PIGG'S PEAK
TOWN COUNCIL

Tel: 2437 1046 / 2437 1720 / 2437 3095
P. O. Box 479 Pigg's Peak, Eswatini
Email: info@piggspeak.org.sz
Website: www.piggspeak.org.sz
IMPROVEMENT IN SERVICES AND QUALITY OF LIFE THROUGH UNITY

The Kingdom of Eswatini

Pigg's Peak Town Council

Request for Quotation
for
Supply & Installation of an Outdoor Gym

Subject of Procurement:	**Supply & Installation of Outdoor Gym**
Procurement Reference Number:	**RFQ 2 /2026-27**
Date of Issue:	**3 November 2026**
Submission Deadline:	**16 November 2026, 12.00pm**
Participation:	**National**

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 Request for Quotation (RFQ) shall be used to procure Goods up to E200, 000. Where the value of the procurement exceeds E200, 000 the Request for Tender document for Procurement of Goods should be used.

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

Standard Tender Document for Procurement of Goods under Request for Quotation Method

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IMPROVEMENT IN SERVICES AND QUALITY OF LIFE THROUGH UNITY

Date: 01 November 2026

Request for Quotations for the Supply and Installation of an Outdoor Gym -RFQ 2/2026

1. The Procuring Entity indicated above invites your quotation for the supply and delivery of outdoor gym equipment as described in Part 2: Statement of Requirements.

2. Tendering will be conducted in accordance with the Quotations procurement method contained in the Government of Eswatini's Public Procurement Act and Regulations, and the procedures described in Part 1: Quotation Procedures.

3. This Request for Quotations has been addressed to the following shortlisted bidders: (Modus Operandi Investments, Patri-Sim Company)

4. Tenders must be submitted by the Purchaser at the specified address no later than 12 noon, Monday, 16th November 2026.

5. Any resulting contract shall be subject to the terms and conditions detailed in Part 3: Contract.

6. The planned procurement schedule for this procurement (subject to changes) is as follows:

Activity	Date
a. Date of issue of Request for Quotations	03 November 2026
b. Submission deadline	16 November 2026, 12.00pm Pigg's Peak Civic Centre Offices
c. Evaluation process	(Within 10 working days from submission deadline)
d. Expected delivery date	**30 January 2027**
e. Delivery Address	Piggs Peak Town Council Civic Centre Offices/Killarney Sports Ground

7. Any request for clarifications should be addressed to po@piggspeak.org.sz at the address given above, [*3 working days*] before tender closing date.

8. Please prepare and submit your quotation in accordance with the instruction in Part 1: Quotation Procedures

PART 1: TENDERING PROCEDURES

Preparation of Quotation:

You are requested to quote for these items by completing, signing and returning:

1. the List of Goods and Price Schedule in Part 2/ Quotation.
2. the documents evidencing your eligibility, as listed below;

You are advised to carefully read the complete Request for Quotations document before preparing your quotation.

Submission of Quotation: Quotation should be submitted to the address below physically not later than 16 November 2026, 12.00pm. Late quotations will not be considered.

Physical Address: Pigg's Peak Town Council Offices Civic Centre
RP Stephen Road,
Plot 1471 &1473

Evaluation of Quotations: The evaluation of Quotation will use the Technical Compliance Selection methodology as detailed below:

1. Preliminary examination to determine eligibility (as defined below) and administrative compliance to this Request for Quotations on a pass/fail basis;
2. Technical evaluation to determine commercial and technical responsiveness;
3. Financial comparison to determine the evaluated price of quotations and to determine the best evaluated Tender.

Quotations failing any stage will be eliminated and not considered in subsequent stages.

Eligibility Criteria and Documents required to provide evidence of eligibility: You are required to meet the following criteria to be eligible to participate in public procurement:

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	Trading Licence Company profile Certificate of incorporation
(b)	The Tenderer is not insolvent, in receivership, bankrupt or being wound up, its affairs are not being administered by a court or a judicial officer, its business activities have not been	Written Declaration Or equivalent

	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 issued by Tax Regulator or equivalent
(d)	The Tenderer has fulfilled its obligations to social security contributions	ENPF compliance certificate or equivalent
(e)	The Tenderer adheres to basic labour legislation	Labour compliance certificate or equivalent
(f)	The Tenderer does not have a conflict of interest in relation to the procurement requirement	Written declaration /or equivalent
(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 not later than 3 months
(h)	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	Written declaration or equivalent

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

Currency: Quotations shall be priced in Eswatini Lilangeni. Quotations in other currencies will be converted to this currency for evaluation purposes only, using the exchange rates published by the Central Bank of Eswatini on the date of the submission deadline.

Best Evaluated Tender: The best evaluated Tender shall be the lowest priced quotation, which is eligible and substantially responsive to the commercial and technical requirements

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

of the Procuring entity and shall be recommended for award of contract. All tenderers shall be notified on the outcome of the evaluation.

CODE OF ETHICAL CONDUCT IN BUSINESS FOR BIDDERS

1. **Ethical Principles**

Bidders 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 which are in conflict with this code.

2. **Standards**

Bidders 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**

Bidders shall not accept contracts which would constitute a conflict of interest on prior or current contract with any procuring entity. Bidders shall disclose any actual or potential conflict of interest.

4. **Confidentiality and Accuracy of Information**

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

(2) Bidders 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**

Bidders 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 procuring entity's procurement decision.

6. **Inducements**

(1) Bidders 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) Bidders 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**

Bidders 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;

(f) withholding information from the PE during contract execution to the detriment of the PE.

Failure to comply with this code, may result in suspension of the bidder from participating in public procurements.

PART 2: STATEMENT OF REQUIREMENTS

List of Goods and Price Schedule

Procurement Reference Number: _____

Purchase Order Serial Number: _____

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

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

CURRENCY OF QUOTATION: _____

Item No	Description of Goods	Quantity	Unit of Measure	Unit Price	Total Price
1	Two seat chest press and lat pull station for upper body strength (Normal)	1	Set		
2	Upright cycle for leg strength and cardio (Normal)	1	unit		
3	Inclined bench for sit ups and core work. (Normal)	1	unit		
4	Low bars for push-ups and hamstring stretch. (Normal)	1	set		
5	Low Impact gliding leg motion, cardio and hip mobility. (Normal)	1	Set		
6	Low impact gliding leg motion, cardio and hip mobility (Normal)	1	Unit		
7	Installation of the equipment at Killarney stadium	1			
				Other additional costs	
				Subtotal	
	Enter 0% VAT rate if VAT exempt.			**VAT @ %**	
				Total	

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

List of Goods and Price Schedule Authorised By:

Signature: _____ Name: _____

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

Authorised for and on behalf of:

Company: _____

PART 3: CONTRACT

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

1. Payment

1.1 Payment shall be made in Emalangeni (E) as follows:
(i) One hundred per cent (100%) of the Contract Price shall be paid upon delivery, installation, inspection and acceptance of the Goods by the Purchaser, subject to submission of a valid invoice and all required supporting documents.
1.2 The Purchaser shall process payment within sixty (60) days of receipt of a valid invoice and fulfilment of the contractual payment requirements.

2. Warranty

2.1 The Supplier warrants that all Goods supplied shall be new, unused, free from defects and compliant with the specifications and requirements of the Contract.
2.2 The warranty shall remain valid for twelve (12) months from the date of delivery and acceptance of the Goods.
2.3 The Purchaser shall notify the Supplier in writing of any defects identified during the warranty period.
2.4 The Supplier shall, at its own cost, repair or replace defective Goods within a reasonable period. Failure to do so shall entitle the Purchaser to arrange remedial action at the Supplier's expense, without prejudice to other contractual remedies.

3. Maintenance and After-Sales Support

3.1 The Supplier shall provide necessary maintenance and technical support during the twelve (12)-month warranty period.
3.2 Maintenance arising from manufacturing defects or faulty workmanship shall be undertaken at no additional cost to the Purchaser.
3.3 The Supplier shall attend to reported faults within a reasonable period and provide technical guidance on the proper use and maintenance of the Goods.
3.4 Maintenance required after the warranty period shall be subject to a separate written agreement between the parties.

4. Prices

4.1 The Contract Price shall remain fixed as quoted in the Supplier's tender and accepted by the Purchaser. No price adjustments shall be permitted unless authorised in writing under the Contract.

5. Change Orders

5.1 The Purchaser may issue written instructions for changes relating to specifications, packaging, shipping arrangements, delivery location or services within the scope of the Contract.
5.2 Any resulting adjustment to the Contract Price or delivery schedule shall be mutually agreed upon in writing before implementation.
5.3 Claims for adjustments shall be submitted within thirty (30) days of receipt of the change instruction.

6. Delivery of Goods and Performance of Services

6.1 The Supplier shall deliver, and install the Goods and perform any related Services in accordance with the specifications, delivery schedule and requirements set out in the Schedule of Requirements.
6.2 The Goods shall be delivered to the location specified by the Purchaser.

7. Inspection and Acceptance of Equipment

7.1 The Purchaser or its designated representative shall have the right to inspect and test the equipment upon delivery to verify compliance with the specifications and requirements of the Contract.

7.2 The Supplier shall provide the necessary assistance, technical information and facilities required for inspection and testing at no additional cost to the Purchaser.

7.3 Any equipment found to be defective, damaged or non-compliant shall be repaired or replaced by the Supplier at its own cost within a reasonable period.

7.4 Acceptance of the equipment shall only be confirmed upon satisfactory inspection and verification by the Purchaser.

7.5 Payment shall be processed only after delivery, satisfactory inspection and acceptance of the equipment, subject to submission of the required documentation.

8. Termination for Convenience

8.1 The Purchaser may terminate the Contract, wholly or partially, by giving written notice to the Supplier.

8.2 Upon termination, the Purchaser shall pay for Goods completed and accepted in accordance with the Contract. Any compensation for partially completed Goods or materials specifically procured for the Contract shall be subject to mutual agreement.

9. Resolution of Disputes

9.1 The Purchaser and Supplier shall endeavour to resolve disputes amicably through direct negotiations.

9.2 Where a dispute remains unresolved within thirty (30) days of commencement of negotiations, either party may refer the matter to adjudication or arbitration in accordance with the applicable laws of the Kingdom of Eswatini.

10. Notices and Correspondence

10.1 Pigg's Peak Town Council shall be responsible for official correspondence, contract administration, decisions and payment processing relating to this Contract on behalf of the Purchaser.

10.2 All contractual notices shall be made in writing and delivered to the following addresses:

PURCHASER:

Pigg's Peak Town Council
P.O Box 479
Pigg's Peak
Plot 1471 &1473

SUPPLIER:

(To be filled in at the time of Contract signing)
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Disclaimer

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