**3rd Floor - North- west Wing**
**Sibekelo Building, Office Park**
**Mhlambanyatsi Road**

**Phone number:**

**(268) 2404 3846 / 24042241**

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**+(268) 7606 3936**

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**info@enidc.org.sz**

**The Kingdom of Eswatini**

# Eswatini National Industrial Development Corporation

# Invitation to Tender (ITT) Document

# Procurement for the Supply and Installation of a Storage Server and Firewall at ENIDC Headquarters

| | |
|---|---|
| **Procurement Method:** | Open Tender |
| **Subject of Procurement:** | Supply and Installation of Storage Server and Firewall at ENIDC Headquarters |
| **Procurement Reference Number:** | ENIDC/ITT/01/2026 |
| **Date of Issue:** | 25 June 2026 |
| **Participation:** | International |

# PREFACE

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

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

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

The Chief Executive Officer
Eswatini Public Procurement Regulatory Agency
RHUS Office Park, P.O. Box 9665
Karl Grant Street, Mbabane
**ESWATINI**
https://esppra.co.sz
info@esppra.co.sz

# Standard Tender Document

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# Invitation to Tenderers

## TENDER NOTICE UNDER OPEN TENDERING

1. The Eswatini National Industrial Development Corporation (ENIDC) has allocated funds for the procurement of the supply and installation of a storage server and firewall.

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

3. Tendering will be conducted in accordance with the open international tendering method as outlined in the Public Procurement Regulations, 2020.

4. Interested eligible Tenderers may obtain further information about the Tender documents at the address given below at 7(a) from **8am-5pm**. Tender documents in English may be purchased by interested Tenderers(s) from the address below at 7(a) upon payment of a non-refundable fee of **E1000.00.** The method of payment will be through the following banking details.

   **Bank Name: Nedbank Eswatini**

   **Account Number: 20000002683**

   **Branch Name: Mbabane**

   **Branch Code: 360164**

   **Swift Code: NESWSZMX**

   with effect from **25 June 2026**

5. Tenders must be delivered to the address below at 7(c) at or before **12noon on 5 August 2026**. Late Tenders shall be rejected. Tenders will be opened in the presence of the Tenderers' representatives who choose to attend at the address below at 7(d) at 12noon, 5 August 2026

6. There shall not be a pre – Tender meeting/ site visit

7. Address and contact details.

| | | |
|---|---|---|
| (a) | Information about the tender shall be accessed from: | www.enidc.org.sz |
| (b) | Documents will be issued from: | 25 June 2026 |
| (c) | Tenders must be delivered to: | 3rd Floor - North- west Wing<br>Sibekelo Building, Office Park<br>Mhlambanyatsi Road |

| | | |
|---|---|---|
| | | **Phone number:**<br>(268) 2404 3846 / 24042241 |
| (d) | Address of Tender opening: | 12noon, 5 August 2026 |

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

| | Activity | Date |
|---|---|---|
| (a) | Publish Tender notice | 25 June 2026 |
| (b) | Pre-Tender meeting where applicable | N/A |
| (c) | Tender closing date | 5 August 2026 |
| (d) | Evaluation process | From 6 August to 12 August 2026 |
| (e) | Notification and Publication of Notice of Intention to award | 19 August 2026 |
| (f) | Contract award | 2 September 2026 |

Signature: S.S

Name: Sanele Shongwe

Position of Authorised Official: Procurement Officer

# PART 1 – Tendering Procedures

## Section 1: Instructions to Tenderers Table of Clauses


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# Section 1: Instructions to Tenderers

## A. General

### 1. Scope of Tender

1.1 The Procuring Entity indicated in the Tender Data Sheet (TDS), invites Tenders for the provision of Goods and related Services incidental thereto as specified in Section 6, Statement of Requirements. The Instructions to Tenderers should be read in conjunction with the TDS. The subject and procurement reference number, and number of lots of this Tendering Document are provided in the TDS.

1.2 Throughout these Tendering Documents:

(a) the term "in writing" means communicated in written form with proof of receipt;

(b) if the context so requires, singular means plural and vice versa; and (c) "day" means calendar day unless specified as working day.

1.3 Procurement will be undertaken in compliance with the Public Procurement Act and Regulations.

### 2. Source of Funds

2.1 The Procuring Entity indicated in the TDS has an approved budget from Government funds towards the cost of the procurement named in the TDS. The Procuring Entity intends to use these funds to place a contract for which these Tendering Documents are issued.

2.2 Payments will be made directly by the Procuring Entity and will be subject in all respects to the terms and conditions of the resulting contract placed by the Procuring Entity.

### 3. Corrupt Practices

3.1 It is the policy of the Government of The Kingdom of Eswatini through ESPPRA, to require that Procuring Entities, as well as Tenderers and Providers observe the highest standards of ethics during procurement and the execution of contracts. In pursuit of this policy, the Government of The Kingdom of Eswatini;

(a) defines, for the purposes of this provision, the terms set forth below as follows:

(i) "corrupt practice" means the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value, to influence the action of a public official in the procurement process or in contract execution; and

(ii) "fraudulent practice" is any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation;

(iii) "collusive practice" is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party;

(iv) "coercive practice" is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;

(b) will reject a recommendation for award if it determines that the Tenderer recommended for award has engaged in corrupt, fraudulent, collusive or coercive practices in competing for the Contract;

(c) will suspend a Provider from engaging in any public procurement proceeding for a stated period of time, if it at any time determines that the Provider has engaged in corrupt, fraudulent, collusive or coercive practices in competing for, or in executing, a Government contract.

3.2 Furthermore, Tenderers shall be aware of the provision stated in Sub-Clause 3.2 and Sub-Clause 36.1 (g) of the General Conditions of Contract.

3.3 In pursuit of the policy defined in Sub-Clause 3.1, the Procuring entity may terminate a contract or be ordered by ESPPRA to cancel a contract if it at any time determines that corrupt, fraudulent, collusive or coercive practices were engaged in by representatives of the Procuring entity or of a Tenderer or Provider during the procurement or the execution of that contract.

3.4 In pursuit of the policy defined in Sub-clause 3.1, the Government of The Kingdom of Eswatini requires representatives of both the Procuring Entities and of Tenderers and Providers to adhere to the relevant codes of ethical conduct. The Code of Ethical Conduct for Tenderers and Providers as provided in the Tendering forms shall be signed by the Tenderer and submitted together with the other Tendering forms.

3.5 In pursuit of the policy defined in Sub-clause 3.1, the Government of The Kingdom of Eswatini may suspend a provider from engaging in any public procurement or disposal process for a period determined by the Agency, where the provider is suspended from the procurement processes of an international agency of which Eswatini is a member.

3.6 Any communications between a Tenderer and the Procuring Entity related to matters of alleged fraud or corruption must be made in writing and addressed to the Controlling Officer of the Procuring Entity

..

## 4. Eligible Tenderers

4.1 A Tenderer, and all parties constituting the Tenderer, shall meet the following criteria to be eligible to participate in public procurement: (a) the Tenderer has the legal capacity to enter into a contract; (b) the Tenderer is not:

(i) insolvent;

(ii) in receivership;

(iii) bankrupt; or

(iv) being wound up

(c) the Tenderer's business activities have not been suspended;

(d) the Tenderer is not the subject of legal proceedings for any of the circumstances in (b); and

(e) the Tenderer has fulfilled his or her obligations to pay taxes and social security contributions.

4.2 A Tenderer may be a natural person, private entity, government-owned entity, subject to ITT Sub-Clause 4.6, any combination of them with a formal intent to enter into an agreement or under an existing agreement in the form of a joint venture, consortium, or association. In the case of a joint venture, consortium, or association, all parties shall be jointly and severally liable. For Tenders submitted by an existing or intended JV, a Power of Attorney from each member of the JV nominating a Representative in the JV and a Power of Attorney from the JV nominating a representative who shall have the authority to conduct all business for and on behalf of any and all the parties of the JV during the Tendering process and, in the event the JV is awarded the Contract, during contract execution.

4.3 A Tenderer, and all parties constituting the Tenderer including sub-contractors, shall have the nationality of an eligible country, in accordance with Section 5, Eligible Countries. A Tenderer shall be deemed to have the nationality of a country if the Tenderer is a citizen or is constituted, incorporated, or registered and operates in conformity with the provisions of the laws of that country. This criterion shall also apply to the determination of the nationality of proposed subcontractors for any part of the Contract including related services.

4.4 A Tenderer shall not have a conflict of interest. All Tenderers found to be in conflict of interest shall be disqualified. A Tenderer may be considered to have a conflict of interest with one or more parties in this Tendering process, if they:

(a) have controlling shareholders in common; or

(b) receive or have received any direct or indirect benefit from any of parties in the tendering process; or

(c) have a relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the Tender of another Tenderer, or influence the decisions of the Procuring entity regarding this Tendering process; or

(d) submit more than one Tender in this Tendering process, except for alternative offers permitted under ITT Clause 13. However, this does not limit the participation of subcontractors in more than one Tender, or as Tenderers and subcontractors simultaneously: or

(e) participated as a consultant in the preparation of the design or technical specifications of the Goods and related services that are the subject of the Tender.

4.5 A firm that is under a declaration of suspension by the Agency in accordance with ITT Clause 3.5, at the date of the deadline for Tender submission or thereafter before contract signature, shall be disqualified.

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4.6 Government-owned enterprises shall be eligible only if they can establish that they are legally and financially autonomous and operate under commercial law.

4.7 Tenderers shall provide such evidence of their continued eligibility satisfactory to the Procuring Entity, as the Procuring Entity shall reasonably request.

### 5. Eligible Goods and Related Services

5.1 All Goods and related Services to be supplied under the Contract shall have as their country of origin an eligible country in accordance with Section 5, Eligible Countries.

5.2 For purposes of this Clause, the term "Goods" means goods, raw materials, products, livestock, assets, land, equipment or objects of any kind and description in solid, liquid or gaseous form, or in the form of electricity, or intellectual and proprietary rights as well as works or services incidental to the provision of such Goods where the value of such works or services does not exceed the value of the Goods.

5.3 The term "country of origin" means the country where the Goods have been mined, grown, cultivated, produced, manufactured, or processed, or through manufacture, processing, or assembly, another commercially recognised article results that differs substantially in its basic characteristics from its imported components.

5.4 The nationality of the Provider that produces, assembles, distributes, or sells the Goods shall not determine their origin.

5.5 If so, required in the TDS, the Tenderer shall demonstrate that it has been duly authorised by the Manufacturer of the Goods to supply, in the Kingdom of Eswatini, the Goods indicated in its Tender.

## B. Tendering Document

### 6. Contents of Tendering Document

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

**PART 1 Tendering Procedures**

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

**PART 2 Statement of Requirements**

- Section 6. Statement of Requirements **PART 3 Contract**
- Section 7. General Conditions of Contract (GCC) for the Procurement of Goods
- Section 8. Special Conditions of Contract (SCC)
- Section 9. Contract Forms

### 7. Clarification of Tendering Document

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

### 8. Amendment of Tendering Document

8.1 At any time prior to the deadline for submission of Tenders, the Procuring entity may amend the Tendering Document by issuing addenda.

8.2 Any addendum issued shall be part of the Tendering Document and shall be communicated in writing to all who have obtained the Tendering Document directly from the Procuring entity.

8.3 To give prospective Tenderers reasonable time in which to take an addendum into account in preparing their Tenders, the Procuring entity may, at its discretion, extend the deadline for the submission of Tenders, pursuant to ITT Sub-Clause 24.2.

## C. Preparation of Tenders

### 9. Cost of Tendering

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

### 10. Language of Tender and Communications

10.1 The medium of communication shall be in writing.

10.2 The Tender, as well as all correspondence and documents relating to the Tender exchanged by the Tenderer and the Procuring Entity, shall be written in the language specified in the TDS.

10.3 Supporting documents and printed literature that are part of the Tender may be in another language provided they are accompanied by an accurate translation of the relevant passages in the language specified in the TDS, in which case, for purposes of interpretation of the Tender, such translation shall govern.

### 11. Documents Comprising the Tender

The Tender shall comprise the following:

(a) the Tender Submission Sheet and the applicable Price Schedules, in accordance with ITT Clauses 12, 14, and 15;

(b) a Tender Security or a Tender Securing Declaration, in accordance with ITT Clause 21;

(c) written confirmation authorising the signatory of the Tender to commit the Tenderer, in accordance with ITT Clause 22;

(d) documentary evidence in accordance with ITT Clause 16 establishing the Tenderer's eligibility to Tender;

(e) documentary evidence in accordance with ITT Clause 17 establishing that the Goods and Related Services to be supplied by the Tenderer are of eligible origin;

(f) documentary evidence in accordance with ITT Clauses 18 and 30, that the Goods and Related Services conform to the Tendering Documents;

(g) documentary evidence in accordance with ITT Clause 19 establishing the Tenderer's qualifications to perform the contract if its Tender is accepted;

(h) The Code of Ethical Conduct for Tenderers and Providers in accordance with ITT Clause 3.4; and

(i) any other document(s) required in the TDS.

**12. Tender Submission Sheet and Price Schedules**

12.1 The Tenderer shall submit the Tender Submission Sheet using the form provided in Section 4, Tendering Forms. This form must be completed without any alterations to its format, and no substitutes shall be accepted. All blank spaces shall be filled in with the information requested, which includes:

(a) the reference of the Tendering Document and the number of each addendum received;

(b) a brief description of the Goods and Related Services offered;

(c) the total Tender price;

(d) any discounts offered and the methodology for their application;

(e) the period of validity of the Tender;

(f) a commitment to submit any Performance Security required and the amount;

(g) a declaration of nationality of the Tenderer;

(h) a commitment to adhere to the Code of Ethical Conduct for Tenderers and Providers;

(i) a declaration that the Tenderer, including all parties comprising the Tenderer, is not participating, as a Tenderer, in more than one Tender in this Tendering process; except for alternative Tenders in accordance with ITT Clause 13;

(j) confirmation that the Tenderer has not been suspended by the Agency;

(k) a declaration on gratuities and commissions; and

(l) Power of attorney or Board resolution on authorised signatory

12.2 The Tenderer shall submit the Price Schedule for Goods and Related Services, using the format provided in Section 4, Tendering Forms. The Price Schedule shall include, as appropriate:

(a) the item number;

(b) a brief description of the Goods or Related Services to be supplied;

(c) their country of origin and percentage of local produced content (where applicable);

(d) the quantity;

(e) the unit prices, with a separate unit price ex-factory and for delivery and incidental costs according to the delivery terms (Incoterms);

(f) customs duties and all taxes paid or payable in Eswatini;

(g) the total price per item;

(h) subtotals and totals per Price Schedule; and

(i) Power of attorney or Board resolution on authorised signatory

**13. Alternative Tenders**

13.1 Alternative Tenders shall not be permitted.

**14. Tender Prices and Discounts**

14.1 The prices and discounts quoted by the Tenderer in the Tender Submission Sheet and in the Price Schedules shall conform to the requirements specified below.

14.2 All items in the Schedule of Supply must be listed and priced separately in the Price Schedules. If a Price Schedule shows items listed but not priced, their prices shall be assumed to be included in the prices of other items. Items not listed in the Price Schedule shall be assumed to be not included in the Tender, and provided that the Tender is substantially responsive, the corresponding adjustment shall be applied in accordance with ITT Sub-Clause 31.3.

14.3 The price to be quoted in the Tender Submission Sheet, in accordance with ITT SubClause 12.1(c), shall be the total price of the Tender, excluding any discounts offered in the event that taxes are not exempt, the price must include any applicable taxes.

14.4 The Tenderer shall quote any unconditional and conditional discounts and the methodology for their application in the Tender Submission Sheet, in accordance with ITT Sub-Clause 12.1(d) and ITT Sub-Clause 14.8 respectively.

14.5 The terms EXW, CIP, and other similar terms shall be governed by the rules prescribed in the edition of Incoterms, published by The International Chamber of Commerce, as specified in the TDS.

14.6 Prices quoted on the Price Schedule for Goods and Related Services, shall be disaggregated, when appropriate as indicated in this sub-clause. This disaggregation

shall be solely for the purpose of facilitating the comparison of Tenders by the Procuring entity. This shall not in any way limit the Procuring Entity's right to contract on any of the terms offered: (a) for Goods;

(i) the price of the Goods, quoted CIP or other Incoterm as specified in the TDS;
(ii) all custom duties, sales tax, and other taxes applicable in Eswatini, paid or payable, on the Goods or on the components and raw materials used in

their manufacture or assembly, if the Contract is awarded to the Tenderer; and
(iii)the total price for the item. (b) for Related Services;

(i) the price of the Related Services;
(ii) all custom duties, sales tax, and other taxes applicable in Eswatini, paid or payable, on the Related Services, if the Contract is awarded to the Tenderer; and
(iii)the total price for the item.

14.7 Prices quoted by the Tenderer shall be fixed during the Tenderer's performance of the Contract and not subject to variation on any account, unless otherwise specified in the TDS. A Tender submitted with an adjustable price quotation shall be treated as nonresponsive and shall be rejected, pursuant to ITT Clause 30. However, if in accordance with the TDS, prices quoted by the Tenderer shall be subject to adjustment during the performance of the Contract, a Tender submitted with a fixed price quotation shall not be rejected, but the price adjustment shall be treated as zero.

14.8 If so, indicated in ITT Sub-Clause 1.1, Tenders are being invited for individual contracts (lots) or for any combination of contracts (packages). Tenderers wishing to offer any price reduction for the award of more than one Contract shall specify in their Tender the price reductions applicable to each package, or alternatively, to individual Contracts within the package. Price reductions or discounts shall be submitted in accordance with ITT Sub-Clause 14.4, provided the Tenders for all lots are submitted and opened at the same time.

**15. Currencies of Tender**

15.1 Tender prices shall be quoted in the following currencies:

(a) for Goods and Related Services originating in Eswatini, the Tender prices shall be quoted in the currency of Eswatini (Lilangeni), unless otherwise specified in the TDS; and

(b) for Goods and Related Services originating outside Eswatini, or for imported parts or components of Goods and Related Services originating outside Eswatini, the Tender prices shall be quoted in the currency of the expense or in the currency of the Tenderer's country unless otherwise specified in the TDS.

15.2 Alternatively, the Procuring entity may request that prices quoted be expressed in the currency specified in the TDS. If the Tenderer wishes to be paid in a currency or a

combination of currencies different from the one in which it was requested to express its quotation, it shall as part of its offer:

(a) indicate its requirement to be paid in other currencies, including the amount in each currency or the percentage of the quoted price corresponding to each currency;

(b) justify, to the Procuring entity's satisfaction, the requirement to be paid in the currencies requested; and

(c) utilize the rate of exchange specified by the Procuring entity to express its offer in the currency required by the Procuring entity. The source, date, and type of exchange rate to be used is indicated in the TDS, in accordance with ITT Clause 34, and shall not precede the Tender submission deadline by less than twentyone (21) days. Should this date be a non-working day, the selling exchange rate

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

**16. Documents Establishing the Eligibility of the Tenderer**

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

**17. Documents Establishing the Eligibility of Goods**

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

**18. Documents Establishing the Conformity of the Goods**

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

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

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

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

substitutions ensure substantial equivalence or are superior to those specified in the Statement of Requirement.

**19. Documents Establishing the Qualifications of the Tenderer**

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

**20. Period of Validity of Tenders**

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

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

20.3 In exceptional circumstances, prior to the expiration of the Tender validity period, the Procuring entity may request Tenderers to extend the period of validity of their Tenders.

The request and the responses shall be made in writing. If a Tender Security or a Tender Securing Declaration is requested in accordance with ITT Clause 21, it shall also be extended for a corresponding period. A Tenderer may refuse the request without forfeiting its Tender Security or being liable for suspension in case of a Tender Securing Declaration. A Tenderer granting the request shall not be required or permitted to modify its Tender.

**21. Tender Security or Tender Securing Declaration**

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

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

a) at the Tenderer's option, be in the form of either a letter of credit, or a bank guarantee, or Bank draft or Cashier's Check from a banking institution;

b) be issued by a reputable financial institution selected by the Tenderer from an eligible country. If the institution issuing the security is located outside Eswatini, it shall have a correspondent financial institution located in Eswatini to make it enforceable;

c) be substantially in accordance with the form of Tender Security included in Section 4, Tendering Forms;

d) be payable promptly upon written demand by the Procuring entity in case the conditions listed in ITT Clause 21.6 are invoked;

e) be submitted in its original form - copies will not be accepted.

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

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

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

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

If the successful Tenderer fails to:

(i) sign the Contract in accordance with ITT Clause 42;

(ii) furnish any Performance Security in accordance with ITT Clause 44; or

(iii)accept the correction of its Tender price pursuant to ITT Sub-Clause 31.5.

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

**22. Format and Signing of Tender**

22.1 The Tenderer shall prepare one original of the documents comprising the Tender as described in ITT Clause 11 and clearly mark it "ORIGINAL." In addition, the Tenderer shall submit copies of the Tender, in the number specified in the TDS and clearly mark each of them "COPY." In the event of any discrepancy between the original and the copies, the original shall prevail.

22.2 The original and all copies of the Tender shall be typed or written in indelible ink and shall be signed by a person duly authorised to sign on behalf of the Tenderer. This authorisation shall consist of a Power of Attorney which if signed in Eswatini shall be registered and if signed outside Eswatini, shall be notarized and shall be attached to the Tender. The name and position held by each person signing the authorisation must be typed or printed below the signature. All pages of the Tender, except for unamended printed literature, shall be signed or initialled by the person signing the Tender.

22.3 Any interlineations, erasures, or overwriting shall be valid only if they are signed or initialled by the person signing the Tender.

**D. Submission and Opening of Tenders**

**23. Sealing and Marking of Tenders**

23.1 The Tenderer shall enclose the original and each copy of the Tender, in separate sealed envelopes, duly marking the envelopes as "ORIGINAL" and "COPY." These envelopes containing the original and the copies shall then be enclosed in one single plain envelope securely sealed in such a manner that opening and resealing cannot be achieved undetected.

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23.2 The inner and outer envelopes shall:

(a) bear the name and address of the Tenderer;

(b) be addressed to the Procuring entity in accordance with ITT Sub-Clause 24.1;

(c) bear the Procurement Reference number of this Tendering process; and

(d) bear a warning not to open before the time and date for Tender opening, in accordance with ITT Sub-Clause 27.1.

23.3 If all envelopes are not sealed and marked as required, the Procuring entity will assume no responsibility for the misplacement or premature opening of the Tender.

**24. Deadline for Submission of Tenders**

24.1 Tenders must be received by the Procuring entity at the address and no later than the date and time indicated in the TDS.

24.2 The Procuring entity may, at its discretion, extend the deadline for the submission of Tenders by amending the Tendering Documents in accordance with ITT Clause 8, in which case all rights and obligations of the Procuring entity and Tenderers previously subject to the deadline shall thereafter be subject to the deadline as extended.

**25. Late Tenders**

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

**26. Withdrawal and Replacement of Tenders**

26.1 A Tenderer may withdraw or replace its Tender after it has been submitted at any time before the deadline for submission of Tenders by sending a written notice, duly signed by an authorised representative, which shall include a copy of the authorisation in accordance with ITT Sub-Clause 22.2. Any corresponding replacement of the Tender must accompany the respective written notice. All notices must be:

(a) submitted in accordance with ITT Clauses 22 and 23 (except that withdrawals notices do not require copies), and in addition, the respective envelopes shall be clearly marked "WITHDRAWAL," or "REPLACEMENT," and

(b) received by the Procuring entity prior to the deadline prescribed for submission of Tenders, in accordance with ITT Clause 24.

26.2 Tenders requested to be withdrawn in accordance with ITT Sub-Clause 26.1 shall be returned unopened to the Tenderer.

26.3 No Tender may be withdrawn or replaced in the interval between the deadline for submission of Tenders and the expiration of the period of Tender validity specified by the Tenderer on the Tender Submission Sheet or any extension thereof.

26.4 Tenders may only be modified by withdrawal of the original Tender and submission of a replacement Tender in accordance with ITT Sub-Clause 26.1. Modifications submitted in any other way shall not be taken into account in the evaluation of Tenders.

**27. Tender Opening**

27.1 The Procuring entity shall conduct the Tender opening in the presence of Tenderers` designated representatives who choose to attend, at the address, date and time specified in the TDS.

27.2 First, envelopes marked "WITHDRAWAL" shall be opened and read out and the envelope with the corresponding Tender shall not be opened but returned to the Tenderer. No Tender withdrawal shall be permitted unless the corresponding withdrawal notice contains a valid authorisation to request the withdrawal and is read out at the Tender opening.

All other envelopes including those marked "REPLACEMENT" shall be opened and the relevant details read out. Replacement Tenders shall be recorded as such on the record of the Tender opening.

Only envelopes that are opened and read out at the Tender opening shall be considered further.

27.3 All other envelopes shall be opened one at a time, reading out: the name of the Tenderer; the Tender price, per lot where applicable, including any discounts; the presence of a Tender Security or Tender Securing Declaration, if required; and any other details that the Procuring entity may consider appropriate. Only discounts and alternative offers read out at the Tender opening shall be considered for evaluation. No Tender shall be rejected at the Tender opening except for late Tenders, in accordance with ITT Sub-Clause 25.1.

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

**E. Evaluation of Tenders**

**28. Confidentiality**

28.1 Information relating to the examination, evaluation, comparison, and post qualification of Tenders, and recommendation of contract award, shall not be disclosed to Tenderers or any other persons not officially concerned with such process until information detailing the Best Evaluated Tenderer is communicated to all Tenderers.

28.2 Any effort by a Tenderer to influence the Procuring entity in the examination, evaluation, comparison, and post-qualification of the Tenders or contract award decisions may result in the rejection of its Tender.

28.3 Notwithstanding ITT Sub-Clause 28.2, from the time of Tender opening to the time of Contract award, if any Tenderer wishes to contact the Procuring entity on any matter related to the Tendering process, it should do so in writing.

**29. Clarification of Tenders**

To assist in the examination, evaluation, comparison and post-qualification of the Tenders, the Procuring entity may, at its discretion, ask any Tenderer for a clarification of its Tender. Any clarification submitted by a Tenderer that is not in response to a request by the Procuring entity shall not be considered. The Procuring entity's request for clarification and the response shall be in writing. All requests for clarification and responses shall be copied to all Tenderers for information purposes. No change in the prices or substance of the Tender shall be sought, offered, or permitted, except to confirm the correction of arithmetic errors discovered by the Procuring entity in the evaluation of the Tenders, in accordance with ITT Clause 31.4. **30. Compliance and Responsiveness of Tenders**

30.1 The Procuring entity's determination of a Tender's compliance and responsiveness is to be based on the contents of the Tender itself.

30.2 A substantially compliant and responsive Tender is one that conforms to all the terms, conditions, and specifications of the Tendering Documents without material nonconformity, reservation, or omission. A material non-conformity is a deviation that-

(a) affects in a substantial way, the scope or quality of the Goods or services or the performance of the works to be procured;

(b) is inconsistent with the Tendering document and which may in a substantial way, limit the rights of the procuring entity or the obligations of the Tenderer under the contract;

(c) if corrected would unfairly affect the competitive position of the other Tenderers whose Tenders are administratively compliant and responsive; or

(d) impacts the key factors of a procurement including cost, risk, time and quality and causes -

(i) unacceptable time schedules, where it is stated in the Tendering document that time is of the essence;

(ii) unacceptable alternative technical details, such as design, materials, workmanship, specifications, standards or methodologies; or

(iii) unacceptable counter-Tenders with respect to key contract terms and conditions, such as payment terms, price adjustment, liquidated damages, sub-contracting or warranty.

30.3 If a Tender is not substantially compliant and responsive to the Tendering Document, it shall be rejected by the Procuring entity and may not subsequently be made compliant and responsive by the Tenderer by correction of the material nonconformity, reservation, or omission.

**31. Nonconformities, Errors, and Omissions**

31.1 Provided that a Tender is substantially compliant and responsive, the Procuring entity may waive any non-conformity or omissions in the Tender that does not constitute a material non-conformity.

31.2 Provided that a Tender is substantially compliant and responsive, the Procuring entity may request that the Tenderer submit the necessary information or documentation, within a reasonable period of time, to rectify nonmaterial nonconformities or omissions in the Tender related to documentation requirements. Such omission shall not be related to any aspect of the price of the Tender. Failure of the Tenderer to comply with the request may result in the rejection of its Tender.

31.3 Provided that a Tender is substantially compliant and responsive, the Procuring entity shall rectify nonmaterial nonconformities or omissions. To this effect, the Tender price shall be adjusted, for comparison purposes only, to reflect the price of the missing or non-conforming item or component. The cost of any missing items will be added to the Tender price using the highest price from other Tenders submitted.

31.4 Provided that the Tender is substantially compliant and responsive, the Procuring entity shall correct arithmetic errors on the following basis:

(a) if there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected, unless in the opinion of the Procuring entity there is an obvious misplacement of the decimal point in the unit price, in which case the total price as quoted shall govern and the unit price shall be corrected;

(b) if there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail, and the total shall be corrected; and

(c) if there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject to (a) and (b) above.

31.5 If the Tenderer that submitted the best evaluated Tender does not accept the correction of errors, its Tender shall be rejected, and its Tender Security may be forfeited, or Tender Securing Declaration executed.

**32. Preliminary Examination of Tenders – Eligibility and Administrative Compliance**

32.1 The Procuring entity shall examine the legal documentation and other information submitted by Tenderers to verify the eligibility of Tenderers and Goods and related services in accordance with ITT Clauses 4 and 5.

32.2 If after the examination of eligibility, the Procuring entity determines that the Tenderer, the Goods and/or the related Services are not eligible, it shall reject the Tender.

32.3 The Procuring entity shall examine the Tenders to confirm that all documents and technical documentation requested in ITT Clause 11 have been provided, and to determine the completeness of each document submitted.

32.4 The Procuring entity shall confirm that the following documents and information have been provided in the Tender. If any of these documents or information is missing, the offer shall be rejected.

(a) the Tender Submission Sheet, including:

(i) a brief description of the Goods and Related Services offered;

(ii) the price of the Tender; and

(iii) the validity date of the Tender;

(b) the Price Schedule;

(c) written confirmation of authorisation to commit the Tenderer, i.e. power of attorney; and

(d) a Tender Security or Tender Securing Declaration, if applicable.

32.5 Eligibility and administrative compliance shall be determined on a pass or fail basis and a tender which is not eligible or administratively compliant shall be rejected at the preliminary stage of evaluation.

**33. Detailed Commercial and Technical Evaluation**

33.1 The Procuring entity shall examine the Tender to confirm that all terms and conditions specified in the GCC and the SCC have been accepted by the Tenderer without any material non-conformity or reservation.

33.2 If, after the examination of the terms and conditions, the Procuring entity determines that the Tender is not substantially responsive in accordance with ITT Clause 30, it shall reject the Tender.

33.3 The Procuring entity shall evaluate the technical aspects of the Tender submitted in accordance with ITT Clause 18, to confirm that all requirements specified in Section 6, Statement of Requirements of the Tendering Document have been met without any material non-conformity or reservation.

33.4 If, after the technical evaluation, the Procuring entity determines that the Tender is not substantially compliant in accordance with ITT Clause 30, it shall reject the Tender.

**34 Conversion to Single Currency**

For evaluation and comparison purposes, the Procuring entity shall convert all Tender prices expressed in amounts in various currencies into a single currency. The exchange rate shall be the prevailing Central Bank of Eswatini exchange rate and shall not precede the tender submission deadline by less than twenty-one (21) days. Should this date be non-working day, the selling exchange rate on the date prior to this non-working day shall be used for currency conversion or as otherwise specified in the TDS.

**35. Margin of Preference for international tenders**

35.1 Unless otherwise specified in the TDS, a margin of preference shall apply. Where a Margin of Preference applies, its application and detail shall be specified in Section 3, Evaluation Methodology and Criteria.

35.2 For the purpose of granting a margin of domestic preference, Tenders will be classified in two groups, as follows:

(a) Group A: Swati Company participating alone in the tender *[In accordance with Regulation 12(2) of the Procurement Regulations, 2020]*

(b) Group B: Foreign Company sub-contracting or partnering with Swati company *[In accordance with Regulation 12(5) of the Procurement Regulations, 2020]*

(c) Group C: Foreign company using locally manufactured goods or by Swati agents or nationals.

*[In accordance with Regulation 12(5) of the Procurement Regulations, 2020]*

**36. Financial evaluation of Tenders**

36.1 The Procuring entity shall financially evaluate each Tender that has been determined, up to this stage of the evaluation, to be substantially compliant and responsive.

36.2 To financially evaluate a Tender, the Procuring entity shall only use the criteria and methodologies defined in this Clause and in Section 3, Evaluation Methodology and Criteria. No other criteria or methodology shall be permitted.

36.3 The Procuring entity's financial evaluation of Tenders may require the consideration of factors other than costs, in addition to the Tender price quoted in accordance with ITT Clause 14. These factors may be related to the characteristics, performance, and terms and conditions of purchase of the Goods and Related Services. The factors selected, if any, shall be expressed in monetary terms to facilitate comparison of Tenders, unless otherwise specified in Section 3, Evaluation Methodology and Criteria. The factors to be used and the methodology of application shall be indicated of Section 3, Evaluation Methodology and Criteria.

36.4 To financially compare Tenders, the Procuring entity shall:

(a) determine the Tender price, taking into account the costs listed of Section 3, Evaluation Methodology and Criteria;

(b) correct any arithmetic errors in accordance with ITT Sub-Clause 31.4;

(c) apply any unconditional discounts offered in accordance with ITT Sub-Clause 12.1(d);

(d) make adjustments for any nonmaterial nonconformities and omissions in accordance with ITT Sub-Clause 31.3;

(e) apply any non-cost factors in accordance with ITT Sub-Clause 36.3;

(f) convert all Tenders to a single currency in accordance with ITT Clause 34;

(g) apply any margin of preference in accordance with ITT Clause 35; (h) determine the total evaluated price of each Tender.

**37. Determination of Best Evaluated Tender(s)**

The Procuring entity shall compare all substantially compliant and responsive Tenders to determine the best evaluated Tender or Tenders, in accordance with Section 3, Evaluation Methodology and Criteria.

**38. Post-qualification of the Tenderer**

38.1 The Procuring entity shall determine to its satisfaction whether the Tenderer that is selected as having submitted the best evaluated Tender is qualified to perform the Contract satisfactorily. Where appropriate, details of post-qualification shall be stated in the TDS.

38.2 The determination shall be based upon an examination of the documentary evidence of the Tenderer's qualifications submitted by the Tenderer, pursuant to ITT Clause 19, to clarifications in accordance with ITT Clause 29 and the qualification criteria indicated in Section 3, Evaluation Methodology and Criteria. Factors not included in Section 3 shall not be used in the evaluation of the Tenderer's qualification.

38.3 An affirmative determination shall be a prerequisite for award of the Contract to the Tenderer. A negative determination shall result in disqualification of the Tender, in which event the Procuring entity shall proceed to the next best evaluated Tender to make a similar determination of that Tenderer's capabilities to perform satisfactorily.

38.4 If pre-qualification has been conducted, no post-qualification will be conducted but pre-qualification information shall be verified.

**39. Negotiations**

Negotiations are prohibited under this procedure.

## F. Award of Contract

**40. Award Procedure and Notice of Intention to award**

40.1 The Procuring Entity shall issue a Notice of Intention to Award of Tender within 5 working days after the decision of the relevant approval's authority to award a contract, issue the Notice to all Tenderers and to the Agency for publication on its website.

40.2 No contract shall be signed within period of ten (10) working days after the date of display of the best evaluated Tenderer notice.

40.3 The Procuring entity shall award the Contract to the Tenderer whose offer has been determined to be the best evaluated Tender, provided that the Tenderer is determined to be qualified to perform the Contract satisfactorily.

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

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

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

42.1 At the time the Contract is awarded, the Procuring entity reserves the right to increase or decrease the quantity of Goods and Related Services originally specified in Section

6, Statement of Requirements, provided this does not exceed the percentages indicated in the TDS which shall not be more than 10 percent, and without any change in the unit prices or other terms and conditions of the Tender and the Tendering Document.

**43. Signing and Effectiveness of Contract**

43.1 On expiry of the ten (10) working days period after the issuance of the letter of appointment/ letter of award the Procuring entity shall sign a contract with the successful Tenderer.

43.2 Failure by the successful Tenderer to sign the contract shall constitute sufficient ground for annulment of the contract award.

43.3 Effectiveness of the contract shall be subject to submission of a satisfactory Performance Security where applicable, and any other conditions specified in the Contract.

**44. Debriefing**

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

**45. Performance Security**

45.1 Within twenty-one (21) days of signing of the contract, the successful Tenderer shall where applicable, furnish to the Procuring entity a Performance Security in the amount stipulated in the SCC and in the form of on demand Bank Guarantee as stipulated in Section 9, denominated in the type and proportions of currencies of the Contract. The performance security shall be issued by a Bank located in Eswatini or a foreign Bank through correspondence with a Bank located in Eswatini. On demand insurance bonds with proof of re-insurance, in the format included in Section 9 (contract forms) can be accepted.

**46. Advance Payment and Security**

46.1 If so, stated in the TDS, the Employer will provide an Advance Payment on the Contract Price, subject to a maximum amount, as stated in the TDS. This Payment shall be in the same currencies and proportions as the Contract Payment and shall be made in accordance with the GCC.

46.2 Unless otherwise specified in the contract, any advance payment shall only be made against the provision by the contractor/supplier of an advance payment guarantee, covering the full amount of the advance payment. The advance payment guarantee shall be issued by a Bank located in Eswatini or a foreign Bank through correspondence with a Bank located in Eswatini. On demand insurance bonds with proof of re-insurance, in the format included in Section 9 (contract forms) can be accepted.

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

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

## 48. Abnormal Low and Abnormally High Prices

### 48.1 Abnormally Low Prices

48.1.1 An Abnormally Low Price is one where the financial price, in combination with other constituent elements of the Tender, appears unreasonably low to the extent that the price raises material concerns with the Procuring Entity as to the capability of the Tenderer to perform the Contract for the offered price.

48.1.2 In the event of identification of a potentially Abnormally Low Price by the evaluation committee, the Procuring Entity shall seek written clarification from the firm, including a detailed price analyses of its price in relation to the subject matter of the contract, scope, delivery schedule, allocation of risks and responsibilities and any other requirements of the Tendering document.

48.1.3 After evaluation of the price analyses, if the Procuring Entity determines that the firm has failed to demonstrate its capability to perform the contract for the offered price, the Procuring Entity shall reject the firm's Tender.

### 48.2 Abnormally High Prices

48.2.1 An abnormally high price is one where the proposal price, in combination with other constituent elements of the Tender, appears unreasonably too high to the extent that the Procuring Entity is concerned that it (the Procuring Entity) may not be getting value for money or it may be paying too high a price for the contract compared with market prices or that genuine competition between the Tenderers is compromised.

48.2.2 In case of an abnormally high tender price, the Procuring Entity shall make a survey of the market prices, check if the estimated cost of the contract is correct and review the Tendering Document to check if the specifications, scope of work and conditions of contract are contributory to the abnormally high proposals. The Procuring Entity may also seek written clarification from the Tenderer on the reason or the high Tender price. The Procuring Entity shall proceed as follows:

i) If the Tender price is abnormally high based on wrong estimated cost of the contract, the Procuring Entity may accept or not accept the proposal depending on the Procuring Entity's budget considerations.

ii) If specifications, scope of work and/or conditions of contract are contributory to the abnormally high proposal prices, the Procuring Entity shall reject all Tenders and may re-invite for Tenders for the contract based on revised estimates, specifications, scope of work and conditions of contract.

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

# Section 2: Tender Data Sheet

| Instructions to Tenderers Reference | Data relevant to the ITT |
|---|---|
| **A. General** | |
| **ITT 1.1** | The Procuring entity is: **Eswatini National Industrial Development Corporation** |
| **ITT 1.1** | The subject of procurement is**: Supply, installation of server storage and a firewall** |
| **ITT 1.1** | The Procurement Reference number of the Tendering Document is: **ITT/01/2026-27** |
| **ITT 5.5** | The Tenderer is required to include with its Tender, documentation from the Manufacturer of the Goods, that it has been duly authorised to supply, in Eswatini, the Goods indicated in its Tender by submitting the Manufacturers Authorisation Form in Section 4 Tendering Forms. |
| **B. Tendering Document** | |
| **ITT 7** | For clarification purposes only, the Procuring entity's address is:<br>www.enidc.org.sz<br>Attention: tenders@enidc.org.sz<br>Physical Address: 3rd Floor,<br>Sibekelo Building,<br>Mhlambanyatsi Road<br>Postal Address: Box 9854<br>Mbabane<br>Electronic mail address:<br>info@enidc.org.sz |
| **ITT 7** | The Procuring entity will respond to any request for clarification provided that such request is received no later than **29 July 2026** |
| **C. Preparation of Tenders** | |
| **ITT 10.2** | The language for the Tender should be in English |
| **ITT 11 (h)** | The Tenderer shall submit with its Tender the following additional documents: |

| | |
|---|---|
| **ITT 14.5** | The Incoterms edition is: **Incoterms 2020, as published by the International Chamber of Commerce. The delivery term shall be Delivered Duty Paid (DDP) to ENIDC Headquarters, Mbabane, Eswatini.** |
| **ITT 14.6(a)(i)** | For Goods, the Tenderer shall quote prices using the following Incoterms: **Delivered Duty Paid** |
| **ITT 14.7** | • The prices quoted by the Tenderer shall be: **Inclusive of all taxes** – VAT, customs duties, and other applicable levies.<br>• **Inclusive of delivery costs** – transport, insurance, and handling up to ENIDC Headquarters.<br>• **Quoted in local currency** – usually Emalangeni (SZL) or South African Rand (ZAR), unless foreign currency is permitted.<br>• **Firm and fixed** – not subject to escalation during the tender validity period.<br>• **Based on Incoterms 2020** – e.g., Delivered Duty Paid (DDP) to ENIDC Headquarters. |
| **ITT 15.1(a)** | For Goods and Related Services originating in Eswatini the currency of the Tender shall be: **Emalangeni (SZL) or South African Rand (ZAR)** |

| **Instructions to Tenderers Reference** | **Data relevant to the ITT** |
|---|---|
| **ITT 18.3** | Tenderers ***shall not*** provide a representative sample of the Goods as detailed in Section 6 Statement of Requirements. |
| **ITT 20.1** | Tenders shall be valid until: **90 days from the tender closing date** |
| **ITT 21.1** | A Tender Securing Declaration ***shall*** be required. |
| **ITT 21.3** | The Tender Securing Declaration shall be valid until **3 November 2026** |
| **ITT 22.1** | In addition to the original of the Tender document, three copies are required: |

| D. Submission and Opening of Tenders | |
|---|---|
| **ITT 24.1** | For Tender submission purposes only, the Procuring entity's address is:<br>Attention: Tender Board Chairperson<br>Physical Address: Sibekelo Building, Mhlambanyatsi Road<br>Floor: 3rd Floor<br>Town/City: Mbabane<br>Country: Eswatini<br>The deadline for Tender submission is: 5 August 2026<br>Date and Time (SAST): 12noon |
| **ITT 27.1** | The Tender opening shall take place at: ENIDC Headquarters<br>Physical Address: **Sibekelo**<br>**Building Mhlambanyatsi Road**<br>Floor number: 3rd floor<br>Town: Mbabane<br>Country: Eswatini<br>Date and Time (SAST): Time: 5 August 2026, 12noon |
| **Instructions to Tenderers Reference** | **Data relevant to the ITT** |
| **E. Evaluation of Tenders** | |
| **ITT 34** | The currency that shall be used for financial evaluation purposes to convert all tender prices expressed in various currencies into a single currency is the **Lilangeni (SZL)**. The source of the exchange rate shall be the **Central Bank of Eswatini**. The date for the exchange rate shall be on or before **5 August 2026**. |
| **ITT 35.1** | A margin of preference ***shall*** not apply. If a margin of preference applies, the application methodology shall be as stated in Section 3 Evaluation Methodology and Criteria. |
| **F. Award of Contract** | |
| **ITT 42.1** | The maximum percentage by which quantities may be increased is: ***[0-10%]***<br><br>The maximum percentage by which quantities may be decreased is: ***[0-10%]*** |
| **ITT 46.1** | The Advance Payment shall be limited to ***[30%]*** percent of the Contract Price. |

| | |
|---|---|
| **ITT 47.1** | The procedures for lodging a Procurement-related Complaint shall be regulated by section 46 through 49 of the public procurement Act accessible in the ESPPRA website https://esppra.co.sz<br><br>If a Tenderer wishes to lodge a Procurement-related Complaint, the Tenderer shall submit its complaint following these procedures, in writing to:<br><br>**Title/position: The Managing Director**<br>**Procuring Entity**: **Eswatini National Industrial Development Corporation**<br>**Email address**: *To: mtetwa@enidc.org.sz*<br>*Cc: tenders@enidc.org.sz* |

# Section 3: Evaluation Methodology and Criteria

## A Evaluation Methodology

**1. Evaluation Methodology Used**

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

**2. Summary of Methodology**

2.1 The Technical Compliance Selection methodology recommends the lowest priced Tender, which is eligible, compliant, and substantially responsive to the technical and commercial requirements of the Tendering Document, provided that the Tenderer is determined to be qualified to perform the contract satisfactorily.

2.2 The evaluation shall be conducted in three sequential stages –

(a) a preliminary examination to determine the eligibility of Tenderers and the administrative compliance of Tenders received;

(b) a technical evaluation to determine the commercial and technical responsiveness of the eligible and compliant Tenders; and

(c) a financial evaluation to compare costs of the eligible, compliant, responsive Tenders received and determine the best evaluated Tender.

2.3 Failure of a Tender at any stage of the evaluation shall prevent further consideration at the next stage of evaluation. Substantial responsiveness shall be considered a pass.

## B Preliminary Examination Criteria

**3. Eligibility Criteria**

3.1 The eligibility requirements shall be determined for: -

(a) Eligible Tenderers in accordance with ITT Clause 4 and Section 40 of the
Public Procurement Act, 2011; and

(b) Eligible Goods and Related Services in accordance with ITT Clause 5.

3.2 The documentation required to provide evidence of eligibility shall be: -

| | Eligibility Requirement | Documentary Evidence to be Provided by the Tenderer |
|---|---|---|
| (a) | The Tenderer has legal capacity to enter into the contract | |
| (b) | The Tenderer is not insolvent, in receivership, bankrupt or being wound up, its affairs are not being administered by a court or a judicial officer, its business | |
| | activities have not been suspended, and it is not the subject of legal proceedings for any of the foregoing | |
| (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 | |
| (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 | |

| | | |
|---|---|---|
| (f) | The Tenderer is not subject to suspension in accordance with section 55 [of the Public Procurement Act, 2011] [1], and none of its directors or officers have been involved in a tenderer or supplier currently subject to suspension | |

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.

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.

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

**4. Administrative Compliance Criteria**

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

## C Technical Evaluation Criteria

**5. Commercial Criteria**

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

(a) acceptance of the conditions of the proposed contract;

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

(c) acceptable delivery schedule.

**6. Technical Criteria**

6.1 Technical responsiveness shall be evaluated in accordance with ITT Clause 33.3.

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

## D Financial evaluation Criteria

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

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

(a) the unit and total delivered price based on the delivery terms requested and the quantity specified in Section 6;

(b) taxes, duties and levies;

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

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

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

**9. Margin of Preference**

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

(a) The Procuring entity will first review the Tenders to confirm the appropriateness of the classification, and to identify the Tender group classification of each based upon Tenderers' declaration of origin.

(b) All evaluated Tenders in each group will then be compared to determine the lowest evaluated Tender of each group. The Tender prices for Tenderers NOT in Group A, Group B and Group C will be increased by the respective

percentages of preference as specified in the Tender Data Sheet. *[For Example: (Tender Price of Tenderer Z)- (Tender Price of Tenderer Z x percentage specified in the Tender Data Sheet ITT 35.2]*. After application of the preferences, all the Tenders shall be compared, with the lowest-evaluated Tender determined from this comparison selected for the award.

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

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

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

# Section 4: Tendering Forms

## Table of Forms

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*[This Tender Submission Sheet should be on the letterhead of the Tenderer and should be signed by a person with the proper authority to sign documents that are binding on the Tenderer]*

# Tender Submission Sheet

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

To: [*insert complete name of Procuring entity]* We,
the undersigned, declare that:

(a) We have examined and have no reservations to the Tendering Document, including Addenda No.: *[insert the number and issue date of each Addenda]*;

(b) We offer to supply in conformity with the Tendering Document and in accordance with the delivery schedule specified in the Statement of Requirements the following Goods and Related Services *[insert a brief description of the Goods and Related Services. Amend wording and attach relevant details if an alternative delivery schedule is proposed]*;

(c) The total price of our Tender, excluding any discounts offered in item (d) below, is: *[insert the total Tender price in words and figures, indicating the various amounts and the respective currencies]*;

(d) The discounts offered and the methodologies for their application are:

Unconditional discounts. If our Tender is accepted, the following discounts shall apply. *[Specify in detail each discount offered (e.g. amount/percentage) and the specific item of the Statement of Requirements to which it applies.]*

Methodology of application of the unconditional discounts. The discounts shall be applied using the following method: *[Specify precisely the method that shall be used to apply the discounts]*;

Conditional discounts. If our Tenders for more than one lot are accepted, the following discounts shall apply. *[Specify precisely each discount offered (e.g. amount/percentage) and the conditions of the discount.]*

Methodology of application of the conditional discounts. The discounts shall be applied using the following method: *[Specify in detail the method that shall be used to apply the discounts]*;

(e) Our Tender shall be valid until the date specified in ITT Sub-Clause 20.1 and it shall remain binding upon us and may be accepted at any time before that date;

(f) We, including any subcontractors or providers for any part of the contract resulting from this procurement process, are eligible to participate in public procurement in accordance with ITT Clause 4.1

(g) If our Tender is accepted, we commit to obtain a Performance Security in accordance with the Tendering Document in the amount of *[insert amount and currency in words and figures of the performance security]* for the due performance of the Contract;

(h) We, including any subcontractors or Providers for any part of the contract, have nationals from the following eligible countries *[insert the nationality of the Tenderer, including that of all parties that comprise the Tenderer, if the Tenderer is a Joint Venture consortium or association, and the nationality of each subcontractor];*

(i) We undertake to abide by the Code of Ethical Conduct for Tenderers and Providers during the procurement process and the execution of any resulting contract;

(j) We are not participating, as Tenderers, in more than one Tender in this Tendering process, other than alternative Tenders in accordance with the Tendering Document;

(k) We do not have any conflict of interest and have not participated in the preparation of the original Statement of Requirements for the Procuring entity;

(l) We, our affiliates or subsidiaries, including any subcontractors or Providers for any part of the contract, have not been debarred by the Eswatini Public Procurement Regulatory Agency from participating in public procurement;

(m) The following commissions, gratuities, or fees have been paid or are to be paid with respect to the Tendering process or execution of the Contract: *[insert complete name of each Recipient, their full address, the reason for which each commission or gratuity was paid and the amount and currency of each such commission or gratuity. If none has been paid or is to be paid, indicate "none."]*

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

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

Signed: *[signature of person whose name and capacity are shown below]*
Name: *[insert complete name of person signing the Tender]*
In the capacity of *[insert legal capacity of person signing the Tender]*
Duly authorised to sign the Tender for and on behalf of: *[insert complete name of Tenderer]*

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

# Declaration of Eligibility

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

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

Re Tender Reference …….

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

(a) We, including any joint venture partners or consortium partners, are a legal entity and have the legal capacity to enter into the contract.

(b) We are not insolvent, in receivership, bankrupt or being wound up, our affairs are not being administered by a court or a judicial officer, our business activities have not been suspended and we are not the subject of legal proceedings for any of the foregoing.

(c) We have fulfilled our obligations to pay taxes and social security contributions.

(d) We declare that we adhere to basic labour legislation.

(e) We have not, and our directors or officers have not, been convicted of any criminal offence related to our/their professional conduct or the making of false statements or misrepresentations as to their qualifications to enter into a contract within a period of five years preceding the commencement of the procurement proceedings; and

(f) I/We declare that we are eligible to participate in the above-mentioned public procurement tender as per paragraphs (a) – (e) above.

(g) We further declare that we are not Politicians and or Public Officers.

(h) That we do not have a **conflict of interest** in relation to the procurement requirement as defined in the Instructions to Tenderers.

(i) I/We are aware that, where it shall be found that any or all of the below mentioned directors of our Company have provided misleading information in preparing this tender document, the tender will be cancelled, and contracts awarded shall be terminated immediately.

Name_____(In the capacity of) _____

Authorised Representative Signature_____Date_____

# Code of Ethical Conduct in Business for Tenderers and Providers

**1. Ethical Principles**

Tenderers and providers shall at all times-

(a) maintain integrity and independence in their professional judgement and conduct;

(b) comply with both the letter and the spirit of-

i. the laws of Eswatini; and ii.

any contract awarded.

(c) avoid associations with businesses and organisations which are in conflict with this code.

**2. Standards**

Tenderers and providers shall-

(a) strive to provide works, services and Goods of high quality and accept full responsibility for all works, services or Goods provided;

(b) comply with the professional standards of their industry or of any professional body of which they are members.

**3. Conflict of Interest**

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

**4. Confidentiality and Accuracy of Information**

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

(2) Providers shall respect the confidentiality of information received in the course of performance of a contract and shall not use such information for personal gain.

**5. Gifts and Hospitality**

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

**6. Inducements**

(1) Tenderers and providers shall not offer or give anything of value to influence the action of a public official in the procurement process or in contract execution.

(2) Tenderers and providers shall not ask a public official to do anything which is inconsistent with the Act, Regulations, Guidelines or the Code of Ethical Conduct in Business.

**7. Fraudulent Practices**

Tenderers and providers shall not-

(a) collude with other businesses and organisations with the intention of depriving a procuring entity of the benefits of free and open competition;

(b) enter into business arrangements that might prevent the effective operation of fair competition;

(c) engage in deceptive financial practices, such as bribery, double billing or other improper financial practices;

(d) misrepresent facts in order to influence a procurement process or the execution of a contract to the detriment of the Procuring entity; or utter false documents;

(e) unlawfully obtain information relating to a procurement process in order to influence the process or execution of a contract to the detriment of the PE; and

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

I ..... agree to comply with the above code of ethical conduct in business.

---------- ----------

*AUTHORISED SIGNATORY* *NAME OF TENDERER*

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

# Price Schedule for Goods and Related Services

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

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

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

| *1* | *2* | *3* | *4* | *5* | *6* | *7* | *8* | *9* |
|---|---|---|---|---|---|---|---|---|
| **Item No.** | **Goods or Related Services** | **Country of origin** | **Percent of Eswatini origin as a % of the exfactory price** [2] | **Quantity (No. of units)** | **Unit prices** [3] | | **Import Duties, Sales and other taxes per unit** [2] | **Total Price** |
| | | | | | **Ex-factory Exwarehouse** | **Delivery and Incidental Costs** | | |
| *[insert number of items corresponding to Statement of Requirements]* | *[insert brief description name of Goods or Related Services]* | *[insert country of origin of the item]* | *[if the margin of preference applies, insert percentage of Eswatini origin for this item and include the name and address of the production facility separately below]* | *[insert number of units of this item to be purchased]* | *[insert the unit price of this item, in accordance with the Incoterms stated, but excluding all import duties and taxes, paid or payable in Eswatini]* | *[insert the unit price for delivery in accordance with the delivery terms (Incoterms )but excluding all import duties and taxes, paid or payable in Eswatini]* | *[insert all import duties, taxes paid or payable in Eswatini on this item]* | *[insert the total price for this item, which should equate to columns5x (6+7+8]* |
| | | | | | | | | |
| | | | | | | | | |
| | | | | | | | | |

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

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

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

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

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

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

[3] In accordance with ITB Clauses 14 and 15

# Tender-Securing Declaration

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

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

I/We, the undersigned, declare that:

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

2. I/We accept that we may be suspended by the Agency in terms of section 55 read with 56 of the Public Procurement Act, 2011 from being eligible for Tendering in any contract with the Government of The Kingdom of Eswatini, if we are in breach of our obligation(s) under the Tender conditions, because we:

(a) have withdrawn our Tender during the period of Tender validity specified by us in the Tender Submission Sheet or
(b) having been notified of the acceptance of our Tender by the Procuring entity during the period of Tender validity fail or refuse to (i) sign the contract, (ii) fail or refuse to furnish the Performance Security in accordance with ITT Clause 43; or (iii) fail or refuse to accept the correction of our Tender by the Procuring entity, pursuant to ITT Clause 31;

3. I/We understand this Tender Securing Declaration shall cease to be valid if I/we are not the successful Tenderer, upon the earlier of (i) the expiry of the notice of best evaluated Tenderer or (ii) upon the expiration of the validity of my/our Tender on the *[insert Tender validity date]*,

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

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

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

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

Corporate Seal (where appropriate)
*Please delete as appropriate

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

# Manufacturer's Authorisation

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

Procurement Reference No.: *[insert Procurement Reference Number]* To: [*insert complete name of Procuring entity]*

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

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

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

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

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

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

: Section 5 Eligible Countries

# Section 5: Eligible Countries

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

A country shall not be eligible if:

(a) as a matter of law or official regulation, the Government of The Kingdom of Eswatini prohibits commercial relations with that country, provided that the Government of The Kingdom of Eswatini is satisfied that such exclusion does not preclude effective competition for the provision of Goods or related services required; or

(b) by an act of compliance with a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations, the Government of The Kingdom of Eswatini prohibits any import of Goods from that country or any payments to persons or entities in that country.

# PART 2 - Statement of Requirements

# Section 6: Statement of Requirements

## Contents

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Specification and Compliance Sheet ..... 51 4.
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# 1. List of Goods and Related Services

| Item number | Brief Description of Goods and Related Services | Quantity | Unit of Measure |
|---|---|---|---|
| | | | |
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## 2. Delivery and Completion Schedule

The delivery or completion period shall commence from the date of contract signature and effectiveness. Refer to the Incoterm in the GCC26 for the interpretation of the delivery period.

| Item number | Brief Description of Goods or Related Services | Delivery/ Completion Period (days/wks/mths) | Delivery Point/ Site |
|---|---|---|---|
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |

## 3. Specification and Compliance Sheet

*Column b states the minimum technical specification of the item(s) required by the Procuring entity.*

*The Tenderer is to complete column c with the technical specification of the item(s) offered and to state "comply" or "not comply" and give details of the areas of non-compliance. Column d provides the technical literature of the specification offered.*

| Item No. | Quantity | Technical Specification required including applicable standards | Compliance of specification offered | Te s |
|---|---|---|---|---|
| *a* | | *b* | *c* | |

| | | | | |
|---|---|---|---|---|
| **Server** | 1 | • 2 × Intel Xeon Scalable CPUs (32–48 cores total)<br>• 512 GB DDR5 ECC RAM (expandable to 1 TB)<br>• 2 × 1 TB NVMe SSDs (RAID 1 for OS/DB)<br>• 6 × 2 TB SAS HDDs (RAID 10 for storage)<br>• MR408i or higher RAID controller<br>• Dual 10GbE NICs (PCIe Gen5 capable)<br>• 2 × 1000W Redundant Power Supplies<br>• Windows Server 2025 Datacenter Edition<br>• APC Symmetra PX (Uninterruptible Power Supply) | | |
| ***Firewall*** | 1 | • FortiGate-30G Network Security Hardware<br>• 1 Year FortiCare Premium and FortiGuard Unified Threat Protection (UTP)<br>Labour - Installation and Configuration (includes network segregation | | |

| | | | | |
|---|---|---|---|---|
| | | | | |

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

## 4. Drawings

| List of related drawings | | |
|---|---|---|
| **Drawing number** | **Drawing name** | **Purpose** |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |

# 5. Inspections and Tests

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

# PART 3 - Contract
# Section 7: General Conditions of Contract for the Procurement of Goods

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

Special Conditions of Contract

# Section 8: Special Conditions of Contract

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

| GCC clause reference | Special Conditions |
|---|---|
| | The Procurement Reference Number is: ENIDC/ITT/01/2026 |
| **GCC 1(g)** | The Eligible Countries are those listed in Section 5 of the Tendering Document. |
| **GCC 1(o)** | The Site for delivery of the Goods is: _ENIDC, Sibekelo Building, Mhlambanyatsi Road, 3rd Floor. |
| **GCC 2.1(f)** | The other documents forming part of the Contract are:<br>➢ **Tender Data Sheet (TDS)** – specific tender requirements and instructions.<br>➢ **Statement of Requirements (SOR)** – detailed technical specifications (servers, firewalls, etc.).<br>➢ **General Conditions of Contract (GCC)** – standard legal framework.<br>➢ **Special Conditions of Contract (SCC)** – customized clauses for this tender (variation, advance payment, warranty).<br>➢ **Tender Securing Declaration** – bidder's signed commitment not to withdraw or alter tender.<br>➢ **Price Schedule and Financial Forms** – supplier's pricing breakdown.<br>➢ **Technical Specifications and Compliance Forms** – supplier's confirmation of meeting requirements.<br>➢ **Addenda or Clarifications** – official amendments issued during the tender process. |
| **GCC 4.2 (b)** | The version of Incoterms shall be: The version of Incoterms shall be **Incoterms 2020**, published by the International Chamber of Commerce (ICC). |
| **GCC 5.1** | The language shall be: English |
| **GCC 6** | The individuals or firms in a joint venture, consortium or association shall be jointly and severally liable. |

| | |
|---|---|
| **GCC 8.1** | For **notices**, the Procuring entity's address shall be:<br>**Physical Address**:<br>3rd Floor, North-West Wing,<br>Sibekelo Building, Mhlambanyatsi Road, Mbabane, H100, Eswatini.<br><br>**Postal Address**:<br>P.O. Box 9458, Mbabane, H100, Eswatini<br><br>**Attention**: The Managing Director<br>**Physical Address:** 3rd Floor, North-West Wing, Sibekelo Building, Mbabane, Eswatini<br><br>Town/City: Mbabane<br>Postal Address: P.O. Box 9458, Mbabane, SZ<br>Country: Eswatini<br>Telephone: +268 2404 2241 / 3846<br>Electronic mail address: tenders@enidc.org.sz<br>For **notices**, the Provider<br>Attention: The Entity Tender Board Chairperson |
| **GCC 9** | The Governing law shall be the law of The Kingdom of Eswatini |
| **GCC 10.2** | **Complaints Mechanism**<br>1. **Submission Procedures**<br>o Complaints shall be submitted in writing, clearly stating the grounds and supporting evidence.<br>o Complaints must reference the specific tender number and procurement process.<br>2. **Designated Receiving Officer**<br>o All complaints shall be addressed to the Managing Director**,** **ENIDC**, who is the designated Controlling officer.<br>o Contact details (mtetwa@enidc.org.sz & cc: tenders@enidc.org.sz ) must be provided in the tender advert.<br>3. **Submission Timelines**<br>o Complaints must be lodged **within 5 working days** of the occurrence of the issue or publication of the tender decision.<br>o Late submissions shall not be entertained.<br>4. **Response Timelines**<br>o ENIDC shall acknowledge receipt of the complaint within **2 working days**.<br>o A formal written response shall be provided within **10 working days** of receipt.<br>5. **Escalation Procedures**<br>o If the complainant is dissatisfied with ENIDC's response, the matter may be escalated to **ESPPRA** in writing. |

| | |
|---|---|
| | ○ Escalation must occur within **5 working days** of receipt of ENIDC's response.<br>○ ESPPRA will then review and issue a determination in line with the **Public Procurement Act, 2011** and **Public Procurement Regulations, 2020**. |
| **GCC 12** | **Date of Delivery** The Tenderer shall deliver and install the server within **30 calendar days from the date of contract award**.<br>**Shipping and Other Documents** The Tenderer shall furnish the following documents upon delivery:<br>• **Delivery Note** confirming receipt of equipment<br>• **Commercial Invoice**<br>• **Warranty Certificates** for all hardware and components<br>• **User Manuals and Technical Documentation** |

## Special Conditions of Contract

| GCC clause reference | Special Conditions |
|---|---|
| **GCC 16.3** | The Procuring Entity shall make payment to the Provider within **30 calendar days after successful delivery, installation, and acceptance of the server**, upon submission of the required invoice and supporting documents. |
| **GCC 18.2** | The Procuring Entity (ENIDC) shall be responsible for all taxes, import duties, and levies imposed by law in Eswatini on the Goods, **except for the following, which shall remain the responsibility of the Provider**:<br>• **Withholding tax** on payments made to the Provider<br>• **Income tax** obligations of the Provider<br>• **VAT compliance**, including registration and remittance requirements |
| **GCC 25** | **Insurance Coverage**<br>• Insurance coverage **shall be required** for the Goods.<br>• The Provider shall insure the Goods for **110% of the total contract value**, covering risks from shipment, delivery, and installation until final acceptance by the Procuring Entity.<br>• The insurance policy must be issued by a reputable insurer and submitted to the Procuring Entity before shipment. |
| **GCC 26** | The INCOTERMS shall be: _____ |

| | |
|---|---|
| **GCC 28** | **Applicability**: State clearly that liquidated damages *shall apply*.<br>**Rate**: Insert a fixed percentage of the contract price per day or per week of delay (commonly 0.05%–0.1% per day).<br>**Maximum cap**: Set a ceiling, usually 10% of the total contract value, to avoid excessive penalties. |
| **GCC 29.3** | The period of validity of the Warranty shall be: 2 – 5 years |
| **GCC 29.5** | The period within which the Provider shall repair or replace defective Goods shall be: 7 – 14 calendar days |
| **GCC 31(b)** | The amount of aggregate liability shall be: **Applicability**: State that aggregate liability *shall apply*.<br><br>**Amount**: Typically capped at **100% of the total contract value**. This ensures the supplier cannot be penalized beyond the value of the contract.<br>_____ |

# Section 9: Contract Forms

## Table of Forms

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# Agreement

**Procurement Reference No:**

THIS AGREEMENT entered into on the _____ day of _____, _____,

between _____of _____

(hereinafter "the Procuring entity"), of the one part, and _____ of

_____ (hereinafter "the Provider"), of the other part:

WHEREAS the Procuring entity invited Tenders for certain Goods and Related Services, viz.,

_____ and has

accepted a Tender by the Provider for the provision of those Goods and Related Services in the

sum of _____ (hereinafter "the Contract Price").

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Contract referred to.

2. In consideration of the payments to be made by the Procuring entity to the Provider as indicated in this Agreement, the Provider hereby covenants with the Procuring entity to provide the Goods and Related Services and to remedy defects therein in conformity in all respects with the provisions of the Contract.

3. The Procuring entity hereby covenants to pay the Provider in consideration of the provision of the Goods and Related Services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

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

Signed by _____ (for the Procuring entity)

Name:_____ Position:_____

In the presence of:

Name: _____ Position: _____

Signed by _____ (for the Provider)

Name:_____ Position:_____

In the presence of:

Name: _____ Position: _____

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

# Performance Security

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

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

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

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

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

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

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

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

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

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

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

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

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

# Advance Payment Security

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

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

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

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

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

This security shall remain valid and in full effect from the date of the advance payment received by the Provider under the Contract until *[insert day, month and year]*. Name: *[insert complete name of person signing the Payment Security]*

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

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

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

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

***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.*