



# The Kingdom of Eswatini

## Eswatini Bank

### Invitation to Tender (ITT) Document

<b>Procurement Method:</b>	<b>Open tender</b>
<b>Subject of Procurement:</b>	<b>Supply and delivery of desktops and laptops</b>
<b>Procurement Reference Number:</b>	<b>ITT/IT/02/2026</b>
<b>Date of Issue:</b>	<b>16 June 2025</b>
<b>Submission Deadline:</b>	<b>18 July 2025</b>
<b>Participation:</b>	<b>National</b>

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Standard Tender Document for the Procurement of Goods

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# Standard Tender Document

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# Invitation to Tenderers

## TENDER NOTICE UNDER OPEN TENDERING

### Supply and delivery of desktops and laptops – ITT/IT/02/2026

1. The Eswatini Bank has allocated funds to be used for the procurement of desktops and laptops.
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 National 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 08:00 hours to 16:00 hours. Tender documents in English may be purchased by interested Tenderers(s) from the address below at 7(a) upon payment of a non-refundable fee of E350.00 The method of payment will be through any Eswatini Bank branch into **Account Number 77400000533**.
5. Tender documents may be viewed and downloaded for free from the website <https://esppra.co.sz/sppra/tender.php>. Tenderers who download the tender document must forward their particulars immediately to [tenders@swazibank.co.sz](mailto:tenders@swazibank.co.sz) to facilitate any further clarification or addendum.
6. Tenders must be delivered to the address below at 7(c) at or before 10 am 18 July 2025. **All Tenders must be accompanied by a Tender securing declaration.** Tender securing declarations must be valid until 22 September 2025. 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 10:00 am 18 July 2025.
7. Address and contact details.

(a)	Information about the tender shall be accessed from:	<a href="mailto:tenders@swazibank.co.sz">tenders@swazibank.co.sz</a>
(b)	Documents will be issued from:	18 June 2025
(c)	Tenders must be delivered to:	The Secretary of the Tender Committee Eswatini Bank Engungwini building. Gwamile street Mbabane M-Floor
(d)	Address of Tender opening:	Eswatini Bank

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		Engungwini building. Gwamile street Mbabane
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8. The planned procurement schedule (subject to changes) is as follows:

	Activity	Date
(a)	Publish Tender notice	18 June 2025
(c)	Tender closing date	18 July 2025
(d)	Evaluation process	<i>(Within 15 working days from Tender closing date)</i>
(e)	Notification and Publication of Notice of Intention to award	<i>Within 5 working days from Entity Tender Board/Relevant Approval's award)</i>
(f)	Contract award letter	<i>(After expiry of at least 10 working days from issuance of the Notice of intention to award).</i>

**Name: Hlengiwe Bhembe**

**Position of Authorised Official: Procurement Manager**

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# PART 1 – Tendering Procedures

## Section 1: Instructions to Tenderers

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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;

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- (iv) “coercive practice” is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;
  - (b) will reject a recommendation for award if it determines that the Tenderer recommended for award has engaged in corrupt, fraudulent, collusive or coercive practices in competing for the Contract;
  - (c) will suspend a Provider from engaging in any public procurement proceeding for a stated period of time, if it at any time determines that the Provider has engaged in corrupt, fraudulent, collusive or coercive practices in competing for, or in executing, a Government contract.
- 3.2 Furthermore, Tenderers shall be aware of the provision stated in Sub-Clause 3.2 and Sub-Clause 36.1 (g) of the General Conditions of Contract.
- 3.3 In pursuit of the policy defined in Sub-Clause 3.1, the Procuring entity may terminate a contract or be ordered by ESPPRA to cancel a contract if it at any time determines that corrupt, fraudulent, collusive or coercive practices were engaged in by representatives of the Procuring entity or of a Tenderer or Provider during the procurement or the execution of that contract.
- 3.4 In pursuit of the policy defined in Sub-clause 3.1, the Government of The Kingdom of Eswatini requires representatives of both the Procuring Entities and of Tenderers and Providers to adhere to the relevant codes of ethical conduct. The Code of Ethical Conduct for Tenderers and Providers as provided in the Tendering forms shall be signed by the Tenderer and submitted together with the other Tendering forms.
- 3.5 In pursuit of the policy defined in Sub-clause 3.1, the Government of The Kingdom of Eswatini may suspend a provider from engaging in any public procurement or disposal process for a period determined by the Agency, where the provider is suspended from the procurement processes of an international agency of which Eswatini is a member.
- 3.6 Any communications between a Tenderer and the Procuring Entity related to matters of alleged fraud or corruption must be made in writing and addressed to the Controlling Officer of the Procuring Entity

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#### **4. Eligible Tenderers**

- 4.1 A Tenderer, and all parties constituting the Tenderer, shall meet the following criteria to be eligible to participate in public procurement:
- (a) the Tenderer has the legal capacity to enter into a contract;
  - (b) the Tenderer is not:
    - (i) insolvent;
    - (ii) in receivership;
    - (iii) bankrupt; or
    - (iv) being wound up
  - (c) the Tenderer’s business activities have not been suspended;
  - (d) the Tenderer is not the subject of legal proceedings for any of the circumstances in (b); and

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- (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.

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## **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

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## **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;

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- (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;

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- (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

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- 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

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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

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- 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.

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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.

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## **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

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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;

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- (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

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- (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.

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- 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;

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- (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.

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## **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

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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

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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
<b>A. General</b>	
<b>ITT 1.1</b>	The Procuring entity is <b>Eswatini Bank</b>
<b>ITT 1.1</b>	The subject of procurement is <b>Supply and delivery of desktops and laptops</b>
<b>ITT 1.1</b>	The Procurement Reference number of the Tendering Document is: <b>ITT/IT/02/2026</b>
<b>ITT 1.1</b>	The number and identification of lots comprising this Tendering Document is: The minimum and maximum number of Lots a Tenderer may Tender for is: <b>None</b>
<b>ITT4.0</b>	Interested suppliers must provide documentary evidence of the following documents or their equivalent to (foreign) suppliers. <ul style="list-style-type: none"> <li>• Proof of payment for SZL 350.00</li> <li>• A Valid Trading license</li> <li>• Form J and Form C</li> <li>• A Valid Tax Compliance Certificate</li> <li>• Power of Attorney</li> <li>• ENPF compliance certificate</li> <li>• Police clearance for all Directors</li> <li>• National Identity documents for all directors</li> <li>• A tender security declaration (Attached)</li> <li>• A Labor compliance certificate</li> <li>• A certificate of incorporation</li> <li>• Tender Submission Form (Attached)</li> <li>• Declaration of Eligibility (Attached)</li> <li>• Audited financial statements for the past two years</li> <li>• Manufacturers Authorization (for all items to be supplied)</li> </ul>
<b>ITT 5.5</b>	The Tenderer <b>shall</b> not 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>B. Tendering Document</b>	
<b>ITT 7</b>	For clarification purposes only, the Procuring entity's address is: Attention: Physical Address: <b>Engungwini building, Gwamile Street Mbabane</b> Postal Address: <b>PO Box 336 Mbabane</b>

Instructions to Tenderers Reference	Data relevant to the ITT
	Electronic mail address: <a href="mailto:tenders@swazibank.co.sz">tenders@swazibank.co.sz</a>
ITT 7	The Procuring entity will respond to any request for clarification provided that such request is received no later than <b>9<sup>th</sup> July 2025</b> .
<b>C. Preparation of Tenders</b>	
ITT 10.2	The language for the Tender is <b>English</b>
ITT 11 (h)	<p>The Tenderer shall submit with its Tender the following additional documents:</p> <ul style="list-style-type: none"> <li>• Proof of payment for SZL 350.00</li> <li>• A Valid Trading license</li> <li>• Form J and Form C</li> <li>• A Valid Tax Compliance Certificate</li> <li>• Power of Attorney</li> <li>• ENPF compliance certificate</li> <li>• Police clearance for all Directors</li> <li>• National Identity documents for all directors</li> <li>• A tender security declaration (Attached)</li> <li>• A Labor compliance certificate</li> <li>• A certificate of incorporation</li> <li>• Tender Submission Form (Attached)</li> <li>• Declaration of Eligibility (Attached)</li> <li>• Audited financial statements for the past two years</li> <li>• Manufacturers Authorization (for all items to be supplied)</li> </ul>
ITT 14.5	The Incoterms edition is: <b>2020</b>
ITT 14.6(a)(i)	For Goods, the Tenderer shall quote prices using the following Incoterms: <b>DDP-Delivered Duty Paid</b>
ITT 14.7	The prices quoted by the Tenderer shall be: <b>Lilangeni</b>
ITT 15.1(a)	For Goods and Related Services originating in Eswatini the currency of the Tender shall be: <b>Lilangeni</b>
ITT 15.1(b)	For Goods and Related Services originating outside of Eswatini the currency of the Tender shall be: <b>Lilangeni</b>
ITT 18.3	<p>Tenderers <b>shall not</b> provide a representative sample of the Goods as detailed in Section 6 Statement of Requirements.</p> <p>Tenderers <b>shall not</b> provide a demonstration of the use of the Goods during the evaluation process.</p>
ITT 20.1	Tenders shall be valid until: <b>16 September 2025</b>

Instructions to Tenderers Reference	Data relevant to the ITT
ITT 21.1	A Tender Securing Declaration <b>shall</b> be required.
ITT 21.3	The Tender Securing Declaration shall be valid until <b>22 September 2025</b>
ITT 22.1	In addition to the original of the Tender document, <b>one copies are required</b>
<b>D. Submission and Opening of Tenders</b>	
ITT 24.1	For Tender submission purposes only, the Procuring entity's address is: Attention: <b>Secretary to Tender Committee</b> Physical Address: <b>Engungwini building, Gwamile Street</b> Floor/Room number: <b>M-floor</b> Town/City: <b>Mbabane</b> Country: <b>Eswatini</b> The deadline for Tender submission is: <b>18 July 2025</b> Date and Time (SAST): <b>10:00am</b>
ITT 27.1	The Tender opening shall take place at: Physical Address: <b>Engungwini building, Gwamile Street</b> Town/City: <b>Mbabane</b> Country: <b>Eswatini</b> Date and Time (SAST): <b>18 July 2025 at 10:00 am</b>
<b>E. Evaluation of Tenders</b>	
ITT 34	Conversion of other currencies not applicable
ITT 35.1	A margin of preference <b>shall not</b> apply. If a margin of preference applies, the application methodology shall be as stated in Section 3 Evaluation Methodology and Criteria.
ITT 35.2	(a) The margin of preference for firms in Group A shall be: <b>0%</b> (b) The margin of preference for firms in Group B shall be: <b>0%</b> (c) The margin of preference for firms in Group C shall be: <b>0%</b>
<b>F. Award of Contract</b>	
ITT 42.1	The maximum percentage by which quantities may be increased is: <b>10%</b> The maximum percentage by which quantities may be decreased is: <b>10%</b>
ITT 46.1	The Advance Payment shall be limited to <b>0%</b> percent of the Contract Price.

Instructions to Tenderers Reference	Data relevant to the ITT
<b>ITT 47.1</b>	<p>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 <a href="https://esppra.co.sz">https://esppra.co.sz</a></p> <p>If a Tenderer wishes to lodge a Procurement-related Complaint, the Tenderer shall submit its complaint following these procedures, in writing to:</p> <p><b>Title/position:</b> <i>Managing Director</i></p> <p><b>Procuring Entity:</b> <i>Eswatini Banki</i></p> <p><b>Email address:</b> <i>tenders@swazibank.co.sz</i></p>

## 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	Trading Licence Form C and J Certificate of Incorporation Power of attorney
(b)	The Tenderer is not insolvent, in receivership, bankrupt or being wound up, its affairs are not being administered by a court or a judicial officer, its business activities have not been suspended, and it is not the subject of legal proceedings for any of the foregoing	Two years Audited financial statement.  Fully filled and signed declaration of eligibility
(c)	The Tenderer has fulfilled its obligations to pay taxes	Tax Compliance Certificate issued by Tax Regulator(ERS)
(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	Fully filled and signed declaration of eligibility
(g)	The Tenderer, or any of its directors or officers, have not been convicted of any criminal offence relating to professional conduct or the making of false statements or misrepresentations as to its qualifications to enter into a procurement contract within a period of five years preceding the commencement of procurement proceedings	Police Clearance Certificate: Not older than 6 months from submission date
(f)	The Tenderer is not subject to suspension in accordance with section 55 of the Public	Fully filled and signed declaration of eligibility

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

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;

<sup>1</sup> Refers to suspension by the Eswatini Public Procurement Regulatory Agency

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

Criteria	Required documents	Yes/No
Financial Capacity	Letter from the bank guaranteeing funding of E 1 000 000.00 or bank statement with a credit balance of E1 000 000.00	
Company experience	Relevant Experience of supplier with a consistent track record of supply and delivery of laptops/desktops to for a minimum period of 2 years	
References	Provide 3 references of supply and deliver contracts of not less than E 500 000. Provide evidence in the form of Reference letters or purchase orders supported by invoices and signed delivery notes.	
Manufacturer's authorisation	A signed Manufacturer's Authorization for the items to be supplied	
warranty	The laptops/desktops should be supplied with a 12-month warranty period.	
Specification	Proposed goods should adhere 100% to required specification. <b>Note: supplier will be evaluated per item for conformation to technical specifications</b>	
<b>Responsiveness</b>	<b>Pass/fail</b>	

## 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

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

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

**9. Margin of Preference**

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

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

**10. Determination of Best Evaluated Tender or Tenders**

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

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

## **Section 4: Tendering Forms**

### **Table of Forms**

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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 offer to supply in conformity with the Tendering Document and in accordance with the delivery schedule specified in the Statement of Requirements the following Goods and Related Services *[insert a brief description of the Goods and Related Services. Amend wording and attach relevant details if an alternative delivery schedule is proposed]*;
- (c) The total price of our Tender, excluding any discounts offered in item (d) below, is: *[insert the total Tender price in words and figures, indicating the various amounts and the respective currencies]*;
- (d) The discounts offered and the methodologies for their application are:  
Unconditional discounts. If our Tender is accepted, the following discounts shall apply. *[Specify in detail each discount offered (e.g. amount/percentage) and the specific item of the Statement of Requirements to which it applies.]*  
Methodology of application of the unconditional discounts. The discounts shall be applied using the following method: *[Specify precisely the method that shall be used to apply the discounts]*;  
Conditional discounts. If our Tenders for more than one lot are accepted, the following discounts shall apply. *[Specify precisely each discount offered (e.g. amount/percentage) and the conditions of the discount.]*  
Methodology of application of the conditional discounts. The discounts shall be applied using the following method: *[Specify in detail the method that shall be used to apply the discounts]*;
- (e) Our Tender shall be valid until the date specified in ITT Sub-Clause 20.1 and it shall remain binding upon us and may be accepted at any time before that date;
- (f) We, including any subcontractors or providers for any part of the contract resulting from this procurement process, are eligible to participate in public procurement in accordance with ITT Clause 4.1
- (g) If our Tender is accepted, we commit to obtain a Performance Security in accordance with the Tendering Document in the amount of *[insert amount and currency in words and figures of the performance security]* for the due performance of the Contract;
- (h) We, including any subcontractors or Providers for any part of the contract, have nationals from the following eligible countries *[insert the nationality of the Tenderer, including that of all parties that comprise the Tenderer, if the Tenderer is a Joint Venture consortium or association, and the nationality of each subcontractor]*;
- (i) We undertake to abide by the Code of Ethical Conduct for Tenderers and Providers during the procurement process and the execution of any resulting contract;

## Part 1: Section 4      Tendering Forms

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- (j) We are not participating, as Tenderers, in more than one Tender in this Tendering process, other than alternative Tenders in accordance with the Tendering Document;
- (k) We do not have any conflict of interest and have not participated in the preparation of the original Statement of Requirements for the Procuring entity;
- (l) We, our affiliates or subsidiaries, including any subcontractors or Providers for any part of the contract, have not been debarred by the Eswatini Public Procurement Regulatory Agency from participating in public procurement;
- (m) The following commissions, gratuities, or fees have been paid or are to be paid with respect to the Tendering process or execution of the Contract: *[insert complete name of each Recipient, their full address, the reason for which each commission or gratuity was paid and the amount and currency of each such commission or gratuity. If none has been paid or is to be paid, indicate "none."]*

Name of Recipient	Address	Reason	Amount & Currency
<hr/>	<hr/>	<hr/>	<hr/>
<hr/>	<hr/>	<hr/>	<hr/>
<hr/>	<hr/>	<hr/>	<hr/>

- (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

## Part 1: Section 4      Tendering Forms

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- (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***

## Part 1: Section 4 Tendering Forms

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

### Price Schedule for Goods and Related Services

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

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

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

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

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]*

<sup>2</sup> In accordance with margin of preference ITB Clause 35, if applicable

<sup>3</sup> In accordance with ITB Clauses 14 and 15

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

### Tender Security

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

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

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

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

THE CONDITIONS of this obligation are the following:

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

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

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

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

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

Dated on \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ *[insert date of signing]*

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

## **Tender-Securing Declaration**

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

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

I/We, the undersigned, declare that:

1. I/We understand that, according to your conditions, Tenders must be supported by a Tender-Securing Declaration.
2. I/We accept that we may be suspended by the Agency in terms of section 55 read with 56 of the Public Procurement Act, 2011 from being eligible for Tendering in any contract with the Government of The Kingdom of Eswatini, if we are in breach of our obligation(s) under the Tender conditions, because we:
  - (a) have withdrawn our Tender during the period of Tender validity specified by us in the Tender Submission Sheet or
  - (b) having been notified of the acceptance of our Tender by the Procuring entity during the period of Tender validity fail or refuse to (i) sign the contract, (ii) fail or refuse to furnish the Performance Security in accordance with ITT Clause 43; or (iii) fail or refuse to accept the correction of our Tender by the Procuring entity, pursuant to ITT Clause 31;
3. I/We understand this Tender Securing Declaration shall cease to be valid if I/we are not the successful Tenderer, upon the earlier of (i) the expiry of the notice of best evaluated Tenderer or (ii) upon the expiration of the validity of my/our Tender on the *[insert Tender validity date]*,

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

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

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

Dated on \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ *[insert date of signing]*

Corporate Seal (where appropriate)

\*Please delete as appropriate

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

### **Manufacturer's Authorisation**

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

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

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

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

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

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

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

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

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

Dated on \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ *[insert date of signing]*

## **Section 5: Eligible Countries**

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

A country shall not be eligible if:

- (a) as a matter of law or official regulation, the Government of The Kingdom of Eswatini prohibits commercial relations with that country, provided that the Government of The Kingdom of Eswatini is satisfied that such exclusion does not preclude effective competition for the provision of Goods or related services required; or
- (b) by an act of compliance with a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations, the Government of The Kingdom of Eswatini prohibits any import of Goods from that country or any payments to persons or entities in that country.

## **PART 2 - Statement of Requirements**

### **Section 6: Statement of Requirements**

#### **Contents**

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**1. List of Goods and Related Services**

<b>Item number</b>	<b>Brief Description of Goods and Related Services</b>	<b>Quantity</b>	<b>Unit of Measure</b>
1.	Desktops	60	Each
2.	Laptops i7	7	Each
3.	Laptops i5	3	Each
4.	Laptop bags	10	Each

## 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 ( <i>days/wks/mths</i> )	Delivery Point/ Site
1.	Desktops	4 weeks	Eswatini Bank Head Office
2.	Laptops i7	4 weeks	Eswatini Bank Head Office
3.	Laptops i5	4 weeks	Eswatini Bank Head Office
4.	Laptop bags	4 weeks	Eswatini Bank Head Office

### 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 specification offered	Technical literature on specification offered in column c
<i>a</i>	<i>b</i>	<i>c</i>	<i>d</i>
1	All-in-One Desktop Processor: <b>Intel Core i5</b> RAM: <b>16GB</b> Operating system: <b>Windows 11Pro</b>		
2	Laptop Processor: <b>Intel Core i7</b> Display size: <b>15.6 inch</b> RAM: <b>32GB</b> Operating system: <b>Windows 11Pro</b>		
3	Laptop Processor: <b>Intel Core i5</b> Display size: <b>15.6 inch</b> RAM: <b>16GB</b> Operating system: <b>Windows 11Pro</b>		
4	Bag pack to Fit 14-16 inch laptop		

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

**4. Drawings**

List of related Drawings		
Drawing number	Drawing name	Purpose

## 5. Inspections and Tests

List of Inspections and Tests	
Items subject to Inspection and Tests;	Desktops and laptops
Type of inspection or tests and the standards to be met;	Observations and testing for defect
Location of the inspection or tests;	Eswatini Bank head office
Inspection agency;	IT Officer
Timing of the inspection;	Delivery date
Notifications or documentation required from the Tenderer;	Product test and safety certificates
Provision of any samples for inspection;	N/A
Cost of the inspection;	N/A
Arrangements and costs for any re-inspection required;	N/A
Any other relevant details.	Laptops hardware will inspected for defects and software will be tested if it runs correctly

**PART 3 - Contract**

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

**BETWEEN**

**ESWATINI DEVELOPMENT & SAVINGS BANK**

**AND**

.....

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**PREAMBLE**

This agreement is made by and between the **Eswatini Development & Savings Bank**, a statutory body established in terms of the Swaziland Development and Savings Bank Order, 1973 with its Head Office located at Engungwini Building Gwamile Street Mbabane, Eswatini and for the purpose of executing this agreement into binding force represented herein by **Ms Nozizwe Mulela** in her capacity as the **Managing Director** and hereinafter referred to as “**The Bank**” or “**the Purchaser**”.

And

*[Insert name of Supplier]* a corporation registered under the laws of *[Insert country of Supplier]* having its principal place of business at *[Insert Supplier's Physical Address]* and for the purposes of executing this agreement into binding force hereinafter represented by *[Insert name of authorised signatory for the Supplier]* in his capacity as *[Insert designation of the Supplier's signatory]*, and hereinafter referred to as the “**The Supplier**”.

**WHEREAS**, the Purchaser has gone to tender under *[Insert tender number]* for the *[insert brief description of Goods and Services]* to procure suitably qualified Suppliers of the Goods and service.

**AND WHEREAS**, The Supplier is willing to Supply the Goods and Related Services and has warranted that it has the expertise, resources and capacity to provide such services;

**AND WHEREAS**, in consideration of the payments to be made by the Purchaser to the Supplier as specified in this Contract, the Supplier hereby covenants with the Purchaser to provide the Goods and Related Services and to remedy defects therein in conformity in all respects with the provisions of the Contract;

**AND WHEREAS**, the Purchaser hereby covenants to pay the Supplier in consideration of the provision of the Services, 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;

**AND WHEREAS**, it is necessary for the Parties to reach an agreement setting out their respective rights and obligations as between themselves as parties to this Agreement.

**NOW THEREFORE THESE PRESENTS WITNESSETH THAT THE PARTIES HAVE AGREED AS FOLLOWS:**

**DEFINITIONS**

- 1.1 In this Agreement, unless the context clearly discloses a contrary intention, words and expressions shall have the same meaning as respectively assigned to them in this clause, the definitions clause.
- 1.2 The clauses headings in this agreement are used for convenience and reference purposes only and shall not be used in the interpretation nor be deemed to modify or amplify the terms of this Agreement or any clause thereof.
- 1.3 Unless the context clearly indicates a contrary intention, any words importing or connoting any gender includes all genders;
  - 1.3.1 The singular includes the plural and vice versa;
  - 1.3.2 Natural persons include artificial persons and vice versa;
- 1.4 In the eventuality of a change in the Law in Eswatini to provide for the same, insolvency shall include judicial management;
- 1.5 The terms of this agreement having been negotiated, the rule of construction that provisions are to be construed against the Party drafting an agreement, or part of an agreement, or on whose behalf an agreement or part of an agreement has been drafted, shall not apply to this Agreement.
- 1.6 The following expressions shall bear the meanings assigned to them below and cognate expressions shall bear corresponding meanings: -
  - 1.6.1 **“Activity Schedule”** is the completed list of items of Services to be performed by the Supplier forming part of his Bid;
  - 1.6.2 **“Business Day”** or **“Working Day”** means any day other than a Saturday, Sunday or any official public holiday within the Kingdom of Eswatini.
  - 1.6.3 **“Commencement Date”** is the date this Agreement is signed by both parties, being the commencement of the Term.
  - 1.6.4 **“Completion Date”** means the fulfilment of the Services by the Supplier in accordance with the terms and conditions set forth in the Contract.
  - 1.6.5 **“Contract”** or **“Agreement”**, which terms and/or phrases are herein interchangeable, mean this agreement, entered into by the Purchaser and the Supplier together with the Contract documents referred to therein, including all attachments, appendices, and all documents incorporated by reference therein.
  - 1.6.6 **“Contract Price”** means the price payable to the Supplier as specified in in the Price Schedule.
  - 1.6.7 **“Day”** means any day of the week of the typical Gregorian Calendar seven day week.
  - 1.6.8 **“Goods”** means all the commodities, raw material, machinery and

equipment, and/or other materials that the Supplier is required to supply to the Purchaser under the Contract.

- 1.6.9 **“Order”** shall mean the Purchaser’s official Purchase Order.
- 1.6.10 **“Price Schedule”** is the is the priced and completed list of items of Services to be performed by the Supplier forming part of his Bid
- 1.6.11 **“Purchaser”**, means **The Eswatini Bank.**
- 1.6.12 **“Related Services”** if applicable, means the services incidental to the supply of the Goods, such as insurance, decommissioning, installation, commissioning, training, initial maintenance and other such obligation of the Supplier as specified in the Agreement.
- 1.6.13 **“Services”** means the supply of the Goods and any works to be performed by the Supplier pursuant to the Contract.
- 1.6.14 **“Signed”** or **“Signature”** means a hand-written signature, including any signature appended by electronic communication; where “electronic communication” has the meaning assigned to it in the Electronic Records (Evidence) Act, 2009, which is law in Eswatini;
- 1.6.15 **“Supplier”** shall mean the person or body corporate whose Bid to supply the Goods and provide the Related Services has been accepted by the Purchaser;
- 1.6.16 **“Technical Specifications”** means the specifications of the Services included in the Contract, and any additions and modifications to the specifications in accordance with the Contract.
- 1.6.17 **“Third Party”** means any person or entity other than the parties;
- 1.6.18 **“In Writing”** shall mean written, printed, or partly one and partly another and other modes of representing or producing words in a visible form, include any hand-written or facsimile communications but exclude any communication by way of a data message, unless use of a data message has been expressly authorised herein. The term “data” has the meaning as defined in the Electronic Records (Evidence) Act, 2009, which is law in Eswatini; “written”, “writing” shall have corresponding meanings.

## COMMENCEMENT, COMPLETION AND MODIFICATION

This Agreement shall be deemed to have come into force and effect on the date of signature hereof and shall be for the period specified in the Activity Schedule, unless terminated in accordance with the termination clause.

The Supplier shall within seven (7) days of the commencement date, submit to the Purchaser for approval a Program showing the methodology, Delivery schedule, arrangements, order and timing of all activities. Alternatively, at the request of either of the Parties, within a week after the commencement of this Agreement, the Parties shall meet for the purposes to distil and settle any logistical issues.

The Supplier shall commence the delivery of the Goods as per the Delivery Schedule given and/or to be given to them by the Purchaser.

The Supplier shall complete the activities by the intended completion date as specified in the Program specified under Sub-Clause 2.2. If the Supplier fails to complete the activities by the intended completion date, it shall be liable to pay liquidated damages as per Clause 3.

Modification of the terms and conditions of this Contract, including any modification of the scope of the Services or of the Contract Price, may only be made by written agreement between the Parties upon approval by the Purchaser's Main Tender Committee.

### **DELAY DAMAGES**

If the Supplier fails deliver any or all of the Goods by the date(s) of delivery or perform any or all of the Related Services within the agreed period, the Purchaser may without prejudice to all its other remedies under the Contract give notice in writing to the Supplier requiring the Supplier to deliver all of the Goods or perform any or all of the Related Services within a period specified in the notice (which shall be a reasonable period having regard to the circumstances but not shorter than 7 – 10 days calculated from the Supplier's receipt of notice). If the Supplier fails to comply with the notice, the Purchaser shall as a sole compensation be entitled to:-

- (i) Claim as liquidated damages a sum equivalent to 1% per total order(s) or price of the delayed goods or unperformed services for each week or part thereof until actual delivery or performance, up to a maximum of 2%;
- (ii) Alternatively, the Supplier undertakes to pay the price differential for extra costs incurred for acquiring the Goods from a third party, and Purchaser shall ensure that evidence is produced and that it has been done in a reasonable manner.

If the Supplier fails deliver any or all of the Goods or perform any or all of the Related Services within such time, the Purchaser shall be entitled to terminate the Contract wholly or partially pursuant to Clause 25.

### **RESPONSIBILITIES AND DUTIES OF THE PURCHASER**

The Purchaser shall timeously provide to the Supplier, free of charge all information which will be reasonably required for the delivery of the Goods or completion of Related Services. The Supplier shall be entitled to rely on the accuracy and completeness of such information.

The Purchaser shall make decisions on all matters properly referred to it in this writing by the Supplier within a reasonable time so as to not delay the delivery of the Goods or completion of Related Services.

Towards the fulfilment of its obligations, the Purchaser shall be responsible for supervision and approval for acceptance of completed Related Service.

### **RESPONSIBILITIES AND DUTIES OF THE SUPPLIER**

The Supplier shall ensure that Goods are delivered at the designated Purchaser's site and/or specified location within the agreed period in a good and acceptable condition.

The goods shall be of the quantities and kinds described and equal in all respect to the descriptions, specifications, patterns and or Supplier's samples that have been physically verified and approved by the Purchaser and form part of the contract.

Where the Supplier is required to perform any Service and/or Related Service, the Supplier shall perform the Services and Related Services in accordance with the Specifications, and carry out its obligations with all due diligence, efficiency, and economy, in accordance with generally accepted professional techniques and practices, and shall observe sound management practices, and employ appropriate advanced technology and safe methods.

#### **PARTIES REPRESENTATIVES**

Each party shall appoint a representative to be the primary point of contact in relation to matters arising from this Agreement, and shall give him/her all the authority necessary to act on their behalf. Should the representative be replaced, the party replacing the representative shall promptly inform the other party in writing of the name and contact details of the new representative. Any representative appointed shall be authorized to make decisions on the day to day operation of the Agreement.

#### **PACKAGING AND TRANSPORT**

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

The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the Contract, including additional requirements in any other instructions ordered by the Purchaser.

Responsibility for transportation of the Goods shall be as specified with the Incoterms 2010.

#### **DELIVERY OF GOODS AND DOCUMENT**

Delivery will be in accordance with the Delivery Schedule to the location designated by the Purchaser in the Contract, at the Supplier's risk. Any deviations thereof must be notified in writing to the Purchaser who reserves the right to cancel the contract for any changes thereof.

If goods are delivered to an incorrect destination, the Supplier shall be responsible for any additional costs incurred in affecting delivery to the correct destination.

The title to the products sold hereunder shall pass from the Supplier to the Purchaser upon complete payment of the purchase price of the products mentioned hereinafter. The risks of loss or damage to such products sold hereunder shall pass from the Supplier to the Purchaser at the date of delivery of the products.

The Supplier shall deliver the Goods to the Purchaser with the following documents

Invoice in duplicate

Delivery Note

Inspection Test Certificates

Manufacturer's or Supplier's warranty certificate

### **INCIDENTAL SERVICES**

The Supplier may be required to provide any or all of the following Related Services, including additional Related Services, if any, specified in the Activity Schedule:

performance or supervision of on-site assembly and/or start-up of the supplied Goods;

furnishing of tools required for assembly and/or maintenance of the supplied Goods;

furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied Goods;

performance or supervision or maintenance and/or repair of the supplied Goods, for a period of time agreed by the parties, provided that this service shall not relieve the Supplier of any warranty obligations under this Contract; and

training of the Purchaser's personnel, at the Supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied Goods.

Prices charged by the Supplier for incidental Related Services, if not included in the Contract Price for the Goods, shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the Supplier for similar services.

### **SPECIFICATIONS AND STANDARDS**

The Goods and Related Services supplied under this Contract shall conform to the technical specifications and standards as are accredited by the required bureau of standards and shall provide to the Supplier the required proof of certification.

The Supplier warrants that the Goods and Related Services to be supplied shall be of merchantable quality and in accordance with any specifications which may be provided by the Supplier in the written order.

### **INSPECTIONS AND TESTS**

All delivered Goods shall be inspected within seven (7) days after delivery and may be rejected if found to be defective or inferior in quality to; or differing in form of

material from the requirements of the Contract, or if they do not comply with any term, express or implied of the contract.

Inspections and tests may be conducted on the premises of the Supplier, at point of delivery, and/or at the Goods' final destination, or in another place specified by Purchaser. If conducted on the premises of the Supplier, all reasonable facilities and assistance, including access to drawings and production data, shall be furnished to the inspectors at no charge to the Purchaser.

The Purchaser or its designated representative shall be entitled to attend the tests and/or inspections, provided that the Purchaser bear all of its own costs and expenses incurred in connection with such attendance including, but not limited to, all traveling and board and lodging expenses.

Whenever the Supplier is ready to carry out any such test and inspection, it shall give a reasonable advance notice, including the place and time, to the Purchaser. The Supplier shall obtain from any relevant third party or manufacturer any necessary permission or consent to enable the Purchaser or its designated representative to attend the test and/or inspection.

The Purchaser may require the Supplier to carry out any test and/or inspection not required by the Contract but deemed necessary to verify that the characteristics and performance of the Goods comply with the technical specifications codes and standards under the Contract, provided that the Supplier's reasonable costs and expenses incurred in the carrying out of such test and/or inspection shall be added to the Contract Price. Further, if such test and/or inspection impedes the progress of manufacturing and/or the Supplier's performance of its other obligations under the Contract, due allowance will be made in respect of the Delivery Dates and Completion Dates and the other obligations so affected.

The Supplier shall provide the Purchaser with a report of the results of any such test and/or inspection.

The Purchaser may reject any Goods or any part thereof that fail to pass any test and/or inspection or do not conform to the specifications. The Supplier shall either rectify or replace such rejected Goods or parts thereof or make alterations necessary to meet the specifications at no cost to the Purchaser, and shall repeat the test and/or inspection, at no cost to the Purchaser, upon giving a notice pursuant to Sub-Clause 11.4.

The Supplier agrees that neither the execution of a test and/or inspection of the Goods or any part thereof, nor the attendance by the Purchaser or its representative, nor the issue of any report pursuant to Sub-Clause 11.6, shall release the Supplier from any warranties or other obligations under the Contract..

## **WARRANTIES**

The Supplier warrants that the goods are new, unused, and of the most recent or current models, and that they incorporate all recent improvements in design and materials.

The Supplier further warrants that the Goods shall be free from defects arising from any act or omission of Supplier or arising from design, materials and workmanship, under normal use in the conditions prevailing in Eswatini or its country of origin.

The warranty shall remain valid for twelve (12) months after the goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination.

The Purchaser shall give notice to the Supplier stating the nature of any such defects together with all available evidence thereof, within seven (7) days following the discovery thereof. The Purchaser shall afford all reasonable opportunity for the Supplier to inspect such defects.

Upon receipt of such notice, the Supplier shall within thirty (30) days expeditiously repair or replace the defective goods or parts thereof, at no cost to the Purchaser.

The whole of any consignment may be rejected if a reasonable sample of Goods taken from that consignment is found not to conform in certain material respect to the requirement of the contract.

If having been notified, the Supplier fails to remedy the defect within the period specified in this Clause, the Purchaser may proceed to take within a reasonable period such remedial action as may be necessary, at the Supplier's risk and expense and without prejudice to any other rights which the Purchaser may have against the Supplier under the Contract.

Goods so rejected after delivery shall be removed by the Supplier at its own expense within fourteen (14) days from the date of the notification of rejection. In the event of the Supplier failing to remove them within such period, the Purchaser may dispose of the goods as it deems fit.

#### **DEFECTS LIABILITY**

The defects notification period shall be twelve (12) months from the date of take-over or eighteen from the date of notification of readiness by the Supplier to complete any other Service other than the Goods, whichever is earlier. The Supplier shall remedy any defects arising out of poor workmanship, design or use of faulty parts during the defects correction period. The responsibilities under the defects correction period shall not apply to the following:-

Normal wear and tear

Implied warranties in law

Use of unauthorized third parties to repair, install or commission

Use of unauthorized spare parts

Free issue material

Failure by the Purchaser to maintain the works in accordance with the Supplier's manual, instructions guidelines and industry standards.

#### **CONTRACT PRICE AND PAYMENT TERMS**

**Contract Price**

The agreed prices on the Price Schedule shall be binding and cover all costs and expenses associated with the delivery of the Goods and/or performance of any Related Service(s).

Reviewing of prices under this contract shall remain the prerogative of the Purchaser. Proven facts and calculations which has influenced the price change (whether up or down) are to be well presented to the Purchaser. If there is a necessity for the price to change, that is to be done through a well-documented request to be directed to the Purchaser's Main Tender Committee to consider and decide on an appropriate action.

No unilateral price increase will be entertained by the Purchaser save for following the above mentioned procedure.

Negotiations and agreed upon trade/cash discounts will be effected on settlements/invoices, where appropriate.

The Supplier will not be obliged to continue with the delivery of the Goods and/or performance of any Related Service(s) until a written or any other form of agreement is settled concerning adjustment of the contract price.

**Payment Terms**

All payments shall be made in local currency or any other currency as agreed thereto between the Parties.

The Supplier's request for payment shall be made to the Purchaser in writing, accompanied by Invoices with an Order Number and Delivery Note describing, as appropriate, the Goods delivered and Related Services performed. Invoices without Order Number may cause a delay in payment.

Payment shall be made within thirty (30) days upon receipt of Invoice and Delivery Note through EFT to the bank handed by the Supplier and confirmed with the bank and the Director(s) of the Supplier.

In the event that the Purchaser fails to pay the Supplier any payment after fifteen (15) days of the due date, the Purchaser shall pay the Supplier interest on the amount of such delayed payment at the bank rate as determined by the Central Bank of Eswatini from time to time for each month the Purchaser is in default.

If any item(s) or part of an item in an Invoice submitted by the Supplier is disputed by the Purchaser, the Purchaser shall give notice (through the Payments Office) before the due date of payment with reason, but shall endeavour not to delay payment on the remainder of the Invoice.

**TAX CONSIDERATIONS**

The Contract Prices shall be deemed to include all taxes, levies and custom duties applicable to the Services. However, the prices shall be exclusive of Value Added Tax (VAT) for foreign Suppliers, but inclusive of VAT for Eswatini based Suppliers.

Foreign Suppliers, its directors and its employees shall be subject to all the laws of Eswatini pertaining to statutory submissions, returns, declarations and the payment of all tax dues in terms of all legislation relating to Withholding tax.

#### **CHANGE ORDERS AND CONTRACT AMENDMENT**

The Purchaser may at any time order the Supplier through a notice to make changes with the general scope of the Contract in any one or more of the following:

drawings, design or specifications where Goods to be furnished under the Contract are to be specifically manufactured for the Purchaser;

the method of shipment or packing;

the place of delivery; and

the Related Services to be provided by the Supplier.

If any such change causes an increase or decrease in the cost of, or the time required for, the Supplier's performance of any provisions under the Contract, an equitable adjustment shall be made in the Contract Price or in the Delivery/Completion Schedule, or both, and the Contract shall accordingly be amended. Any claims by the Supplier for adjustment under this Clause must be asserted within twenty-eight (28) days from the date of the Supplier's receipt of the Purchaser's change order.

Prices to be charged by the Supplier for any Related Services that might be needed but which were not included in the Contract shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the Supplier for similar services.

Subject to the above, no variation in or modification of the terms of the Contract shall be made except by written amendment signed by the parties.

#### **ASSIGNMENT AND SUB-CONTRACTING**

The Supplier shall not subcontract or delegate any of the Service to a third party without the consent of the Purchaser in writing. Any such subcontracting or delegation shall not relieve the Supplier from any of his obligations under the Contract. Except for the aforesaid, the obligations of a party in accordance with this Contract may only be assigned with the approval of the other party in writing. Any notice from a party to the other party to be given in writing by mail or electronic mail addressed to the other party at the address given against his name in the form of contract.

#### **INDEMNITY AND LIMITATION OF LIABILITY**

Neither party ("the liable party") shall be liable to the other party ("the indemnified party") for any loss, liability, claim for damages incurred by the indemnified party arising out of the performance by the liable party of its obligations in terms of this agreement, provided that such loss, liability, claim for damages did not arise out of the negligence or any intentional act or omission by the liable party, its agents, consultants or employees. In no event will either party be liable to the other for any indirect or consequential loss or damages save to the extent expressly provided in this Agreement.

Neither party ("the liable party") shall be liable to the other party ("the indemnified party") for any loss, liability, claim for damages incurred by the indemnified party arising out of the performance by the liable party of its obligations in terms of this agreement, provided that such loss, liability, claim for damages did not arise out of the negligence or any intentional act or omission by the liable party, its agents, consultants or employees. In no event will either party be liable to the other for any indirect or consequential loss or damages save to the extent expressly provided in this Agreement.

The limit of liability under the Contract, in tort or otherwise, shall not exceed the total Contract Price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.

### **INSURANCE TO BE TAKEN OUT BY THE SUPPLIER**

The Supplier agrees to forthwith arrange and keep in force insurance cover in respect of the execution of the Service, to an extent approved by the Purchaser in writing to cover potential liabilities related to the works, against loss or damage incidental to manufacture or acquisition, transportation, storage and delivery, including its staff, public and third party liability which cover shall be in force until the time at which all such exposure to liability shall cease.

### **FORCE MAJEURE**

Neither party shall be liable under this Agreement if and so far and so long as either or both of them are prevented from carrying out the same by "force majeure", that is to say an act of God, act of war, warlike operations, civil commotion, strikes or any industrial action whatsoever, fire, tempest or any situation beyond the control of either party that is not foreseeable, is unavoidable and its origin is not due to negligence or lack of care thereof. Such events may include, but not be limited to, acts of the Purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes.

If a Force Majeure situation arises, the Supplier shall promptly notify the Purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the Purchaser in writing, the Supplier shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

If conditions of force majeure persist in respect of a party for a period in excess of twenty-one (21) days and have material adverse effect on the other party, and the parties are within such period unable to reach written agreement on amendments to the relevant provisions of this agreement to take into account such conditions, the other party may terminate this agreement with immediate effect on written notice. Except that the Supplier shall, upon such termination, be reimbursed for any material/equipment purchased before the termination which he is bound to accept delivery (such material will upon payment become the property of the Purchaser.)

### **EXTENSION OF TIME**

If at any time during performance of the Contract, the Supplier should encounter conditions impeding timely delivery of the Goods or completion of Related Services, the Supplier shall promptly notify the Purchaser in writing of the delay, its likely duration, and its cause. As soon as practicable after receipt of the Supplier's notice, the Purchaser shall evaluate the situation and may at its discretion extend the Supplier's time for performance, in which case the extension shall be ratified by the parties by amendment of the Contract or written notice.

Except in case of Force Majeure, a delay by the Supplier in the performance of its Delivery and Completion obligations shall render the Supplier liable to the imposition of liquidated damages, unless an extension of time is agreed upon.

### **COPYRIGHT, PATENT, INTELLECTUAL PROPERTY AND LICENCING RIGHTS**

All originals of plans, drawings, calculations, specifications, designs, electronic data, reports and similar documents prepared by the Supplier in performing the Services shall, on delivery thereof to the Purchaser by the Supplier or its representative, *ipso facto* become and irrevocably remain the property of the Purchaser. Not later than upon completion of the Services or termination of the Contract (as the case may be) the Supplier shall deliver all such documents and data to the Purchaser, together with appropriate indexes, register, etc. The Supplier may retain a copy of such documents but shall not use them for purposes unrelated to the Agreement without the prior approval of the Supplier. The Supplier may access such documents subsequently to the completion of the Services, at the sole discretion of the Purchaser and, when so, by prior written arrangement with the Purchaser, purely on such terms and conditions as the Purchaser shall singularly determine from time to time.

The Supplier shall, however, not be liable (either in contract or delict) to the Purchaser or any party whatsoever as a result of the re-use of the documents, designs, drawings specifications in any project or work other than that in which the documents, designs, drawings and specifications were herein contracted for use, for the occurrence of an incident of the nature contemplated in and/or frowned upon by the Agreement.

All right, title and interest in and to all intellectual property relating to any products owned by any one, their vendors and or suppliers and the software used to Implement such products or provide such services shall, except to the extent provided or agreed to the contrary in terms of this Agreement, at all times remain the sole property of such one of the parties, its vendors or suppliers (as the case may be). In the event of any actual or alleged infringement by the Supplier, the Supplier shall have the option, at its own expense, to modify or replace, or obtain a licence to use, any infringing part of the Service or Goods supplied so that there is no further infringement, provided that such modification or replacement shall be effected with a minimum interruption to the Purchaser.

### **PUBLICATION AND CONFIDENTIALITY**

The Purchaser and the Supplier shall keep confidential and shall not, without the written consent of the other party hereto, divulge to any third party any documents, data, or

other information furnished directly or indirectly by the other party hereto in connection with the Contract, whether such information has been furnished prior to, during or following completion or termination of the Contract.

The Purchaser shall not use such documents, data, and other information received from the Supplier for any purposes unrelated to the contract. Similarly, the Supplier shall not use such documents, data, and other information received from the Purchaser for any purpose other than the performance of the Contract.

The obligation of a parties, however, shall not apply to information that:

the Purchaser or Supplier need to share with institutions participating in the financing of the Contract;

now or hereafter enters the public domain through no fault of that party;

can be proven to have been possessed by that party at the time of disclosure and which was not previously obtained, directly or indirectly, from the other party; or

otherwise lawfully becomes available to that party from a third party that has no obligation of confidentiality.

The above provisions shall not in any way modify any undertaking of confidentiality given by either of the parties hereto prior to the date of the Contract in respect of the Supply or any part thereof.

Each party undertakes to the other for the continuance of this agreement and in perpetuity to keep confidential all information whether written or oral concerning the business and affairs of the other party that it obtains or receives from the other party or any third party unless they are required to be disclosed in response to a valid court order or if disclosure is otherwise required by law or by consent of the other party.

## **CONFLICT OF INTEREST**

Either party shall advise the other party of any conflict of interest which may exist or arise during the implementation of this Agreement or any agreement entered into by the parties in pursuance hereof. Failure to disclose may lead to the disqualification of the Supplier or the termination of the Agreement

Notwithstanding any penalties that may be enforced against the Supplier under the law of Eswatini or that of any other jurisdictions, the Purchaser will be entitled to terminate the Agreement and the Supplier shall be deemed to have committed a material breach of this agreement, that goes to the root of this agreement, if it is shown that the Supplier is guilty of: -

offering, giving, receiving or soliciting anything of value with a view to influencing the behaviour or action of anyone, whether a public official or otherwise, directly or indirectly in the selection process or in the conduct of the Agreement; or misrepresentation of facts in order to influence a selection process or the execution of a contract to the detriment of the Purchaser, including the use of collusive practices intended to stifle or reduce the benefits of free and open competition.

Involving non-eligible persons, into the operations, composition and/or directorship of the Consultant. The following parties are not eligible to be a Consultant or to participate in any capacity as a Consultant:-

- i) current Members, Directors or employees of the Bank and government or politicians as defined in the Procurement Act, 2011;
- ii) if the Consultant, its partners, Sub-Consultants or suppliers appears on the World Bank listing of ineligible firms and individuals or similar listings by other financial institutions;
- iii) if the Consultant, its partners or Sub-Consultants, whether in a principal or subcontracting role, has previously acted or is currently acting in the role of an adviser to the Client for the services;
- iv) if the Consultant, its partners have legal disputes with the Client that are pending in court; and/or
- v) if the Consultant, its partners have been found guilty in a court of law of fraud or corruption related crimes.

#### **BREACH AND TERMINATION**

In the event either party commits any breach of a material provision of this agreement, and remains in breach thereof for seven (7) days after having received written notice from the other party to remedy such breach, or if either party is liquidated or sequestered or commits any act of insolvency, then the other party shall forthwith be entitled (but not obliged) without prejudice to any other rights or remedies which it may have in law (including the right to claim damages) to cancel this agreement with immediate effect.

Without in anyway limiting the generality of the afore going, the offending party shall be liable for all costs incurred by the aggrieved party arising out of or in connection with any steps taken by it to enforce its rights in terms of this agreement, including but not limited to legal costs on an attorney and own client scale, collection commission and tracing fees.

Notwithstanding any other term or provision of this agreement whatsoever, in the event a party is guilty of serious misconduct or any serious breach or non-observation of any condition of this Agreement, or neglect, fail or refuse to carry out the duties assigned to it hereunder and/or of proved theft or fraud and/or extortion and/or forgery and/or uttering and/or any act of dishonesty whatsoever committed by any of the directors and/or employees and/or agents and/or representatives of either party directly or indirectly in relation to the Contract or anything related to or akin to the same shall entitle the other party to summarily cancel this agreement without any notice to that party.

Notwithstanding the provisions of this agreement in respect of this agreement and in relation to breach of contract terms and otherwise, either one of the parties shall nevertheless be entitled to terminate this agreement notwithstanding its provided for a definite duration, subject to an obligation on the part of the one of the parties seeking to so cancel early to give the other one of the parties, one (1) month notice in writing of its intention to so cancel this agreement early. Further, neither party

shall be eligible to claim for any costs whatsoever and howsoever incurred at set up stage or during the course of the Contract or at any other time during the duration of the Contract.

### **SETTLEMENT OF DISPUTES**

This Agreement relies for its efficacy on the exercise by the Parties of utmost good faith. Therefore, the general and specific terms and conditions of this Agreement are to be construed accordingly and will be interpreted where necessary by mutual agreement.

However, should any dispute arise in relation to this agreement; the same shall be notified by the party alleging the dispute to the other, together with all appropriate details.

Settlement of any dispute shall, in the first instance, be by amicable agreement between the Parties at executive level, which process shall commence within twenty (20) days of the said notice and be concluded with due expedition and in writing.

If the Parties are unable to resolve any dispute resulting from this Agreement by means of joint co-operation or discussion between them, within thirty (30) days after a dispute arises, the dispute may be referred to a competent court with jurisdiction, unless the Parties agree to resolve such dispute through arbitration.

Provided that the provisions of this Clause shall be subject to the right of any one of the parties to bring an urgent application against the other one of the parties where such is legally justified and/or warranted.

### **LANGUAGE AND APPLICABLE LAW**

The language of the Agreement shall be English.

The Agreement shall be governed and construed according to the laws for the time being in force in the Kingdom of Eswatini. The Supplier submits to the jurisdiction of the Eswatini Courts for the purposes of any action and proceedings in connection with any legal proceedings whatsoever that may be occasioned against the either party in relation to the Agreement. The Supplier so consents to the jurisdiction of the Eswatini Courts, whether any such said legal proceedings are occasioned by a cause of action arising within or without the area of jurisdiction of the Eswatini courts and notwithstanding that any other courts outside Eswatini might ordinarily (or otherwise) have competent jurisdiction over any such legal matter and/or proceedings. Provided that any judgement entered in favour of Purchaser and against the Supplier in connection with this agreement by the Eswatini Courts, shall be binding upon the Supplier and may irrevocably be enforced against the Supplier in any other jurisdiction, besides that of the Eswatini Courts.

### **CHANGE IN LAW**

In the event that, from the effective date of the agreement, the cost or duration of the Services is altered in an upward or downward manner, as a result of changes in or additions to pertinent legislation or regulations in the Kingdom of Eswatini, the agreed remuneration and time for completion shall be adjusted by agreement of the parties in writing. In this vein, upon any one of the parties forming a view that an incidence of such change or additions has altered the cost or duration of the Services, parties shall engage each other, for the parties to enter into expeditious negotiations to determine, by written agreement,

the nature, degree and precise financial implications of such incidence of change in said pertinent legislation and/or regulations

### DOMICILIUM

The parties hereto choose *domicilium citandi et executandi* for all purposes of and in connection with this Agreement as follows:

[Insert name of the Supplier]

[Insert physical address]

[Insert postal address]

Tel No: [Insert telephone number]

Email: [Insert email address]

### THE ESWATINI BANK (“THE BANK”):

bui;ding

Umlunguzi      Wendlovu

#### **Gwamile Street**

Mbabane, Eswatini

P.O. Box: 336, Mbabane, Eswatini

Telephone No: 2409 5000

Email: [Insert email address]

Either party hereto shall be entitled to change its *domicilium* from time to time, provided that any new *domicilium* selected by it shall be a physical address in the Kingdom of Eswatini other than a box number, and any such change shall only be effective upon receipt of notice in writing by the other parties of such change.

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

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

- on the same day, if delivered by hand or telefax;
- On the fifth day after posting, if sent by prepaid registered mail.

Notwithstanding anything to the contrary herein contained a written notice or communication actually received by a party shall be an adequate written notice or communication to it notwithstanding that it was not sent to or delivered at its chosen *domicilium citandi et executandi*.

### GENERAL PROVISIONS

No alterations, cancellation, variation or addition hereto shall be of any force or effect unless reduced to writing and signed by both parties to this agreement or their duly authorised representatives. Provided that either one of the parties can initiate negotiations with a view to reaching such said agreement.

This agreement contains the entire agreement between the parties and no party shall be bound by any undertakings, representations, warranties, promises or the like not recorded herein

No extension of time or indulgence granted by any party to the other(s) shall be deemed in any way to affect, prejudice or derogate from the rights of such party in any respect under this agreement, nor shall it in any way be regarded as a waiver of any rights hereunder, or a variation of this agreement.

This agreement is personal to the Supplier and the Supplier will not assign or transfer all or any part of its rights and obligations hereunder, unless it has obtained the prior express written consent of the Supplier to such assignment or transfer.

If any clause or term of this agreement should be invalid, unenforceable or illegal, then the remaining terms and provisions of this Agreement shall be deemed to be severable there from and shall continue in full force and effect unless such invalidity unenforceability goes to the root of this Agreement.

Termination of the Agreement (howsoever and whenever terminated) shall not affect any rights or obligations of either of the Parties specifically expressed to continue in force after termination of this Agreement.

THUS DONE AND SIGNED AT \_\_\_\_\_ ON THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ 2022

Authorized signature(s) of the Supplier:

\_\_\_\_\_  
*[Insert name of the signatory].*  
*[Insert title or other appropriate designation].*  
In the presence of:

\_\_\_\_\_  
Name

\_\_\_\_\_  
Signature

THUS DONE AND SIGNED AT MBABANE ON THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ 2025

Authorized signature(s) of the Purchaser:

In the presence of:

\_\_\_\_\_  
**Nozizwe Mulela**  
**Managing Director**

\_\_\_\_\_  
Name

\_\_\_\_\_  
Signature

**ANNEXURES**

**ANNEXURE 1: PURCHASER'S REQUIREMENTS**

**TECHNICAL SPECIFICATIONS**

**ANNEXURE 2: ACTIVITY SCHEDULE****Contents**

1. List of Goods and Services and Delivery Periods
2. List of Related Services and Completion Period
3. Technical Specifications
4. Drawings
5. Inspections and Tests

**ANNEXURE 3: PRICE SCHEDULES**

The total Contract Price is **SZL** *[Insert Contract Price in words and figures]* (..... VAT) comprising professional fees and expenses for executing the Scope of Services. The breakdown of the Contract Price (comprising professional fees and expenses) for executing the Scope of Services is provided in the attached Price Schedule.

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## **Section 8: Special Conditions of Contract**

Special conditions of contract to be discuss with the awarded supplier

## **Section 9: Contract Forms**

### **Table of Forms**

<b>Agreement.....</b>	<b>77</b>
<b>Performance Security .....</b>	<b>78</b>
<b>Advance Payment Security.....</b>	<b>79</b>

# Agreement

**Procurement Reference No:**

THIS AGREEMENT entered into on the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, between \_\_\_\_\_ of \_\_\_\_\_ (hereinafter “the Procuring entity”), of the one part, and \_\_\_\_\_ of \_\_\_\_\_ (hereinafter “the Provider”), of the other part:

WHEREAS the Procuring entity invited Tenders for certain Goods and Related Services, viz., \_\_\_\_\_ and \_\_\_\_\_ has accepted a Tender by the Provider for the provision of those Goods and Related Services in the sum of \_\_\_\_\_ (hereinafter “the Contract Price”).

**NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:**

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

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

Signed by \_\_\_\_\_ (for the Procuring entity)

Name: \_\_\_\_\_ Position: \_\_\_\_\_

In the presence of:

Name: \_\_\_\_\_ Position: \_\_\_\_\_

Signed by \_\_\_\_\_ (for the Provider)

Name: \_\_\_\_\_ Position: \_\_\_\_\_

In the presence of:

Name: \_\_\_\_\_ Position: \_\_\_\_\_

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

## Performance Security

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

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

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

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

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

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

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

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

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

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

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

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

Dated on \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ *[insert date of signing]*

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

## Advance Payment Security

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

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

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

In accordance with the payment provision included in the Contract, in relation to advance payments, *[insert complete name of Provider]* (hereinafter called “the Provider”) shall deposit with the Procuring entity a security consisting of *[indicate type of security]*, to guarantee its proper and faithful performance of the obligations imposed by said Clause of the Contract, in the amount of *[insert currency and amount of guarantee in words and figures]*.

We, the undersigned *[insert complete name of Guarantor]*, legally domiciled in *[insert full address of Guarantor]* (hereinafter “the Guarantor”), as instructed by the Provider, agree unconditionally and irrevocably to guarantee as primary obligor and not as surety merely, the payment to the Procuring entity on its first demand without whatsoever right of objection on our part and without its first claim to the Provider, in the amount not exceeding *[insert currency and amount of guarantee in words and figures]*.

This security shall remain valid and in full effect from the date of the advance payment received by the Provider under the Contract until *[insert day, month and year]*.

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

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

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

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

Dated on \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ *[insert date of signing]*