Eswatini
Competition Commission

The Kingdom of Eswatini Competition

Commission Invitation to Tender (ITT) Document

For The Supply, Delivery and Configuration of IT Hardware and Software

Procurement Method:	**Open Tender**
Subject of Procurement:	**Supply, Delivery and Configuration of IT Hardware and Software**
Procurement Reference Number:	**ECC2026/27-4**
Date of Issue:	**30 October 2026**
Submission Deadline:	**30 November 2026 12:00 noon**
Participation:	**Nationals Only**

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 info@esppra.co.sz

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Invitation to Tenderers

TENDER NOTICE UNDER OPEN TENDER

Invitation to tender Supply, Delivery and Configuration of IT Hardware and Software - ECC2026/27-4

1. The Eswatini Competition Commission has allocated funds to be used for the acquisition of the above-mentioned goods.

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

3. Tendering will be conducted in accordance with the Open Tendering method contained in the Public Procurement Regulations 2020.

4. Interested eligible Tenderers may obtain further information about the Tender documents at the address given below at 7(a) from 8:00am – 5:00pm.

5. Tenders must be delivered to the address below at 7(c) at or before 12:00noon 26 November 2026. 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 7(d) at **12:05pm 26 November 2026**

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

7. Address and contact details.

(a)	Information about the tender shall be accessed from:	procurement@compco.co.sz/24040111
(b)	Documents will be issued from:	www.esppra.co.sz / www.compco.co.sz
(c)	Tenders must be delivered to	Eswatini Competition Commission Rception, Hihglands View,Emoyeni Road, Mountain Inn Area before 12noon on Thursday, 26 November
(d)	Address of Tender opening:	Eswatini Competition Commission Offices

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

	Activity	Date
(a)	Publish Tender notice	26 October 2026
(b)	Pre-Tender meeting where applicable	**n/a**
(c)	Tender closing date	26 November 2026
(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: **Siboniselizulu Simelane Maseko**

Position of Authorised Official: **CEO**

PART 1 – Tendering Procedures

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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

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.

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

(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:

(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.

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 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 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;

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

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.

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

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.

(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]*

(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.

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.

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 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.

Section 2: Tender Data Sheet

Instructions to Tenderers Reference	Data relevant to the ITT
A. General	
ITT 1.1	The Procuring entity is: **Eswatini Competition Commission**
ITT 1.1	The subject of procurement is: **Supply, Delivery and Configuration of IT Hardware and Software**
ITT 1.1	The Procurement Reference number of the Tendering Document is: **(ECC2026/27-4)**
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: Physical Address: **Highlands View (Mountain Inn Area), Emoyeni Road, Mbabane** Postal Address: **P O Box 1976 Mbabane** Electronic mail address: procurement@compco.co.sz
ITT 7	The Procuring entity will respond to any request for clarification provided that such request is received **no later than 15 November 2026**
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: 1. A literature/catalogue showing essential technical and performance characteristics of the product 2. A Warranty Certificate from the Manufacturer 3. All the returnable tender forms in Section 9: Contract Form 4. And the documents meet requirement of clause 4: 5. Trading Licence 6. Tax Clearance Certificate 7. ENPF Certificate 8. Labour Certificate 9. Form C and J 10. Audited Financial Statements for the past 2 Years 11. Atleast 3 Trade reference letters
ITT 14.5	The Incoterms edition is: N/A
ITT 14.6(a)(i)	For Goods, the Tenderer shall quote prices using the following Incoterms: N/A
ITT 14.7	The prices quoted by the Tenderer shall be: Fixed for the duration of the contract

Instructions to Tenderers Reference	Data relevant to the ITT
ITT 15.1(a)	For Goods and Related Services originating in Eswatini the currency of the Tender shall be: Emalangeni (SZL)
ITT 15.1(b)	For Goods and Related Services originating outside of Eswatini the currency of the Tender shall be: N/A
ITT 18.3	Tenderers **shall not** provide a representative sample of the Goods as detailed in Section 6 Statement of Requirements.
ITT 20.1	Tenders shall be valid **90 days from closing date**
ITT 21.1	A Tender Securing Declaration **shall** 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: **ESWATINI COMPETITION** Physical Address: HIGHLANDS VIEW, EMOYENI ROAD**, MBABANE** Town/City: **MBABANE** Country: **ESWATINI** The deadline for Tender submission is: **26 November 2026** Date and Time (SAST): **1200HRS**
ITT 27.1	The Tender opening shall take place at: **1205HRS, 26 November 2026** Physical Address: **HIGHLANDS VIEW, EMOYENI ROAD, MBABANE** Town/City: **MBABANE** Country: **ESWATINI** Date and Time (SAST): Time: **1205HRS, 26 November 2026**
E. Evaluation of Tenders	
ITT 35.1	A margin of preference **shall not** apply.
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 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**: Chief Executive Officer

Instructions to Tenderers Reference	Data relevant to the ITT
	Procuring Entity: Eswatini Competition Commission **Email address:** procurement@compco.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	**i) Trading Licence** **ii) Cerificate of Incorporation**
(b)	The Tenderer is not insolvent, in receivership, bankrupt or being wound up, its affairs are not	**Audited Financial Statements for the past 2 Years**

	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	
(c)	The Tenderer has fulfilled its obligations to pay taxes	**Tax Compliance Certificate**
(d)	The Tenderer has fulfilled its obligations to social security contributions	**ENPF compliance certificate**
(e)	The Tenderer adheres to basic labour legislation	**Labour compliance certificate**
(f)	The Tenderer does not have a conflict of interest in relation to the procurement requirement	**Declaration of Eligibility Form**
(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 which is no older than 3 months**
(f)	The Tenderer is not subject to suspension in accordance with section 55 [of the Public Procurement Act, 2011]1, and none of its directors or officers have been involved in a tenderer or supplier currently subject to suspension	**Declaration of Eligibility and Code of Ethical Conduct**

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

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;

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

(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

ATTENTION TENDERERS: ALL THE FORMS IN THIS SECTION ARE TO BE RETURENED WITH THE TENDER. FAILURE TO COMPLY WILL RESULT IN REJECTION OF YOUR TENDER!!!
THE WORDS IN ITALICS ARE A GUIDE. AFTER THE TENDER IS COMPLETELY FILLED IN NOTHING IN ITALICS OR BRACKETS SHOULD REMAIN.

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[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 have examined and have no reservations to the Tendering Document, including Addenda No.

(c) 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]*;

(d) 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]*;

(e) 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]*;

(f) 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;

(g) 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

(h) 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;

(i) 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];*

(j) 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;

(k) 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;

(l) 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;

(m) 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;

(n) 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;

(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]*

Item No	Description	Unit of Measure	Quantity	Unit Price	VAT	Total Price	Period of delivery (*expressed in terms of number of weeks after contract award)*
1	***Server Computer equivalent to HP/Dell/Lenovo: Intel Xeon Silver/Gold (or equivalent AMD EPYC), minimum 12 cores/24 threads 2.1 GHz, 120 GB RAM, 6 TB enterprise SSD RAID 10 hot-swap, dual hot-swap PSUs, rack mountable 2U/4U, expandable with additional SSDs, 36-month on-site warranty***	Servers	*2*	0.00	0.00	*0.00*	
2	***Windows Server 2025 Standard licences (per-core, minimum 16 cores per server)***	Licences	2	0.00	0.00	0.00	
3	***Windows Server 2025 User CALs (40) and Remote Desktop Services User CALs (40), perpetual***	Licences	*40*	0.0	0.0	*0.0*	

4	***Offsite Data Backup (separate physical location or cloud storage), minimum 8 TB usable, 36-month subscription***	Backup	*1*	0.00	0.00	*0.00*	
5	***Next-Generation Firewall (NGFW) equivalent to Fortinet FortiGate, Cisco, Palo Alto Networks PA-Series, with 36-month security subscription and hardware warranty***	Firewall	*1*	0.00	0.00	*0.00*	
6	***Installation, Configuration, Migration, Testing, Documentation, Training and Handover (servers, backup, firewall and CALs)***	Labour	*1*	0.00	0.00	*0.00*	
7	***Adobe Acrobat Pro for teams, named-user subscription, 12 months subscription***	License	*30*	0.00	0.00	*0.00*	
	Total Contract Price					*0.00*	

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]*

[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.

PART 2 - Statement of Requirements Section 6: Statement of Requirements

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1. List of Goods and Related Services

All specifications are stated in **minimum terms**, except where ranges, approximations, maximum levels or exactitudes are stated.

2 units of Server Computers

Item number	Brief Description of Goods and Related Services	Quantity	Unit of Measure
	Server Computer	**2**	**piece**
	Intel Xeon (or equivalent) processor, minimum 12 cores / 24 threads, 2.1 GHz; minimum 120 GB RAM; 6 TB enterprise SSD in RAID 10, hot-swap; hardware RAID with battery-backed cache; 4 x 1GbE; dual redundant hot-swap PSUs; rack mountable (2U/4U); empty hot-swap bays so SSDs can be added; 36-month on-site warranty	2	
	NGFW		
	Integrated IPS, 1 Gbps firewall throughput, 500 Mbps IPS throughput, dual-WAN failover, minimum of 8 Gigabit Ethernet ports, VPN, application control, web filtering, malware protection, centralised logging; 36-month security subscription and hardware warranty	1	
	Offsite Data Backup	**1**	**piece**
	Offsite data backup solution (separate physical location or cloud storage service), minimum 8 TB usable capacity, 36-month subscription, Restore point (30 daily ,12 weekly, 12 monthly) Recovery Point Objectives 24hrs, Recovery Time 8 business hours	1	

Item number	Licenses	Quantity	Unit of Measure
	Windows Server 2025 Standard licences (per-core; minimum 16 cores per server; one licence set per physical server)	2	*Licences*
	Windows Server 2025 User CALs (40) and Remote Desktop Services User CALs (40), perpetual	40	
	Adobe Acrobat Pro for teams, named-user subscription, 12 months	30	
	LABOUR		
	Installation, configuration, migration, integration, backup configuration, testing, documentation,	1	

	administrator training and handover (servers, offsite backup, firewall and CALs)		

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)(days/wks/ mths)*	Delivery Point/ Site
	2x Server computers	1-3 Weeks	ESCC Offices, Mbabane
	1xNGFW	1-3 Weeks	ESCC Offices, Mbabane
	2x Windows server license 2025	1-3 Weeks	ESCC Offices, Mbabane
	40xClient Access License	1-3 Weeks	ESCC Offices, Mbabane
	30xAdobe Acrobat Pro	1-3 Weeks	ESCC Offices, Mbabane
	1xBackup	1-3 Weeks	ESCC Offices, Mbabane
	1X Labour	1-3 weeks	ESCC Offices Mbabane

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 specification offered in column c
a	*b*	*c*	*d*
Server Computer (2 units) – each server shall meet or exceed the following minimum requirements			
1	Rack mountable (standard 2U or 4U), supplied with sliding rail kit.		
2	Intel Xeon Silver or Gold series with a minimum of 12 cores, 24 threads and a clock speed of 2.1 GHz or higher, or an equivalent AMD EPYC processor. Equivalent processor technology is acceptable if it meets or exceeds the core count, thread count and clock speed stated, and the Tenderer attaches the processor manufacturer's datasheet.		
3	Minimum 128 GB DDR4 or DDR5		
4	6 TB enterprise-grade SSD storage (minimum 6 TB usable after RAID overhead). The Tenderer shall state the number, size and type of drives offered.		
5	Configured with RAID 10 for redundancy.		
6	Hot-swappable drives, allowing a failed drive to be replaced without downtime.		
7	The servers shall be configured so that additional SSDs can be added later. The chassis shall have at least 8 hot-swap drive bays with at least 4 bays left empty after the offered configuration, and the RAID controller shall support online capacity expansion (adding drives without reinstalling or losing data). Compatible additional SSDs shall be available from the manufacturer, and adding them shall not affect the warranty.		

8	Hardware RAID controller with battery-backed cache, supporting RAID 0, 1, 5, 6 and 10.		
9	Minimum 4 x 1 GbE ports, expandable to 10 GbE (through a PCIe or OCP network card), with redundant NICs configured for failover (NIC teaming).		
10	Dual redundant hot-swappable power supplies.		
11	PCIe slots for future scalability (network and storage cards), with at least 2 free PCIe slots after the offered configuration.		
12	Hardware and firmware certified for Windows Server 2025 (listed in the Windows Server Catalog); all drivers and firmware supplied at the latest stable release.		
13	Minimum 36 months manufacturer on-site warranty		
Windows Server 2025 licences (2)			
14	Microsoft Windows Server 2025 Standard edition, 64-bit, English.		
15	Per-core licensing. Each physical server shall be licensed for all of its physical processor cores, with a minimum of 16 core licences per server. Where the Tenderer's proposed design needs more virtual machines or more than 16 cores per server, the additional licences shall be included in the price.		
Windows Server 2025 Client Access Licences (40) and Remote Desktop Services CALs (40)			
16	Forty (40) Microsoft Windows Server 2025 Client Access Licences (CALs), valid for Windows Server 2025 and earlier versions.		
17	User CALs (one licence per named user, usable on any number of devices).		
18	The servers shall allow Remote Desktop access for users. The price shall include forty (40) Windows Server 2025 Remote Desktop Services (RDS) User CALs (perpetual, registered in the name of the Commission), the Remote Desktop Services role and RD Licensing configured on the servers, and Remote Desktop access for the Commission's administrators.		
Adobe Acrobat Pro (30 licences)			
19	Adobe Acrobat Pro for teams (Windows 11 desktop release) with PDF creation, editing, conversion, OCR, form-filling and e-signature features, 30 licences.		

20	Named-user subscription under the Adobe Acrobat Pro for teams' plan, managed through the Adobe Admin Console so that licences can be re-assigned between users. Each licensed user may install the software on up to two (2) computers.		
21	12 months (annual Acrobat Pro for teams' subscription). The subscription shall be registered in the name of the Eswatini Competition Commission, with administrator rights transferred to the Commission's IT staff.		
Offsite Data Backup solution			
22	Managed offsite backup service (cloud storage) or an equivalent repository at a separate physical location, geographically separate from the Commission's offices in Mbabane. The Tenderer shall state the location and operator of the offsite storage. All backup software, agents and licences for both servers and the virtual machines hosted on them are included.		
23	Minimum 8 TB usable offsite capacity (covering the 6 TB primary data plus retention copies), which can be increased on request (in steps agreed with the Commission) without re-seeding or replacing the solution. The price of additional capacity per TB per year shall be stated in the Tender. The Tenderer shall confirm that this capacity holds the retention schedule below for the full subscription term.		
24	36 months from the handover date. Storage, licences, bandwidth, data-transfer and restore costs for the whole period are included in the price.		
25	Automated DAILY backup (incremental after an initial full backup), with a full or synthetic-full backup at least weekly. Backup shall cover Windows Server 2025 operating systems and virtual machines, file shares, Active Directory system state and application data identified during discovery.		
26	Daily restore points kept for at least 30 days, weekly restore points for at least 12 weeks, and monthly restore points for at least 12 months.		
27	Recovery Point Objective (RPO) of not more than 24 hours. Recovery Time Objective (RTO) of not more than 8 business hours for the restoration of a complete critical server or virtual machine, and not more than 4 business hours for file- or folder-level restores.		

28	AES-256 (or stronger) encryption in transit and at rest, with encryption keys controlled by the Commission; multi-factor authentication for the management console.		
29	Automatic alerts to the Commission's IT staff on any failed or missed backup, and a monthly backup status report.		
30	A successful full restore test at commissioning, followed by a restore test every six (6) months during the subscription term, each with a written report.		
31	Provider help desk with a response time of not more than 4 business hours for failed backups and restore requests.		
Next-Generation Firewall (NGFW)			
32	Fortinet FortiGate, Palo Alto Networks PA-Series, Cisco or equivalent enterprise-grade next-generation firewall, 1U rack-mountable		
33	Minimum 1 Gbps firewall throughput.		
34	Integrated intrusion prevention system (IPS) with minimum 500 Mbps IPS throughput.		
35	Conditions for assessing throughput: Throughput figures shall be those published in the manufacturer's current datasheet, which shall state the test method. Firewall throughput shall be measured with mixed (IMIX) or 512-byte packets. IPS throughput shall be measured with IPS enabled using the manufacturer's default or recommended IPS profile and enterprise-mix (HTTP) traffic, with logging enabled. Where the datasheet does not state these conditions, the Tenderer shall attach the manufacturer's written confirmation. At acceptance testing the Commission may verify throughput on the installed device using a traffic generator or iperf3, and the device shall sustain at least 1 Gbps (firewall) and 500 Mbps (IPS enabled).		
36	Minimum 200,000 concurrent sessions and 10,000 new sessions per second.		
37	Automatic dual-WAN failover with link monitoring (load-balancing capable); capability to be paired in an active-passive high-availability cluster; saved and exportable configuration backup.		
38	Minimum 8 x Gigabit Ethernet RJ45 ports, plus at least 2 x SFP/SFP+ ports, and a dedicated management port and console port.		

39	IPsec and SSL VPN for site-to-site and remote access, with at least 50 concurrent remote-access VPN users licensed.		
40	Application control, category-based web filtering (including HTTPS/TLS inspection), anti-malware/antivirus and threat-intelligence signature updates, all enabled and licensed.		
41	Centralised logging with at least 90 days of log retention and scheduled reports; web GUI and CLI administration; role-based administration; SNMP; NTP.		
42	Thirty-six (36) months of the manufacturer's full security-subscription bundle (IPS, application control, web/URL filtering, anti-malware and threat-intelligence updates) with 24x7 manufacturer technical support and firmware updates, starting on the handover/activation date and registered in the name of the Eswatini Competition Commission.		
43	Minimum 36 months manufacturer hardware warranty with advance (next-business-day) replacement.		
Implementation, Configuration and Handover Services			
44	Tenderer confirms that it will provide all installation, configuration, integration, backup configuration, testing, documentation, administrator training and handover services including the downtime limits and the responsibilities for existing systems.		

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. Inspections and Tests

List of Inspections and Tests	
Items subject to Inspection and Tests;	All the Server Computer and Firewall shall be for originality and compliance to specification
Type of inspection or tests and the standards to be met;	Verification with the manufacturer on whether a vendor is an authorised reseller, and if indeed the Serial numbers were issued by the Manufacturer.
Location of the inspection or tests;	ESCC Office, Highlands View or the Supplier's premises. Whatever the Commission may deem suitable
Inspection agency;	Manufacturer and ESSC Information and Technology Personnel
Timing of the inspection;	Prior to Contract Award Notification
Notifications or documentation required from the Tenderer;	Manufacturer's Authorisation Letter. Catalogue explaining specification of the Server Computer and Firewall.
Provision of any samples for inspection;	Serial numbers of the ordered Server Computer and Firewall
Cost of the inspection;	Shall be conducted at no extra cost to ESCC
Arrangements and costs for any re-inspection required;	No re-inspection shall be expected if the first yielded negative results
Any other relevant details.	None

PART 3 - Contract

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

AGREEMENT FOR THE SUPPLY OF GOODS OR SERVICES

Made and entered into by and between

ESWATINI COMPETITION COMMISSION

A statutory body duly established in terms of the Competition Act of 2007 and duly represented herein by Ms. Siboniselizulu Simelane Maseko in his capacity as the Chief Executive Officer, hereinafter referred to as “the Commission”.

And

……..

A company duly incorporated and registered in accordance with the company laws of ……..and represented herein by..... in his capacity as the ..... , herein referred to as “the Service Provider”.

WHEREAS; the Commission seeks the supply and/ or provision of … .....goods/ services;

AND WHEREAS; the Service Provider is willing to provide the services to the Commission subject to the terms and conditions of this Agreement;

NOW THEREFORE; the Parties agree as follows;

1. DEFINITIONS

1.1. In this Agreement, headings embodied in the clauses are for convenience only and shall not be used in its interpretation and, unless the context clearly indicates a contrary intention. The singular shall include the plural and vice versa;

1.2. A reference to any one gender shall be capable of being construed as a reference to the other gender;

1.3. A reference to a natural person shall be capable of being construed as a reference to a juristic person and vice versa;

1.4. Unless the context of this Agreement clearly indicates a contrary intention, the words or phrases defined in this contract shall have the meanings assigned to them herein.

1.5. In this Agreement, the words hereunder will have the meanings assigned to them below:-

1.5.1. “After Hours” means any time that falls outside the Parties’ normal Business Hours;

1.5.2. “Agreement” means the agreement as envisaged in clause 14 and shall include this main body of terms and any conditions, Schedules, Annexures and any agreed written amendments hereto;

1.5.3. “Commission” means the Eswatini Competition Commission;
1.5.4. “Business Day” means any day other than a Saturday, Sunday or official public holiday in Eswatini;
1.5.5. “Business Hours” means 08h00 to 17h00 during Mondays to Fridays and 09h00 to 13h00 Saturdays, excludes public holidays;
1.5.6. “Contract Documents” shall mean the entire Agreement as envisaged under Clause 12 and any other document(s) as may be specified in the Agreement;
1.5.7. "Effective Date" means, notwithstanding the commencement date, the date when each Service/s reflected in the Schedules/ SOW is commissioned to commence by agreement between the Parties;
1.5.8. "Commencement Date" shall mean the date on which the delivery of services under this Agreement commences as envisaged in Clause 2.1;
1.5.9. “Contract Documents” shall mean such other document(s) as may be specified in this Agreement;

1.5.10. “Confidential Information” means information that is identified (orally or in writing) as confidential or of such a nature that a reasonable person would understand such information to be confidential and as envisaged in clause 11;
1.5.11. “Service Provider” shall mean.....;
1.5.12. “Intellectual Property Rights” shall mean any and all rights in the nature of intellectual property rights anywhere in the world (whether registered or unregistered) owned, possessed or controlled by a Party, directly or indirectly, including, without limitation, patents, trade-marks, service marks, design rights, copyright, moral rights, databases, trade or business names, whether capable of registration or not, but including any right to register same;

1.5.13. “Parties” means the Eswatini Competition Commission and.....and party shall refer to the singular of them;
1.5.14. “Services” means the..... services, which shall be carried out by the Service Provider as described in Annexure “A”, attached hereto;
1.5.15. "Sub-Contractor" shall mean any person appointed by the Service Provider in accordance with the provisions of this Agreement, to assist the Service Provider in providing the Services;
1.5.16. “Writing” shall mean any mode of reproducing information or data in physical form and includes hard copy printouts, handwritten documents and fax transmissions, but excludes information or data in electronic form and “Written” and “Write” shall have a corresponding meaning.

2. DURATION OF THE AGREEMENT

2.1. The Agreement shall be for a period not exceeding.....months and shall commence on …… up to and including …….

2.2. Save for when terminated by either party in accordance with clause 11, the Commission shall have the option to renew this Agreement, exercised by written notice thirty (30) days before the termination

2.3. The Service Provider shall begin carrying out the services immediately upon the signing of the Agreement.

3. INDEPENDENT

3.1 The parties agree that this Agreement creates an independent contractual relationship, not an employment relationship. The Service Provider will act as an independent Service Provider in the performance of the duties under this Agreement.

3.2 The Service Provider acknowledges and agrees that the Commission will not provide the Service Provider or any of its employees with any employee benefits, including without limitation any public liability insurance, medical, or pension payments. In addition, the parties acknowledge that neither party has, or shall be deemed to have, the authority to bind the other party in anything other than as stated in this Agreement.

4. PAYMENT OF THE SERVICE PROVIDER

The Service Provider shall be paid for performance of the services under this Agreement as indicated in the Financial Provisions as specified in Annexure B.

5. TAXATION

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

6. SCOPE OF SERVICE

The Service Provider has agreed to render the service in line with the programme as described in Annexure A.

7. EMPLOYMENT OF OTHER PERSONS

7.1 The Service Provider shall not engage, cede or assign other persons to perform the work required under this Agreement. However the Commission shall have the sole discretion in consenting to the appointment of a sub-contractor.

7.2 If, for any reason beyond the reasonable control of the Service Provider, it becomes necessary to replace any sub-contractor, the Service Provider shall provide as a replacement a person of equivalent or better qualifications.

7.3 If the Commission finds that any of the Service Provider's employees or sub-contractor(s) has (i) committed a serious misconduct or has been charged with having committed a criminal act, or (ii) have reasonable cause to be dissatisfied with the performance of the Service Provider or sub-contractor, the Commission shall have the sole discretion of electing to exercise the its rights subject to clause 10.

8. THE SERVICE PROVIDER'S OBLIGATIONS

8.1 The Service Provider agrees that the performance of the work and services pursuant to this Agreement shall conform to the highest professional standards, and shall use its best efforts in such performance. It further undertakes that it is an expert in the field of work for which it is being engaged.

8.2 The Service Provider shall cooperate with the Commission's personnel and shall not interfere with the conduct of the Commission's business. The Service Provider shall further observe all rules, regulations and security requirements of the Commission.

8.3 During the term of the Agreement, the Service Provider shall not render such services if such will be in conflict with the performance of the services herein rendered, to any other person or entity and shall subject to clause 12 not disclose any information to any other person or entity not directly involved in the program for which the services are rendered.

8.4 The Parties undertake to sign and give the other a signed copy of the Agreement and failure to do so shall render the Agreement void.

8.5 The Service Provider shall send monthly comprehensive reports on the service which reports shall be presented to the Commission's Senior Management.

8.6 The Service Provider shall where required provide training and management support on the service provided.

8.7 The Parties shall maintain a record for all work done in terms of this Agreement.

8.7 The Service Provider shall use its best endeavours to protect the assets of the Commission, and shall always act honestly and in good faith towards the Commission.

8.8 All documents submitted by the Commission to the Service Provider including without limitation accordance with clause 9.1 and any other documents, methodology,, or any tools, specifications, drawings, sketches, models, samples, records, ideas, concepts, data, information, reports, analysis, artwork, logos, graphics, video, text, and other materials, including without limitation, any financial data developed by the Commission for purposes under this Agreement, shall be and shall remain the property of the Commission. On termination or expiry of the Agreement, the Service Provider shall deliver same to the Commission.

9 THE COMMISSIONS'S OBLIGATIONS

9.1 The Commission shall;

9.1.1 ensure that the Service Provider has access to the Commission's premises, and also ensure that the Service Provider has access to such information as may be reasonably required to allow the Service Provider to carry out its obligations hereunder.

9.1.2 appoint a contact person to attend to all the Commission's responsibilities for purposes of executing the provisions of this Agreement.

9.1.3 ensure that the Service Provider's personnel are fully assisted on instances wherein they require access to any of the Commission's premises or platforms to carry out any services as well as any other duties that require to be conducted on such premises or platforms.

9.1.4 pay the amount envisaged in annexure B through an Electronic Funds transfer or

otherwise for the duration of this Agreement, to also allow for month-end reports preparation and presentation by the Service Provider.

10. WARRANTIES

10.1 The Service Provider represents and warrants to the Commission that it is under no contractual or other restrictions or obligations which are inconsistent with the execution of this Agreement, or which will interfere with the performance of its services.

10.2 The Service Provider further warrants that it is aware of the Commission's strict confidentiality requirements, and shall ensure such confidentiality in accordance with Clause 12.

10.3 In performing the Services, the Service Provider shall comply, to the best of its knowledge, with all business conduct, regulatory health and safety guidelines established by the Commission or any governmental authority with respect to the Commission's business.

10.4 The Service Provider warrants the effectiveness of the service that is provided under this Agreement and that where it is not able to fully warrant same it warrants that it shall assist the Commission in effectively remedying any defect or fault to the service by ensuring the expeditious effectiveness of the service irrespective of any manufacturer's warranty.

11. BREACH AND TERMINATION

11.1. If either Party breaches any of the material provisions of this Agreement and fails to remedy that breach within 7 (seven) business days after receipt of a written notice from the non-defaulting Party requiring it to remedy that breach, the non-defaulting Party shall be entitled, without prejudice to any remedies which it may otherwise have in terms of this Agreement or at law, to terminate this Agreement without further notice to the defaulting Party.

11.2. Either Party shall have the right to terminate upon a 30 (thirty) day notice this Agreement forthwith (but without affecting its accrued rights in terms of this Agreement or any Service Schedule, as the case may be) should either Party discover that any of the following events have occurred, namely:

11.2.1 Failure by the Commission to pay for services performed.
11.2.2 Failure by the Service Provider to effectively provide the Service to the Commission.
11.2.3 Fraudulent misrepresentation by either party.
11.2.4 Insolvency of the Service Provider;
11.2.5 A judgment is granted against either Party and such party fails to satisfy or appeal against such judgment within 30 (thirty) days of the judgment being granted;
11.2.6 Breach of any one or more of the provisions of this Agreement.
11.2.7 Disclosure of confidential information contrary to clause 12.

11.3 Either party may terminate this Agreement without cause and without any penalty, by a

thirty (30) day written notice, provided, however, that no such termination under this clause shall be construed as entitling any of the parties after having committed any of the applicable acts envisaged in clauses 11.1 and 11.2, to be found without fault or without liability for such acts.

11.4 In the event the Agreement is terminated under this clause 11 or clause 2.1, the Service Provider will surrender to the Commission all documentation relating to the service.

12. CONFIDENTIALITY

Any information received by the Service Provider in furtherance of the obligations under this Agreement or which concern any of the affairs of the Commission, will be treated by the Service Provider in full confidence and will not be released to any other persons or entities, whether during the tenure of this Agreement or after termination, without the prior written consent of the Commission, except where the information has already become public information at the instance of the Commission or as may be necessary in the ordinary course of performing the services under this Agreement or for the compliance with any law or lawful court order.

13. WAIVER

Failure by either Party to insist upon the strict compliance with any of the terms and conditions of this Agreement shall not be deemed a waiver of any right or remedy that such Party may have, and shall not be deemed a waiver of that Party's right to require the strict performance of all terms and conditions thereafter, nor a waiver of any remedy for the subsequent breach of any of the terms or conditions.

14. ENTIRE AGREEMENT

14.1. This Agreement represents the entire agreement by and between the Parties with respect to the matters contained herein. Any prior or contemporaneous oral or written agreements by and between the Parties or their agents and representatives relating to the subject matter of this Agreement are hereby revoked.

14.2. In the event that any provision of this Agreement shall be declared invalid, illegal or otherwise unenforceable by a competent court with relevant jurisdiction, the validity, legality and enforceability of the remaining provisions shall in no way be affected or impaired thereby.

15. MODIFICATION

This Agreement may not be modified in whole or in part, at any time, except by mutual agreement between the parties and provided that such agreement is in writing, signed by the duly authorised representatives of both Parties, dated and attached hereto.

16. GOVERNING LAW AND JURISDICTION

This Agreement shall be considered as an Agreement made in the Kingdom of Eswatini and governed by the law of Eswatini and save as expressly referred to anywhere else in this Agreement, the parties hereby submit to the jurisdiction of the Courts of Eswatini.

17. INDEMNITY

17.1. Without prejudice to any other rights that the Parties may have under applicable law or under this Agreement, it is hereby agreed that no Party shall be indemnified for failure to comply with any of the terms and conditions under this Agreement, for any reason including failure to perform due to the negligent acts or omissions or wilful misconduct of either Party's officers, employees or agents, under or in connection with or arising out of any work, or the Authority delegated to such Party under this Agreement.

17.2. The Service Provider agrees to indemnify and hold the Commission and its Staff harmless against all claims, suits and losses (including reasonable attorney's fees) by any third party, including any member of the Service Provider's staff member or personnel, that arise due to personal injury, death or damage to property

18. DISPUTE RESOLUTION

18.1. Any dispute or controversy arising from the implementation or application of this Agreement shall be settled by negotiation, with a view to an amicable settlement.
18.2. If any matter remains unresolved after such negotiations referred to in Clause 18.1 above, these shall be resolved by means of arbitration. Any party shall be entitled to demand in writing that the dispute be referred for arbitration within seven (7) days after an agreement could not be reached.
18.3. The arbitrator shall upon application be appointed by the Law Society of Eswatini at its own discretion and upon agreement by both parties to the rules to be followed by the arbitrator. The costs of arbitration shall be borne by the parties jointly.
18.4. The finding of the arbitrator shall be final and binding on the parties and may only be made an order of court should one of the parties fail, refuse or neglect to give effect to the arbitrator's finding or award.
18.5. Otherwise save for the generality of this clause the parties shall reserve the right to refer such dispute to a court with competent jurisdiction.

19. ADDRESS FOR SERVICE/NOTICE

19.1. The Parties both hereby choose the following addresses as their domicilium citandi et executandi for all purposes in connection with or arising from out of these terms and conditions:

The Eswatini Competition Commission

Highlands View, Emoyeni Road
Mointain Inn Area

And

……..
……
…….
……..

19.2 Any notice given in terms of this Agreement shall be in writing and shall:

a. if delivered by hand, be deemed to have been duly received by the addressee on the date of delivery;

b. if posted by prepaid registered post, be deemed to have been received by the addressee on the 8th (eighth) business day following the date of such posting;

c. if transmitted by facsimile, be deemed to have been received by the addressee 1 (one) business day after despatch;

d. if sent electronically, be deemed to have been received on the first business day following the successful transmission thereof as evidenced by the electronic confirmation of receipt, unless the contrary is proven.

20. INTELLECTUAL PROPERTY

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

20.2 Service Provider warrants that by the utilisation of the Deliverables by or on behalf of the Commission or in connection with the receipt of the Services it shall not infringe any Intellectual Property Right of any third party and that it further warrants that no such third party shall have any claim against the Commission for use of any intellectual property belonging to the third party that is subject to this agreement.

21. LIMITS TO SERVICE PROVIDER'S ADVISE, REPORTS AND PRODUCT OF SERVICES

21.1 While performing the services, the Service Provider may supply oral, draft or interim advice, reports or presentations. However, the written advice or opinion, as the case may be, in the final version of the product of services shall take precedence. The Commission may not

rely on any draft, interim or oral advice, opinion, report or presentation.

21.2 The Service Provider shall have no obligation to update, orally or in writing, any product of service for events that occur after it has issued the final version of the of the product of the service unless;

21.2.1 the law requires the Service Provider to do so;

21.2.2 the Service Provider has agreed to do so in this Agreement;

21.3 Except for reports expressly prepared for publication, the Service Provider shall supply the products of service for the Commission's benefit and information only. The product of service may not (except for the Commission's own internal purposes) be copied, referred to or disclosed to any third party, wholly or partially, without the Service Provider's prior written consent and then only on terms acceptable to the Service Provider. The Commission may disclose any product of the services to its bankers, legal representatives and other professional advisers when seeking advice about the services. However, the Commission must inform them that;

21.3.1 Except when utilised for their internal purposes, these groups must not disclose the product of the services to any third party without the Service Provider's prior written consent and then only on terms acceptable to the Service Provider;

21.3.2 The Service Provider accepts no liability to the Commission's Bankers or legal and other professional advisors in connection with the services; and

21.3.3 The Service Provider does not have a duty of care or any legal obligation to the Commission's bankers or legal and other professional advisors in connection with the services.

21.4 The Commission may not quote the Service Provider's name or reproduce its logo in any form or medium without the Service Provider's prior written consent.

22. FORCE MAJEURE

22.1 If either party is prevented or restricted directly or indirectly from carrying out all or any of its obligations under this Agreement by reason of any event or circumstance beyond that Party's reasonable control including, without limitation, lightning, flood, exceptionally severe weather, fire, explosion, war, civil disorder, industrial disputes (whether or not involving employees of either party), pandemics (as declared by the World Health Organisation) or acts of local or central government or other competent authorities, or event beyond the reasonable control of suppliers to either party, the Party so affected shall be relieved of its obligations hereunder during the period that such event and its consequences continue but only to the extent so prevented and the affected Party shall not be liable for any delay or failure in the performance of any obligations hereunder, provided always that written notice shall forthwith be given of any such inability to perform by the affected Party.

22.2 The Parties agree that should the circumstances giving rise to force majeure continue for more than 3 (three) months, either party may terminate this Agreement by notice in writing to the other Party.

23. THIRD PARTY RIGHTS

23.1 By entering into this Agreement the Service Provider does not and is not intending to create any rights for a third party.

23.2 The Service Provider does not owe any third party any legal obligation or duty concerning this Agreement. On the Commission's written request, the Service Provider may allow a third party to have access to the product of the services on terms acceptable to the Service Provider. The Service Provider is not bound by any agreement between the Commission and any third party.

24. EXCLUSIONS AND LIMITATION OF THE SERVICE PROVIDER'S LIABILITY

23.1 Each provision of clauses 24.2 to 24.5 shall apply to this agreement and to the rendering of the services and will be enforceable between the Service Provider and the Commission. If and to the extent that any provision of clauses 24.2 to 24.5 is contrary to or is illegal in terms of legislation, it shall not apply to this Agreement nor to the rendering of the service and will not be enforceable between the Parties.

24.2 The Service Provider's maximum liability arising out of and in connection with this Agreement in respect to direct economic loss or damage incurred or suffered by the Commission, or by other beneficiaries, or by any of the Commission's employees or agents, or by any other third party whosoever, is limited to two times the fees for the rendering of the service.

24.3 The maximum liability referred to in clause 24.2 shall be an aggregate (total, maximum) liability for all claimants and all claims arising out of or in connection with this Agreement and the rendering of the services, whether under legislation, in this Agreement or delict and whether caused by negligence, gross negligence or otherwise.

24.4 In working out the liability of the Service Provider under this Agreement, the maximum (total) amount of which liability shall in any event not exceed the limits mentioned in clause 24.2 and 24.3, a court or an arbitrator must limit the liability to the loss or damage suffered which the court or arbitrator holds the Service Provider responsible for based on relative degrees of fault. Apportionment of damages shall be at the discretion of the court or arbitrator.

24.5 The Commission may not bring any claim personally against any individual employee or director of the Service Provider. All claims arising out of this agreement must be brought only against the Service Provider.

25. INTERNAL POLICIES AND PROCEDURES

Both Parties warrant that by entering into this agreement that they have acted within their respective mandates and have complied with all policies and procedures, including supply- chain policies and procedures, where necessary.

SIGNED AT ……ON THE..... DAY OF .....2026.

AS WITNESSES:

1. .....

2. .....

.....
Signed by me, Ms Siboniselizulu Simelane Maseko, on behalf of the Eswatini Competition Commission

SIGNED AT ……ON THE..... DAY OF ..... 2026.

AS WITNESSES:

1. .....

2. .....

.....
Signed by me,.....on behalf of the Service Provider

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: **ECC2026/27-4**
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: **Eswatini Competition Commission**
GCC 2.1(f)	The other documents forming part of the Contract are: _____
GCC 4.2 (b)	The version of Incoterms shall be: _____
GCC 5.1	The language shall be: _____
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: **Njabuliso Dlamini** Physical Address: **Highlands View, Emoyeni Road, Mountain Inn Area** Town/City: **Mbabane** Postal Address: **P.O.Box 1976 Mbabane** Country: **Eswatini** Telephone: **2404 0111** Electronic mail address: **procurement@compco.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

GCC clause reference	Special Conditions
	on or before contracting on the appointment of an arbitrator for the contract.
GCC 12	Date of delivery shall be: _____n/a_____ The shipping and other documents to be furnished by the Provider are: _____ The point of delivery shall be: ___**ESCC Offices**_____
GCC 15.2	The price adjustment shall be: _____
GCC 16.1	The structure of payments shall be: __**100% after delivery**_____
GCC 16.3	The payment period shall be: ____**after delivery**_____
GCC 16.4	The currency(ies) for payments shall be: _____**SZL**_____
GCC 17.1	An advance payment guarantee *shall/shall not* be required.
GCC 18.1	The Provider shall be responsible for all taxes, import duties and levies imposed.
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: Value Added Tax
GCC 19.1	A Performance Security _____be required. The amount of the Performance Security shall be: _____ The currency shall be: _____
GCC 19.3	The forms of acceptable Performance Securities are: _____
GCC 19.4	Discharge of the Performance Security shall take place: _____
GCC 24.2	The packing, marking and documentation within and outside the packages shall be: _____
GCC 25	The insurance coverage shall/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 clause reference	Special Conditions
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: **within warranty**_____
GCC 31(b)	The amount of aggregate liability shall be: _____

Section 9: Contract Forms

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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:

_____

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.