



**The Kingdom of Eswatini**

**Eswatini Electricity Company**

**TENDERING DOCUMENTS**

**Issued on: 29 April 2026**

**for**

**Procurement of**

*Service of Firefighting Equipment*

**Tender reference number: *RFT 012 of 2025/2026***

*Open National Tender*

**Disclaimer**

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



# Foreword

This Tendering Document for Procurement of Non-Consultant Services (services that are not classified as Consultant Services) has been prepared by the Eswatini Public Procurement Regulatory Agency.

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

This Tendering Documents for Procurement of Non-Consultant assumes that no prequalification has taken place before Tendering.

Those wishing to submit comments or questions on this Tendering 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**

<http://www.esppra.co.sz>

[info@esppra.co.sz](mailto:info@esppra.co.sz)

**Disclaimer**

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



# Invitation for Tenders

## ESWATINI ELECTRICITY COMPANY (EEC)

### Invitation for Tender (IFT)

#### Tender reference number: *RFT 012 of 2025/2026*

1. The *Eswatini Electricity Company* has a provision for funds from *budget forecast*, and it intends to apply part of the proceeds to payments under the Contract for the service of fire-fighting equipment on a *two-year* Framework Contract.
2. The *Eswatini Electricity Company* now invites sealed Tenders from eligible and qualified Tenderers for the *service of fire-fighting equipment* on a *two-year* Framework Contract.
3. Tendering will be conducted through open national tendering method specified in the Public Procurement Act of 2011 and the Public Procurement Regulations of 2020 and is open to all interested eligible Tenderers as defined in the Tendering Documents.
4. Tenderers may obtain further information from The *Eswatini Electricity Company* and inspect the Tendering Documents at the address given below from *date 08h00 – 17h00 on working days*.
5. A complete set of Tendering Documents in English may be downloaded, and submissions must be accompanied by a proof of payment of a non-refundable fee of *E1,000.00 (one thousand Emalangeneni or South African rands)*. The method of payment will be *EFT*.
6. Tenders must be delivered to and placed in the tender box at the address below on or before *11h00* local time on 01 June 2026. Tenders must be appropriately bound, sealed and labelled. Late Tenders will be rejected. Tenders will be opened in the presence of the Tenderers' representatives, who choose to attend in person at the address below immediately after *11h00* local time on *01 June 2026*. All Tenders must be accompanied by a Tender Bond.

#### Disclaimer

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



## 7. For Submission of Tenders

(a)	Information about the tender shall be accessed from:	Mr. Bongani Chauke – <a href="mailto:bongani.chauke@eec.co.sz">bongani.chauke@eec.co.sz</a>
(b)	Documents will be downloaded from:	<a href="http://www.esppra.co.sz">www.esppra.co.sz</a> and <a href="http://www.eec.co.sz">www.eec.co.sz</a>
(c)	Tenders must be delivered to:	The tender box at the EEC HQ, Reception Mbabane, Eluvatsini House, Mhlambanyatsi Road. Clearly marked RFP 006 of 2025/2026 - Engineering Services for the Installation of Fault Passage Indicators in the EEC Grid.
(d)	Address of Tender opening:	EEC Head Office Reception,  Eluvatsini House, Mhlambanyatsi Road, Mbabane

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

	Activity	Date
(a)	Publish Tender notice	29 April 2026
(b)	Pre-Tender meeting where applicable	N/A
(c)	Tender closing date	01 June 2026, 11h00 GMT+2
(d)	Evaluation process	08 June 2026
(e)	Notification and Publication of Notice of Intention to award	21 June 2026
(f)	Contract award	05 July 2026

### Disclaimer

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



## Table of Contents

<b>Part I – Tendering Procedures .....</b>	<b>7</b>
Section I. Instructions to Tenderers .....	7
Section II. Tendering Data Sheet .....	35
Section III. Tendering Forms .....	38
Section IV. Eligible Countries .....	49
<b>Part II – Activity Schedule .....</b>	<b>51</b>
Section V. Activity Schedule .....	51
<b>Part III – Conditions of Contract and Contract Forms .....</b>	<b>52</b>
Section VI. General Conditions of Contract .....	53
Section VII. Special Conditions of Contract .....	55
Section VIII. Performance Specifications and Drawings .....	59
Section IX. Contract Forms .....	61

# DRAFT

**Disclaimer**

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



**Disclaimer**

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



# Part I – Tendering Procedures

## Section I. Instructions to Tenderers

### Table of Contents

<b>A. General</b> .....	<b>9</b>
1. Scope of Tender .....	9
2. Source of Funds .....	9
3. Corrupt or Fraudulent Practices.....	9
4. Eligible Tenderers.....	11
5. Qualification of the Tenderer .....	11
6. One Tender per Tenderer.....	13
7. Cost of Tendering .....	14
8. Site Visit .....	14
<b>B. Tendering Documents</b> .....	<b>14</b>
9. Content of Tendering Documents.....	14
10. Clarification of Tendering Documents .....	14
11. Amendment of Tendering Documents .....	14
<b>C. Preparation of Tenders</b> .....	<b>15</b>
12. Language of Tender .....	15
13. Documents Comprising the Tender .....	15
14. Tender Prices .....	15
15. Currencies of Tender and Payment .....	16
16. Tender Validity.....	16
17. Tender Security.....	17
18. Alternative Proposals by Tenderers.....	18
19. Format and Signing of Tender .....	18
<b>D. Submission of Tenders</b> .....	<b>19</b>
20. Sealing and Marking of Tenders .....	19
21. Deadline for Submission of Tenders .....	19
22. Late Tenders .....	19
23. Modification and Withdrawal of Tenders .....	20
<b>E. Tender Opening and Evaluation</b> .....	<b>20</b>
24. Tender Opening .....	20
25. Process to Be Confidential .....	20
26. Clarification of Tenders .....	21
27. Examination of Tenders and Determination of Responsiveness .....	21
28. Correction of Errors.....	22
29. Currency for Tender Evaluation.....	22
30. Evaluation and Comparison of Tenders .....	22
31. Preference for Domestic Tenderers .....	23
<b>F. Award of Contract</b> .....	<b>30</b>

This tender document and the information contained herein is provided "as is" and the Eswatini Public Procurement Regulatory Agency (ESPPRA) makes no express or implied representations or warranties of the information and is incorrect or not current. Any person or entity that relies on any information obtained from this tender document does so at own risk. The ESPPRA expressly disclaims all implied warranties, including, without limitation, warranties of merchantability, title, suitability to task, infringement of copyright, or any other right. The ESPPRA is not responsible for any loss, damage, or other harm caused by the use of the information on this tender document. Furthermore, no warranty, expressed or implied, is given this tender document is free of viruses, trojans, bombs, time-locks or any other data or code which have the ability to corrupt or affect the operation of any computer system it is used on. The ESPPRA cannot accept any responsibility for any loss, disruption, or damage to any of your data or computer system which may occur whilst using this tender document.



34.	Notification of Award and Signing of Agreement .....	30
35.	Performance Security .....	31
36.	Advance Payment and Security .....	32
37.	Adjudicator .....	32

DRAFT

**Disclaimer**

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





any party or the property of the party to influence improperly the actions of a party;

- (v) “obstructive practice” is
- (aa) deliberately destroying, falsifying, altering or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede a Government investigation into allegations of a corrupt, fraudulent, coercive or collusive practice; and/or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation, or
  - (bb) acts intended to materially impede the exercise of the Government’s inspection and audit rights provided for under Sub-Clauses 1.7 and 2.6.1 of the General Conditions of Contract.
- (b) will reject a proposal for award if it determines that the Tenderer recommended for award has, directly or through an agent, engaged in corrupt, fraudulent, collusive, coercive or obstructive practices in competing for the contract in question;
- (c) will cancel the portion of the funds allocated to a contract if it determines at any time that representatives of the Procuring Entity or of a beneficiary of the funds engaged in corrupt, fraudulent, collusive, coercive or obstructive practices during the procurement or the execution of that contract, without the Procuring Entity having taken timely and appropriate action satisfactory to the Government to remedy the situation;
- (d) will sanction a firm or individual, including suspending or barring a Tenderer or Tenderer in accordance with Sections fifty-five (55), fifty-six (56) and fifty-seven (57) of the Public Procurement Act of 2020 and in accordance with regulations 16, 17 and 18 of the Public Procurement Regulations of 2020. A Tenderer or Tenderer aggrieved by such a decision may appeal in accordance with Section fifty-seven (57) of the Public Procurement Act of 2011;
- (e) will have the right to require that a provision be included in Tendering documents and in contracts financed by Government, requiring Tenderers, suppliers, contractors and consultants to permit the Government to inspect their accounts and records and other documents relating to the Tender submission and contract performance and to have them audited by auditors appointed by the Government.

**Disclaimer**

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



- 3.2 Furthermore, Tenderers shall be aware of the provision stated in Sub-Clauses 1.7 and 2.6.1 of the General Conditions of Contract.
- 4. Eligible Tenderers**
- 4.1 This Invitation for Tenders is open to all Tenderers from eligible countries as defined in the Procurement Guidelines. Any materials, equipment, and Services to be used in the performance of the Contract shall have their origin in eligible source countries.
- 4.2 All Tenderers shall provide in Section III, Tendering Forms, a statement that the Tenderer (including all members of a joint venture and subcontractors) is not associated, nor has been associated in the past, directly or indirectly, with the consultant or any other entity that has prepared the design, specifications, and other documents for the Project or being proposed as Project Manager for the Contract. A firm that has been engaged by the Procuring Entity to provide Consultant Services for the preparation or supervision of the Services, and any of its affiliates, shall not be eligible to Tender.
- 4.3 A statutory corporation or body or company in which Government has a majority or controlling interest shall be eligible only if they meet the provisions of Section 92 of the Public Procurement Regulations 2020. To establish eligibility, the government-owned enterprise or institution should provide all relevant documents (including its documents establishing the entity) sufficient to demonstrate that it meets the provisions of Section 92 of the Public Procurement Regulations 2020.
- 4.5 Tenderers shall not be under a declaration of ineligibility for corrupt and fraudulent practices by ESPPRA in accordance with ITT Sub-Clause 3.1.
- 5. Qualification of the Tenderer**
- 5.1 All Tenderers shall provide in Section III, Tendering Forms, a preliminary description of the proposed work method and schedule, including drawings and charts, as necessary.
- 5.2 In the event that prequalification of potential Tenderers has been undertaken **as stated in the TDS**, only Tenders from prequalified Tenderers shall be considered for award of Contract, in which case the provisions of sub-clauses 5.3 to 5.6 hereafter shall not apply. These qualified Tenderers should submit with their Tenders any information updating their original prequalification applications or, alternatively, confirm in their Tenders that the originally submitted prequalification information remains essentially correct as of the date of Tender submission. The update or confirmation should be provided in Section IV.
- 5.3 If the Procuring Entity has not undertaken prequalification of potential Tenderers, all Tenderers shall include the following information and documents with their Tenders in Section IV, unless otherwise **stated in the TDS**:

**Disclaimer**

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

(a) copies of original documents defining the constitution or legal status, place of registration and principal place of



business; written power of attorney of the signatory of the Tender to commit the Tenderer;

- (b) total monetary value of Services performed for each of the last three years;
- (c) experience in Services of a similar nature and size for each of the last five years, and details of Services under way or contractually committed; and names and address of clients who may be contacted for further information on those contracts;
- (d) list of major items of equipment proposed to carry out the Contract;
- (e) qualifications and experience of key site management and technical personnel proposed for the Contract;
- (f) reports on the financial standing of the Tenderer, such as profit and loss statements and auditor's reports for the past three years;
- (g) evidence of adequacy of working capital for this Contract (access to line(s) of credit and availability of other financial resources);
- (h) authority to the Procuring Entity to seek references from the Tenderer's bankers;
- (i) information regarding any litigation, current or during the last five years, in which the Tenderer is involved, the parties concerned, and disputed amount; and
- (j) proposals for subcontracting components of the Services amounting to more than 10 percent of the Contract Price.

5.4 Tenders submitted by a joint venture of two or more firms as partners shall comply with the following requirements, unless otherwise stated in the TDS:

- (a) the Tender shall include all the information listed in ITT Sub-Clause 5.3 above for each joint venture partner;
- (b) the Tender shall be signed so as to be legally binding on all partners;
- (c) the Tender shall include a copy of the agreement entered into by the joint venture partners defining the division of assignments to each partner and establishing that all partners shall be jointly and severally liable for the execution of the Contract in accordance with the Contract terms; alternatively, a Letter of Intent to execute a joint venture agreement in the event of a successful Tender shall

**Disclaimer**

This tender document and the information contained therein is provided "as is" by the Eswatini Public Procurement Regulatory Agency (ESPPRA) makes no express or implied representations or warranties with regard thereto. Portions of the information may be incorrect or not current. Any person or entity that relies on any information obtained from this tender document does so at own risk. The ESPPRA expressly disclaims any liability, including but not limited to, for any errors, omissions, or inaccuracies in the task, non-infringement, compatibility, security, and accuracy. The ESPPRA furthermore disclaims any warranty towards the accuracy, correctness, reliability, and timeliness of the publishing of content. Furthermore, no warranty, expressed or implied, is given this tender document is free of viruses, trojans, bombs, time-locks or any other data or code which have the ability to corrupt or affect the operation of any computer system it is used on. The ESPPRA cannot accept any responsibility for any loss, disruption, or damage to any of your data or computer system which may occur whilst using this tender document.



be signed by all partners and submitted with the Tender, together with a copy of the proposed agreement.

- (d) one of the partners shall be nominated as being in charge, authorized to incur liabilities, and receive instructions for and on behalf of any and all partners of the joint venture; and
  - (e) the execution of the entire Contract, including payment, shall be done exclusively with the partner in charge.
- 5.5 To qualify for award of the Contract, Tenderers shall meet the following minimum qualifying criteria:
- (a) annual volume of Services of at least the amount **specified in the TDS;**
  - (b) experience as prime contractor in the provision of at least two service contracts of a nature and complexity equivalent to the Services over the last 3 years (to comply with this requirement, Services contracts cited should be at least 70 percent complete) **as specified in the TDS;**
  - (c) proposals for the timely acquisition (own, lease, hire, etc.) of the essential equipment **listed in the TDS;**
  - (d) a Contract Manager with five years' experience in Services of an equivalent nature and volume, including no less than three years as Manager; and
  - (e) liquid assets and/or credit facilities, net of other contractual commitments and exclusive of any advance payments which may be made under the Contract, of no less than the amount specified in the **TDS.**

A consistent history of litigation or arbitration awards against the Applicant or any partner of a Joint Venture may result in disqualification.

- 5.6 The figures for each of the partners of a joint venture shall be added together to determine the Tenderer's compliance with the minimum qualifying criteria of ITT Sub-Clause 4.4(a), (b) and (e); however, for a joint venture to qualify the partner in charge must meet at least 40 percent of those minimum criteria for an individual Tenderer and other partners at least 25% of the criteria. Failure to comply with this requirement will result in rejection of the joint venture's Tender. Subcontractors' experience and resources will not be taken into account in determining the Tenderer's compliance with the qualifying criteria, unless otherwise **stated in the TDS.**

## 6. One Tender per Tenderer

- 6.1 Each Tenderer shall submit only one Tender, either individually or as a partner in a joint venture. A Tenderer who submits or participates in more than one Tender (other than as a subcontractor or in cases of alternatives that have been permitted or requested) will cause all the proposals with the Tenderer's participation to be disqualified.

### Disclaimer

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



- 7. Cost of Tendering** 7.1 The Tenderer shall bear all costs associated with the preparation and submission of his Tender, and the Procuring Entity will in no case be responsible or liable for those costs.
- 8. Site Visit** 8.1 The Tenderer, at the Tenderer's own responsibility and risk, is encouraged to visit and examine the Site of required Services and its surroundings and obtain all information that may be necessary for preparing the Tender and entering into a contract for the Services. The costs of visiting the Site shall be at the Tenderer's own expense.

## B. Tendering Documents

- 9. Content of Tendering Documents** 9.1 The set of Tendering documents comprises the documents listed in the table below and addenda issued in accordance with ITT Clause 11:

Section I	Instructions to Tenderers
Section II	Tendering Data Sheet
Section III	Tendering Forms
Section IV	Eligible Countries
Section V	Activity Schedule
Section VI	General Conditions of Contract
Section VII	Special Conditions of Contract
Section VIII	Performance Specifications and Drawings (if Applicable)
Section IX	Contract Forms

- 9.2 The Tenderer is expected to examine all instructions, forms, terms, and specifications in the Tendering documents. Failure to furnish all information required by the Tendering documents or to submit a Tender not substantially responsive to the Tendering documents in every respect will be at the Tenderer's risk and may result in the rejection of its Tender. Sections III, V, and IX should be completed and returned with the Tender in the number of copies specified in the TDS.

- 10. Clarification of Tendering Documents** 10.1 A prospective Tenderer requiring any clarification of the Tendering documents may notify the Procuring Entity in writing or by cable ("cable" includes telex and facsimile) at the Procuring Entity's address indicated in the invitation to Tender. The Procuring Entity will respond to any request for clarification received earlier than 14 days prior to the deadline for submission of Tenders. Copies of the Procuring Entity's response will be forwarded to all Procuring Entity's of the Tendering documents, including a description of the inquiry, but without identifying its source.

- 11. Amendment of Tendering Documents** 11.1 Before the deadline for submission of Tender, the Procuring Entity may modify the Tendering documents by issuing addenda.

### Disclaimer

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



- 11.2 Any addendum thus issued shall be part of the Tendering documents and shall be communicated in writing or by cable to all Procuring Entity's of the Tendering documents. Prospective Tenderers shall acknowledge receipt of each addendum by cable to the Procuring Entity.
- 11.3 To give prospective Tenderers reasonable time in which to take an addendum into account in preparing their Tenders, the Procuring Entity shall extend, as necessary, the deadline for submission of Tenders, in accordance with ITT Sub-Clause 21.2 below.

## C. Preparation of Tenders

### 12. Language of Tender

- 12.1 The Tender prepared by the Tenderer, as well as all correspondence and documents relating to the Tender exchanged by the Tenderer and the Procuring Entity shall be written in **English**. Supporting documents and printed literature furnished by the Tenderer may be in another language provided they are accompanied by an accurate translation of the relevant passages in English, in which case, for purposes of interpretation of the Tender, the translation shall govern.

### 13. Documents Comprising the Tender

- 13.1 The Tender submitted by the Tenderer shall comprise the following:
- The Form of Tender (in the format indicated in Section III);
  - Tender Security;
  - Priced Activity Schedule;
  - Qualification Information Form and Documents;
  - Alternative offers where invited;

and any other materials required to be completed and submitted by Tenderers, as **specified in the TDS**.

- 13.2 Tenderers Tendering for this contract together with other contracts stated in the IFB to form a package will so indicate in the Tender together with any discounts offered for the award of more than one contract

### 14. Tender Prices

- 14.1 The Contract shall be for the Services, as described in Appendix A to the contract and in the Specifications, Section VIII, based on the priced Activity Schedule, Section V, submitted by the Tenderer.

- 14.2 The Tenderer shall fill in rates and prices for all items of the Services described in the in Specifications (or Terms of Reference), Section VIII and listed in the Activity Schedule, Section V items for which no rate or price is entered by the Tenderer will not be paid for by the Procuring Entity when

#### Disclaimer

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



executed and shall be deemed covered by the other rates and prices in the Activity Schedule.

- 14.3 All duties, taxes, and other levies payable by the Service Provider under the Contract, or for any other cause, as of the date 28 days prior to the deadline for submission of Tenders, shall be included in the total Tender price submitted by the Tenderer.
- 14.4 If **provided for in the TDS**, the rates and prices quoted by the Tenderer shall be subject to adjustment during the performance of the Contract in accordance with and the provisions of Clause 6.6 of the General Conditions of Contract and/or Special Conditions of Contract. The Tenderer shall submit with the Tender all the information required under the Special Conditions of Contract and of the General Conditions of Contract.
- 14.5 For the purpose of determining the remuneration due for additional Services, a breakdown of the lump-sum price shall be provided by the Tenderer in the form of Appendices D and E to the Contract

## 15. Currencies of Tender and Payment

- 15.1 The lump sum price shall be quoted by the Tenderer separately in the following currencies:
- (a) for those inputs to the Services which the Tenderer expects to provide from within Eswatini, the prices shall be quoted in Lilangeni, unless otherwise **specified in the TDS**; and
  - (b) for those inputs to the Services which the Tenderer expects to provide from outside Eswatini, the prices shall be quoted in up to any three freely convertible currencies.
- 15.2 Tenderers shall indicate details of their expected foreign currency requirements in the Tender.
- 15.3 Tenderers may be required by the Procuring Entity to justify their foreign currency requirements and to substantiate that the amounts included in the Lump Sum are reasonable and responsive to ITT Sub-Clause 15.1.

## 16. Tender Validity

- 16.1 Tenders shall remain valid for the period **specified in the TDS**.
- 16.2 In exceptional circumstances, the Procuring Entity may request that the Tenderers extend the period of validity for a specified additional period. The request and the Tenderers' responses shall be made in writing or by cable. A Tenderer may refuse the request without forfeiting the Tender Security. A Tenderer agreeing to the request will not be required or permitted to otherwise modify the Tender but will be required to extend the validity of Tender Security for the period of the extension, and in compliance with ITT Clause 17 in all respects.

- 16.3 In the case of contracts in which the Contract Price is fixed (not subject to price adjustment), if the period of tender validity is extended by more than 60 days, the amounts payable in tender and

### Disclaimer

This tender document and the information contained therein is provided "as is" and the Eswatini Public Procurement Regulatory Agency (ESPPRA) makes no express or implied representations or warranties with regard thereto. Part of the information contained in this tender document is derived from the Eswatini Public Procurement Regulatory Agency (ESPPRA) website and is subject to change without notice. The ESPPRA expressly disclaims all implied warranties, including, without limitation, warranties of merchantability, title, suitability to task, non-infringement, compatibility, security, and accuracy. Furthermore, no warranty, expressed or implied, is given in this tender document is free of viruses, trojans, bombs, time-locks or any other data or code which have the ability to corrupt or affect the operation of any computer system it is used on. The ESPPRA cannot accept any responsibility for any loss, disruption, or damage to any of your data or computer system which may occur whilst using this tender document.



foreign currency to the Tenderer selected for award, shall be increased by applying to both the local and the foreign currency component of the payments, respectively, the factors specified in the request for extension, for the period of delay beyond 60 days after the expiry of the initial Tender validity, up to the notification of award. Tender evaluation will be based on the Tender prices without taking the above correction into consideration.

## 17. Tender Security

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

17.2 The Tender Security shall be in the amount **specified in the TDS** and denominated in Lilangeni 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 from a banking institution, or a bond issued by a surety;
- (b) be issued by a reputable institution selected by the Tenderer and located in any eligible country. If the institution issuing the bond is located outside Eswatini, it shall have a correspondent financial institution located in Eswatini to make it enforceable.
- (c) be substantially in accordance with one of the forms of Tender Security included in Section IX, Contract Forms, or other form approved by the Procuring Entity prior to Tender submission;
- (d) be payable promptly upon written demand by the Procuring Entity in case the conditions listed in ITT Sub-Clause 17.5 are invoked;
- (e) be submitted in its original form; copies will not be accepted;
- (f) remain valid for a period of 28 days beyond the validity period of the Tenders, as extended, if applicable, in accordance with ITT Sub-Clause 16.2;

17.3 If a Tender Security or a Tender- Securing Declaration is required in accordance with ITT Sub-Clause 17.1, any Tender not accompanied by a substantially responsive Tender Security or Tender Securing Declaration in accordance with ITT Sub-Clause 17.1, shall be rejected by the Procuring Entity as non-responsive.

17.4 The Tender Security of unsuccessful Tenderers shall be returned as promptly as possible upon the successful Tenderer's furnishing of the Performance Security pursuant to ITT Clause 35.

17.5 The Tender Security may be forfeited or the Tender Securing Declaration executed.

### Disclaimer

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



- (a) if a Tenderer withdraws its Tender during the period of Tender validity specified by the Tenderer on the Tender Submission Form, except as provided in ITT Sub-Clause 16.2; or
- (b) if the successful Tenderer fails to:
  - (i) sign the Contract in accordance with ITT Clause 34;
  - (ii) furnish a Performance Security in accordance with ITT Clause 35.

17.6 The Tender Security or Tender- Securing Declaration of a JV must be in the name of the JV that submits the Tender. If the JV has not been legally constituted at the time of Tendering, the Tender Security or Tender-Securing Declaration shall be in the names of all future partners as named in the letter of intent to constitute the JV.

## 18. Alternative Proposals by Tenderers

18.1 **Unless otherwise indicated in the TDS**, alternative Tenders shall not be considered.

18.2 When alternative times for completion are explicitly invited, a statement to that effect will be **included in the TDS**, as will the method of evaluating different times for completion.

18.3 Except as provided under ITT Sub-Clause 18.4 below, Tenderers wishing to offer technical alternatives to the requirements of the Tendering documents must first submit a Tender that complies with the requirements of the Tendering documents, including the scope, basic technical data, graphical documents and specifications. In addition to submitting the basic Tender, the Tenderer shall provide all information necessary for a complete evaluation of the alternative by the Procuring Entity, including calculations, technical specifications, breakdown of prices, proposed work methods and other relevant details. Only the technical alternatives, if any, of the lowest evaluated Tenderer conforming to the basic technical requirements shall be considered by the Procuring Entity. Alternatives to the specified performance levels shall not be accepted.

18.4 When Tenderers are **permitted in the TDS** to submit alternative technical solutions for specified parts of the Services, such parts shall be described in the Specifications (or Terms of Reference) and Drawings, Section VIII. In such cases, the method for evaluating such alternatives will be as **indicated in the TDS**.

## 19. Format and Signing of Tender

19.1 The Tenderer shall prepare one original of the documents comprising the Tender as described in ITT Clause 11 of these Instructions to Tenderers, bound with the volume containing the Form of Tender, and clearly marked "ORIGINAL." In addition, the Tenderer shall submit copies of the Tender, in the number

### Disclaimer

This tender document and the information contained therein is provided on a "as is" basis. The Procuring Entity (ESPRA) does not make any representations or warranties with regard thereto. Portions of the information may be incorrect or not current. Any person or entity that relies on any information obtained from this tender document does so at own risk. The ESPRA does not warrant the accuracy, completeness, or timeliness of the information. The Procuring Entity (ESPRA) is not responsible for any loss, damage, or disruption of any kind, including but not limited to, data loss, system downtime, or other adverse effects, resulting from the use of this tender document. Furthermore, no warranty, expressed or implied, is given this tender document is free of viruses, trojans, bombs, time-locks or any other data or code which have the ability to corrupt or affect the operation of any computer system it is used on. The ESPRA cannot accept any responsibility for any loss, disruption, or damage to any of your data or computer system which may occur whilst using this tender document.



19.2 The original and all copies of the Tender shall be typed or written in indelible ink and shall be signed by a person or persons duly authorized to sign on behalf of the Tenderer, pursuant to Sub-Clauses 5.3(a) or 5.4(b), as the case may be. All pages of the Tender where entries or amendments have been made shall be initialed by the person or persons signing the Tender.

19.3 The Tender shall contain no alterations or additions, except those to comply with instructions issued by the Procuring Entity, or as necessary to correct errors made by the Tenderer, in which case such corrections shall be initialed by the person or persons signing the Tender.

## D. Submission of Tenders

### 20. Sealing and Marking of Tenders

20.1 The Tenderer shall seal the original and all copies of the Tender in two inner envelopes and one outer envelope, duly marking the inner envelopes as “ORIGINAL” and “COPIES”.

20.2 The inner and outer envelopes shall

- (a) be addressed to the Procuring Entity at the address **provided in the TDS;**
- (b) bear the name and identification number of the Contract as **defined in the TDS** and Special Conditions of Contract; and
- (c) provide a warning not to open before the specified time and date for Tender opening as **defined in the TDS.**

20.3 In addition to the identification required in ITT Sub-Clause 20.2, the inner envelopes shall indicate the name and address of the Tenderer to enable the Tender to be returned unopened in case it is declared late, pursuant to ITT Clause 22.

20.4 If the outer envelope is not sealed and marked as above, the Procuring Entity will assume no responsibility for the misplacement or premature opening of the Tender.

### 21. Deadline for Submission of Tenders

21.1 Tenders shall be delivered to the Procuring Entity at the address specified above no later than the time and date **specified in the TDS.**

21.2 The Procuring Entity may extend the deadline for submission of Tenders by issuing an amendment in accordance with ITT Clause 11, in which case all rights and obligations of the Procuring Entity and the Tenderers previously subject to the original deadline will then be subject to the new deadline.

### 22. Late Tenders

22.1 Any Tender received by the Procuring Entity after the deadline prescribed in ITT Clause 21 will be returned unopened to the Tenderer.

#### Disclaimer

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



- 23. Modification and Withdrawal of Tenders**
- 23.1 Tenderers may modify or withdraw their Tenders by giving notice in writing before the deadline prescribed in ITT Clause 21.
- 23.2 Each Tenderer's modification or withdrawal notice shall be prepared, sealed, marked, and delivered in accordance with ITT Clauses 19 and 20, with the outer and inner envelopes additionally marked "MODIFICATION" or "WITHDRAWAL," as appropriate.
- 23.3 No Tender may be modified after the deadline for submission of Tenders.
- 23.4 Withdrawal of a Tender between the deadline for submission of Tenders and the expiration of the period of Tender validity specified in the TDS or as extended pursuant to ITT Sub-Clause 16.2 may result in the forfeiture of the Tender Security pursuant to ITT Clause 17.
- 23.5 Tenderers may only offer discounts to, or otherwise modify the prices of their Tenders by submitting Tender modifications in accordance with this clause, or included in the original Tender submission.

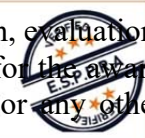
### E. Tender Opening and Evaluation

- 24. Tender Opening**
- 24.1 The Procuring Entity will open the Tenders, including modifications made pursuant to ITT Clause 23, in the presence of the Tenderers' representatives who choose to attend at the time and in the place **specified in the TDS**.
- 24.2 Envelopes marked "WITHDRAWAL" shall be opened and read out first. Tenders for which an acceptable notice of withdrawal has been submitted pursuant to ITT Clause 23 shall not be opened.
- 24.3 The Tenderers' names, the Tender prices, the total amount of each Tender and of any alternative Tender (if alternatives have been requested or permitted), any discounts, Tender modifications and withdrawals, the presence or absence of Tender Security, and such other details as the Procuring Entity may consider appropriate, will be announced by the Procuring Entity at the opening. No Tender shall be rejected at Tender opening except for the late Tenders pursuant to ITT Clause 22; Tenders, and modifications, sent pursuant to ITT Clause 23 that are not opened and read out at Tender opening will not be considered for further evaluation regardless of the circumstances. Late and withdrawn Tenders will be returned unopened to the Tenderers.
- 24.4 The Procuring Entity will prepare minutes of the Tender opening, including the information disclosed to those present in accordance with ITT Sub-Clause 24.3.

- 25. Process to Be Confidential**
- 25.1 Information relating to the examination, clarification, evaluation, and comparison of Tenders and recommendations for the award of a contract shall not be disclosed to Tenderers or any other

**Disclaimer**

The information contained in this tender document is for informational purposes only. It is not intended to constitute an offer or a contract. The Procuring Entity makes no representations or warranties with regard thereto. Portions of the information may be incorrect or not current. Any person or entity that relies on any information obtained from this tender document does so at their own risk. The ESP/PPRA and its representatives shall not be held liable for any loss, damage, or other consequences arising from the use of the information contained in this tender document. The ESP/PPRA further disclaims any warranty towards the accuracy, correctness, reliability, and timeliness of the publishing of content. Furthermore, no warranty, expressed or implied, is given in this tender document in relation to the use of any software or hardware which have the ability to corrupt or affect the operation of any computer system. It is used on the ESP/PPRA cannot accept any responsibility for any loss, disruption, or damage to any of your data or computer system which may occur whilst using this tender document.



persons not officially concerned with such process until the award to the successful Tenderer is notified of the award. Any effort by a Tenderer to influence the Procuring Entity's processing of Tenders or award decisions may result in the rejection of his Tender.

25.2 If, after notification of award, a Tenderer wishes to ascertain the grounds on which its Tender was not selected, it should address its request to the Procuring Entity, who will provide written explanation. Any request for explanation from one Tenderer should relate only to its own Tender; information about the Tender of competitors will not be addressed.

## 26. Clarification of Tenders

26.1 To assist in the examination, evaluation, and comparison of Tenders, the Procuring Entity may, at the Procuring Entity's discretion, ask any Tenderer for clarification of the Tenderer's Tender, including breakdowns of the prices in the Activity Schedule, and other information that the Procuring Entity may require. The request for clarification and the response shall be in writing or by cable, telex, or facsimile, but no change in the price or substance of the Tender shall be sought, offered, or permitted except as required to confirm the correction of arithmetic errors discovered by the Procuring Entity in the evaluation of the Tenders in accordance with ITT Clause 28.

26.2 Subject to ITT Sub-Clause 26.1, no Tenderer shall contact the Procuring Entity on any matter relating to its Tender from the time of the Tender opening to the time the contract is awarded. If the Tenderer wishes to bring additional information to the notice of the Procuring Entity, he should do so in writing.

26.3 Any effort by the Tenderer to influence the Procuring Entity in the Procuring Entity's Tender evaluation or contract award decisions may result in the rejection of the Tenderer's Tender.

## 27. Examination of Tenders and Determination of Responsiveness

27.1 Prior to the detailed evaluation of Tenders, the Procuring Entity will determine whether each Tender (a) meets the eligibility criteria defined in ITT Clause 4; (b) has been properly signed; (c) is accompanied by the required securities; and (d) is substantially responsive to the requirements of the Tendering documents.

27.2 A substantially responsive Tender is one which conforms to all the terms, conditions, and specifications of the Tendering documents, without material deviation or reservation. A material deviation or reservation is one (a) which affects in any substantial way the scope, quality, or performance of the Services; (b) which limits in any substantial way, inconsistent with the Tendering documents, the Procuring Entity's rights or the Tenderer's obligations under the Contract; or (c) whose rectification would affect unfairly the competitive position of other Tenderers presenting substantially responsive Tenders.

### Disclaimer

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



responsive by correction or withdrawal of the nonconforming deviation or reservation.

- 28. Correction of Errors**
- 28.1 Tenders determined to be substantially responsive will be checked by the Procuring Entity for any arithmetic errors. Arithmetical errors will be rectified by the Procuring Entity on the following basis: if there is a discrepancy between unit prices 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; 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; if there is a discrepancy between the amounts in figures and in words, the amount in words will prevail.
- 28.2 The amount stated in the Tender will be adjusted by the Procuring Entity in accordance with the above procedure for the correction of errors and, with the concurrence of the Tenderer, shall be considered as binding upon the Tenderer. If the Tenderer does not accept the corrected amount, the Tender will be rejected, and the Tender Security may be forfeited in accordance with ITT Sub-Clause 17.5(b).
- 29. Currency for Tender Evaluation**
- 29.1 The Procuring Entity will convert the amounts in various currencies in which the Tender Price, corrected pursuant to ITT Clause 28, is payable (excluding Provisional Sums but including Daywork where priced competitively) to either:
- (a) Swati Lilangeni at the selling rates established for similar transactions by the authority **specified in the TDS** on the date **stipulated in the TDS**;
- or**
- (b) a currency widely used in international trade, such as the U.S. dollar, **stipulated in the TDS**, at the selling rate of exchange published in the international press as **stipulated in the TDS** on the date **stipulated in the TDS**, for the amounts payable in foreign currency; and, at the selling exchange rate established for similar transactions by the same authority specified in ITT Sub-Clause 29.1 (a) above on the date **specified in the TDS** for the amount payable in Swati Lilangeni.
- 30. Evaluation and Comparison of Tenders**
- 30.1 The Procuring Entity will evaluate and compare only the Tenders determined to be substantially responsive in accordance with ITT Clause 27.
- 30.2 In evaluating the Tenders, the Procuring Entity will determine for each Tender the evaluated Tender price by adjusting the Tender price as follows:
- (a) making any correction for errors pursuant to ITT Clause 28;
- (b) excluding provisional sums and the provision, if any, for contingencies in the Activity Schedule, Section V, out

**Disclaimer**

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



including Day work, when requested in the Specifications (or Terms of Reference) Section VIII;

- (c) making an appropriate adjustment for any other acceptable variations, deviations, or alternative offers submitted in accordance with ITT Clause 18; and
- (d) making appropriate adjustments to reflect discounts or other price modifications offered in accordance with ITT Sub-Clause 23.5.

30.3 The Procuring Entity reserves the right to accept or reject any variation, deviation, or alternative offer. Variations, deviations, and alternative offers and other factors, which are in excess of the requirements of the Tendering documents or otherwise result in unsolicited benefits for the Procuring Entity will not be taken into account in Tender evaluation.

30.4 The estimated effect of any price adjustment conditions under Sub-Clause 7.6 of the General Conditions of Contract, during the period of implementation of the Contract, will not be taken into account in Tender evaluation.

DRAFT

**31. Preference for Domestic Tenderers**      31.1 Preference of Domestic Tenderers shall be a factor in Tender evaluation, unless otherwise **specified in the TDS.**

### 31.2 Evaluation Methodology and Criteria

<b>1.</b>	<b>Evaluation Methodology Used</b>
	The evaluation methodology to be used for the evaluation of Tenders received shall be the Technical Compliance and Least Cost Selection methodology.
<b>2.</b>	<b>Summary of Methodology</b>

**Disclaimer**

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



- 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
- (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

**Disclaimer**

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



	activities have not been suspended, and it is not the subject of legal proceedings for any of the foregoing	
(c)	The Tenderer has fulfilled its obligations to pay taxes	Tax Compliance Certificate issued by Tax Regulator [for Swati companies] or equivalent for foreign companies
(d)	The Tenderer has fulfilled its obligations to social security contributions	ENPF compliance certificate [for Swati companies] or equivalent for foreign companies
(e)	The Tenderer adheres to basic labour legislation	Labour compliance certificate [for Swati companies] or equivalent for foreign companies
(f)	The Tenderer does not have a conflict of interest in relation to the procurement requirement	Declaration of Eligibility Form
(g)	The Tenderer, or any of its directors or officers, have not been convicted of any criminal offence relating to professional conduct or the making of false statements or misrepresentations as to its qualifications to enter into a procurement contract within a period of five years preceding the commencement of procurement proceedings	Declaration of Eligibility Form
(h)	The Tenderer is not subject to suspension in accordance with section 55 [of the Public Procurement Act, 2011] <sup>1</sup> , and none of its directors or officers have been involved in a tenderer or supplier currently subject to suspension	Declaration of Eligibility Form

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.

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

**Disclaimer**

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



- 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.

##### Disclaimer

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



Technical	Description	Pass / Fail
<b>Approach and Methodology</b>	Understanding of the project and specifications required	
	Overall methodology adopted to make the project successful and its key elements and phasing structure and final deliverables	
	Detailed work plan with time frames for the overall project and different phases	
<b>Maximum</b>		
<b>Relevant Experience</b>	Supply, installations, and service of such firefighting systems and fit for purpose – three (3) reference letters	
<b>Maximum Points</b>		
<b>Team Structure</b>	Qualifications	
	Professional body affiliation	
	Number of years in the field of installation of fire Suppression Systems – at least three (3) years	
	Industry relevance (balanced between academic and industry experience)	

**Disclaimer**

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



**Disclaimer**

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



## D. Financial evaluation Criteria

### 7. Costs to be included in Tender Price

- (a) Equipment Testing,
- (b) Refilling of empty equipment,
- (c) Service ID Stickers and painting [if necessary]
- (d) A service report must be submitted within 2 weeks after completion of the project,
- (e) The mounting of additional fire extinguishers on a 75mm<sup>2</sup> steel pipe,
- (f) Mount/Service 1 Kg extinguishers in EEC Vehicles.

The financial evaluation shall be conducted in accordance with ITT Clause 31. Tendered prices must clearly specify the following:

- (g) the unit and total delivered price based on the delivery terms requested and the quantity specified in this document;
- (h) 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 (N/A)

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.
- (c) 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.

#### Disclaimer

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



## 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.

## F. Award of Contract

### 32. Award Criteria

32.1 Subject to ITT Clause 33, the Procuring Entity will award the Contract to the Tenderer whose Tender has been determined to be substantially responsive to the Tendering documents and who has offered the lowest evaluated Tender price, provided that such Tenderer has been determined to be (a) eligible in accordance with the provisions of ITT Clause 4, and (b) qualified in accordance with the provisions of ITT Clause 5.

32.2 If, pursuant to ITT Sub-Clause 13.2 this contract is being let on a “slice and package” basis, the lowest evaluated Tender Price will be determined when evaluating this contract in conjunction with other contracts to be awarded concurrently. Taking into account any discounts offered by the Tenderers for the award of more than one contract.

### 33. Procuring Entity’s Right to Accept any Tender and to Reject any or all Tenders

33.1 Notwithstanding ITT Clause 32, the Procuring Entity reserves the right to accept or reject any Tender, and to cancel the Tendering process and reject all Tenders, at any time prior to the award of Contract, without thereby incurring any liability to the affected Tenderer or Tenderers or any obligation to inform the affected Tenderer or Tenderers of the grounds for the Procuring Entity’s action.

### 34. Notification of Award and Signing of Agreement

34.1 The Tenderer whose Tender has been accepted will be notified of the award by the Procuring Entity prior to expiration of the Tender validity period by cable, telex, or facsimile confirmed by registered letter from the Procuring Entity. This letter (hereinafter and in the Conditions of Contract called the “Letter of Acceptance”) will state the sum that the Procuring Entity will pay the Service provider in consideration of the execution, completion, and maintenance of the Services by the Service provider as prescribed by the Contract (hereinafter and in the Contract called the “Contract Price”).

#### Disclaimer

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



- 34.2 The notification of award will constitute the formation of the Contract.
- 34.3 The Contract, in the form provided in the Tendering documents, will incorporate all agreements between the Procuring Entity and the successful Tenderer. It will be signed by the Procuring Entity and sent to the successful Tenderer along with the Letter of Acceptance. Within 21 days of receipt of the Contract, the successful Tenderer shall sign the Contract and return it to the Procuring Entity, together with the required performance security pursuant to Clause 35.
- 34.4 Upon fulfillment of ITT Sub-Clause 34.3, the Procuring Entity will promptly notify the unsuccessful Tenderers the name of the winning Tenderer and that their Tender security will be returned as promptly as possible.
- 34.5 If, after notification of award, a Tenderer wishes to ascertain the grounds on which its Tender was not selected, it should address its request to the Procuring Entity. The Procuring Entity will promptly respond in writing to the unsuccessful Tenderer.

### 35. Performance Security

- 35.1 Within 21 days after receipt of the Letter of Acceptance, the successful Tenderer shall deliver to the Procuring Entity a Performance Security in the amount and in the form (Bank Guarantee and/or Performance Bond) **stipulated in the TDS**, denominated in the type and proportions of currencies in the Letter of Acceptance and in accordance with the General Conditions of Contract.
- 35.2 If the Performance Security is provided by the successful Tenderer in the form of a Bank Guarantee, it shall be issued either (a) at the Tenderer's option, by a bank located in Eswatini or a foreign bank through a correspondent bank located in Eswatini, or (b) with the agreement of the Procuring Entity directly by a foreign bank acceptable to the Procuring Entity.
- 35.3 If the Performance Security is to be provided by the successful Tenderer in the form of a Bond, it shall be issued by a surety which the Tenderer has determined to be acceptable to the Procuring Entity.
- 35.4 Failure of the successful Tenderer to comply with the requirements of ITT Sub-Clause 35.1 shall constitute sufficient grounds for cancellation of the award and forfeiture of the Tender Security.

#### Disclaimer

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



- 36. Advance Payment and Security** 36.1 The Procuring Entity will provide an Advance Payment on the Contract Price as stipulated in the Conditions of Contract, subject to the amount **stated in the TDS**.
- 37. Adjudicator** 37.1 The Procuring Entity proposes the person **named in the TDS** to be appointed as Adjudicator under the Contract, at an hourly fee **specified in the TDS**, plus reimbursable expenses. If the Tenderer disagrees with this proposal, the Tenderer should so state in the Tender. If, in the Letter of Acceptance, the Procuring Entity has not agreed on the appointment of the Adjudicator, the Adjudicator shall be appointed by the Appointing Authority designated in the Special Conditions of Contract at the request of either party.
- 38. Standstill Period** 38.1 The Contract shall not be signed earlier than the expiry of a Standstill Period of 10 days to allow any dissatisfied tender to launch a complaint. Where only one Tender is submitted, the Standstill Period shall not apply.
- 38.2 Where a Standstill Period applies, it shall commence when the Procuring Entity has transmitted to each Tenderer the Notification of Intention to Enter in to a Contract with the successful Tenderer.
- 39. Debriefing by the Procuring Entity** 39.1 On receipt of the Procuring Entity's Notification of Intention to Enter into a Contract referred to in ITT 34, an unsuccessful tenderer may make a written request to the Procuring Entity for a debriefing on specific issues or concerns regarding their tender. The Procuring Entity shall provide the debriefing within five days of receipt of the request.
- 39.2 Debriefings of unsuccessful Tenderers may be done in writing or verbally. The Tenderer shall bear its own costs of attending such a debriefing meeting.
- 40. Publication of Procurement Contract** Within fourteen days after signing the contract, the Procuring Entity shall publish the awarded on the Website of the Agency. At the minimum, the notice shall contain the following information:
- a) Name and address of the Procuring Entity;
  - b) Name and reference number of the contract being awarded, a summary of its scope and the selection method used;
  - c) The name of the successful Tenderer, the final total contract price, the contract duration.
  - d) Dates of signature, commencement and completion of contract;

**Disclaimer**

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



- e) Names of all Tenderers that submitted Tenders, and their Tender prices as read out at Tender opening.

**41. Procurement  
Related  
Complaints  
and  
Administrative  
Review**

41.1 The procedures for making a Procurement-related Complaint are as **specified in the TDS**.

41.2 An application for administrative review shall be made in accordance with section 48 and 49 of the Act, 2011 using the form provided on the Agency's website <https://www.esppra.co.sz>.

DRAFT

**Disclaimer**

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



**Disclaimer**

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



## Section II. Tendering Data Sheet

### Instructions to Tenderers Clause Reference

<b>A. General</b>	
<b>1.1</b>	The Procuring Entity is <b>Eswatini Electricity Company</b> . The name and identification number of the Contract is <b>Service of Firefighting Equipment. RFT 012 of 2025/2026</b> .
<b>1.2</b>	The Intended Completion Date is <b>01 June 2026</b> .
<b>2.1</b>	The Procuring Entity is <b>Eswatini Electricity Company</b> The Project is <b>Service of Firefighting Equipment</b> .
<b>5.2</b>	Prequalification <b>not</b> been undertaken.
<b>5.3</b>	The Qualification Information and Tendering forms to be submitted are as follows: <b>Refer to Clause 17.1 of the TDS</b>
<b>5.4</b>	The information needed for Tenders submitted by joint ventures is as follows: <b>1. Joint Venture Agreement or Intent for Joint Venture Agreement</b>
<b>5.5</b>	The qualification criteria in Sub-Clause 4.4 are modified as follows: <b>N/A</b>
<b>5.5(a)</b>	The minimum required annual volume of Services for the successful Tenderer in any of the last ten years shall be <b>N/A</b>
<b>5.5(b)</b>	The experience required to be demonstrated by the Tenderer should include as a minimum that he has executed during the last three (3) years the following:  <b>Service of fire-fighting equipment</b>
<b>5.5(c)</b>	The essential equipment to be made available for the Contract by the successful Tenderer shall be <b>fire-fighting equipment service material and equipment</b> .
<b>5.5(e)</b>	The minimum amount of liquid assets and/or credit facilities net of other contractual commitments of the successful Tenderer shall be <b>N/A</b>
<b>5.5</b>	Subcontractors' experience <b>will not</b> be taken into account.
<b>B. Tendering Data</b>	
<b>9.2 and 19.1</b>	The number of copies of the Tender to be completed and returned shall be <b>3</b> copies and an electronic copy (flash-drive).

**Disclaimer**

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



<b>C. Preparation of Tenders</b>	
<b>13.1</b>	The additional materials required to be completed and submitted are: <i>N/A</i>
<b>14.4</b>	The Contract <i>is not</i> subject to price adjustment in accordance with Clause 6.6 of the Conditions of Contract.
<b>15.1</b>	Local inputs shall be quoted in <b>Lilangeni</b> .
<b>16.1</b>	The period of Tender validity shall be <b>120</b> days after the deadline for Tender submission specified in the TDS.
<b>17.1</b>	<p>The Tenderer shall provide the following preliminary documentation:</p> <ul style="list-style-type: none"> <li>i Company Profile</li> <li>ii Form J and Form C or equivalent for foreign registered companies and proof of registration with the relevant professional or regulatory body.</li> <li>iii Certified copy of Valid Trading License or equivalent for foreign registered companies</li> <li>iv Original Valid Tax Clearance Certificate or equivalent for foreign registered companies.</li> <li>v Certified copy of VAT Registration Certificate or equivalent for foreign registered companies.</li> <li>vi Police Clearance for Directors</li> <li>vii Certified copy of Labour Compliance Certificate or equivalent for foreign registered companies</li> <li>viii Latest audited financial statements.</li> </ul> <p><b>NB: All the above documents must be submitted in the listed order.</b></p>
<b>17.2</b>	The amount of Tender Security shall be <b>E10,000.00 / R10,000.00</b> or an equivalent amount in a freely convertible currency.
<b>18.1</b>	Alternative Tenders are <b>NOT</b> permitted.
<b>18.2</b>	Alternative times for completion <b>NOT</b> permitted.
<b>18.4</b>	<p>Alternative technical solutions shall be permitted for the following parts of the Services: <b>N/A</b>.</p> <p>If alternative technical solutions are permitted, the evaluation method will be as follows: <b>N/A</b>.</p>
<b>D. Submission of Tenders</b>	
<b>20.2</b>	<p>The Procuring Entity's address for the purpose of Tender submission is:</p> <p><b>The Tender Box, Eswatini Electricity Company Head Office, Eluvatsini House, Mhlambanyatsi Road, Mbabane.</b></p> <p>For identification of the Tender the envelopes should indicate:</p>

**Disclaimer**

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



	<p align="center"><b>Contract: Service of Firefighting Equipment</b></p> <p align="center">Tender / Contract Number: <b>RFT 012 of 2025/2026</b></p>
<b>21.1</b>	The deadline for submission of Tenders shall be <b>01 June 2026</b>
<b>E. Tender Opening and Evaluation</b>	
<b>24.1</b>	Tenders will be opened at <b>11h15</b> of the day <b>01 June 2026</b> at the following address <b>EEC Head Office, Eluvatsini House, Mhlambanyatsi Road, Mbabane</b>
<b>29.1</b>	<p>Currency chosen for the purpose of converting to a common currency <b>Lilangeni.</b></p> <p>Source of exchange rate: <b>Central Bank of Eswatini.</b></p> <p>Exchange rate date. <b>01 June 2026</b></p>
<b>F. Award of Contract</b>	
<b>35.0</b>	The Performance Security acceptable to the Procuring Entity shall be the in the Standard Form of <b>N/A.</b>
<b>36.1</b>	The Advance Payment shall be of <b>N/A</b> percent of the Contract Price.
<b>37.1</b>	The Adjudicator proposed by the Procuring Entity is <b>N/A.</b> The hourly fee for this proposed Adjudicator shall be <b>N/A.</b> The biographical data of the proposed Adjudicator is as follows: <b>N/A.</b>
<b>41.1</b>	<p>The procedures for making a Procurement-related Complaint are detailed in the ESPPRA website <a href="https://www.esppra.co.sz">https://www.esppra.co.sz</a></p> <p>If a Tenderer wishes to make a Procurement-related Complaint, the Tenderer should submit its complaint following these procedures, in writing (by the quickest means available, that is by email):</p> <p><b>For the attention:</b> <i>Mr. Ernest Mkhonta</i></p> <p><b>Title/position:</b> <i>Managing Director</i></p> <p><b>Procuring Entity:</b> <i>Eswatini Electricity Company</i></p> <p><b>Email address:</b> <a href="mailto:ernest.mkhonta@eec.co.sz">ernest.mkhonta@eec.co.sz</a></p> <p>In summary, a Procurement-related Complaint may challenge any of the following:</p> <ol style="list-style-type: none"> <li>1. the terms of the Tendering Documents; and</li> <li>2. the Procuring Entity's decision to award the contract.</li> </ol>

**Disclaimer**

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



## Section III. Tendering Forms

### Table of Forms

<b>Service Provider's Tender .....</b>	<b>39</b>
<b>Qualification Information .....</b>	<b>40</b>
<b>Letter of Acceptance .....</b>	<b>43</b>
<b>Form of Contract .....</b>	<b>44</b>
<b>Tender Security (Bank Guarantee).....</b>	<b>46</b>
<b>Tender Security (Tender Bond).....</b>	<b>47</b>
<b>Tender-Securing Declaration.....</b>	<b>48</b>

DRAFT

**Disclaimer**

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



## Service Provider's Tender

[date]

To: [name and address of Procuring Entity]

Having examined the Tendering documents including addenda No . . . . ., we offer to execute the [name and identification number of Contract] in accordance with the Conditions of Contract, specifications, drawings and activity schedule accompanying this Tender for the Contract Price of [amount in numbers], [amount in words] [names of currencies].

The Contract shall be paid in the following currencies:

Currency	Amount payable in currency	Inputs for which foreign currency is required
(a)		
(b)		

We accept the appointment of [name proposed in the Tendering Data Sheet] as the Adjudicator.

**[or]**

We do not accept the appointment of [name proposed in the Tendering Data Sheet] as the Adjudicator, and propose instead that [name] be appointed as Adjudicator, whose daily fees and biographical data are attached.

This Tender and your written acceptance of it shall constitute a binding Contract between us.

We understand that you are not bound to accept the lowest or any Tender you receive.

We hereby confirm that this Tender complies with the Tender validity and Tender Security required by the Tendering documents and specified in the Tendering Data Sheet.

Commissions or gratuities, if any, paid or to be paid by us to agents relating to this Tender, and to contract execution if we are awarded the contract, are listed below:

Name and address of agent	Amount and Currency	Purpose of Commission or gratuity
(if none, state "none")		

Authorized Signature: \_\_\_\_\_

Name and Title of Signatory: \_\_\_\_\_

Name of Tenderer: \_\_\_\_\_

Address: \_\_\_\_\_

## Qualification Information

- 1. Individual Tenderers or Individual Members of Joint Ventures**
- 1.1 Constitution or legal status of Tenderer: *[attach copy]*  
 Place of registration: *[insert]*  
 Principal place of business: *[insert]*  
 Power of attorney of signatory of Tender: *[attach]*
- 1.2 Total annual volume of Services performed in five years, in the internationally traded currency specified in the TDS: *[insert]*
- 1.3 Services performed as prime Service Provider on the provision of Services of a similar nature and volume over the last five years. The values should be indicated in the same currency used for Item 1.2 above. Also list details of work under way or committed, including expected completion date.

Project name and country	Name of Procuring Entity and contact person	Type of Services provided and year of completion	Value of contract
(a)			
(b)			

- 1.4 Major items of Service Provider's Equipment proposed for carrying out the Services. List all information requested below. Refer also to ITT Sub-Clause 5.4(c).

Item of equipment	Description, make, and age (years)	Condition (new, good, poor) and number available	Owned, leased (from whom?), or to be purchased (from whom?)
(a)			
(b)			

- 1.5 Qualifications and experience of key personnel proposed for administration and execution of the Contract. Attach biographical data. Refer also to ITT Sub-Clause 5.4(e) and GCC Clause 9.1.

### Disclaimer

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



Position	Name	Years of experience (general)	Years of experience in proposed position
(a)			
(b)			

1.6 Proposed subcontracts and firms involved. Refer to GCC Clause 7.

Sections of the Services	Value of subcontract	Subcontractor (name and address)	Experience in providing similar Services
(a)			
(b)			

1.7 Financial reports for the last five years: balance sheets, profit and loss statements, auditors' reports, etc. List below and attach copies.

1.8 Evidence of access to financial resources to meet the qualification requirements: cash in hand, lines of credit, etc. List below and attach copies of support documents. We certify/confirm that we comply with eligibility requirements as per ITT Clause 4.

1.9 Name, address, and telephone, telex, and facsimile numbers of banks that may provide references if contacted by the Procuring Entity.

1.10 Information regarding any litigation, current or within the last five years, in which the Tenderer is or has been involved.

Other party(ies)	Cause of dispute	Details of litigation award	Amount involved
(a)			
(b)			

1.11 Statement of compliance with the requirements of ITT Sub-Clause 4.2.

**Disclaimer**

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



- 1.12 Proposed Program (service work method and schedule). Descriptions, drawings, and charts, as necessary, to comply with the requirements of the Tendering documents.
- 2. Joint Ventures**
- 2.1 The information listed in 1.1 - 1.11 above shall be provided for each partner of the joint venture.
- 2.2 The information in 1.12 above shall be provided for the joint venture.
- 2.3 Attach the power of attorney of the signatory(ies) of the Tender authorizing signature of the Tender on behalf of the joint venture.
- 2.4 Attach the Agreement among all partners of the joint venture (and which is legally binding on all partners), which shows that
- (a) all partners shall be jointly and severally liable for the execution of the Contract in accordance with the Contract terms;
  - (b) one of the partners will be nominated as being in charge, authorized to incur liabilities, and receive instructions for and on behalf of any and all partners of the joint venture; and
  - (c) the execution of the entire Contract, including payment, shall be done exclusively with the partner in charge.
- 3. Additional Requirements**
- 3.1 Tenderers should provide any additional information required in the TDS and to fulfill the requirements of ITT Sub-Clause 5.1, if applicable.

**Disclaimer**

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



## Letter of Acceptance

*[letterhead paper of the Procuring Entity]*

*[date]*

To: *[name and address of the Service provider]*

This is to notify you that your Tender dated *[date]* for execution of the *[name of the Contract and identification number, as given in the Special Conditions of Contract]* for the Contract Price of the equivalent of *[amount in numbers and words]* *[name of currency]*, as corrected and modified in accordance with the Instructions to Tenderers is hereby accepted by our Agency.

**Note:** Insert one of the 3 options for the second paragraph. The first option should be used if the Tenderer has not objected the name proposed for Adjudicator. The second option if the Tenderer has objected the proposed Adjudicator and proposed a name for a substitute, who was accepted by the Procuring Entity. And the third option if the Tenderer has objected the proposed Adjudicator and proposed a name for a substitute, who was not accepted by the Procuring Entity.

We confirm that *[insert name proposed by Procuring Entity in the Tendering Data]*,

**or**

We accept that *[name proposed by Tenderer]* be appointed as the Adjudicator

**or**

We do not accept that *[name proposed by Tenderer]* be appointed as Adjudicator, and by sending a copy of this letter of acceptance to *[insert the name of the Appointing Authority]*, we are hereby requesting *[name]*, the Appointing Authority, to appoint the Adjudicator in accordance with Clause 37.1 of the Instructions to Tenderers

You are hereby instructed to proceed with the execution of the said contract for the provision of Services in accordance with the Contract documents.

Please return the attached Contract duly signed

Authorized Signature: \_\_\_\_\_

Name and Title of Signatory: \_\_\_\_\_

Name of Agency: \_\_\_\_\_

Attachment: Contract

**Disclaimer**

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



## Form of Contract

*[letterhead paper of the Procuring Entity]*

### LUMP-SUM REMUNERATION

This CONTRACT (hereinafter called the “Contract”) is made the *[day]* day of the month of *[month]*, *[year]*, between, on the one hand, *[name of Procuring Entity]* (hereinafter called the “Procuring Entity”) and, on the other hand, *[name of Service Provider]* (hereinafter called the “Service Provider”).

*[Note: In the text below text in brackets is optional; all notes should be deleted in final text. If the Service Provider consist of more than one entity, the above should be partially amended to read as follows: “...(hereinafter called the “Procuring Entity”) and, on the other hand, a joint venture consisting of the following entities, each of which will be jointly and severally liable to the Procuring Entity for all the Service Provider’s obligations under this Contract, namely, [name of Service Provider] and [name of Service Provider] (hereinafter called the “Service Provider”).]*

#### WHEREAS

- (a) the Procuring Entity has requested the Service Provider to provide certain Services as defined in the General Conditions of Contract attached to this Contract (hereinafter called the “Services”);
- (b) the Service Provider, having represented to the Procuring Entity that they have the required professional skills, and personnel and technical resources, have agreed to provide the Services on the terms and conditions set forth in this Contract at a contract price of.....;
- (c) the Procuring Entity has received funds towards the cost of the Services and intends to apply a portion of the proceeds of the funds to eligible payments under this Contract, it being understood (i) that payments by the Procuring Entity will be made only at the request of the Project Manager, (ii) that such payments will be subject, in all respects, to the terms and conditions of the Contract, and (iii) that no party other than the Procuring Entity shall derive any rights from the proceeds;

NOW THEREFORE the parties hereto hereby agree as follows:

1. The following documents shall be deemed to form and be read and construed as part of this Agreement, and the priority of the documents shall be as follows:

- (a) the Letter of Acceptance;
- (b) the Service Provider’s Tender
- (c) the Special Conditions of Contract;
- (d) the General Conditions of Contract;
- (e) the Specifications;

#### Disclaimer

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



- (f) the Priced Activity Schedule; and
- (g) The following Appendices: [**Note:** *If any of these Appendices are not used, the words “Not Used” should be inserted below next to the title of the Appendix and on the sheet attached hereto carrying the title of that Appendix.*]

Appendix A: Description of the Services  
 Appendix B: Schedule of Payments  
 Appendix C: Key Personnel and Subcontractors  
 Appendix D: Breakdown of Contract Price in Foreign Currency  
 Appendix E: Breakdown of Contract Price in Local Currency  
 Appendix F: Services and Facilities Provided by the Procuring Entity  
 Appendix G: Performance Incentive Compensation

2. The mutual rights and obligations of the Procuring Entity and the Service Provider shall be as set forth in the Contract, in particular:
- (a) the Service Provider shall carry out the Services in accordance with the provisions of the Contract; and
- (b) the Procuring Entity shall make payments to the Service Provider in accordance with the provisions of the Contract.

IN WITNESS WHEREOF, the Parties hereto have caused this Contract to be signed in their respective names as of the day and year first above written.

For and on behalf of [*name of Procuring Entity*]

\_\_\_\_\_  
 [*Authorized Representative*]

For and on behalf of [*name of Service Provider*]

\_\_\_\_\_  
 [*Authorized Representative*]

[**Note:** *If the Service Provider consists of more than one entity, all these entities should appear as signatories, e.g., in the following manner:*]

For and on behalf of each of the Members of the Service Provider

\_\_\_\_\_  
 [*name of member*]

\_\_\_\_\_  
 [*Authorized Representative*]

\_\_\_\_\_  
 [*name of member*]

\_\_\_\_\_  
 [*Authorized Representative*]

**Disclaimer**

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



## Tender Security (Bank Guarantee)

*[The Bank shall fill in this Bank Guarantee Form in accordance with the instructions indicated.]*

**Beneficiary:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**TENDER GUARANTEE No.:** \_\_\_\_\_

We have been informed that \_\_\_\_\_ (hereinafter called "the Tenderer") has submitted to you its Tender dated (hereinafter called "the Tender") for the execution of \_\_\_\_\_ under Invitation for Tenders No. \_\_\_\_\_ ("the IFB").

Furthermore, we understand that, according to your conditions, Tenders must be supported by a Tender guarantee.

At the request of the Tenderer, we \_\_\_\_\_ hereby irrevocably undertake to pay you any sum or sums not exceeding in total an amount of \_\_\_\_\_ (\_\_\_\_\_) upon receipt by us of your first demand in writing accompanied by a written statement stating that the Tenderer is in breach of its obligation(s) under the Tender conditions, because the Tenderer:

- (a) has withdrawn its Tender during the period of Tender validity specified by the Tenderer in the Form of Tender; or
- (b) having been notified of the acceptance of its Tender by the Procuring Entity during the period of Tender validity, (i) fails or refuses to execute the Contract Form; or (ii) fails or refuses to furnish the performance security, if required, in accordance with the Instructions to Tenderers.

This guarantee will expire: (a) if the Tenderer is the successful Tenderer, upon our receipt of copies of the contract signed by the Tenderer and the performance security issued to you upon the instruction of the Tenderer; or (b) if the Tenderer is not the successful Tenderer, upon the earlier of (i) our receipt of a copy of your notification to the Tenderer of the name of the successful Tenderer; or (ii) twenty-eight days after the expiration of the Tenderer's Tender.

Consequently, any demand for payment under this guarantee must be received by us at the office on or before that date.

This guarantee is subject to the Uniform Rules for Demand Guarantees, ICC Publication No. 458.

\_\_\_\_\_  
*[signature(s)]*

**Disclaimer**

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



## Tender Security (Tender Bond)

*[The Surety shall fill in this Tender Bond Form in accordance with the instructions indicated.]*

BOND NO. \_\_\_\_\_

BY THIS BOND \_\_\_\_\_ as Principal (hereinafter called “the Principal”), and \_\_\_\_\_, **authorized to transact business in** \_\_\_\_\_, as Surety (hereinafter called “the Surety”), are held and firmly bound unto \_\_\_\_\_ as Obligee (hereinafter called “the Procuring Entity”) in the sum of \_\_\_\_\_<sup>6</sup> \_\_\_\_\_, for the payment of which sum, well and truly to be made, we, the said Principal and Surety, bind ourselves, our successors and assigns, jointly and severally, firmly by these presents.

WHEREAS the Principal has submitted a written Tender to the Procuring Entity dated the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, for the construction of \_\_\_\_\_ (hereinafter called the “Tender”).

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that if the Principal:

- (a) withdraws its Tender during the period of Tender validity specified in the Form of Tender; or
- (b) having been notified of the acceptance of its Tender by the Procuring Entity during the period of Tender validity; (i) fails or refuses to execute the Contract Form; or (ii) fails or refuses to furnish the Performance Security, if required, in accordance with the Instructions to Tenderers.

then the Surety undertakes to immediately pay to the Procuring Entity up to the above amount upon receipt of the Procuring Entity’s first written demand, without the Procuring Entity having to substantiate its demand, provided that in its demand the Procuring Entity shall state that the demand arises from the occurrence of any of the above events, specifying which event(s) has occurred.

The Surety hereby agrees that its obligation will remain in full force and effect up to and including the date 28 days after the date of expiration of the Tender validity as stated in the Invitation to Tender or extended by the Procuring Entity at any time prior to this date, notice of which extension(s) to the Surety being hereby waived.

IN TESTIMONY WHEREOF, the Principal and the Surety have caused these presents to be executed in their respective names this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_.

Principal: \_\_\_\_\_ Surety: \_\_\_\_\_

Corporate Seal (where appropriate)

\_\_\_\_\_  
(Signature)  
(Printed name and title)

\_\_\_\_\_  
(Signature)  
(Printed name and title)

<sup>6</sup> The amount of the Bond shall be denominated in the currency of the Procuring Entity’s country or the equivalent amount in a freely convertible currency.

**Disclaimer**

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



## Tender-Securing Declaration (N/A)

*[The Tenderer shall fill in this Form in accordance with the instructions indicated.]*

Date: \_\_\_\_\_  
Tender No.: \_\_\_\_\_  
Alternative No.: \_\_\_\_\_

To: \_\_\_\_\_

We, the undersigned, declare that:

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

We accept that we will automatically be suspended from being eligible for Tendering in any contract with the Procuring Entity for the period of time of \_\_\_\_\_ starting on \_\_\_\_\_, 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 in the Form of Tender; or
- (b) having been notified of the acceptance of our Tender by the Procuring Entity during the period of Tender validity, (i) fail or refuse to execute the Contract; or (ii) fail or refuse to furnish the Performance Security, if required, in accordance with the ITT.

We understand this Tender Securing Declaration shall expire if we are not the successful Tenderer, upon the earlier of (i) our receipt of your notification to us of the name of the successful Tenderer; or (ii) twenty-eight days after the expiration of our Tender.

Signed: \_\_\_\_\_

In the capacity of: \_\_\_\_\_

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

Duly authorized to sign the Tender for and on behalf of: \_\_\_\_\_

Dated on \_\_\_\_\_ day of \_\_\_\_\_,  
Corporate Seal (where appropriate)

**Disclaimer**

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



## Section IV. Eligible Countries

### Eligibility for the Provision of Goods, Works and Services in Eswatini

1. In accordance with Section 39 of the Public Procurement Act No. 07 of 2011 and Clause 12 of the Public Procurement Regulations of 2020, the Government permits firms and individuals from all countries to offer goods, works and services for Government-financed projects. As an exception, firms of a Country or goods manufactured in a Country may be excluded if:

(i): as a matter of law or official regulation, the Government prohibits commercial relations with that Country, provided that Cooperating Partners involved are satisfied that such exclusion does not preclude effective competition for the supply of the Goods or Works required, or

(ii): 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 prohibits any import of goods from that Country or any payments to persons or entities in that Country.

2. For the information of Procuring Entities and Tenderers, at the present time firms, goods and services from the following countries are excluded from this Tendering:

(a) With reference to paragraph (i) above: **NONE**

(b) With reference to paragraph (ii) above: **NONE**

#### Disclaimer

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



**Disclaimer**

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



# Part II – Activity Schedule

## Section V. Activity Schedule

No.	Brief Description of Equipment for Service	Quantity	Unit Cost (E) VAT Exclusive	Unit Cost (E) VAT Inclusive
1.	9kg DCP Fire Extinguisher	968		
2.	4.5kg DCP Fire Extinguisher	115		
3.	1kg DCP Fire Extinguisher	183		
4.	5kg CO2 Fire Extinguisher	111		
5.	2kg CO2 Fire Extinguisher	30		
6.	7kg CO <sub>2</sub> Fire Extinguisher	37		
7.	30m Fire Hose reel	38		
8.	65mm Hydrant Valve	25		
9.	Fire Panel (Includes 2 x 7 AHR Battery replacement for each Panel)	43		
10.	12V 2.3AH Battery (Big Bend Depot & Malkerns) Depot	4		
11.	Hhelehhele Sub Station - Fire Suppression System	1		
12.	Head Office IT server room HFC 227a - Fire Suppression System	1		
13.	SCADA Battery Room HFC 227a - Fire Suppression System	1		
14.	Ncandweni Fire Suppression System	1		
15.	Sinceni, Mnkinkomo, Nhlanguano 2 – Fire Suppression Systems	3		
16.	Smoke Detectors - Test and Clean	83		
17.	NCC Server Room	1		
18.	DCC Server Room	1		

- The equipment must be inspected,
- Must be refilled when they are found to be empty,
- Must have service ID Stickers and painted [if necessary]
- A service report must be submitted within 2 weeks after completion of the project,
- The additional fire extinguishers cabinets must be mounted on a 75mm<sup>2</sup> steel pipe,
- Mount / Service 1 Kg extinguishers in EEC Vehicles.

**Disclaimer**

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



# Part III – Conditions of Contract and Contract Forms

DRAFT

**Disclaimer**

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



## Section VI. General Conditions of Contract

### Table of Clauses

<b>A. General Provisions .....</b>	<b>Error! Bookmark not defined.</b>
1.1 Definitions.....	<b>Error! Bookmark not defined.</b>
1.2 Applicable Law .....	<b>Error! Bookmark not defined.</b>
1.3 Language.....	<b>Error! Bookmark not defined.</b>
1.4 Notices .....	<b>Error! Bookmark not defined.</b>
1.5 Location .....	<b>Error! Bookmark not defined.</b>
1.6 Authorized Representatives .....	<b>Error! Bookmark not defined.</b>
1.7 Inspection and Audit by the Government .....	<b>Error! Bookmark not defined.</b>
1.8 Taxes and Duties.....	<b>Error! Bookmark not defined.</b>
<b>2. Commencement, Completion, Modification, and Termination of Contract .....</b>	<b>Error! Bookmark not defined.</b>
Bookmark not defined.	
2.1 Effectiveness of Contract.....	<b>Error! Bookmark not defined.</b>
2.3 Intended Completion Date .....	<b>Error! Bookmark not defined.</b>
2.4 Modification.....	<b>Error! Bookmark not defined.</b>
2.5 Force Majeure .....	<b>Error! Bookmark not defined.</b>
2.6 Termination.....	<b>Error! Bookmark not defined.</b>
<b>3. Obligations of the Service Provider.....</b>	<b>Error! Bookmark not defined.</b>
3.1 General.....	<b>Error! Bookmark not defined.</b>
3.2 Conflict of Interests.....	<b>Error! Bookmark not defined.</b>
3.3 Confidentiality .....	<b>Error! Bookmark not defined.</b>
3.4 Insurance to be Taken Out by the Service Provider .....	<b>Error! Bookmark not defined.</b>
3.5 Service Provider's Actions Requiring Procuring Entity's Prior Approval .....	<b>Error! Bookmark not defined.</b>
3.6 Reporting Obligations.....	<b>Error! Bookmark not defined.</b>
3.7 Documents Prepared by the Service Provider to Be the Property of the Procuring Entity .....	<b>Error! Bookmark not defined.</b>
3.8 Liquidated Damages .....	<b>Error! Bookmark not defined.</b>
3.9 Performance Security .....	<b>Error! Bookmark not defined.</b>
<b>4. Service Provider's Personnel .....</b>	<b>Error! Bookmark not defined.</b>
4.1 Description of Personnel.....	<b>Error! Bookmark not defined.</b>
4.2 Removal and/or Replacement of Personnel .....	<b>Error! Bookmark not defined.</b>
<b>5. Obligations of the Procuring Entity .....</b>	<b>Error! Bookmark not defined.</b>
5.1 Assistance and Exemptions.....	<b>Error! Bookmark not defined.</b>
5.2 Change in the Applicable Law .....	<b>Error! Bookmark not defined.</b>
5.3 Services and Facilities.....	<b>Error! Bookmark not defined.</b>
<b>6. Payments to the Service Provider.....</b>	<b>Error! Bookmark not defined.</b>

#### Disclaimer

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



6.1	Lump-Sum Remuneration.....	<b>Error! Bookmark not defined.</b>
6.2	Contract Price.....	<b>Error! Bookmark not defined.</b>
6.3	Payment for Additional Services, and Performance Incentive Compensation .....	<b>Error! Bookmark not defined.</b>
6.4	Terms and Conditions of Payment.....	<b>Error! Bookmark not defined.</b>
6.5	Interest on Delayed Payments.....	<b>Error! Bookmark not defined.</b>
6.6	Price Adjustment.....	<b>Error! Bookmark not defined.</b>
6.7	Dayworks .....	<b>Error! Bookmark not defined.</b>
<b>7.</b>	<b>Quality Control .....</b>	<b>Error! Bookmark not defined.</b>
7.1	Identifying Defects.....	<b>Error! Bookmark not defined.</b>
7.2	Correction of Defects, and .....	<b>Error! Bookmark not defined.</b>
<b>8.</b>	<b>Settlement of Disputes .....</b>	<b>Error! Bookmark not defined.</b>
8.1	Amicable Settlement.....	<b>Error! Bookmark not defined.</b>
8.2	Dispute Settlement .....	<b>Error! Bookmark not defined.</b>
	<b>Notes on Forms of Securities.....</b>	<b>Error! Bookmark not defined.</b>

DRAFT

**Disclaimer**

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



## Section VII. Special Conditions of Contract

Number of GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
1.1	The words “in the Government’s country” are amended to read “in [name of country].”
1.1(a)	The Adjudicator is _____
1.1(e)	The contract name is _____.
1.1(h)	The Procuring Entity is _____
1.1(m)	The Member in Charge is _____
1.1(p)	The Service Provider is _____
1.4	<p>The addresses are:</p> <p>Procuring Entity: _____</p> <p>Attention: _____</p> <p>Telex: _____</p> <p>Facsimile: _____</p> <p>Service Provider: _____</p> <p>Attention: _____</p> <p>Telex: _____</p> <p>Facsimile: _____</p>
1.6	<p>The Authorized Representatives are:</p> <p>For the Procuring Entity: _____</p> <p>For the Service Provider: _____</p>
2.1	The date on which this Contract shall come into effect is _____.
2.2.2	The Starting Date for the commencement of Services is _____.
2.3	The Intended Completion Date is _____.
3.2.3	Activities prohibited after termination of this Contract are: _____

**Disclaimer**

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



Number of GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
	_____
3.4	<p>The risks and coverage by insurance shall be:</p> <p>(i) Third Party motor vehicle _____</p> <p>(ii) Third Party liability _____</p> <p>(iii) Procuring Entity's liability and workers' compensation _</p> <p>(iv) Professional liability _____</p> <p>(v) Loss or damage to equipment and property _____</p>
3.5(d)	The other actions are _____.]
3.7	<p>Restrictions on the use of documents prepared by the Service Provider are:</p> <p>_____</p>
3.8.1	<p>The liquidated damages rate is _____ per day</p> <p>The maximum amount of liquidated damages for the whole contract is _____ percent of the final Contract Price.</p>
3.8.3	The percentage _____ to be used for the calculation of Lack of performance Penalty(ies) is _____.
5.1	<p>The assistance and exemptions provided to the Service Provider are:</p> <p>_____</p>
6.2(a)	The amount in local currency is _____.
6.2(b)	The amount in foreign currency or currencies is _____.
6.3.2	<p>The performance incentive paid to the Service Provider shall be: _____</p> <p>_____</p>
6.4	<p>Payments shall be made according to the following schedule:</p> <ul style="list-style-type: none"> <li>• Advance for Mobilization, Materials and Supplies: _____ percent of the Contract Price shall be paid on the commencement date against the submission of a bank guarantee for the same.</li> <li>• Progress payments in accordance with the milestones established as follows, subject to certification by the Procuring Entity, that the Services have been rendered satisfactorily, pursuant to the performance indicators:</li> </ul>

**Disclaimer**

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



Number of GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
	<p>➤ _____ (indicate milestone and/or percentage) _____</p> <p>➤ _____ (indicate milestone and/or percentage) _____ and</p> <p>➤ _____ (indicate milestone and/or percentage) _____</p> <p>Should the certification not be provided, or refused in writing by the Procuring Entity within one month of the date of the milestone, or of the date of receipt of the corresponding invoice, the certification will be deemed to have been provided, and the progress payment will be released at such date.</p> <ul style="list-style-type: none"> <li>• The amortization of the Advance mentioned above shall commence when the progress payments have reached 25% of the contract price and be completed when the progress payments have reached 75%.</li> <li>• The bank guarantee for the advance payment shall be released when the advance payment has been fully amortized.</li> </ul>
6.5	<p>Payment shall be made within _____ days of receipt of the invoice and the relevant documents specified in Sub-Clause 6.4, and within _____ days in the case of the final payment.</p> <p>The interest rate is _____.</p>
6.6.1	<p>Price adjustment is _____ in accordance with Sub-Clause 6.6.</p> <p>The coefficients for adjustment of prices are _____:</p> <p>(a) For local currency:</p> <p style="margin-left: 40px;">A<sub>L</sub> is _____</p> <p style="margin-left: 40px;">B<sub>L</sub> is _____</p> <p style="margin-left: 40px;">C<sub>L</sub> is _____</p> <p style="margin-left: 40px;">L<sub>mc</sub> and L<sub>oc</sub> are the index for Labor from _____</p> <p style="margin-left: 40px;">I<sub>mc</sub> and I<sub>oc</sub> are the index for _____ from _____</p> <p>(b) For foreign currency</p> <p style="margin-left: 40px;">A<sub>F</sub> is _____</p> <p style="margin-left: 40px;">B<sub>F</sub> is _____</p> <p style="margin-left: 40px;">C<sub>F</sub> is _____</p>

**Disclaimer**

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



Number of GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
	<p><math>L_{mc}</math> and <math>L_{oc}</math> are the index for Labor from _____</p> <p><math>I_{mc}</math> and <math>I_{oc}</math> are the index for _____ from _____</p>
7.1	<p>The principle and modalities of inspection of the Services by the Procuring Entity are as follows: _____</p> <p>The Defects Liability Period is _____.</p>
8.2.3	<p>The Adjudicator is _____. Who will be paid a rate of _____ per hour of work. The following reimbursable expenses are recognized: _____</p>
8.2.4	<p>The arbitration procedures of _____ will be used</p>
8.2.5	<p>The designated Appointing Authority for a new Adjudicator is _____</p>

DRAFT

**Disclaimer**

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



## Section VIII. Performance Specifications and Drawings (N/A)

(Describe Outputs and Performances, rather than Inputs, wherever possible)

DRAFT

**Disclaimer**

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



**Disclaimer**

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



# Section IX. Contract Forms

## Table of Forms

Performance Bank Guarantee (Unconditional) .....	62
Performance Bond .....	63
Bank Guarantee for Advance Payment .....	65
Certificate of Completion.....	66

DRAFT

**Disclaimer**

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



# Performance Bank Guarantee (Unconditional)

To: \_\_\_\_\_

Whereas \_\_\_\_\_ (hereinafter called “the Service Provider”) has undertaken, in pursuance of Contract No. \_\_\_\_\_ dated \_\_\_\_\_ to execute \_\_\_\_\_ (hereinafter called “the Contract”);

And whereas it has been stipulated by you in the said Contract that the Service Provider shall furnish you with a Bank Guarantee by a recognized bank for the sum specified therein as security for compliance with his obligations in accordance with the Contract;

And whereas we have agreed to give the Service Provider such a Bank Guarantee;

Now therefore we hereby affirm that we are the Guarantor and responsible to you, on behalf of the Service Provider, up to a total of \_\_\_\_\_, \_\_\_\_\_, such sum being payable in the types and proportions of currencies in which the Contract Price is payable, and we undertake to pay you, upon your first written demand and without cavil or argument, any sum or sums within the limits of \_\_\_\_\_/ as aforesaid without your needing to prove or to show grounds or reasons for your demand for the sum specified therein.

We hereby waive the necessity of your demanding the said debt from the Service Provider before presenting us with the demand.

We further agree that no change or addition to or other modification of the terms of the Contract or of the Services to be performed there under or of any of the Contract documents which may be made between you and the Service Provider shall in any way release us from any liability under this Guarantee, and we hereby waive notice of any such change, addition, or modification.

This Guarantee shall be valid until a date 28 days from the date of issue of the Certificate of Completion.

Signature and seal of the Guarantor \_\_\_\_\_

Name of Bank \_\_\_\_\_

Address \_\_\_\_\_

Date \_\_\_\_\_

**Disclaimer**

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



# Performance Bond

By this Bond, \_\_\_\_\_ as Principal (hereinafter called “the Service Provider”) and \_\_\_\_\_ as Surety (hereinafter called “the Surety”), are held and firmly bound unto \_\_\_\_\_ as Obligee (hereinafter called “the Procuring Entity”) in the amount of \_\_\_\_\_ / for the payment of which sum well and truly to be made in the types and proportions of currencies in which the Contract Price is payable, the Service Provider and the Surety bind themselves, their heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

Whereas the Service Provider has entered into a Contract with the Procuring Entity dated the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ for \_\_\_\_\_ in accordance with the documents, plans, specifications, and amendments thereto, which to the extent herein provided for, are by reference made part hereof and are hereinafter referred to as the Contract.

Now, therefore, the Condition of this Obligation is such that, if the Service Provider shall promptly and faithfully perform the said Contract (including any amendments thereto), then this obligation shall be null and void; otherwise it shall remain in full force and effect. Whenever the Service Provider shall be, and declared by the Procuring Entity to be, in default under the Contract, the Procuring Entity having performed the Procuring Entity’s obligations there under, the Surety may promptly remedy the default, or shall promptly:

- (1) complete the Contract in accordance with its terms and conditions; or
- (2) obtain a Tender or Tenders from qualified Tenderers for submission to the Procuring Entity for completing the Contract in accordance with its terms and conditions, and upon determination by the Procuring Entity and the Surety of the lowest responsive Tenderer, arrange for a Contract between such Tenderer and Procuring Entity and make available as work progresses (even though there should be a default or a succession of defaults under the Contract or Contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the balance of the Contract Price; but not exceeding, including other costs and damages for which the Surety may be liable hereunder, the amount set forth in the first paragraph hereof. The term “Balance of the Contract Price,” as used in this paragraph, shall mean the total amount payable by the Procuring Entity to the Service Provider under the Contract, less the amount properly paid by the Procuring Entity to the Service Provider; or
- (3) pay the Procuring Entity the amount required by the Procuring Entity to complete the Contract in accordance with its terms and conditions up to a total not exceeding the amount of this Bond.

The Surety shall not be liable for a greater sum than the specified penalty of this Bond.

Any suit under this Bond must be instituted before the expiration of one year from the date of issuance of the Certificate of Completion.

**Disclaimer**

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



No right of action shall accrue on this Bond to or for the use of any person or corporation other than the Procuring Entity named herein or the heirs, executors, administrators, successors, and assigns of the Procuring Entity.

In testimony whereof, the Service Provider has hereunto set its hand and affixed its seal, and the Surety has caused these presents to be sealed with its corporate seal duly attested by the signature of its legal representative, this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

Signed by \_\_\_\_\_  
on behalf of \_\_\_\_\_  
In the capacity of \_\_\_\_\_  
In the presence of \_\_\_\_\_  
Date \_\_\_\_\_

Signed by \_\_\_\_\_  
on behalf of \_\_\_\_\_  
In the capacity of \_\_\_\_\_  
In the presence of \_\_\_\_\_  
Date \_\_\_\_\_

DRAFT

**Disclaimer**

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



# Bank Guarantee for Advance Payment

To: \_\_\_\_\_

Gentlemen:

In accordance with the provisions of the Conditions of Contract, Sub-Clause 6.4 (“Terms and Conditions of Payment”) of the above-mentioned Contract, \_\_\_\_\_ (hereinafter called “the Service Provider”) shall deposit with \_\_\_\_\_ a Bank Guarantee to guarantee his proper and faithful performance under the said Clause of the Contract in an amount of \_\_\_\_\_

We, the \_\_\_\_\_, as instructed by the Service Provider, agree unconditionally and irrevocably to guarantee as primary obligator and not as Surety merely, the payment to \_\_\_\_\_ on his first demand without whatsoever right of objection on our part and without his first claim to the Service Provider, in the amount not exceeding \_\_\_\_\_

We further agree that no change or addition to or other modification of the terms of the Contract or of Services to be performed there under or of any of the Contract documents which may be made between \_\_\_\_\_ and the Service Provider, shall in any way release us from any liability under this Guarantee, and we hereby waive notice of any such change, addition, or modification.

This Guarantee shall remain valid and in full effect from the date of the advance payment under the Contract until \_\_\_\_\_ receives full repayment of the same amount from the Service Provider.

Yours truly,

Signature and seal: \_\_\_\_\_

Name of Bank/Financial Institution: \_\_\_\_\_

Address: \_\_\_\_\_

Date: \_\_\_\_\_

**Disclaimer**

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



**Disclaimer**

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



**[Insert Procuring Entity Letterhead]**

**CERTIFICATE OF COMPLETION**

I, ....., of **[insert name of Procuring Entity]**, confirm that the Services were rendered, final report submitted and found to be acceptable, and in accordance with the contract and Terms of Reference.

Name of Service Provider/Consultant: **[insert name of service provider]**,

Nature of services rendered: **[Description of the Services Provided]**

Period when services were rendered: **[Insert duration for which the Services were rendered]**

General Remarks: **[Quality of Report(s), Services, timeliness, responsiveness, flexibility, etc]**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

DRAFT

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

Signed: \_\_\_\_\_

Date:

**For: [insert name of Procuring Entity]**

**Disclaimer**

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

