



The Kingdom of Eswatini

Eswatini Water Services Corporation

Invitation to Tender (ITT) Document

Procurement Method:	Open tender
Subject of Procurement:	Supply and Delivery of Moti Pipes and Fittings
Procurement Reference Number:	EWSC 46 of 2024/25
Date of Issue:	05th February 2025
Submission Deadline:	07th March 2025
Participation:	National

PREFACE

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

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

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

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

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

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Invitation to Tenderers

TENDER NOTICE UNDER OPEN TENDERING

Supply and Delivery of Moti Pipes and Fittings – EWSC 46 of 2024/25

1. The Eswatini Water Services Corporation has received funds from the Ministry of Natural Resources and Energy to be used for the acquisition of pipes and fittings.
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 08.00am to 04.00pm. 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.
5. Tenders must be delivered to the address below at 7(c) at or before 28th February 2025. All Tenders must be accompanied by a Tender security of SZL10,000.00 Tender securities must be valid until 28th of May 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).
6. There shall/ shall not be a pre – Tender meeting.
7. Address and contact details.

(a)	Information about the tender shall be accessed from:	www.esppra.co.sz and www.ewsc.co.sz
(b)	Documents will be issued from:	05th February 2025
(c)	Tenders must be delivered to:	07th March 2025
(d)	Address of Tender opening:	Eswatini Water Services Corporation Headquarters CNR MR103 and Cultural Village Drive Ezulwini Eswatini

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

	Activity	Date
(a)	Publish Tender notice	05 th February 2025
(b)	Pre-Tender meeting where applicable	N/A
(c)	Tender closing date	07 th March 2025
(d)	Evaluation process	14 th March 2025
(e)	Notification and Publication of Notice of Intention to award	21 st March 2025
(f)	Contract award	28 th March 2025

Signature:

Name:

Position of Authorised Official:

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 Tenderers 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.

5. Eligible Goods and Related Services

- 5.1 All Goods and related Services to be supplied under the Contract shall have as their country of origin an eligible country in accordance with Section 5, Eligible Countries.
- 5.2 For purposes of this Clause, the term “Goods” means goods, raw materials, products, livestock, assets, land, equipment or objects of any kind and description in solid, liquid or gaseous form, or in the form of electricity, or intellectual and proprietary rights as well as works or services incidental to the provision of such Goods where the value of such works or services does not exceed the value of the Goods.
- 5.3 The term “country of origin” means the country where the Goods have been mined, grown, cultivated, produced, manufactured, or processed, or through manufacture, processing, or assembly, another commercially recognised article results that differs substantially in its basic characteristics from its imported components.
- 5.4 The nationality of the Provider that produces, assembles, distributes, or sells the Goods shall not determine their origin.
- 5.5 If so, required in the TDS, the Tenderer shall demonstrate that it has been duly authorised by the Manufacturer of the Goods to supply, in the Kingdom of Eswatini, the Goods indicated in its Tender.

B. Tendering Document

6. Contents of Tendering Document

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

PART 1 Tendering Procedures

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

PART 2 Statement of Requirements

- Section 6. Statement of Requirements

PART 3 Contract

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

7. Clarification of Tendering Document

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

8. Amendment of Tendering Document

- 8.1 At any time prior to the deadline for submission of Tenders, the Procuring entity may amend the Tendering Document by issuing addenda.
- 8.2 Any addendum issued shall be part of the Tendering Document and shall be communicated in writing to all who have obtained the Tendering Document directly from the Procuring entity.
- 8.3 To give prospective Tenderers reasonable time in which to take an addendum into account in preparing their Tenders, the Procuring entity may, at its discretion, extend the deadline for the submission of Tenders, pursuant to ITT Sub-Clause 24.2.

C. Preparation of Tenders

9. Cost of Tendering

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

10. Language of Tender and Communications

- 10.1 The medium of communication shall be in writing.
- 10.2 The Tender, as well as all correspondence and documents relating to the Tender exchanged by the Tenderer and the Procuring Entity, shall be written in the language specified in the TDS.
- 10.3 Supporting documents and printed literature that are part of the Tender may be in another language provided they are accompanied by an accurate translation of the relevant passages in the language specified in the TDS, in which case, for purposes of interpretation of the Tender, such translation shall govern.

11. Documents Comprising the Tender

The Tender shall comprise the following:

- (a) the Tender Submission Sheet and the applicable Price Schedules, in accordance with ITT Clauses 12, 14, and 15;
- (b) a Tender Security or a Tender Securing Declaration, in accordance with ITT Clause 21;
- (c) written confirmation authorising the signatory of the Tender to commit the Tenderer, in accordance with ITT Clause 22;

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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

on the date prior to this non-working day shall be used for currency conversion or as otherwise specified in the TDS.

16. Documents Establishing the Eligibility of the Tenderer

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

17. Documents Establishing the Eligibility of Goods

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

18. Documents Establishing the Conformity of the Goods

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

18.2 The documentary evidence may be in the form of literature, drawings or data, and shall consist of a detailed description of the essential technical and performance characteristics of the Goods and Related Services, demonstrating substantial responsiveness of the Goods and Related Services to those requirements, and if applicable, a statement of deviations and exceptions to the provisions of the Statement of Requirements.

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

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

19. Documents Establishing the Qualifications of the Tenderer

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

20. Period of Validity of Tenders

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

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

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

21. Tender Security or Tender Securing Declaration

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

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

- a) at the Tenderer's option, be in the form of either a letter of credit, or a bank guarantee, or Bank draft or Cashier's Check from a banking institution;
- b) be issued by a reputable financial institution selected by the Tenderer from an eligible country. If the institution issuing the security is located outside Eswatini, it shall have a correspondent financial institution located in Eswatini to make it enforceable;
- c) be substantially in accordance with the form of Tender Security included in Section 4, Tendering Forms;
- d) be payable promptly upon written demand by the Procuring entity in case the conditions listed in ITT Clause 21.6 are invoked;
- e) be submitted in its original form - copies will not be accepted.

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

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

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

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

If the successful Tenderer fails to:

- (i) sign the Contract in accordance with ITT Clause 42;
- (ii) furnish any Performance Security in accordance with ITT Clause 44; or
- (iii) accept the correction of its Tender price pursuant to ITT Sub-Clause 31.5.

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

22. Format and Signing of Tender

- 22.1 The Tenderer shall prepare one original of the documents comprising the Tender as described in ITT Clause 11 and clearly mark it “ORIGINAL.” In addition, the Tenderer shall submit copies of the Tender, in the number specified in the TDS and clearly mark each of them “COPY.” In the event of any discrepancy between the original and the copies, the original shall prevail.
- 22.2 The original and all copies of the Tender shall be typed or written in indelible ink and shall be signed by a person duly authorised to sign on behalf of the Tenderer. This authorisation shall consist of a Power of Attorney which if signed in Eswatini shall be registered and if signed outside Eswatini, shall be notarized and shall be attached to the Tender. The name and position held by each person signing the authorisation must be typed or printed below the signature. All pages of the Tender, except for unamended printed literature, shall be signed or initialled by the person signing the Tender.
- 22.3 Any interlineations, erasures, or overwriting shall be valid only if they are signed or initialled by the person signing the Tender.

D. Submission and Opening of Tenders

23. Sealing and Marking of Tenders

- 23.1 The Tenderer shall enclose the original and each copy of the Tender, in separate sealed envelopes, duly marking the envelopes as “ORIGINAL” and “COPY.” These envelopes containing the original and the copies shall then be enclosed in one single plain envelope securely sealed in such a manner that opening and resealing cannot be achieved undetected.
- 23.2 The inner and outer envelopes shall:
- (a) bear the name and address of the Tenderer;
 - (b) be addressed to the Procuring entity in accordance with ITT Sub-Clause 24.1;
 - (c) bear the Procurement Reference number of this Tendering process; and
 - (d) bear a warning not to open before the time and date for Tender opening, in accordance with ITT Sub-Clause 27.1.
- 23.3 If all envelopes are not sealed and marked as required, the Procuring entity will assume no responsibility for the misplacement or premature opening of the Tender.

24. Deadline for Submission of Tenders

- 24.1 Tenders must be received by the Procuring entity at the address and no later than the date and time indicated in the TDS.
- 24.2 The Procuring entity may, at its discretion, extend the deadline for the submission of Tenders by amending the Tendering Documents in accordance with ITT Clause 8, in which case all rights and obligations of the Procuring entity and Tenderers previously subject to the deadline shall thereafter be subject to the deadline as extended.

25. Late Tenders

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

26. Withdrawal and Replacement of Tenders

- 26.1 A Tenderer may withdraw or replace its Tender after it has been submitted at any time before the deadline for submission of Tenders by sending a written notice, duly signed by an authorised representative, which shall include a copy of the authorisation in accordance with ITT Sub-Clause 22.2. Any corresponding replacement of the Tender must accompany the respective written notice. All notices must be:
- (a) submitted in accordance with ITT Clauses 22 and 23 (except that withdrawals notices do not require copies), and in addition, the respective envelopes shall be clearly marked “WITHDRAWAL,” or “REPLACEMENT,” and
 - (b) received by the Procuring entity prior to the deadline prescribed for submission of Tenders, in accordance with ITT Clause 24.
- 26.2 Tenders requested to be withdrawn in accordance with ITT Sub-Clause 26.1 shall be returned unopened to the Tenderer.
- 26.3 No Tender may be withdrawn or replaced in the interval between the deadline for submission of Tenders and the expiration of the period of Tender validity specified by the Tenderer on the Tender Submission Sheet or any extension thereof.
- 26.4 Tenders may only be modified by withdrawal of the original Tender and submission of a replacement Tender in accordance with ITT Sub-Clause 26.1. Modifications submitted in any other way shall not be taken into account in the evaluation of Tenders.

27. Tender Opening

- 27.1 The Procuring entity shall conduct the Tender opening in the presence of Tenderers` designated representatives who choose to attend, at the address, date and time specified in the TDS.
- 27.2 First, envelopes marked “WITHDRAWAL” shall be opened and read out and the envelope with the corresponding Tender shall not be opened but returned to the Tenderer. No Tender withdrawal shall be permitted unless the corresponding withdrawal notice contains a valid authorisation to request the withdrawal and is read out at the Tender opening.
- All other envelopes including those marked “REPLACEMENT” shall be opened and the relevant details read out. Replacement Tenders shall be recorded as such on the record of the Tender opening.
- Only envelopes that are opened and read out at the Tender opening shall be considered further.
- 27.3 All other envelopes shall be opened one at a time, reading out: the name of the Tenderer; the Tender price, per lot where applicable, including any discounts; the presence of a Tender Security or Tender Securing Declaration, if required; and any other details that the Procuring entity may consider appropriate. Only discounts and

alternative offers read out at the Tender opening shall be considered for evaluation. No Tender shall be rejected at the Tender opening except for late Tenders, in accordance with ITT Sub-Clause 25.1.

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

E. Evaluation of Tenders

28. Confidentiality

- 28.1 Information relating to the examination, evaluation, comparison, and post-qualification of Tenders, and recommendation of contract award, shall not be disclosed to Tenderers or any other persons not officially concerned with such process until information detailing the Best Evaluated Tenderer is communicated to all Tenderers.
- 28.2 Any effort by a Tenderer to influence the Procuring entity in the examination, evaluation, comparison, and post-qualification of the Tenders or contract award decisions may result in the rejection of its Tender.
- 28.3 Notwithstanding ITT Sub-Clause 28.2, from the time of Tender opening to the time of Contract award, if any Tenderer wishes to contact the Procuring entity on any matter related to the Tendering process, it should do so in writing.

29. Clarification of Tenders

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

30. Compliance and Responsiveness of Tenders

- 30.1 The Procuring entity's determination of a Tender's compliance and responsiveness is to be based on the contents of the Tender itself.
- 30.2 A substantially compliant and responsive Tender is one that conforms to all the terms, conditions, and specifications of the Tendering Documents without material non-conformity, reservation, or omission. A material non-conformity is a deviation that-
- (a) affects in a substantial way, the scope or quality of the Goods or services or the performance of the works to be procured;

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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.

F. Award of Contract

40. Award Procedure and Notice of Intention to award

- 40.1 The Procuring Entity shall issue a Notice of Intention to Award of Tender within 5 working days after the decision of the relevant approval's authority to award a contract, issue the Notice to all Tenderers and to the Agency for publication on its website.
- 40.2 No contract shall be signed within period of ten (10) working days after the date of display of the best evaluated Tenderer notice.
- 40.3 The Procuring entity shall award the Contract to the Tenderer whose offer has been determined to be the best evaluated Tender, provided that the Tenderer is determined to be qualified to perform the Contract satisfactorily.

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

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

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

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

43. Signing and Effectiveness of Contract

- 43.1 On expiry of the ten (10) working days period after the issuance of the letter of appointment/ letter of award the Procuring entity shall sign a contract with the successful Tenderer.
- 43.2 Failure by the successful Tenderer to sign the contract shall constitute sufficient ground for annulment of the contract award.
- 43.3 Effectiveness of the contract shall be subject to submission of a satisfactory Performance Security where applicable, and any other conditions specified in the Contract.

44. Debriefing

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

45. Performance Security

- 45.1 Within twenty-one (21) days of signing of the contract, the successful Tenderer shall where applicable, furnish to the Procuring entity a Performance Security in the amount stipulated in the SCC and in the form of on demand Bank Guarantee as stipulated in Section 9, denominated in the type and proportions of currencies of the

Contract. The performance security shall be issued by a Bank located in Eswatini or a foreign Bank through correspondence with a Bank located in Eswatini. On demand insurance bonds with proof of re-insurance, in the format included in Section 9 (contract forms) can be accepted.

46. Advance Payment and Security

- 46.1 If so, stated in the TDS, the Employer will provide an Advance Payment on the Contract Price, subject to a maximum amount, as stated in the TDS. This Payment shall be in the same currencies and proportions as the Contract Payment and shall be made in accordance with the GCC.
- 46.2 Unless otherwise specified in the contract, any advance payment shall only be made against the provision by the contractor/supplier of an advance payment guarantee, covering the full amount of the advance payment. The advance payment guarantee shall be issued by a Bank located in Eswatini or a foreign Bank through correspondence with a Bank located in Eswatini. On demand insurance bonds with proof of re-insurance, in the format included in Section 9 (contract forms) can be accepted.

47. Procurement Related Complaints and Administrative Review

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

48. Abnormal Low and Abnormally High Prices

48.1 Abnormally Low Prices

- 48.1.1 An Abnormally Low Price is one where the financial price, in combination with other constituent elements of the Tender, appears unreasonably low to the extent that the price raises material concerns with the Procuring Entity as to the capability of the Tenderer to perform the Contract for the offered price.
- 48.1.2 In the event of identification of a potentially Abnormally Low Price by the evaluation committee, the Procuring Entity shall seek written clarification from the firm, including a detailed price analyses of its price in relation to the subject matter of the contract, scope, delivery schedule, allocation of risks and responsibilities and any other requirements of the Tendering document.
- 48.1.3 After evaluation of the price analyses, if the Procuring Entity determines that the firm has failed to demonstrate its capability to perform the contract for the offered price, the Procuring Entity shall reject the firm's Tender.

48.2 Abnormally High Prices

- 48.2.1 An abnormally high price is one where the proposal price, in combination with other constituent elements of the Tender, appears unreasonably too high to the extent that the Procuring Entity is concerned that it (the Procuring Entity) may not be getting value for money or it may be paying too high a price for the contract compared with market prices or that genuine competition between the Tenderers is compromised.
- 48.2.2 In case of an abnormally high tender price, the Procuring Entity shall make a survey of the market prices, check if the estimated cost of the contract is correct and review the Tendering Document to check if the specifications, scope of work and conditions

of contract are contributory to the abnormally high proposals. The Procuring Entity may also seek written clarification from the Tenderer on the reason or the high Tender price. The Procuring Entity shall proceed as follows:

- i) If the Tender price is abnormally high based on wrong estimated cost of the contract, the Procuring Entity may accept or not accept the proposal depending on the Procuring Entity's budget considerations.
- ii) If specifications, scope of work and/or conditions of contract are contributory to the abnormally high proposal prices, the Procuring Entity shall reject all Tenders and may re-invite for Tenders for the contract based on revised estimates, specifications, scope of work and conditions of contract.

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

Section 2: Tender Data Sheet

Instructions to Tenderers Reference	Data relevant to the ITT
A. General	
ITT 1.1	The Procuring entity is: Eswatini Water Services Corporation
ITT 1.1	The subject of procurement is: Supply and Delivery of Moti Pipes and Fittings
ITT 1.1	The Procurement Reference number of the Tendering Document is: EWSC 46 of 2024/25
ITT 1.1	The number and identification of lots comprising this Tendering Document is: The minimum and maximum number of Lots a Tenderer may Tender for is: Two (Tender has Two Lot)
ITT 4.0	Interested suppliers must provide documentary evidence of the following documents or their equivalent to (foreign) suppliers. <ul style="list-style-type: none"> ▪ An original receipt of SZL 500.00 ▪ A Valid Trading license ▪ Form J and Form C ▪ A Valid Tax Compliance Certificate ▪ Power of Attorney ▪ ENPF compliance certificate ▪ Police clearance for all Directors ▪ A tender security declaration (Attached) ▪ A Labor compliance certificate ▪ A certificate of incorporation ▪ Tender Submission Form (Attached) ▪ Declaration of Eligibility (Attached) ▪ Audited financial statements for the past two years ▪ Construction Industry Council Registration Certificate (CIC) ▪ Manufacturers Authorization (for all items to be supplied) ▪ A performance Guarantee of 10% (to be provided within 30 days from date of contract signing)
ITT 5.5	The Tenderer <i>shall</i> be required to include with its Tender, documentation from the Manufacturer of the Goods, that it has been duly authorised to supply, in Eswatini, the Goods indicated in its Tender by submitting the Manufacturers Authorisation Form in Section 4 Tendering Forms.
B. Tendering Document	

Instructions to Tenderers Reference	Data relevant to the ITT
ITT 7	For clarification purposes only, the Procuring entity's address is: Attention: Senior Manager Supply Chain Management Physical Address: CNR MR103 and Cultural Village Drive Postal Address: P. O. Box 20Mbabane Electronic mail address: procurement@ewsc.co.sz All request for clarifications should be emailed.
ITT 7	The Procuring entity will respond to any request for clarification provided that such request is received no later than 07th of March 2025
C. Preparation of Tenders	
ITT 10.2	The language for the Tender is English
ITT 11 (h)	The Tenderer shall submit with its Tender the following additional documents: 1 Copy
ITT 14.5	The Incoterms edition is: DDP
ITT 14.6(a)(i)	For Goods, the Tenderer shall quote prices using the following Incoterms: DDP
ITT 14.7	The prices quoted by the Tenderer shall be: Inclusive of all local taxes and delivery.
ITT 15.1(a)	For Goods and Related Services originating in Eswatini the currency of the Tender shall be: Emalangeni
ITT 15.1(b)	For Goods and Related Services originating outside of Eswatini the currency of the Tender shall be: Emalangeni
ITT 18.3	Tenderers <i>shall not</i> provide a representative sample of the Goods as detailed in Section 6 Statement of Requirements. Tenderers <i>shall not</i> provide a demonstration of the use of the Goods during the evaluation process.
ITT 20.1	Tenders shall be valid until 07th June 2025
ITT 21.1	A Tender Security <i>shall</i> be required: Required
ITT 21.2	The amount and currency of the Tender Security shall be E10 000.00
ITT 21.3	The Tender Securing Declaration shall be not required.
ITT 22.1	In addition to the original of the Tender document, one copies are required:
D. Submission and Opening of Tenders	
ITT 24.1	For Tender submission purposes only, the Procuring entity's address is: Attention: Physical Address: CNR MR103 and Cultural Village Drive

Instructions to Tenderers Reference	Data relevant to the ITT
	Town/City: Ezulwini Country: Eswatini The deadline for Tender submission is: 07th March 2025 Date and Time (SAST): Time: 12.00pm
ITT 27.1	The Tender opening shall take place at: Physical Address: CNR MR103 and Cultural Village Drive Town/City: Ezulwini Country: Eswatini Date and Time (SAST): Time: 12.00pm
E. Evaluation of Tenders	
ITT 34	The currency that shall be used for financial evaluation purposes to convert all Tender prices expressed in various currencies into a single currency is: Emalangeni The source of exchange rate shall be: N/A The date for the exchange rate shall be: N/A
ITT 35.1	A margin of preference <i>shall</i> not apply.
ITT 35.2	(a) The margin of preference for firms in Group A shall be: 0% (b) The margin of preference for firms in Group B shall be: 0% (c) The margin of preference for firms in Group C shall be: 0%
F. Award of Contract	
ITT 42.1	The maximum percentage by which quantities may be increased is: 10% The maximum percentage by which quantities may be decreased is: 0%
ITT 46.1	The Advance Payment shall be limited to 0% percent of the Contract Price. Payment will be made within 30 days after invoicing.
ITT 47.1	The procedures for lodging a Procurement-related Complaint shall be regulated by section 46 through 49 of the public procurement Act accessible in the ESPPRA website https://esppra.co.sz If a Tenderer wishes to lodge a Procurement-related Complaint, the Tenderer shall submit its complaint following these procedures, in writing to: Title/position: Managing Director Procuring Entity: Eswatini Water Services Corporation Email address: procurement@ewsc.co.sz and headoffice@ewsc.co.sz

Section 3: Evaluation Methodology and Criteria

A Evaluation Methodology

1. Evaluation Methodology Used

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

2. Summary of Methodology

- 2.1 The Technical Compliance Selection methodology recommends the lowest priced Tender, which is eligible, compliant, and substantially responsive to the technical and commercial requirements of the Tendering Document, provided that the Tenderer is determined to be qualified to perform the contract satisfactorily.
- 2.2 The evaluation shall be conducted in three sequential stages –
- (a) a preliminary examination to determine the eligibility of Tenderers and the administrative compliance of Tenders received;
 - (b) a technical evaluation to determine the commercial and technical responsiveness of the eligible and compliant Tenders; and
 - (c) a financial evaluation to compare costs of the eligible, compliant, responsive Tenders received and determine the best evaluated Tender.
- 2.3 Failure of a Tender at any stage of the evaluation shall prevent further consideration at the next stage of evaluation. Substantial responsiveness shall be considered a pass.

B Preliminary Examination Criteria

3. Eligibility Criteria

- 3.1 The eligibility requirements shall be determined for: -
- (a) Eligible Tenderers in accordance with ITT Clause 4 and Section 40 of the Public Procurement Act, 2011; and
 - (b) Eligible Goods and Related Services in accordance with ITT Clause 5.
- 3.2 The documentation required to provide evidence of eligibility shall be: -

	Eligibility Requirement	Documentary Evidence to be Provided by the Tenderer
(a)	The Tenderer has legal capacity to enter into the contract	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	Three years audited financial statement
(c)	The Tenderer has fulfilled its obligations to pay taxes	Tax Compliance Certificate issued by Tax Regulator
(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	Confirmation by signature of authorised signatory: Power of attorney.
(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 more than 3 months old.
(f)	The Tenderer is not subject to suspension in accordance with section 55 [of the Public Procurement Act, 2011] ¹ , and none of its directors or officers have been involved in a tenderer or supplier currently subject to suspension	Confirmation by signature of authorised signatory:

Procuring Entity shall include “or equivalent document” in respect of international tenders and shall indicate the information provided by the corresponding document obtainable from the Eswatini jurisdiction appreciation of foreign bidders to submit corresponding documents. N/A: **Tender is open to Local suppliers only.**

¹ Refers to suspension by the Eswatini Public Procurement Regulatory Agency

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- 3.3 A Power of Attorney which if signed in Eswatini shall be registered; or if signed outside Eswatini shall be notarized authorising signature of the Tender on behalf of the Tenderer.
- 3.4 For a Joint Venture, the documentation in Section 3.2 shall be required for each member of the Joint Venture and the following additional documentation shall be required:
- (a) a certified copy of the Joint Venture Agreement or letter of intent to enter into such an agreement, which is legally binding on all partners, showing that:
 - (i) all partners shall be jointly and severally liable for the execution of the Contract in accordance with the Contract terms;
 - (ii) one of the partners will be nominated as being in charge, and receive instructions for and on behalf of any and all partners of the joint venture; and
 - (iii) the execution of the entire Contract, including payment, shall be done exclusively with the partner in charge.
 - (b) a Power of Attorney from each member of the JV nominating a Representative in the JV and a Power of Attorney from the JV nominating a representative who shall have the authority to conduct all business for and on behalf of any and all the parties of the JV during the Tendering process and, in the event the JV is awarded the Contract, during contract execution.

4. Administrative Compliance Criteria

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

C Technical Evaluation Criteria

5. Commercial Criteria

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

- (a) acceptance of the conditions of the proposed contract;
- (b) inclusion of all cost components required such as installation, training, inspection or proving, commissioning, in addition to the price of the Goods;
- (c) acceptable delivery schedule.

6. Technical Criteria

- 6.1 Technical responsiveness shall be evaluated in accordance with ITT Clause 33.3.
- 6.2 The Statement of Requirements details the minimum technical requirements. Responsiveness is determined by comparison of the specification offered to the specification required in Section 6 and the evaluation is conducted on a pass/fail basis. Substantial responsiveness shall be considered a pass.

	Criteria	Comments	YES/NO
1	Financial Capacity	Audited financial statements for the past 2 years	
		Letter from the bank guaranteeing funding of E 500 000	
2	Company experience and track record	Relevant Experience of supplier with a consistent track record of supply and delivery to similar sized organizations for a minimum period of 2 years	
3	References	Provide 3 references of supply and deliver contracts of not less than E 500 000 monthly	
4	Manufacturer's Authorisation	A signed Manufacturer's Authorization for the items to be supplied	
5	SABS Approval	Provide evidence of SABS approval for the pipes, fitting, and brassware	
	RESPONSIVENESS		

D Financial evaluation Criteria

7. Costs to be included in Tender Price

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

- (a) the unit and total delivered price based on the delivery terms requested and the quantity specified in Section 6;
- (b) taxes, duties and levies;

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

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

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

9. Margin of Preference

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

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

10. Determination of Best Evaluated Tender or Tenders

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

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

Section 4: Tendering Forms

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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: 07th March 2025

Procurement Reference No: EWSC 46 of 2024/25

To: Eswatini Water Services Corporation

We, the undersigned, declare that:

- (a) We have examined and have no reservations to the Tendering Document, including Addenda No:
- (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

- (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:

Name of Recipient	Address	Reason	Amount & Currency
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

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

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

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

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

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

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

Declaration of Eligibility

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

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

Re Tender Reference

In accordance with the eligibility requirements of the Invitation to Tender documents we hereby declare that: -

- (a) We, including any joint venture partners or consortium partners, are a legal entity and have the legal capacity to enter into the contract.
- (b) We are not insolvent, in receivership, bankrupt or being wound up, our affairs are not being administered by a court or a judicial officer, our business activities have not been suspended and we are not the subject of legal proceedings for any of the foregoing.
- (c) We have fulfilled our obligations to pay taxes and social security contributions.
- (d) We declare that we adhere to basic labour legislation.
- (e) We have not, and our directors or officers have not, been convicted of any criminal offence related to our/their professional conduct or the making of false statements or misrepresentations as to their qualifications to enter into a contract within a period of five years preceding the commencement of the procurement proceedings; and
- (f) I/We declare that we are eligible to participate in the above-mentioned public procurement tender as per paragraphs (a) – (e) above.
- (g) We further declare that we are not Politicians and or Public Officers.
- (h) That we do not have a **conflict of interest** in relation to the procurement requirement as defined in the Instructions to Tenderers.
- (i) I/We are aware that, where it shall be found that any or all of the below mentioned directors of our Company have provided misleading information in preparing this tender document, the tender will be cancelled, and contracts awarded shall be terminated immediately.

Name _____ (In the capacity of) _____

Authorised Representative Signature _____ Date _____

Code of Ethical Conduct in Business for Tenderers and Providers

1. Ethical Principles

Tenderers and providers shall at all times-

- (a) maintain integrity and independence in their professional judgement and conduct;
- (b) comply with both the letter and the spirit of-
 - i. the laws of Eswatini; and
 - ii. any contract awarded.
- (c) avoid associations with businesses and organisations which are in conflict with this code.

2. Standards

Tenderers and providers shall-

- (a) strive to provide works, services and Goods of high quality and accept full responsibility for all works, services or Goods provided;
- (b) comply with the professional standards of their industry or of any professional body of which they are members.

3. Conflict of Interest

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

4. Confidentiality and Accuracy of Information

- (1) Information given by Tenderers and providers in the course of procurement processes, or the performance of contracts shall be true, fair and not designed to mislead.
- (2) Providers shall respect the confidentiality of information received in the course of performance of a contract and shall not use such information for personal gain.

5. Gifts and Hospitality

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

6. Inducements

- (1) Tenderers and providers shall not offer or give anything of value to influence the action of a public official in the procurement process or in contract execution.
- (2) Tenderers and providers shall not ask a public official to do anything which is inconsistent with the Act, Regulations, Guidelines or the Code of Ethical Conduct in Business.

7. Fraudulent Practices

Tenderers and providers shall not-

- (a) collude with other businesses and organisations with the intention of depriving a procuring entity of the benefits of free and open competition;
- (b) enter into business arrangements that might prevent the effective operation of fair competition;
- (c) engage in deceptive financial practices, such as bribery, double billing or other improper financial practices;
- (d) misrepresent facts in order to influence a procurement process or the execution of a contract to the detriment of the Procuring entity; or utter false documents;
- (e) unlawfully obtain information relating to a procurement process in order to influence the process or execution of a contract to the detriment of the PE; and

Part 1: Section 4 Tendering Forms

(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 ²	Quantity (No. of units)	Unit prices ³		Import Duties, Sales and other taxes per unit ²	Total Price
					Ex-factory Ex-warehouse	Delivery and Incidental Costs		
<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]*

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

³ In accordance with ITB Clauses 14 and 15

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

Tender Security

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

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

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

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

THE CONDITIONS of this obligation are the following:

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

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

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

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

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

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

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

Tender-Securing Declaration

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

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

I/We, the undersigned, declare that:

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

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

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

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

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

Corporate Seal (where appropriate)

*Please delete as appropriate

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

Manufacturer's Authorisation

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

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

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

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

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

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

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

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

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

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

Section 5: Eligible Countries

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

A country shall not be eligible if:

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

PART 2 - Statement of Requirements

Section 6: Statement of Requirements

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1. List of Goods and Related Services

LOT 1

Item number	Brief Description	Quantity	Unit of Measure	Unit Price	Total
1	Bituseal 25L	8	Each		
2	150 x 100mm galvanised reducing bush	4	Each		
3	100 x 40mm galvanised reducing bush	1	Each		
4	100 x 32mm galvanised reducing bush	9	Each		
5	80 x 65mm galvanised reducing bush.	1	Each		
6	80 x 32mm galvanised reducing bush	2	Each		
7	65x50mm galvanised reducing bush.	1	Each		
8	65x32mm galvanised reducing bush	2	Each		
9	50 x 40mm galvanised reducing bush.	1	Each		
10	50 x 32mm galvanised reducing bush	3	Each		
11	40 x 32mm galvanised reducing bush	3	Each		
12	150mm galvanised barrel nipple	10	Each		
13	100mm galvanised barrel nipple	53	Each		
14	80mm galvanised barrel nipples	46	Each		
15	65mm galvanised barrel nipples	6	Each		
16	50mm galvanised barrel nipple	13	Each		
17	40mm galvanised barrel nipple	6	Each		
18	32mm galvanised barrel nipple	95	Each		
19	20mm galvanised barrel nipple	65	Each		
20	150mm galvanised flanged elbow	13	Each		
21	100mm galvanised elbows	12	Each		
22	80mm galvanised elbows	24	Each		
23	50mm galvanised elbow	7	Each		
24	150mm galvanised flanged equal tee	2	Each		
25	100mm galvanised flanged equal tee	7	Each		
26	80mm galvanised flanged equal tee	1	Each		
27	100mm galvanised equal tee	2	Each		
28	80mm galvanised equal tee	4	Each		
29	65mm galvanised equal tee	2	Each		
30	50mm galvanised equal tee	2	Each		
31	40mm galvanised tee	1	Each		
32	32mm galvanised tee	28	Each		
33	150mm galvanised flanged bends 45°	10	Each		
34	100mm galvanised flanged bends 45°	36	Each		
35	80mm galvanised flanged bends 45°	12	Each		
36	50mm galvanised flanged bends 45°	10	Each		
37	40mm galvanised flanged bends 45°	11	Each		
38	32mm galvanised flanged bends 45°	10	Each		

39	100mm galvanised flanged bends 22.5°	10	Each		
40	80mm galvanised flanged bends 22.5°	14	Each		
41	50mm galvanised flanged bends 22.5°	6	Each		
42	40mm galvanised flanged bends 22.5°	6	Each		
43	32mm galvanised flanged bends 22.5°	6	Each		
44	150mm galvanised flanged pipe T16	6	Meters		
45	100mm galvanised flanged pipe T16	126	Meters		
46	80mm galvanised flanged pipe T16	34	Meters		
47	32mm galvanised flanged pipe	48	Meters		
48	40mm galvanised pipe T16	8	Meters		
49	50mm galvanised pipe T16	24	Meters		
50	32mm galvanised pipe T16	25	Meters		
51	20mm x .5m galvanised pipe	65	Meters		
52	20mm x 1m galvanised pipe	65	Meters		
53	20mm x 2m galvanised pipe	65	Meters		
54	100mm galvanised sockets	16	Each		
55	80mm galvanised sockets	20	Each		
56	50mm galvanised sockets	15	Each		
57	20mm galvanised sockets	65	Each		
58	150mm galvanised threaded flange plate	6	Each		
59	100mm galvanised threaded flange plate	15	Each		
60	80mm galvanised threaded flanged plate	6	Each		
61	50mm galvanised threaded flange plate	1	Each		
62	100mm galvanised unions	17	Each		
63	80mm galvanised unions	32	Each		
64	65mm galvanised unions	4	Each		
65	50mm galvanised unions	8	Each		
66	40mm galvanised unions	4	Each		
67	32mm galvanised unions	54	Each		
68	20mm galvanised unions	65	Each		
69	20mm galvanised elbow	65	Each		
70	20mm galvanised m/f bend	65	Each		
71	32mm galvanised end cap	22	Each		
	VAT				
	TOTAL				

LOT 2

Item number	Brief Description	Quantity	Unit of Measure	Unit Price	Total
1	Bituseal 25L	8	Each		
2	Brixéal 25L	8	Each		
3	Dia. 140mm cast iron gully grating	65	Each		
4	1.2m x 3mm rubber insertion	8	Each		
5	32 x 20mm reducing bush	65	Each		
6	1000 x 500mm concrete ring	31	Each		
7	1100 x 250mm concrete ring	65	Each		
8	900 x 500mm concrete ring	16	Each		
9	1000 x 150mm nkangala slab	31	Each		
10	900 x 150mm nkangala slab	16	Each		
11	concrete lid	47	Each		
12	150mm cast iron flanged gate valve	3	Each		
13	100mm brass gate valve		Each		
14	80mm brass gate valve	16	Each		
15	65mm brass gate valve	4	Each		
16	50mm brass gate valve	4	Each		
17	40mm brass gate valve	2	Each		
18	32mm brass gate valve	32	Each		
19	20mm brass gate valve	65	Each		
20	150mm equilibrium ballvalve	1	Each		
21	100mm equilibrium ballvalve	2	Each		
22	80mm equilibrium ballvalve	4	Each		
23	50mm equilibrium ballvalve	1	Each		
24	110mm pvc pipe class 9	534	Meters		
25	75mm pvc pipe class 9	850	Meters		
26	63mm pvc pipe class 9	50	Meters		
27	110mm sewer pipe class 34	40	Meters		
28	50mm HOPE pipe class 10	4	Rolls		
29	40mm HOPE pipe class 10	3	Rolls		
30	32mm HOPE pipe class 10	20	Rolls		
31	150 x 100mm reducing coupling	1	Each		
32	110 x 80mm reducing coupling	1	Each		
33	75 x 63mm pvc reducing coupling	1	Each		
34	63 x 50mm plasson reducing coupling	1	Each		
35	50 x 40mm plasson reducing coupling	2	Each		
36	40 x 32mm plasson reducing coupling	2	Each		
37	50mm straigth compression coupling	10	Each		

38	40mm straight compression coupling	4	Each		
39	32mm straight compression coupling	40	Each		
40	150mm gaskets	22	Each		
41	100mm gaskets	163	Each		
42	80mm gaskets	49	Each		
43	50mm gaskets	29	Each		
44	40mm gaskets	10	Each		
45	32mm gasket	60	Each		
46	10mm x 1m, Threaded rods nuts & washers	220	Meters		
47	110 x 75mm pvc reducing coupling	2	Each		
48	160 x 150mm pvc/steel flanged adaptor	12	Each		
49	110 x 100mm pvc/steel flanged adaptor	20	Each		
50	75 x 80mm pvc/steel flanged adaptor	14	Each		
51	63 x 50mm pvc/steel flanged adaptor	8	Each		
52	50 x 50mm poly/steel flanged adaptor	12	Each		
53	40 x 40mm poly/steel flanged adaptor	8	Each		
54	32 x 32mm poly/steel flanged adaptor	20	Each		
55	110/100mm pvc/steel female adaptor	49	Each		
56	75 x 80mm pvc/steel female adaptor	16	Each		
57	63 x 65mm pvc/steel female adaptor	2	Each		
58	50mm poly/steel female adaptor	3	Each		
59	40mm poly/steel female adaptor.	4	Each		
60	32mm poly/steel female adaptor	75	Each		
61	160 x 160 x 20mm bracket saddle bsp	2	Each		
62	110 x 110 x 32mm bracket saddle bsp	3	Each		
63	110 x 110 x 20mm bracket saddle bsp	13	Each		
64	75 x 75 x 32mm bracket saddle bsp	5	Each		
65	75 x 75 x 20mm bracket saddle bsp	17	Each		
66	63 x 63 x 32mm bracket saddle bsp	1	Each		
67	63 x 63 x 20mm bracket saddle bsp	1	Each		
68	50 x 50 x 20mm bracket saddle bsp	3	Each		
69	32 x 32 x 25mm bracket saddle bsp	1	Each		
70	20mm brass garden tap with removable heads	65	Each		
71	150 x 3mm clamps	22	Each		
72	100 x 3mm clamps	163	Each		
73	80 x 3mm clamps	49	Each		
74	25L Ice blue paint	7	Each		
75	25L White P.V.A paint	7	Each		
76	250g mutton cloth	20	Each		
77	25mm cast iron orifice air release valve	10	Each		
78	3 x 3m x 250micron damp proof membrane	7	Sheets		

79	300 x 300 x 100mm cast iron meter box cover with frame	65	Each		
80	460 x 230 x 115mm x 2.Smpa concrete block	140	Each		
81	600 x 450mm HD cast iron mainhole cover with	16	Each		
82	40 x 40 x 20mm plasson reducing tee (female)	1	Each		
83	32 x 40 x 20mm plasson reducing tee (female)	8	Each		
84	40mm standard RWSB padlocks	18	Each		
85	50kg portland cement	520	Packet		
86	6m x 20mm x 3mm flat bars	8	Each		
87	washer	1288	Each		
88	Y10x 6m reinforcement bars.	120	Each		
89	Pte thread sealing tape	907	Each		
90	Pipeline markers	227	Each		
91	50 x 3mm clamps	29	Each		
92	40 x 3mm clamps	10	Each		
93	32 x 3mm clamps	37	Each		
94	1L pipe cleaning fluid	10	Each		
95	1L pipe lubricant	20	Each		
96	SL Enamel Blue paint	20	Each		
	VAT				
	TOTAL				

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
	Pipes and fittings	4 weeks	Moti Primary School

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	of	Technical literature on specification offered in column c
<i>a</i>	<i>b</i>	<i>c</i>		<i>d</i>
1	Tenderers must enter “Comply” or “Not Comply” against each paragraph of this specification comment as necessary, and sign and stamp each page. Failure to complete this statement of compliance may result in the offer being rejected			
2	Galvanised Pipes and Fittings, Galvanised Steel Pipes, Medium Class to SABS 62, Galvanised to SABS EN 10240, in 6 metres lengths, both ends plain or threaded of nominal size in the range of 15mm to 150mm.			
3	Galvanised Pipes and Fittings, Malleable Galvanised Steel Fittings to BS 143 or SABS 62, welded and seamless steel fittings with threads of nominal size in the range 15mm to 150mm. Galvanising to SABS EN 10240, threaded to BS 21 or SABS 1109 as approved.			
4	Weld on Flanges Table D To SABS 1123, flanges suitable for working pressure up to 4000 KPA and working temperature in the range – 10 to +20 C.			

5	Screw on Flanged Tabled D To SABS 1123 screwed to SABS 1109, flanges screwed to cover threads intended for tubes suitable for screwing and for cocks, valves and any fitting to be connected to screwed tubes.		
6	UPVC PIPES & FITTINGS To SABS 791 UPVC sewer Pipes, normal duty, socket one end per 6m, sewer Pipes 400KPA Heavy Duty, UPVC Sewer sockets, UPVC Bends, Sewer Bend Ribbed Access		
7	HDPE PIPES & FITTINGS To SABS ISO 4427		
8	GRP Pipes: Diameters in use (mm): 300, 350, 400, 500 Pipe Length: 12 metres Pipe Class (PN): 25 Quality Standards: SABS, ISO 9001:2015		
9	MILD STEEL PIPE Mild Steel Pipes: (Diameters in use (mm): 300, 350, 400, 500 Pipe Length: 5.5 meters (sometimes available as 6 metre lengths) Pipe Class (PN): 25 Quality Standards: SABS, ISO 9001:2015 Epoxy coated		

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

4. Drawings

List of related Drawings		
Drawing number	Drawing name	Purpose

5. Inspections and Tests

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

PART 3 - Contract

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

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

Section 8: Special Conditions of Contract

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

GCC clause reference	Special Conditions
	The Procurement Reference Number is: EWSC 46 of 2024/25
GCC 1(g)	The Eligible Countries are those listed in Section 5 of the Tendering Document. Eswatini
GCC 1(o)	The Site for delivery of the Goods is: Moti Primary School
GCC 2.1(f)	The other documents forming part of the Contract are: Not applicable
GCC 4.2 (b)	The version of Incoterms shall be: DDP
GCC 5.1	The language shall be: English
GCC 6	The individuals or firms in a joint venture, consortium or association shall be jointly and severally liable. Yes
GCC 8.1	<p>For notices, the Procuring entity's address shall be:</p> <p>Attention: Senior Manager Supply Chain Management Physical Address: Cnr MR103 & Mantenga Cultural Village drive Town/City: Ezulwini Postal Address: P. O. Box 20 Mbabane Country: Eswatini Telephone: (+268) 2416 9000 Electronic mail address: procurement@ewsc.co.sz</p> <p>For notices, the Provider's address shall be:</p> <p>Attention: _____ Physical Address: _____ _____ Town/City: _____ Postal Address: _____ Country: _____ Telephone: _____ Electronic mail address: _____</p>
GCC 9	The Governing law shall be the law of The Kingdom of Eswatini
GCC 10.2	The formal mechanism for the resolution of disputes shall be the Arbitration. Procuring entity shall discuss with the best evaluated tenderer on or before contracting on the appointment of an arbitrator for the contract.
GCC 12	Date of delivery shall be: _____ The shipping and other documents to be furnished by the Provider are:

GCC clause reference	Special Conditions
	<p>_____</p> <p>The point of delivery shall be: Moti Primary School</p>
GCC 15.2	The price adjustment shall be: _____
GCC 16.1	The structure of payments shall be: _____
GCC 16.3	The payment period shall be: _____
GCC 16.4	The currency(ies) for payments shall be: Emalangeni
GCC 17.1	<p>An advance payment guarantee <i>shall/shall not</i> be required.</p> <p>The period of validity of the Advance Payment Guarantee shall be: _____</p>
GCC 18.1	<p>The Provider shall be responsible for all taxes, import duties and levies imposed on the Provider except for the following:</p> <p>_____</p>
GCC 18.2	The Procuring entity shall be responsible for all taxes, import duties and levies imposed by law in Eswatini on the Goods except for the following:
GCC 19.1	<p>A Performance Security shall not be required.</p> <p>The amount of the Performance Security shall be: _____</p> <p>The currency shall be: _____</p>
GCC 19.3	The forms of acceptable Performance Securities are: _____
GCC 19.4	Discharge of the Performance Security shall take place: _____
GCC 24.2	The packing, marking and documentation within and outside the packages shall be: _____
GCC 25	<p>The insurance coverage shall/shall not be required:</p> <p>Where insurance coverage is required, the Goods shall be insured 110% of the total contract value.</p>
GCC 26	The INCOTERMS shall be: DDP
GCC 28	<p>Liquidated Damages shall/shall not apply.</p> <p>The liquidated damage shall be: _____% (per day/week)</p> <p>The maximum amount of liquidated damages shall be: _____</p>
GCC 29.3	The period of validity of the Warranty shall be: 120 days
GCC 29.5	The period within which the Provider shall repair or replace defective Goods shall be:
GCC 31(b)	The amount of aggregate liability shall be: _____

Section 9: Contract Forms

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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]*