the Tenderer withdraws its Tender during the period of Tender validity specified by the Tenderer in the Tender Submission Sheet, except as provided in ITT Sub-Clause 21.2; or
2. If the Tenderer, having been notified of the acceptance of its Tender by the Procuring entity, during the period of Tender validity, fails or refuses to:
   (a) sign the Contract in accordance with ITT Clause 42; or
   (b) furnish the Performance Security, in accordance with the ITT Clause 44; or
   (c) accept the correction of its Tender by the Procuring Entity, pursuant to ITT Clause 31;

We undertake to pay the Procuring entity up to the above amount upon receipt of its first written demand, without the Procuring entity having to substantiate its demand, provided that in its demand the Procuring entity states that the amount claimed by it is due to it, owing to the occurrence of one or more of the above conditions, specifying the occurred conditions.

This security shall remain in force up to and including [*Insert date, month and year as per ITT Clause 21.3]* and any demand in respect thereof should be received by the Guarantor no later than the above date.

Signed: *[insert signature of person whose name and capacity are shown below]*

Name: *[insert complete name of person signing the Security]* In the capacity of *[insert legal capacity of person signing the Security]* duly authorised to sign the Security for and on behalf of: *[insert complete name of the Financial Institution]*

Dated on _____ day of _____, _____ [*insert date of signing*]

[Use Tenderer's Letterhead]
[Name of Tenderer]
[Physical Address of Tenderer]

Tender-Securing Declaration

Date: *[insert date (as day, month and year)]*
Subject of procurement and Reference No.: *[insert Procurement Reference Number of Tendering process]*

To: *[insert complete name of Procuring entity]*

I/We, the undersigned, declare that:

1. I/We understand that, according to your conditions, Tenders must be supported by a Tender-Securing Declaration.

2. I/We accept that we may be suspended by the Agency in terms of section 55 read with 56 of the Public Procurement Act, 2011 from being eligible for Tendering in any contract with the Government of The Kingdom of Eswatini, if we are in breach of our obligation(s) under the Tender conditions, because we:

   (a) have withdrawn our Tender during the period of Tender validity specified by us in the Tender Submission Sheet or
   (b) having been notified of the acceptance of our Tender by the Procuring entity during the period of Tender validity fail or refuse to (i) sign the contract, (ii) fail or refuse to furnish the Performance Security in accordance with ITT Clause 43; or (iii) fail or refuse to accept the correction of our Tender by the Procuring entity, pursuant to ITT Clause 31;

3. I/We understand this Tender Securing Declaration shall cease to be valid if I/we are not the successful Tenderer, upon the earlier of (i) the expiry of the notice of best evaluated Tenderer or (ii) upon the expiration of the validity of my/our Tender on the *[insert Tender validity date]*,

Signed: *[insert signature of person whose name and capacity are shown]* In the capacity of *[insert legal capacity of person signing the Tender Securing Declaration]*

Name: *[insert complete name of person signing the Tender Securing Declaration]*

Duly authorized to sign the Tender securing declaration for and on behalf of: *[insert complete name of Tenderer]*

Dated on _____ day of _____, _____ *[insert date of signing]*

Corporate Seal (where appropriate)
*Please delete as appropriate

[This authorization should be on the letterhead of the Manufacturer and should be signed by a person with the proper authority to sign such an authorization. It should be included by the Tenderer in its Tender, if so, indicated in the TDS].

Manufacturer's Authorisation

Date: *[insert date (as day, month and year) of Tender submission]*

Procurement Reference No.: *[insert Procurement Reference Number]*

To: [*insert complete name of Procuring entity]*

WHEREAS *[insert complete name of Manufacturer]*, who are official manufacturers of *[insert type of Goods manufactured]*, having factories at *[insert full address of Manufacturer]*, do hereby authorise *[insert complete name of Tenderer]* to submit a Tender in relation to the Tendering Document indicated above, the purpose of which is to provide the following Goods, manufactured by us *[insert name or brief description of the Goods],* and to subsequently negotiate and sign the Contract.

We hereby extend our full guarantee and warranty in accordance with Clause 29 of the General Conditions of Contract, with respect to the Goods offered by the above firm in reply to the Invitation for Tenders.

Signed: *[signature of person whose name and capacity are shown below]*

Name: *[insert complete name of person signing the Manufacturer's Authorisation]*

In the capacity of *[insert legal capacity of person signing the Manufacturer's Authorisation]*

Duly authorised to sign the Manufacturer's Authorisation for and on behalf of: *[insert complete name of Manufacturer]*

Dated on _____ day of _____, _____ *[insert date of signing]*

Section 5: Eligible Countries

All countries are eligible except countries subject to the following provisions.

A country shall not be eligible if:

(a) as a matter of law or official regulation, the Government of The Kingdom of Eswatini prohibits commercial relations with that country, provided that the Government of The Kingdom of Eswatini is satisfied that such exclusion does not preclude effective competition for the provision of Goods or related services required; or

(b) by an act of compliance with a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations, the Government of The Kingdom of Eswatini prohibits any import of Goods from that country or any payments to persons or entities in that country.

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PART 2 - Statement of Requirements

Section 6: Statement of Requirements

Contents

1. List of Goods and Related Services 48
2. Delivery and Completion Schedule.....54
3. Specification and Compliance Sheet.....55
4. Drawings 56
5. Inspections and Tests 57

1. VEHICLE SPECIFICATION

Procurement Reference Number: TENDER NO. 1 OF 2025/26

Purchase Order Serial Number: _____

[Purchase Order Serial Number to be completed in the event of award of contract only]

[COMPLETE THE CURRENCY OF YOUR TENDER. COMPLETE THE UNIT AND TOTAL PRICES FOR EACH ITEM LISTED BELOW. AUTHORISE THE PRICES QUOTED IN THE SIGNATURE BLOCK BELOW.]

CURRENCY OF QUOTATION: _____

Operational Fleet Specification

- Lot 1 – Supply and delivery of Double Cab Bakkie
- Lot 2 – Supply and delivery of Refuse Compactor Truck
- Lot 3 – Supply and delivery of Tractor Loader Backhoe

Item	Description	Pass/Fail
Lot 1 – Supply and delivery of Double Cab Van		
1. Engine	• Displacement (cc) – range 1898 - 2500 • No. of cylinders – 4 • No. of valves – 16 • Power (kW) @ r/min – 110@3600 • Torque (Nm) @ r/min – 350 @ 1800-2600 • Turbocharged - standard	
2. Fuel Consumption	• Fuel type- diesel • Fuel tank size (min. 70L)	
3. Dimension	• Length – min 5000mm • Width – min 1800mm • Height – min 1800mm • Ground clearance – min. 220mm	
4. Exterior	• Colour – white	
5. Brakes	• Anti-lock braking system ABS – standard • Electronic brake-force distribution (EBD) – standard	
6. Wheels and Tyres	• Tyre size – 225/65/17 • Wheel size/type – 17''x7.0j-33 steel • Spare – standard *(same as above)*	
7. Chassis design	• Suspension – High ride • Shock absorbers – twin tube gas pressured • Towing capacity – 2.1T • Tare mass (kg) – min 1800	
8. Safety Features	• Remote – controlled central lock - standard • Selectable doors unlock - standard • Antitheft alarm system – standard • Seat belts (all seats) • Seatbelt reminder – driver and passenger	

	• Airbags – driver and passenger • Warning triangle (2) • First aid kit	
9. Accessories	• 1.5kg dry chemical powder fire extinguisher • 5 - Seater • Tow bar and tow hook • Side steps • Roller bar • Air conditioner • Water resistant floor mates • Radio – USB/CD/MP3/FM/BT	
10. Warranty and after sale service	• 120 000.00km or 3 years warranty • Service plan and maintenance (Within Eswatini) • Parts availability – turnaround time 7 days max.	
11. Branding	• Council logo on both front doors • Tailgate with – Council name and contact details	

Item	Description	Pass/Fail
Lot 2 – Supply and delivery of Compactor Garbage 8ton Truck		
12. Configuration	• Single axle diff (4x2)	
13. Colour	• White	
14. Engine	• 6-cylinder diesel engine • Turbo charger • Intercooler • Common rail • Water cooled system	
15. Transmission	• 6 or 8 speed manual gearboxes • Hydraulic air assisted • Crawler gear (c)	
16. Suspension	• Multi-leaf spring • Shock absorber-telescopic, hydraulic air or air hydraulic acting type front axle	
17. Gross vehicle mass	• 16 000kg or greater	
18. Tyre size	• 12R22.5 or greater • 1 spare wheel: 12R22.5 or greater	
19. Fuel capacity	• Min. 400l or above	
20. Power output	• Not less than 200kw	
21. Torque	• Min. 950:1050	
22. Final drive ratio	• Between 6.0 – 6.2	
23. Brakes	• Full air with two independent circuits • Exhaust brake system	

	• Asbestos free linings • Park brake • Retarder – standard • Anti-lock brake system	
24. Safety for cab tilting	• Safety lock valves on cab tilting mechanism • Warning light and reverse buzzer • First aid kit	
25. Mirrors	• Left and right rear-view mirrors • Cab mirror • Front view mirror • Blind spot mirror	
26. Visual warning	• Four rotating beacon lights on top of corners	
27. Branding	• Head – doors with Council logo, garbage bin with Council colours stripped lines and logo • Words -council contact details and council name (head front and garbage bin sides)	
28. Garbage Bin	• Capacity (6-8 CBM) • Size (LxWxH) 4900x2050x2150mm or as designation • Thickness sides 4mm, bottom 5mm • Material – Q345 carbon steel • Design – whole unit with leakage proof design	
29. Capacity (bin)	• Recovery water tank – 200L • Filling parts volume – 600L • Filling time – 8 to 10s • Compression cycling time – 30s • Discharging type – push and self-discharging • Discharging time – 30s • Hydraulic system pressure – 16Mpa, 160bar • Control type – electric control with manual control • Platform – 2 side for 2 workers for foot transport • Ways of loading – rear loading • Lifting capacity of turnover mechanism - ≥800kg • Garbage compact ratio = 1/3 –1/4 • Control system – one control panel on the back, one control system in back cabin • Dispensing – equipped with air-tight dustbin, hydraulic system and operating system. Automatic loading, compressing and discharging, all handled by one person. Sewer water collection tank to avoid any pollution during handling.	

30. Accessories (head)	• 6kg dry chemical powder fire extinguisher • Wheel stopper • Floor mates • 2 warning hazard triangles • Protection guards for headlights, beacons and rear lights • Radio – USB/CD/MP3/Bluetooth/FM • Air conditioner • Engine hour meter • PTO hour meter	
31. Warranty	• 2 years anti corrosion • 120 000.00km or 3 years warranty • Service plan and maintenance	
32. After sale service	• Dealership – within Eswatini • Parts availability – turnaround time 7 days max.	

Item	Description	Pass/Fail
Lot 3 – Supply and delivery of Tractor Loader Backhoe (TLB)		
33. Engine	• Model – Power tech 4.5L turbocharged or similar • Gross peak power – min. 70kW(95hp) @ 2000rpm • Net peak power - 69kW(93hp) @ 1970rpm • Net peak torque – 386Nm @ 1300rpm • Net torque rise – 46% • Lubrication – pressure system with spin-on filter and cooler • Air cleaner – dual-stage dry type with safety element and evacuator valve	
34. Cooling	• Suction type cooling fan • Engine coolant rating @ -49deg. C • Engine oil cooler – oil to water	
35. Powertrain	• Transmission – 5 speed, helical-cut, full powershift transmission with hydraulic reverser standard; electrical clutch cutoff on loader lever; auto shift transmission standard • Torque converter – single stage, dual phase with 2.63:1 stall ration, 280mm • Powershift standard transmission – max. travel speed with 16.9-28 rear tires • Axles – axle oscillation, stop to stop, front axle – 22 deg.	

	• Differentials – mechanical – front-wheel-drive axle – limited-slip traction control • Differential-rear axle – foot actuated, hydraulically engaged 100% mechanical lock • Steering – hydrostatic power steering and emergency steering • Brakes-Service – Power assisted, hydraulic wet disc, mounted inboard, self-adjusting and self-equalizing • Brakes-Parking – spring applied, hydraulically released, wet, multi-disc, independent of service brakes with electric switch control	
36. Hydraulics	• Main pump- open center system, tandem gear pump with unloader • Pump flow @ 2200 rpm • Backhoe – 136 L/m • Loader – 106 L/m • System relief pressure, backhoe and loader – 23 993kpa • Controls – Backhoe – 2 liver mechanical standard, pilot controls with pattern select and manual or electrical auxiliary functions optional • Controls – Loader – single lever control with electric clutch cutoff switch standard;	
37. Hydraulic Cylinders	• Heat-treated, chrome-plated, polished rods; hardened steel (replaceable bushings) pivot pins	
38. Electrical	• Voltage – 12 volts • Alternator rating – 145 amp • Lights – halogen, 32 500 candlepower each	
39. Operator station	• Fully enclosed cab, isolation mounted, ROPS/FOPS, left/right access, with moulded roof; optional canopy	
40. Tyres	• Front – 12.5/80-18 R4 (10) • Rear – 16.9L-28 R4 (12)	
41. Capacity	• Fuel tank – min 150L • Hydraulic system – min 125L • Hydraulic reservoir – min 40.0L	
42. Overall dimensions	• Ground clearance – 350mm • Length – 5950mm • Stabilizer spread – 2250mm • Height to top of cab = 2800mm • Length from axle to axle – min. 2160mm	
43. Branding	• Council logo on cab doors sides with contact details	
44. Warranty	• 120 000.00km or 3years warranty • 2-year anti corrosion	

45. After sale service	• Service plan - Dealership – within Eswatini • Parts availability – turnaround time 7 days max.	

Item No	Description of Goods	Quantity	Unit of Measure	Unit Price	Total Price

Other additional costs	
Subtotal	
VAT @ %	
Total	

Enter 0% VAT rate if VAT exempt.

The Delivery and Completion Schedule shall be as specified in the Special Conditions of Contract.

List of Goods and Price Schedule Authorized By:

Signature: _____ Name: _____

Position: _____ Date: _____
(DD/MM/YY)

Authorised for and on behalf of:

Company: _____

2. Delivery and Completion Schedule

The delivery or completion period shall commence from the date of contract signature and effectiveness. Refer to the Incoterm in the GCC26 for the interpretation of the delivery period.

Item number	Brief Description of Goods or Related Services	Delivery/ Completion Period *(days/wks/mths)*	Delivery Point/ Site

3. Specification and Compliance Sheet

Column b states the minimum technical specification of the item(s) required by the Procuring entity.

The Tenderer is to complete column c with the technical specification of the item(s) offered and to state "comply" or "not comply" and give details of the areas of non-compliance.

Column d provides the technical literature of the specification offered.

Item No.	Technical Specification required including applicable standards	Compliance of specification offered	Technical literature on specification offered in column c
a	*b*	*c*	*d*
1			
2			
3			
4			
5			
6			
7			
8			

The detailed technical evaluation will examine the technical specification of the items offered in column c and determine whether this meets the minimum specification in column b. Tenderers must complete column c or the Tender will be rejected. **Tenderers are required to use column d to include technical literature to support the details provided in column c.**

4. Drawings

List of related Drawings		
Drawing number	**Drawing name**	**Purpose**

5. Inspections and Tests

List of Inspections and Tests	
Items subject to Inspection and Tests;	
Type of inspection or tests and the standards to be met;	
Location of the inspection or tests;	
Inspection agency;	
Timing of the inspection;	
Notifications or documentation required from the Tenderer;	
Provision of any samples for inspection;	
Cost of the inspection;	
Arrangements and costs for any re-inspection required;	
Any other relevant details.	

PART 3 - Contract

Section 7: General Conditions of Contract for the Procurement of Goods

Any resulting contract shall be subject to the Government of Eswatini General Conditions of Contract (GCC) for the Procurement of Goods (available on the website – Procuring Entity or ESPPRA) except where modified by the Special Conditions below.

Contract under this procurement shall be a Purchase Order, which shall stipulate the special conditions of contract unless otherwise stated in the solicitation document.

1. DEFINITIONS

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

a) "The Contract" means the agreement entered into between the Procuring Entity and the Supplier, as signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.

b) "The Contract Price" means the price payable to the Suppliers under the Contract for the full and proper performance of its contractual obligations.

c) "The Goods" means all of the equipment, machinery, and / or other materials which the Supplier is required to supply to the Procuring Entity under the Contract.

d) "The Services" Means those services ancillary to the supply of the Goods, such as transportation and insurance, and any other incidental services, such as installation, commissioning, provision of technical assistance, training, and other such obligations of the Supplier covered under the Contract.

e) "The Procuring Entity" means the National Disaster Management Agency, an organization purchasing the Goods.

f) "The Supplier" means the individual or firm supplying the Goods and Services under this Contract.

2. APPLICATION

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

3. STANDARDS

3.1 The Goods supplied under this Contract shall be new, unused and of the latest design and must conform to the highest standards and, when no applicable standard is mentioned, to the authoritative standards appropriate to the Goods' country of origin. Such standards shall be the latest issued by the concerned institution.

4. USE OF CONTRACT DOCUMENTS AND INFORMATION

4.1 The Supplier shall not, without the Procuring Entity's prior written consent, disclose the Contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the Procuring Entity in connection therewith, to any person other than a person employed by the Supplier in the performance of the Contract. Disclosure to any such employed person shall be made in confidence and shall extend only so as may be necessary for purposes of such performance.

4.2 The Supplier shall not, without the Procuring Entity's prior written consent, make use of any document or information enumerated in Clause 4.1 except for purposes of performing the Contract.

4.3 Any document, other than the Contract itself, enumerated in Clause4.1 shall remain the property of the Procuring Entity and shall be returned (in all copies) to the Procuring Entity on completion of the Supplier's performance under the Contract if so, required by the Procuring Entity.

5. PATENT RIGHTS

5.1 The Supplier shall indemnify and hold harmless the Procuring Entity against all third-party claims of infringement of patent, trademark, industrial design, or intellectual property rights arising from use of the Goods or any part thereof.

6. PACKING

6.1 The Supplier shall provide such packing of the Goods as is required to prevent their damage or deterioration during transit to their final destination, as

indicated in the Contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packing case size and weights shall take into consideration, where appropriate, the remoteness of the Goods' final destination and the absence of heavy handling facilities at all points in transit.

6.2 The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the Contract, including additional requirements, if any, specified in any subsequent instructions given by the Procuring Entity.

7. DELIVERY AND DOCUMENTS

7.1 Delivery of the Goods shall be made by the Supplier in accordance with the terms specified in the Schedule of Requirements. The details of shipping and/or other documents to be furnished by the Supplier shall be specified in the Contract.

7.2 For purposes of the Contact, the trade terms used to describe the obligations of the parties shall have the meanings assigned to them by the current edition of Incoterms published by the International Chamber of Commerce, Paris.

8. INSURANCE

8.1 The Goods supplied under the Contract shall be fully insured in a freely convertible currency against loss or damage incidental to manufacture or acquisition, transportation, storage, and delivery in the manner specified in the Contract.

9. TRANSPORTATION

9.1 Where the Supplier is required under the Contract to deliver the Goods FCA, transport of the Goods and delivery into the custody of the carrier at the place named by the Procuring Entity or other agreed point shall be arranged and paid for by the Supplier, and the cost thereof shall be included in the Contract Price.

9.2 Where the Supplier is required under the Contract to deliver the Goods CIP, transport of the Goods to the port of destination or such other named place of destination in Eswatini, as shall be specified in the Contract, shall be arranged

and paid for by the Supplier, and the cost thereof shall be included in the Contract Price.

9.3 Where the Supplier is required under the Contract to transport the Goods to a specified place of destination within Eswatini, defined as the Project Site, transport to such place of destination in Eswatini, including insurance and storage, as shall be specified in the Contract, shall be arranged by the Supplier, and the related costs shall be included in the Contract Price.

10. WARRANTY

10.1 The Supplier warrants that the Goods supplied under the Contract are new, unused, of the most recent or current models and that incorporate all recent improvements in design materials unless provided otherwise in the Contract. The Supplier further warrants that all Goods supplied under this Contract shall have no defect, arising from design, materials, or workmanship (except when the design and/or material is required by the Procuring Entity's specifications) or

from any act or omission of the Supplier that may develop under normal use of the supplied Goods in the conditions prevailing in Eswatini.

10.2 This warranty shall remain valid for twelve (12) months after the Goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the Contract, or for eighteen (18) months after the date of shipment from the port or place of loading in the source country, whichever period concludes earlier, unless specified otherwise in the Special Conditions of Contract.

10.3 The Procuring Entity shall promptly notify the Supplier in writing of any claims arising under this warranty.

10.4 Upon receipt of such notice, the supplier shall, within the period specified and with all reasonable speed, repair or replace the defective Goods or parts thereof, without costs to the Procuring Entity.

10.5 If the Supplier, having been notified, fails to remedy the defect(s) within the period specified in the Special Conditions of Contract, the Procuring Entity may proceed to take such remedial action as may be necessary at the Supplier's risk and expense and without prejudice to any other rights which the Procuring Entity

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may have against the Supplier under Contract.

11. PAYMENT

11.1 The method and conditions of payment to be made to the Supplier under this Contract shall be specified in the Contract document.

11.2 The Supplier's request(s) for payment shall be made to the Procuring Entity in writing, accompanied by an invoice describing, as appropriate, the Goods delivered and Services performed, and upon fulfilment of other obligations stipulated in the Contract.

11.3 Payment shall be made promptly by the Procuring Entity, but in no case later than thirty (30) days after submission of an invoice or claim by the Supplier unless otherwise stated in the Contract.

12. PRICES

12.1 Prices charged by the Supplier for Goods delivered and Services performed under the Contract shall not vary from the prices quoted by the Supplier in its tender.

12.2 All such prices shall be valid and fixed for a period of one (01) year

14. CONTRACT AMENDMENTS

14.1 Subject to Clause 13, no variation in or modification of the terms of the contract shall be made except by written amendment signed by the parties.

15. ASSIGNMENT

15.1 The Supplier may not assign, in whole or in part, its obligation to perform under this Contract except with the Procuring Entity's prior written consent.

16. SUBCONTRACTS

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

17. DELAYS IN THE SUPPLIER'S PERFORMANCE

17.1 Delivery of the goods and performance of services shall be made by the Supplier in accordance with the time schedule prescribed by the Procuring Entity.

17.2 If at any time during performance of the contract, the supplier or its subcontractor(s) should encounter conditions impending timely delivery of the Goods and Performance of Services, the supplier shall promptly notify the Procuring Entity in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of Suppliers' notice, the Procuring Entity shall evaluate the situation and may at its discretion extend the Supplier's time of performance, with or without liquidated damages, in which case the extension shall be ratified by the parties by amendment of the contract.

17.3 Except as provided under Clause 24, a delay by the Supplier in the Performance of its delivery obligations shall render the Supplier liable to the imposition of liquidated damages pursuant to Clause 18, unless an extension of time is agreed upon pursuant to Clause 17.2 without the application of liquidated damages.

18. LIQUIDATED DAMAGES

18.1 Subject to Clause 17, if the Supplier fails to deliver any or all of the Goods or perfume the services within the period(s) specified in the contract, the Procuring Entity shall, without prejudice to its other remedies under the Contract, deduct from the contract price, as liquidated damages, a sum equivalent to the 20%(percent) of the delivery price of the delayed goods or unperformed services for each week or part thereof of delay until actual delivery or performance, up to a maximum deduction of 60% (percent). Once the maximum is reached, the Procuring Entity may consider termination of Contract.

19. TERMINATION FOR DEFAULT

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

a) If the supplier fails to deliver any or all of the goods within the period specified in the contract, or within any extension thereof granted by the procuring entity pursuant to Clause 17; or

b) If the supplier fails to perform any other obligation(s) under the contract.

19.2 In the event the Procuring entity terminates the contract in whole or in part, pursuant to clause 18.1, the Procuring Entity may procure, upon such terms and in manner as it deems appropriate, goods or services similar to those undelivered, and the supplier shall be liable to the procuring Entity for any excess cost for such similar goods or services. However, the supplier shall continue performance of the contract to the extent not terminated.

20. FORCE MAJEURE

20.1 Notwithstanding the provision of Clause 17, 18 and 19, the supplier shall not be liable for liquidated damages or termination for default if and to the extent that it's delays in performance or other failure to perfume its obligation under the contract is the result of Force Majeure.

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

20.3 If a Force Majeure situation arises, the Supplier shall promptly notify the Procuring Entity in writing of such condition and the cause thereof. Unless otherwise directed by the Procuring Entity in writing, the Supplier shall continue to perfume its obligation under the contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the force majeure event.

21. TERMINATION FOR INSOLVENCY

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

22. RESOLUTION OF DISPUTES

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

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

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

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

23. APPLICABLE LAW

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

24. NOTICES

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

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

25. TAXES AND DUTIES

25.1 The Supplier shall be entirely responsible for all taxes, stamp duties, license
fees, and other such levies incurred or imposed until delivery of the contracted

Goods to the Procuring Entity.

Section 8: Special Conditions of Contract

The following Special Conditions of Contract (SCC) shall supplement the General Conditions of Contract (GCC). Whenever there is a conflict, the provisions herein shall prevail over those in the GCC.

GCC clause reference	Special Conditions
	The Procurement Reference Number is: Tender no.1 of 2025/26
GCC 1(g)	The Eligible Countries are those listed in Section 5 of the Tendering Document.
GCC 1(o)	The Site for delivery of the Goods is: Siteki Town Council Office, Jacaranda Road
GCC 2.1(f)	The other documents forming part of the Contract are: N/A
GCC 4.2 (b)	The version of Incoterms shall be:
GCC 5.1	The language shall be: English
GCC 6	The individuals or firms in a joint venture, consortium or association shall be jointly and severally liable.
GCC 8.1	For **notices**, the Procuring entity's address shall be: Attention: Siteki Town Council Physical Address: Lot 93 Siteki Township, Jacaranda Rd Town/City: Siteki Postal Address: P.O. Box 57 Country: Eswatini Telephone: +268 2343 4408 Electronic mail address: thulie@stkcouncil.co.sz For **notices**, the Provider's address shall be: Attention: _____ Physical Address: _____ _____ Town/City: _____ Postal Adress: _____ Country: _____ Telephone: _____ Electronic mail address: _____
GCC 9	The Governing law shall be the law of The Kingdom of Eswatini
GCC 10.2	The formal mechanism for the resolution of disputes shall be the Arbitration. Procuring entity shall discuss with the best evaluated tenderer on or before contracting on the appointment of an arbitrator for the contract.
GCC 12	Date of delivery shall be: _____

GCC clause reference	Special Conditions
	The shipping and other documents to be furnished by the Provider are: _____ The point of delivery shall be: _____
GCC 15.2	The price adjustment shall be: _____
GCC 16.1	The structure of payments shall be: _____
GCC 16.3	The payment period shall be: _____
GCC 16.4	The currency(ies) for payments shall be: _____
GCC 17.1	An advance payment guarantee *shall/shall not* be required. The period of validity of the Advance Payment Guarantee shall be: _____
GCC 18.1	The Provider shall be responsible for all taxes, import duties and levies imposed on the Provider except for the following: _____
GCC 18.2	The Procuring entity shall be responsible for all taxes, import duties and levies imposed by law in Eswatini on the Goods except for the following:
GCC 24.2	The packing, marking and documentation within and outside the packages shall be: _____
GCC 25	The insurance coverage shall not be required: Where insurance coverage is required, the Goods shall be insured 110% of the total contract value.
GCC 26	The INCOTERMS shall be: _____
GCC 28	Liquidated Damages shall/shall not apply. The liquidated damage shall be: _____% (per day/week) The maximum amount of liquidated damages shall be: _____
GCC 29.3	The period of validity of the Warranty shall be: _____
GCC 29.5	The period within which the Provider shall repair or replace defective Goods shall be: _____
GCC 31(b)	The amount of aggregate liability shall be: _____

Section 9: Contract Forms

Table of Forms

Agreement **69**
Performance Security **70**
Advance Payment Security ..... Error! Bookmark not defined.

Agreement

Procurement Reference No:

THIS AGREEMENT entered into on the _____ day of _____, _____,

between _____of _____

(hereinafter "the Procuring entity"), of the one part, and _____ of

_____ (hereinafter "the Provider"), of the other part:

WHEREAS the Procuring entity invited Tenders for certain Goods and Related Services, viz.,

_____ and has

accepted a Tender by the Provider for the provision of those Goods and Related Services in the

sum of _____ (hereinafter "the Contract Price").

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Contract referred to.
2. In consideration of the payments to be made by the Procuring entity to the Provider as indicated in this Agreement, the Provider hereby covenants with the Procuring entity to provide the Goods and Related Services and to remedy defects therein in conformity in all respects with the provisions of the Contract.
3. The Procuring entity hereby covenants to pay the Provider in consideration of the provision of the Goods and Related Services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with the law specified in the Special Conditions of Contract on the day, month and year indicated above.

Signed by _____ (for the Procuring entity)

Name:_____ Position:_____

In the presence of:

Name: _____ Position: _____

Signed by _____ (for the Provider)

Name:_____ Position:_____

In the presence of:

Name: _____ Position: _____

[The Performance Security should be on the letterhead of the issuing Financial Institution and should be signed by a person with the proper authority to sign documents that are binding on the Financial Institution]

Performance Security

Date: *[insert date (as day, month, and year) of Performance Security]*

Procurement Reference No: *[insert Procurement Reference Number]*

To: *[insert complete name of Procuring entity]*

WHEREAS *[insert name complete of Provider]* (hereinafter "the Provider") has undertaken, pursuant to Contract No. *[insert number]* dated *[insert day, month and year]* to supply *[brief description of the Goods and Related Services]* (hereinafter "the Contract").

AND WHEREAS it has been stipulated by you in the aforementioned Contract that the Provider shall furnish you with a security *[insert type of security]* issued by a reputable guarantor for the sum specified therein as security for compliance with the Provider's performance obligations in accordance with the Contract.

AND WHEREAS the undersigned *[insert complete name of Guarantor]*, legally domiciled in *[insert complete address of Guarantor]*, (hereinafter the "Guarantor"), have agreed to give the Provider a security:

THEREFORE WE hereby affirm that we are Guarantors and responsible to you, on behalf of the Provider, up to a total of *[insert currency and amount of guarantee in words and figures]* and we undertake to pay you, upon your first written demand declaring the Provider to be in default under the Contract, without cavil or argument, any sum or sums within the limits of *[insert currency and amount of guarantee in words and figures]* as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

This security is valid until the *[insert number]* day of *[insert month], [insert year]*.

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

In the capacity of *[insert legal capacity of person signing the Performance Security]*

Signed: *[signature of person whose name and capacity are shown above]*

Duly authorised to sign the Performance Security for and on behalf of: *[insert complete name of Financial Institution]*

Dated on _____ day of _____, _____ *[insert date of signing]*

Disclaimer

This tender document and the information contained therein is provided "as is" and the Eswatini Public Procurement Regulatory Agency (ESPPRA) makes no express or implied representations or warranties with regard thereto. Portions of the information may be incorrect or not current. Any person or entity that relies on any information obtained from this tender document does so at own risk. The ESPPRA expressly disclaims all implied warranties, including, without limitation, warranties of merchantability, title, suitability to task, non-infringement, compatibility, security, and accuracy. The ESPPRA furthermore disclaims any warranty towards the accuracy, correctness, reliability, and timeliness of the publishing of content. Furthermore, no warranty, expressed or implied, is given this tender document is free of viruses, trojans, bombs, time-locks or any other data or code which have the ability to corrupt or affect the operation of any computer system it is used on. The ESPPRA cannot accept any responsibility for any loss, disruption, or damage to any of your data or computer system which may occur whilst using this tender document.