



Matsapha Town Council

Invitation to Tender (ITT) Document for the Procurement of Goods

Procurement Method:	Open Tender
Subject of Procurement:	Annual Sources of Supply
Procurement Reference Number:	Number 001 of 2026/27
Date of Issue:	15th January 2026
Submission Deadline:	13th February 2026
Participation:	National

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PREFACE

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

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

This Invitation to Tender (ITT) shall be used to procure Goods above E200, 000.

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

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

The Chief Executive Officer Eswatini Public Procurement Regulatory Agency RHUS
Office Park, P.O. Box 9665 Karl Grant Street, Mbabane **ESWATINI**

<https://esppra.co.sz>

info@esppra.co.sz

Standard Tender Document for the Procurement of Goods

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Standard Tender Document

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Invitation to Tenderers

TENDER NOTICE UNDER OPEN TENDERING

Annual Sources of Supply – Tender Number 01 of 2026/27

1. The *Matsapha Town Council* has allocated funds to be used for the acquisition of Annual Sources of Supply.
2. The Entity invites sealed Tenders from eligible Tenderers for the provision of the above Goods.
3. Tendering will be conducted in accordance with the open national Tendering method contained in the Public Procurement Regulations 2020.
4. Interested eligible Tenderers may obtain further information about the Tender documents at the address given below at 7(a) from 08:00 hours to 16:45 hours. Tender documents in English may be purchased by interested Tenderers(s) from the address below at 7(a) upon payment of a non-refundable fee of E500.00. The method of payment shall be cash or EFT, payable to the Matsapha Town Council. The REFERENCE to be used when making EFT payment is the Supplier name and payment shall be made into the following bank account.

ACCOUNT NAME: Matsapha Town Council
 BANK NAME: Standard Bank (Matsapha Branch)
 ACCOUNT NO: 9110003236915
 BRANCH CODE: 663464

5. Tenders must be delivered to the address below at 7(c) at or before 13th February 2026 at 10:00 hours. Late Tenders shall be rejected. Tenders will be opened in the presence of the Tenderers' representatives who choose to attend at the address below at 7(d) at 10:00 hours on 13th February 2026.
6. There shall not be a pre – Tender meeting.
7. Address and contact details.

(a)	Information about the tender shall be accessed from:	Corner Airport & Police College Road P.O. Box 1790, Matsapha (+268) 2518 6637/ 2518 8235 Procurement Officer at email mazibukof@Matsapha.co.sz www.esppra.co.sz <i>For Lot descriptions</i>
(b)	Documents will be issued from:	15 th January 2026
(c)	Tenders must be delivered to:	The tender box at the Matsapha Town Council Corner Airport & Police College Road P.O. Box 1790, Matsapha (+268) 2518 6637/ 2518 8235 Date: 13 th February 2026 Time: 10:00 hrs
(d)	Address of Tender opening:	Matsapha Town Council Corner Airport & Police College Road P.O. Box 1790, Matsapha Date: 13 th February 2026 Time: 10:00 hrs

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

	Activity	Date
(a)	Publish Tender notice	15 th January 2026
(b)	Pre-Tender meeting where applicable	Not Applicable
(c)	Tender closing date	13 th February 2026 Time: 10:00 hrs
(d)	Evaluation process	Within 15 working days from Tender closing Date.
(e)	Notification and Publication of Notice of Intention to award	Within 10 working days from completion of the evaluation process.
(f)	Contract award	After expiry of at least 10 working days from issuance of the Notice of intention to award.

Manqoba Zwane

Acting Town Clerk

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PART 1 – Tendering Procedures

Section 1: Instructions to Tenderers

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Section 1: Instructions to Tenderers

A. General

1. Scope of Tender

- 1.1 The Procuring Entity indicated in the Tender Data Sheet (TDS), invites Tenderers for the provision of Goods and related Services incidental thereto as specified in Section 6, Statement of Requirements. The Instructions to Tenderers should be read in conjunction with the TDS. The subject and procurement reference number, and number of lots of this Tendering Document are provided in the TDS.
- 1.2 Throughout these Tendering Documents:
 - (a) the term “in writing” means communicated in written form with proof of receipt;
 - (b) if the context so requires, singular means plural and vice versa; and
 - (c) “day” means calendar day unless specified as working day.
- 1.3 Procurement will be undertaken in compliance with the Public Procurement Act and Regulations.

2. Source of Funds

- 2.1 The Procuring Entity indicated in the TDS has an approved budget towards the cost of the procurement named in the TDS. The Procuring Entity intends to use these funds to place a contract for which these Tendering Documents are issued.
- 2.2 Payments will be made directly by the Procuring Entity and will be subject in all respects to the terms and conditions of the resulting contract placed by the Procuring Entity.

3. Corrupt Practices

- 3.1 It is the policy of the Government of The Kingdom of Eswatini through ESPPRA, to require that Procuring Entities, as well as Tenderers and Providers observe the highest standards of ethics during procurement and the execution of contracts. In pursuit of this policy, the Government of The Kingdom of Eswatini;
 - (a) defines, for the purposes of this provision, the terms set forth below as follows:
 - (i) “corrupt practice” means the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value, to influence the action of a public official in the procurement process or in contract execution; and
 - (ii) “fraudulent practice” is any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation;
 - (iii) “collusive practice” is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party;

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

4. Eligible Tenderers

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

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- (e) the Tenderer has fulfilled his or her obligations to pay taxes and social security contributions.
- 4.2 A Tenderer may be a natural person, private entity, government-owned entity, subject to ITT Sub-Clause 4.6, any combination of them with a formal intent to enter into an agreement or under an existing agreement in the form of a joint venture, consortium, or association. In the case of a joint venture, consortium, or association, all parties shall be jointly and severally liable. For Tenders submitted by an existing or intended JV, a Power of Attorney from each member of the JV nominating a Representative in the JV and a Power of Attorney from the JV nominating a representative who shall have the authority to conduct all business for and on behalf of any and all the parties of the JV during the Tendering process and, in the event the JV is awarded the Contract, during contract execution.
- 4.3 A Tenderer, and all parties constituting the Tenderer including sub-contractors, shall have the nationality of an eligible country, in accordance with Section 5, Eligible Countries. A Tenderer shall be deemed to have the nationality of a country if the Tenderer is a citizen or is constituted, incorporated, or registered and operates in conformity with the provisions of the laws of that country. This criterion shall also apply to the determination of the nationality of proposed subcontractors for any part of the Contract including related services.
- 4.4 A Tenderer shall not have a conflict of interest. All Tenderers found to be in conflict of interest shall be disqualified. A Tenderer may be considered to have a conflict of interest with one or more parties in this Tendering process, if they:
- (a) have controlling shareholders in common; or
 - (b) receive or have received any direct or indirect benefit from any of parties in the tendering process; or
 - (c) have a relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the Tender of another Tenderer, or influence the decisions of the Procuring entity regarding this Tendering process; or
 - (d) submit more than one Tender in this Tendering process, except for alternative offers permitted under ITT Clause 13. However, this does not limit the participation of subcontractors in more than one Tender, or as Tenderers and subcontractors simultaneously; or
 - (e) participated as a consultant in the preparation of the design or technical specifications of the Goods and related services that are the subject of the Tender.
- 4.5 A firm that is under a declaration of suspension by the Agency in accordance with ITT Clause 3.5, at the date of the deadline for Tender submission or thereafter before contract signature, shall be disqualified.
- 4.6 Government-owned enterprises shall be eligible only if they can establish that they are legally and financially autonomous and operate under commercial law.
- 4.7 Tenderers shall provide such evidence of their continued eligibility satisfactory to the Procuring Entity, as the Procuring Entity shall reasonably request.

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5. Eligible Goods and Related Services

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

B. Tendering Document

6. Contents of Tendering Document

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

PART 1 Tendering Procedures

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

PART 2 Statement of Requirements

- Section 6. Statement of Requirements

PART 3 Contract

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

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7. Clarification of Tendering Document

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

8. Amendment of Tendering Document

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

C. Preparation of Tenders

9. Cost of Tendering

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

10. Language of Tender and Communications

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

11. Documents Comprising the Tender

The Tender shall comprise the following:

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

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- (d) documentary evidence in accordance with ITT Clause 16 establishing the Tenderer's eligibility to Tender;
 - (e) documentary evidence in accordance with ITT Clause 17 establishing that the Goods and Related Services to be supplied by the Tenderer are of eligible origin;
 - (f) documentary evidence in accordance with ITT Clauses 18 and 30, that the Goods and Related Services conform to the Tendering Documents;
 - (g) documentary evidence in accordance with ITT Clause 19 establishing the Tenderer's qualifications to perform the contract if its Tender is accepted;
 - (h) The Code of Ethical Conduct for Tenderers and Providers in accordance with ITT Clause 3.4; and
 - (i) any other document(s) required in the TDS.

12. Tender Submission Sheet and Price Schedules

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

- (a) the reference of the Tendering Document and the number of each addendum received;
- (b) a brief description of the Goods and Related Services offered;
- (c) the total Tender price;
- (d) any discounts offered and the methodology for their application;
- (e) the period of validity of the Tender;
- (f) a declaration of nationality of the Tenderer;
- (g) a commitment to adhere to the Code of Ethical Conduct for Tenderers and Providers;
- (h) 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;
- (i) confirmation that the Tenderer has not been suspended by the Agency;
- (j) a declaration on gratuities and commissions; and

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

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

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- (c) their country of origin and percentage of local produced content (where applicable);
 - (d) the quantity;
 - (e) the unit prices, with a separate unit price ex-factory and for delivery and incidental costs according to the delivery terms (Incoterms);
 - (f) customs duties and all taxes paid or payable in Eswatini;
 - (g) the total price per item;
 - (h) subtotals and totals per Price Schedule; and

13. Alternative Tenders

13.1 Alternative Tenders shall not be permitted.

14. Tender Prices and Discounts

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

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

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

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

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

14.6 Prices quoted on the Price Schedule for Goods and Related Services, shall be disaggregated, when appropriate as indicated in this sub-clause. This disaggregation shall be solely for the purpose of facilitating the comparison of Tenders by the Procuring entity. This shall not in any way limit the Procuring Entity's right to contract on any of the terms offered:

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

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

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

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

15. Currencies of Tender

15.1 Tender prices shall be quoted in the following currencies:

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

15.2 Alternatively, the Procuring entity may request that prices quoted be expressed in the currency specified in the TDS. If the Tenderer wishes to be paid in a currency or a combination of currencies different from the one in which it was requested to express its quotation, it shall as part of its offer:

- (a) indicate its requirement to be paid in other currencies, including the amount in each currency or the percentage of the quoted price corresponding to each currency;
- (b) justify, to the Procuring entity's satisfaction, the requirement to be paid in the currencies requested; and
- (c) utilize the rate of exchange specified by the Procuring entity to express its offer in the currency required by the Procuring entity. The source, date, and type of exchange rate to be used is indicated in the TDS, in accordance with ITT Clause 34, and shall not precede the Tender submission deadline by less than twenty-one (21) days. Should this date be a non-working day, the selling exchange rate

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

16. Documents Establishing the Eligibility of the Tenderer

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

17. Documents Establishing the Eligibility of Goods

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

18. Documents Establishing the Conformity of the Goods

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

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

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

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

19. Documents Establishing the Qualifications of the Tenderer

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

20. Period of Validity of Tenders

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

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

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

21. Tender Security or Tender Securing Declaration

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

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

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

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

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

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

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

If the successful Tenderer fails to:

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

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

22. Format and Signing of Tender

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

D. Submission and Opening of Tenders

23. Sealing and Marking of Tenders

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

24. Deadline for Submission of Tenders

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

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25. Late Tenders

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

26. Withdrawal and Replacement of Tenders

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

- (a) submitted in accordance with ITT Clauses 22 and 23 (except that withdrawals notices do not require copies), and in addition, the respective envelopes shall be clearly marked “WITHDRAWAL,” or “REPLACEMENT,” and
- (b) received by the Procuring entity prior to the deadline prescribed for submission of Tenders, in accordance with ITT Clause 24.

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

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

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

27. Tender Opening

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

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

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

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

27.3 All other envelopes shall be opened one at a time, reading out: the name of the Tenderer; the Tender price, per lot where applicable, including any discounts; the presence of a Tender Security or Tender Securing Declaration, if required; and any

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

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

E. Evaluation of Tenders

28. Confidentiality

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

29. Clarification of Tenders

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

30. Compliance and Responsiveness of Tenders

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

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- (b) is inconsistent with the Tendering document and which may in a substantial way, limit the rights of the procuring entity or the obligations of the Tenderer under the contract;
- (c) if corrected would unfairly affect the competitive position of the other Tenderers whose Tenders are administratively compliant and responsive; or
- (d) impacts the key factors of a procurement including cost, risk, time and quality and causes -
 - (i) unacceptable time schedules, where it is stated in the Tendering document that time is of the essence;
 - (ii) unacceptable alternative technical details, such as design, materials, workmanship, specifications, standards or methodologies; or
 - (iii) unacceptable counter-Tenders with respect to key contract terms and conditions, such as payment terms, price adjustment, liquidated damages, sub-contracting or warranty.

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

31. Nonconformities, Errors, and Omissions

- 31.1 Provided that a Tender is substantially compliant and responsive, the Procuring entity may waive any non-conformity or omissions in the Tender that does not constitute a material non-conformity.
- 31.2 Provided that a Tender is substantially compliant and responsive, the Procuring entity may request that the Tenderer submit the necessary information or documentation, within a reasonable period of time, to rectify nonmaterial nonconformities or omissions in the Tender related to documentation requirements. Such omission shall not be related to any aspect of the price of the Tender. Failure of the Tenderer to comply with the request may result in the rejection of its Tender.
- 31.3 Provided that a Tender is substantially compliant and responsive, the Procuring entity shall rectify nonmaterial nonconformities or omissions. To this effect, the Tender price shall be adjusted, for comparison purposes only, to reflect the price of the missing or non-conforming item or component. The cost of any missing items will be added to the Tender price using the highest price from other Tenders submitted.
- 31.4 Provided that the Tender is substantially compliant and responsive, the Procuring entity shall correct arithmetic errors on the following basis:
- (a) if there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected, unless in the opinion of the Procuring entity there is an obvious misplacement of the decimal point in the unit price, in which case the total price as quoted shall govern and the unit price shall be corrected;
 - (b) if there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail, and the total shall be corrected; and

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

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

32. Preliminary Examination of Tenders – Eligibility and Administrative Compliance

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

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

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

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

- (a) the Tender Submission Sheet, including:
- (i) a brief description of the Goods and Related Services offered;
 - (ii) the price of the Tender; and
 - (iii) the validity date of the Tender;
- (b) the Price Schedule;
- (c) written confirmation of authorisation to commit the Tenderer, i.e. power of attorney; and
- (d) a Tender Security or Tender Securing Declaration, if applicable.

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

33. Detailed Commercial and Technical Evaluation

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

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

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

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

34 Conversion to Single Currency

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

35. Margin of Preference for international tenders

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

36. Financial evaluation of Tenders

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

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

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

36.4 To financially compare Tenders, the Procuring entity shall:

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

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- (b) correct any arithmetic errors in accordance with ITT Sub-Clause 31.4;
- (c) apply any unconditional discounts offered in accordance with ITT Sub-Clause 12.1(d);
- (d) make adjustments for any nonmaterial nonconformities and omissions in accordance with ITT Sub-Clause 31.3;
- (e) apply any non-cost factors in accordance with ITT Sub-Clause 36.3;
- (f) convert all Tenders to a single currency in accordance with ITT Clause 34;
- (g) apply any margin of preference in accordance with ITT Clause 35;
- (h) determine the total evaluated price of each Tender.

37. Determination of Best Evaluated Tender(s)

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

38. Post-qualification of the Tenderer

- 38.1 The Procuring entity shall determine to its satisfaction whether the Tenderer that is selected as having submitted the best evaluated Tender is qualified to perform the Contract satisfactorily. Where appropriate, details of post-qualification shall be stated in the TDS.
- 38.2 The determination shall be based upon an examination of the documentary evidence of the Tenderer's qualifications submitted by the Tenderer, pursuant to ITT Clause 19, to clarifications in accordance with ITT Clause 29 and the qualification criteria indicated in Section 3, Evaluation Methodology and Criteria. Factors not included in Section 3 shall not be used in the evaluation of the Tenderer's qualification.
- 38.3 An affirmative determination shall be a prerequisite for award of the Contract to the Tenderer. A negative determination shall result in disqualification of the Tender, in which event the Procuring entity shall proceed to the next best evaluated Tender to make a similar determination of that Tenderer's capabilities to perform satisfactorily.
- 38.4 If pre-qualification has been conducted, no post-qualification will be conducted but pre-qualification information shall be verified.

39. Negotiations

Negotiations are prohibited under this procedure.

F. Award of Contract

40. Award Procedure and Notice of Intention to award

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

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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.

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46. Advance Payment and Security

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

47. Procurement Related Complaints and Administrative Review

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

48. Abnormal Low and Abnormally High Prices

48.1 Abnormally Low Prices

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

48.2 Abnormally High Prices

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

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

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

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

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Section 2: Tender Data Sheet

Instructions to Tenderers Reference	Data relevant to the ITT																																		
A. General																																			
ITT 1.1	The Procuring entity is: Matsapha Town Council																																		
ITT 1.1	The subject of procurement is: Annual Sources of Supply																																		
ITT 1.1	The Procurement Reference number of the Tendering Document is: Tender Number 01 of 2026/27																																		
ITT 1.1	The number and identification of lots comprising this Tendering Document is:																																		
	<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 10%;">Lot No.</th> <th style="text-align: center;">Tender name</th> </tr> </thead> <tbody> <tr> <td style="text-align: center;">1.</td> <td>Supply and delivery of office stationery</td> </tr> <tr> <td style="text-align: center;">2.</td> <td>Supply and delivery of corporate branding materials</td> </tr> <tr> <td style="text-align: center;">3.</td> <td>Supply and delivery of domestic street lighting, traffic lights and electrical equipment</td> </tr> <tr> <td style="text-align: center;">4.</td> <td>Supply and delivery of cleaning chemicals/ detergents and toilet paper.</td> </tr> <tr> <td style="text-align: center;">5.</td> <td>Supply and delivery of computer hardware and supplies.</td> </tr> <tr> <td style="text-align: center;">6.</td> <td>Supply and delivery of personal and protective clothing (PPE)</td> </tr> <tr> <td style="text-align: center;">7.</td> <td>Supply of Tyres and tubes, fitting and wheel alignment</td> </tr> <tr> <td style="text-align: center;">8.</td> <td>Supply and delivery of building material and hand tools (C1) CIC Certificate</td> </tr> <tr> <td style="text-align: center;">9.</td> <td>Supply and delivery of gravel, plaster and river sand.</td> </tr> <tr> <td style="text-align: center;">10.</td> <td>Supply and delivery of street signs, and symbolic safety</td> </tr> <tr> <td style="text-align: center;">11.</td> <td>Supply and delivery of designing and printing of council documents</td> </tr> <tr> <td style="text-align: center;">12.</td> <td>Supply and delivery of brush cutters and consumables.</td> </tr> <tr> <td style="text-align: center;">13.</td> <td>Provision of pipe jetting and drain cleaning services. (C6) CIC CERTIFICATE</td> </tr> <tr> <td style="text-align: center;">14.</td> <td>Supply and delivery of refreshments, décor and catering services for Council Events. .</td> </tr> <tr> <td style="text-align: center;">15.</td> <td>Supply and delivery of street lighting reticulation services (E3) CIC CERTIFICATE</td> </tr> <tr> <td style="text-align: center;">16.</td> <td>Heavy Plant hire</td> </tr> </tbody> </table>	Lot No.	Tender name	1.	Supply and delivery of office stationery	2.	Supply and delivery of corporate branding materials	3.	Supply and delivery of domestic street lighting, traffic lights and electrical equipment	4.	Supply and delivery of cleaning chemicals/ detergents and toilet paper.	5.	Supply and delivery of computer hardware and supplies.	6.	Supply and delivery of personal and protective clothing (PPE)	7.	Supply of Tyres and tubes, fitting and wheel alignment	8.	Supply and delivery of building material and hand tools (C1) CIC Certificate	9.	Supply and delivery of gravel, plaster and river sand.	10.	Supply and delivery of street signs, and symbolic safety	11.	Supply and delivery of designing and printing of council documents	12.	Supply and delivery of brush cutters and consumables.	13.	Provision of pipe jetting and drain cleaning services. (C6) CIC CERTIFICATE	14.	Supply and delivery of refreshments, décor and catering services for Council Events. .	15.	Supply and delivery of street lighting reticulation services (E3) CIC CERTIFICATE	16.	Heavy Plant hire
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Instructions to Tenderers Reference	Data relevant to the ITT								
ITT 1.1	<p>The number and identification of lots comprising this Tendering Document is:</p> <table border="1" data-bbox="395 450 1385 674"> <thead> <tr> <th data-bbox="400 456 491 528">Lot No.</th> <th data-bbox="496 456 1380 528">Tender name</th> </tr> </thead> <tbody> <tr> <td data-bbox="400 535 491 580">17.</td> <td data-bbox="496 535 1380 580">Air-conditioning maintenance services (E3) CIC CERTIFICATE</td> </tr> <tr> <td data-bbox="400 586 491 631">18.</td> <td data-bbox="496 586 1380 631">Supply and Delivery of Asphalt overlay (C1) CERTIFICATE</td> </tr> <tr> <td data-bbox="400 638 491 683">19.</td> <td data-bbox="496 638 1380 683">Supply and delivery of Bitumen Products</td> </tr> </tbody> </table> <p>The maximum number of Lots a Tenderer may enter for is: 5 lots.</p>	Lot No.	Tender name	17.	Air-conditioning maintenance services (E3) CIC CERTIFICATE	18.	Supply and Delivery of Asphalt overlay (C1) CERTIFICATE	19.	Supply and delivery of Bitumen Products
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19.	Supply and delivery of Bitumen Products								
ITT 5.5	<p>The Tenderer shall not be required to include with its Tender, documentation from the Manufacturer of the Goods, that it has been duly authorised to supply, in Eswatini, the Goods indicated in its Tender by submitting the Manufacturers Authorisation Form in Section 4 Tendering Forms.</p>								
B. Tendering Document									
ITT 7	<p>For clarification purposes only, the Procuring entity's address is:</p> <p>Attention: Fikile Mazibuko</p> <p>Physical Address: Matsapha Town Council Corner Airport & Police College Road P.O. Box 1790 Matsapha</p> <p>Electronic mail address: mazibukof@matsapha.co.sz Telephone: (+268) 2518 6637/ 2518 8235</p>								
ITT 7	<p>The Procuring entity will respond to any request for clarification provided that such request is received no later than 06th February 2026</p>								
C. Preparation of Tenders									
ITT 10.2	<p>The language for the Tender is English</p>								
ITT 11 (h)	<p>Not Applicable</p>								
ITT 14.5	<p>The Incoterms edition is: 2020</p>								
ITT 14.6(a)(i)	<p>For Goods, the Tenderer shall quote prices using the following Incoterms: CIF</p>								
ITT 14.7	<p>The prices quoted by the Tenderer shall be: Subject to adjustment</p>								

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Instructions to Tenderers Reference	Data relevant to the ITT
ITT 15.1(a)	For Goods and Related Services originating in Eswatini the currency of the Tender shall be: Emalangeni
ITT 15.1(b)	For Goods and Related Services originating outside of Eswatini the currency of the Tender shall be: Emalangeni
ITT 18.3	Tenderers <i>shall not</i> provide a representative sample of the Goods as detailed in Section 6 Statement of Requirements.
ITT 20.1	Tenders shall be valid until 18th May 2026
ITT 21.1	A Tender Securing Declaration <i>shall</i> be required.
ITT 21.3	The Tender Security or Tender Securing Declaration shall be valid until 15 th June 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: Attention: The Acting Town Clerk Physical Address: Matsapha Town Council Offices Corner Airport & Police College Road P.O. Box. 1790 Matsapha The deadline for Tender submission is: 13 th February 2026 Date and Time (SAST): 10:00 a.m.
ITT 27.1	The Tender opening shall take place at: Physical Address: Matsapha Town Council Offices Corner Airport & Police College Road P.O. Box. 1790 Matsapha Date and Time (SAST): Time: 13 th February 2026 at 10:00 hrs

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Instructions to Tenderers Reference	Data relevant to the ITT
E. Evaluation of Tenders	
ITT 34	<p>The currency that shall be used for financial evaluation purposes to convert all Tender prices expressed in various currencies into a single currency is: Emalangeni</p> <p>The source of exchange rate shall be: Central Bank of Eswatini. The date for the exchange rate shall be: <i>13th February 2026</i></p>
ITT 35.1	A margin of preference <i>shall</i> not apply.
F. Award of Contract	
ITT 42.1	<p>The maximum percentage by which quantities may be increased is: <i>[0-10%]</i></p> <p>The maximum percentage by which quantities may be decreased is: <i>[0-10%]</i></p>
ITT 46.1	The Advance Payment shall be limited to 0% percent of the Contract Price.
ITT 47.1	<p>The procedures for lodging a Procurement-related Complaint shall be regulated by section 46 through 49 of the public procurement Act accessible in the ESPPRA website https://esppra.co.sz</p> <p>If a Tenderer wishes to lodge a Procurement-related Complaint, the Tenderer shall submit its complaint following these procedures, in writing to:</p> <p>Title/position: <i>Procurement Officer</i></p> <p>Procuring Entity: <i>Matsapha Town Council</i></p> <p>Email address: <i>mazibukof@matsapha.co.sz</i></p>

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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	Certificate of Incorporation Trading License Form C Form J Relevant CIC permits as included under ITT 1.1 of the TDS.
(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	A signed declaration by the by the bidder.

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	Eligibility Requirement	Documentary Evidence to be Provided by the Tenderer
	legal proceedings for any of the foregoing.	
(c)	The Tenderer has fulfilled its obligations to pay taxes	Tax Compliance Certificate issued by Eswatini Revenue Services
(d)	The Tenderer has fulfilled its obligations to social security contributions	ENPF compliance certificate
(e)	The Tenderer adheres to basic labour legislation	Labour compliance certificate
(f)	The Tenderer does not have a conflict of interest in relation to the procurement requirement	A signed declaration by the bidder
(g)	The Tenderer, or any of its directors or officers, have not been convicted of any criminal offence relating to professional conduct or the making of false statements or misrepresentations as to its qualifications to enter into a procurement contract within a period of five years preceding the commencement of procurement proceedings.	Police Clearance reports for the directors.
(h)	The Tenderer is not subject to a 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.	Tender Eligibility declaration

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

¹ Refers to suspension by the Eswatini Public Procurement Regulatory Agency

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- (iii) the execution of the entire Contract, including payment, shall be done exclusively with the partner in charge.
- (b) a Power of Attorney from each member of the JV nominating a Representative in the JV and a Power of Attorney from the JV nominating a representative who shall have the authority to conduct all business for and on behalf of any and all the parties of the JV during the Tendering process and, in the event the JV is awarded the Contract, during contract execution.

4. Administrative Compliance Criteria

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

C Technical Evaluation Criteria

5. Commercial Criteria

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

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

6. Technical Criteria

- 6.1 Technical responsiveness shall be evaluated in accordance with ITT Clause 33.3.
- 6.2 The Statement of Requirements details the minimum technical requirements. Responsiveness is determined by comparison of the specification offered to the specification required in Section 6 and the evaluation is conducted on a pass/fail basis. Substantial responsiveness shall be considered a pass.
- 6.3 Council intends to award the contract on the basis of proven ability by the tenderer to carry out the assignment, a clear understanding of the issues, relevant experience, a rigorous approach to managing the collating of the available data and an ability to complete specific elements of the assignment on time.
- 6.4 The evaluation committee, appointed by the Council shall evaluate the Tender on the basis of the following factors:

	Description	Evidence	Yes	No	Remarks
(a)	Adequacy and compliance to the specifications and standards	Submission of all required documents			
(b)	Delivery within the required time (3 to 14 working days depending on lot)	Supplier provides a clear proposed delivery schedule, details of distribution network, transport, lead times, stock availability, and contingency plans.			

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	Description	Evidence	Yes	No	Remarks
(c)	Specific experience and past performance of the Tenderer related to the assignment	List of similar contracts or purchase orders or Completion certificates for projects			
d)	Prices and quality of the goods quoted	Price schedule			
e)	Financial Capacity	Audited Financial Statements (last 2 to 3 years) or Bank statements up to 12 months			
f)	References (at least 3)	Reference letters			
g)	Site visit	Site visit attendance register and availability of stock, equipment or signed agreements with other vendors			

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 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 The TDS specifies that a margin of preference is not applicable, for the purpose of this Tender.

10. Determination of Best Evaluated Tender or Tenders

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

Standard Tender Document for Goods

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Section 4: Tendering Forms

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Part 1: Section 4 Tendering Forms

[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) 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;
- (d) 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
- (e) 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]*;
- (f) 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;
- (g) 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;
- (h) 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;
- (i) 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;
- (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]*

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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 _____

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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

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Part 1: Section 4 Tendering Forms

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

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

AUTHORISED SIGNATORY

NAME OF TENDERER

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Part 1: Section 4 Tendering Forms

Tenderers must use the below forms of tender to fill up the price list. **No other pricelists will be considered.**

Price Schedule for Goods and Related Services

Provide the Price Schedule for the lot(s) selected in your tender submission.

LOT 1 - SUPPLY AND DELIVERY OF OFFICE STATIONERY

<u>Quantity</u>	<u>Description</u>	<u>Unit price</u>	<u>Amount</u>
	A4 Colour photocopying papers (box) (preferably Typek)		
	A4 White (box) (preferably Typek)		
	A3 paper white (box) (preferably Typek)		
	Desk pads A4		
	A4 file hangers/ suspension(box) Arch lever files		
	Post –it tape tags		
	Post- it – all sizes		
	Tags		
	A5 shorthand notebooks		
	Staplers		
	Spiral binder		
	Rubber bands		
	Stamp		
	Paper clips		
	Rulers scales rulers Scissors		
	Paper puncher small		
	Puncher – large Cello		
	Tape highlighter pens		
	Glue sticks		
	Box files Staple		
	Pens Bic ball points		
	Stamp pads		

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	2 Quire exercise books		
	Stapler remover		
	Masking tape		
	Clipboard		
	1 Quire		
	Notice board pins		
	Permanent markers Bostic		
	Giant puncher Transparent		
	Drawing pins		
	Plastic cover and letter opener		
	Adhesive labels		
	Flip chart stand		
	Flip chart papers		
	Box files		
	pencil refill		
	A4 tokai sheets		
	Flash Drives 32GB		
	700MB CDs Rewritable		
	4700MB DVD Rewritable		
	A4 Clear Sheet for binding documents		
	File dividers A-Z & Jan to Dec Clutch		
	Pocket correction pen (preferably Pentel) Hi-TechPoint v5 extra (PreferablyPilot) fine(box) Desk tidy		
	Flash Drives 14GB		
	Flash Drives 16GB		
	DESK Cube Refills		

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LOT 2 - SUPPLY AND DELIVERY OF CORPORATE BRANDING MATERIALS

DESCRIPTION	UNIT PRICE
Emagebesha	
Office pen	
Umbrella	
Gift bag	
Blazer pins	
Key holders	
Emahiya	
Bandana	
Bag	
Water bottle	
Golf t-shirt	
Round shirt (embroided)	
Round shirt (printed)	
Corporate branded caps	
Jackets	
Corporate branded neck ties	
Corporate branded scarfs	

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**LOT 3 - SUPPLY AND DELIVERY OF DOMESTIC STREET LIGHTING, TRAFFIC LIGHTS
AND ELECTRICAL EQUIPMENT**

#	DESCRIPTION	UNIT (SZL)	PRICE	ITEM CODE
<i>Cont.</i>				<i>For Council use</i>
G	<i>STREET LIGHTS FITTINGS & SPARES</i>			
1	250w high pressure sodium lamps (tubular)			
2	400w high pressure sodium lamps (tubular)			
3	250w high pressure sodium lamps (elliptical)			
4	400w high pressure sodium lamps (elliptical)			
5	400w metal hallide lamps			
6	1000w metal hallide lamps			
7	1000w H.P.S lamps			
8	2000w metal hallide lamps			
9	125w ballast			
10	250w ballast			
11	400w ballst			
12	1000w ballast			
13	2000w ballast			
14	Ignitor (40-100w)			
15	Ignitor (1000w)			
16	Wooden pole street light bracket (0.5m outreach)			
17	Wooden pole street light bracket (1m outreach)			
18	Wooden pole street light bracket (1.5m outreach)			
19	Streetlight spigot (single)			
20	Streetlight spigot (double)			
21	Streetlight spigot (triple)			
22	Streetlight spigot (quart - 4)			
23	Floodlight spigot (single)			
24	Floodlight spigot (double)			
25	Floodlight spigot (triple)			
25	Floodlight spigot (quart - 4)			

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#	DESCRIPTION	UNIT PRICE (SZL)	ITEM CODE
<i>Cont.</i>			<i>For Council use</i>
G	<i>STREET LIGHTS FITTINGS & SPARES</i>		
c	1000w		
d	2000w		
26	<i>FLOOD LIGHTS</i>		
27	<i>GALVANISED STREET LIGHT POLES</i>		
	Mounting height	Outreach	
a	6m	Post top	
b	6m	0.5m (single)	
c	8m	0.5m (single)	
d	9m	0.5m (single)	
e	9m	1m (double)	
f	10m	0.5m (single)	
g	10m	1m (double)	
h	12m	0.5m (single)	
i	12m	1m (double)	
j	14m	0.5m (single)	
k	14m	1m (double)	
l	16m	0.5m (single)	
m	16m	1m (double)	
28	<i>GALVANISED STREET LIGHT POLES ONLY</i>		
a	6m		
b	8m		
c	9m		
d	10m		
e	12m		
f	14m		

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#	DESCRIPTION	UNIT PRICE (SZL)	ITEM CODE
<i>Cont.</i>			<i>For Council use</i>
G	<i>STREET LIGHTS FITTINGS & SPARES</i>		
29	125w mercury vapour Post top		
30	150w high pressure sodium Post top		
31	250w mercury vapour side entry		
32	125w mercury vapour side entry		
33	250w high pressure sodium side entry		
34	125w B40 light fittings		
35	Daylight switch (national)		
36	7 Days timer switch		
37	Built in daylight switch (DN2)		
38	220v - 230v 3Φ Contactor (D32)		
39	220v - 230v 3Φ Contactor (D50)		
40	220v - 230v 3Φ Contactor (D95)		
41	N.B Contactors should strictly consist of 220v coils		
42	Spare coils (for above contactors)		
43	LX D2 220V		
44	LX1 D6 220V		
H	<i>CABLES & ACCESSORIES</i>		
1	1.5mm House wire (All Colours)		
2	2.5mm House wire (All Colours)		
3	4mm House wire (All Colours)		
4	6mm House wire (All Colours)		
5	10mm House wire (All Colours)		
6	16mm House wire (All Colours)		
7	2.5mm illumination cable		
8	1.5mmx2core + E Suffix cable		
9	1.5mmx3core + E Suffix cable		
10	1.5mmx4core + E Suffix cable		
11	2.5mmx2core + E Suffix cable		
12	2.5mmx3core + E Suffix cable		
13	2.5mmx4core + E Suffix cable		

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#	DESCRIPTION	UNIT PRICE (SZL)	ITEM CODE
<i>Cont.</i>			<i>For Council use</i>
H	CABLES & ACCESSORIES		
14	4mmx2core + E Suffix cable		
15	4mmx3core + E Suffix cable		
16	4mmx4core + E Suffix cable		
17	6mmx2core + E Suffix cable		
18	6mmx3core + E Suffix cable		
19	6mmx4core + E Suffix cable		
20	1.5mmx2core flexible cable		
21	1.5mmx3core flexible cable		
22	1.5mmx4core flexible cable		
23	2.5mmx2core flexible cable		
24	2.5mmx3core flexible cable		
25	2.5mmx4core flexible cable		
26	Extension reels only - 50m		
27	Extension reels only - 100m		
28	4mmx2core flexible cable		
29	4mmx3core flexible cable		
30	4mmx4core flexible cable		
31	2.5mmx2core SWA cable		
32	2.5mmx3core SWA cable		
33	2.5mmx4core SWA cable		
34	2.5mmx5core SWA cable		
35	2.5mmx6core SWA cable		
36	2.5mmx7core SWA cable		
37	1.5mmx19core SWA cable		
38	1.5mmx12core SWA cable		

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#	DESCRIPTION	UNIT PRICE (SZL)	ITEM CODE
<i>Cont.</i>			<i>For Council use</i>
H	CABLES & ACCESSORIES		
39	4mmx2core SWA cable		
40	4mmx3core SWA cable		
41	4mmx4core SWA cable		
42	6mmx2core SWA cable		
43	6mmx3core SWA cable		
44	6mmx4core SWA cable		
45	10mmx2core SWA cable		
46	10mmx3core SWA cable		
47	10mmx4core SWA cable		
48	16mmx2core SWA cable		
49	16mmx3core SWA cable		
50	16mmx4core SWA cable		
51	MX1 Splicing kit		
52	MX2 Splicing kit		
53	MX3 Splicing kit		
54	Size 0 steel gland + shraud		
55	Size 1 steel gland + shraud		
56	Size 2 steel gland + shraud		
57	Size 3 steel gland + shraud		
58	Size 4 steel gland + shraud		
59	Utility box No. 0		
60	Utility box No. 1		
61	Size 0 PVC gland		
62	Size 1 PVC gland		
63	Size 2 PVC gland		

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#	DESCRIPTION	UNIT PRICE (SZL)	ITEM CODE
<i>Cont.</i>			<i>For Council use</i>
H	CABLES & ACCESSORIES		
64	7mm round cable clips		
65	8mm round cable clips		
66	9mm round cable clips		
67	10mm round cable clips		
68	11mm round cable clips		
69	12mm round cable clips		
70	20mm round cable clips		
71	7mm flat cable clips		
72	8mm flat cable clips		
73	16mm ferrules		
74	10mm ferrules		
75	6mm ferrules		
76	4mm ferrules		
77	2.5mm ferrules		
78	16 x 8 lugs		
79	10 x 8 lugs		
80	6 x 8 lugs		
81	4 x 8 lugs		
82	2.5 x 8 lugs		
83	PIPE POLYDUCT BLACK, SLEEVE PIPE		
I	OVERHEAD POWER LINE HARDWARE		
1	GOPHER CONDUCTOR		
2	INSULATED GOPHER CONDUCTOR		
3	GOPHER PREF. DEAD END		
4	D-IRON		
5	REEL INSULATOR		
6	M16X250 BOLTS		

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#	DESCRIPTION	UNIT PRICE (SZL)	ITEM CODE
<i>Cont.</i>			<i>For Council use</i>
I	OVERHEAD POWER LINE HARDWARE		
7	M16X300 BOLTS		
8	6 FT EARTH ROD + CLAMP		
9	10mm AIRDAC CABLE		
10	AIRDAC SUSPENSION CLAMP		
11	PIG TAIL SCREW		
12	STAY ROD - M16		
13	STAY INSULATOR		
14	STAY WIRE		
15	POLE MAKE OFF		
16	STAY STRAP		
17	GUY GRIP		
18	CURVED WASHERS		
19	P.G CLAMPS (single bolt)		
20	PIN INSULATORS		
21	PIN SPINDLES		
22	TREATED POLES		
	Recommended supplier: <i>Swazi treated timber</i>		
1	140 - 160mm x 10m		
2	140 - 160mm x 9.3m		
3	140 - 160mm x 11m		
4	140 - 160mm x 16m		
5	160 - 180mm x 1.2m		
J	WIRING ACCESSORIES		
1	50mm P.V.C CONDUIT (S.A.B.S. APP)		
2	50mm COUPLING		
3	50mm ADAPTOR		
4	50mm SOLID BEND		
5	50mm GALV. SADDLE		
6	32mm P.V.C CONDUIT (S.A.B.S. APP)		

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#	DESCRIPTION	UNIT PRICE (SZL)	ITEM CODE
<i>Cont.</i>			<i>For Council use</i>
J	WIRING ACCESSORIES		
7	32mm COUPLING		
8	32mm ADAPTOR		
9	32mm SOLID BEND		
10	32mm GALV. SADDLE		
11	25mm P.V.C CONDUIT (S.A.B.S. APP)		
12	25mm COUPLING		
13	25mm ADAPTOR		
14	25mm SOLID BEND		
15	25mm GALV. SADDLE		
16	20mm P.V.C CONDUIT (S.A.B.S. APP)		
17	20mm COUPLING		
18	20mm ADAPTOR		
19	20mm SOLID BEND		
20	20mm GALV. SADDLE		
21	20mm UNIVERSAL BOX		
22	20mm T-INSPECTION BOX		
23	20mm 1-WAY BOX		
24	20mm 2-WAY BOX		
25	20mm 3-WAY BOX		
26	20mm 4-WAY BOX		
27	20mm Y BOX		
28	20mm U BOX		
29	P.V.C GLUE		
30	4x2 GEM BOX		
31	4x4 GEM BOX		
32	4x2 EXT. BOX		
33	4x4 EXT. BOX		
34	SINGLE PHASE METER BOX PAINTED		
35	SINGLE PHASE METER BOX FIBER		
36	THREE PHASE METER BOX PAINTED		

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#	DESCRIPTION	UNIT PRICE (SZL)	ITEM CODE
<i>Cont.</i>			<i>For Council use</i>
J	WIRING ACCESSORIES		
37	SINGLE PHASE METER BOX GALVANISED		
38	THREE PHASE METER BOX GALVANISED		
39	THREE PHASE METER BOX FIBER		
40	6-WAY DISTRIBUTION BOARD - SURFACE		
41	8-WAY DISTRIBUTION BOARD-SURFACE		
42	8-WAY DISTRIBUTION BOARD-FLUSH		
43	12-WAY DISTRIBUTION BOARD - SURFACE		
44	12-WAY DISTRIBUTION BOARD – FLUSH		
45	16-WAY DISTRIBUTION BOARD - SURFACE		
46	16-WAY DISTRIBUTION BOARD – FLUSH		
47	4ft EARTH SPIKE + CLAMP		
48	STARNDARD BOX LID		
49	OVERSIZE BOX LIDS		
50	ROOF SHACKLE (STRAP ONLY)		
51	ROOF BOX		
52	4x4 BLANK COVER		
53	4x2 BLANK COVER		
54	INTERMEDIATE SWITCH		
55	1 LEVER 1-WAY SWITCH		
56	1 LEVER 2-WAY SWITCH		
57	1 LEVER COVER PLATES		
58	2 LEVER 1-WAY SWITCH		
59	2 LEVER COVER PLATES		
60	3 LEVER 1-WAY SWITCH		
61	3 LEVER COVER PLATES		
62	4 LEVER 1-WAY SWITCH		
63	4 LEVER COVER PLATES		
64	1LEVER 1-WAY INDUSTRIAL SWITCH		
65	2LEVER 1-WAY INDUSTRIAL SWITCH		
66	3LEVER 1-WAY INDUSTRIAL SWITCH		
67	2 - WAY MODULE-CRAB TREE		

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#	DESCRIPTION	UNIT PRICE	ITEM CODE
<i>Cont.</i>			<i>For Council use</i>
J	WIRING ACCESSORIES		
68	1 WAY CORD - OPERATED/PULL SWITCH		
69	2 WAY CORD - OPERATED/PULL SWITCH		
70	WATERPROOF ROTARY SWITCH		
71	TELEVISION OUTLET		
72	TELEPHONE OUTLET		
73	2x16A RUBBER JANUS COUPLER		
74	2x16A NYLON JANUS COUPLER		
75	M4x100 M/C SCREWS		
76	M4x75 M/C SCREWS		
77	M4x50 M/C SCREWS		
78	M4x40 M/C SCREWS		
79	M4x30 M/C SCREWS		
80	M4x20 M/C SCREWS		
81	M4x12 M/C SCREWS		
82	M5x100 M/C SCREWS		
83	M5x75 M/C SCREWS		
84	M5x50 M/C SCREWS		
85	M5x40 M/C SCREWS		
86	M5x30 M/C SCREWS		
87	M5x20 M/C SCREWS		
88	54 MODULE COPPER BUS BAR		
89	D.B LABEL – MAIN		
90	D.B LABEL - EARTH LEAKAGE		
91	D.B LABEL – PLUGS		
92	D.B LABEL – LIGHTS		
93	D.B LABEL – STOVE		
94	D.B LABEL – GYSER		
95	D.B LABEL - OUTSIDE BUILDING		
96	1 - WAY D.B BLANK COVERS		
97	2 - WAY D.B BLANK COVERS		
98	T120R CABLE TIES		
99	50L CABLE TIES		

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#	DESCRIPTION	UNIT PRICE (SZL)	ITEM CODE
<i>Cont.</i>			<i>For Council use</i>
J	WIRING ACCESSORIES		
100	50I CABLE TIES		
101	50R CABLE TIES		
102	30R CABLE TIES		
103	18R CABLE TIES		
104	INSULATION TAPE		
105	30A BLOCK CONNECTORS		
106	16A BLOCK CONNECTORS		
107	6A BLOCK CONNECTORS		
108	BUS-BAR INSULATOR		
109	50mm CABLE ENTRY DOWN PIPE		
110	FG4DD FREE STANDING KIOSK		
111	FG4SD FREE STANDING KIOSK		
112	FG6DD FREE STANDING KIOSK		
113	FG6SD FREE STANDING KIOSK		
114	FG12DD FREE STANDING KIOSK		
115	FG12SD FREE STANDING KIOSK		
116	FG18DD FREE STANDING KIOSK		
117	FG18SD FREE STANDING KIOSK		
118	FG24DD FREE STANDING KIOSK		
119	FG24SD FREE STANDING KIOSK		
120	100A ISOLATORS (specify make)		
121	150A ISOLATORS (specify make)		
122	200A ISOLATORS (specify make)		
123	250A ISOLATORS (specify make)		
124	300A ISOLATORS (specify make)		
125	400A ISOLATORS (specify make)		
126	8mm wall plugs		
127	8mm self-tapping screws		

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#	DESCRIPTION	UNIT PRICE (SZL)	ITEM CODE
			<i>For Council use</i>
K	<i>ELECTRICAL TOOLS</i>		
1	Lever hoist 0.5 ton		
2	NGK grip 2 ton, 4 - 22 (come along)		
	Recommended supplier: Major Tech		
3	14-piece spanner set (ROS 14)		
4	Cantilever Toolbox (TB420)		
5	Hex crimper (CTR03650)		
6	Crimper pre - insulated terminals (YYT7)		
7	Combination pliers (EPC0109)		
8	Long nose pliers (LP0106)		
9	Diagonal cutters (DP0108)		
10	8 Piece 100V screwdriver set (KTK0408)		
11	6 Piece Engine. screwdriver set (KTE0206)		
12	6pce 100V Nut driver set (KTIN0513)		
13	<i>NUT DRIVERS</i>		
a	4mm nut driver (KTN040)		
b	5mm nut driver (KTN050)		
c	5.5mm nut driver (KTN055)		
d	6mm nut driver (KTN060)		
e	7mm nut driver (KTN070)		
f	8mm nut driver (KTN080)		
g	9mm nut driver (KTN090)		
h	10mm nut driver (KTN0100)		
i	11mm nut driver (KTN0110)		
j	12mm nut driver (KTN0120)		
k	13mm nut driver (KTN0130)		
l	14mm nut driver (KTN0140)		
m	15mm nut driver (KTN0150)		
n	16mm nut driver (KTN0160)		
o	17mm nut driver (KTN0170)		

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LOT 4 - SUPPLY AND DELIVERY OF CLEANING MATERIALS & TOILET PAPER

DESCRIPTION	UNIT PRICE	AMOUNT
Dish washer 25 litres	E	E
Hand washing soap 25 litres		
Toilet paper bale of 48 rolls		
Soft brooms		
Waste cloth 5kg		
Feather Duster		
Handy Andy 25 litres		
Jik 25 litres		
Pink hand soap		
Cobra floor polish 5 litres		
Heavy duty mops		
5 litres buckets		
Yellow Dusters		
Air Freshener		
Soft Gloves		
Liquid soap		
Furniture polish (spray)		
Bass brooms		
Green bar		
Self-shine liquid polish		
Flies trap		
Refuse bags		
Gloves		

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LOT 5 - SUPPLY AND DELIVERY OF COMPUTER HARDWARE & COMPUTERS SUPPLIES

DESCRIPTION	UNIT PRICE	AMOUNT
EQUIPMENTS	E	E
Mouse		
Keyboard		
HDMI Cables		
Central processing unit (preferably HP)		
Motherboard (preferably HP)		
1KV Mecer UPS		
10KV Mecer UPS		
8GB DDR5		
LAPTOP MEMORY-8GB SO-DIMM		
LED Monitor 22''		
Power Supplies		
Projectors		
External SSDs		
Computer SSDs		
Wireless Access Point		
Laptops		
Desktops		
Networking toolkit		
RJ45 connectors		

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RJ45 boots		
Cat 6 UTP cable		
Network Points		
Computer general repair		
PABX System		
Fire Suppression System		
Networking Service		
Network Cabinets		
Network Switches		
Firewall (Sonic Wall)		
Conference Sound System		
Access Control System		
SOFTWARES		
Esset Endpoint Antivirus		
Windows 11 Pro		
Microsoft Office 365		
CARTRIDGES & TONERS		
Ribbon cartridge for (LX-350, 300, 300+II)		
LaserJet 05A (CE505D)		
Black-201A-CF400A		
Cyan-201A-CF401A		
Magenta-201A-CF403A		

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Yellow-201A-CF402A		
Black-125A-CB540A		
Cyan-125A-CB541A		
Yellow-125A-CB542A		
Magenta-125A-CB543A		

LOT 6 - SUPPLY & DELIVERY OF PERSONAL AND PROTECTIVE CLOTHING (PPE)

DESCRIPTION	UNIT PRICE
Durable quality Conti suits (navy blue, black, army green, red & grey)	
White round neck t-shirts	
Incinerator Suit	
Sweater shirts	
Dustcoat – grey	
Dustcoat – white	
T-shirt Round necks	
Aprons	
Thermal workman’s jackets	
Thermal V-neck jersey –black	
Workman half coat jacket	
Hats –khaki	
Rubberized rain suit man	
Workmen’s trousers	

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Workman shirts	
Freezer coat/suit	
Weatherproof trousers	
Weatherproof jackets	
All round leg protection with cut protection	
Safety goggles	
Safety helmets with visor muffs	
Safety gloves knobbed and lined	
Safety boot with steel toe cap- male	
Safety boot with steel toe cap –female	
Standard single half mask	
Male safety shoe with steel toe cap	
Respirator filters for gas and organic vapour	
Reflective safety jacket yellow/grey	
Safety belt harness life belt	
Elbow length leather gloves	
Hard hat / helmet	
Elbow length PVC gloves	
Wrist length PVC gloves	
Female overall	
Female gumboot	
Box disposable dust- masks 50's for road sweepers	
Respirators c/w cartridges single	
Set earmuffs	

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LOT 7 – SUPPLY OF TYRES AND TUBES, FITTING AND WHEEL ALIGNMENT

PLANT/VEHICLE	TYRE SIZE	PRICE PER TYRE
L.D.V	195 X R14 185/65 R14 265/65 R17 205/70 R21 C	
Sedan	185/60 R14	
Trucks	11R22.5 321/80 R22.5 (Refuse)	
Tractor (TLB) Front	11L – 16	
Rear	16.9 – 28	
Dyna	221/70R21	
IVECO	195 /70 R16C	
Tractor Front	10.00 – 16	
Rear	18.4 – 30	
Trailer	8.25 – 16	
Trailer	215/80 R13	
Call out charge around Matsapha		
Call out charge outside Matsapha		
Wheel alignment		

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LOT 8 - SUPPLY AND DELIVERY OF BUILDING MATERIALS & HAND TOOLS

CLCIC CERTIFICATE

DESCRIPTION	UNIT PRICE	AMOUNT (E)
<p>ROOFING SHEETS 0.6 mm corrugated sheets per metre 0.6 mm IBR sheets per meter</p> <p>TIMBER 30 X 114 mm Timber Rafters/m 30 X 210 mm Timber Rafters / m 76 mm x 50 mm Timber Purlins /m 30 x 314 mm Timber Branderings /m</p> <p>CEILING Hessian felt ceiling slabs Half round beads merranti Quadrant merranti Merranti cover strips 32 mm Merranti cover strips 44 mm Merranti skirting board Nuetec ceiling Rhino board ceiling</p> <p>IRON MONGERING Union mortice lock 4 lever Door hinges 25 kg x 100 mm wire nails 25 kg x 125 wire nails 1 kg x 100 mm wire nails 1 kg x 125 mm wire nails</p>		

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1kg x 63 mm wire nails

5 kg x 4 mm wire

5 kg x 4 mm wire

5 kg x hoop iron

Roll hoop iron

1 kg 93 mm concrete nails

1 kg 40 mm concrete nails

DOORS /FRAMES

9”h/d door frame

6”H/D door frame

4 1/2 h/d door frame

Timber door frame with sidelight

Timber door frame with two side lights

Solid exterior door s.a.p

Exterior printed door

Interior cat fold door

Interior sapele door

WINDOW FRAMES

NE 1

NG 1

ND 1

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NC 1		
NE 2		
NC 2		
ND 2		
NC 2 F		
ND 2 F		
NC 4 F		
ND 4 F		
ND 11 F		
NC 10		
C 24		
C 1 H		
C 2 H		
MISCELLANEOUS		
20 kg tile cement 5L		
Bonding Liquid Yale		
Padlock brassM14		
rawl bolts		
Butt hinges		
Union cylinder night latch loc		
Silicon sealant		
210 mm galv. Padbolt		
Sheets of mesh wire		
Half round PVC gutters		
Gutter Connectors		
Round offsets bends		
Plain PVC down pipe		

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Corrugated ridging		
210 mm x 12 mm asbestos facia		
210 mm corner facia joiners		
140 mm down pipe holders		
140 mm down pipes shoes		
125 mm gutter stop ends		
Half round down pipe clits		
Wire galvanised 1.6		
Fencing pliers 250 m / 102 m		
Manhole rings 750 x 500		
Barbed wire 50 kg		
Razor wire Treated poles		
Diamond disc 230mm		
Diamond disc 121mm		
Grinding disc 230mm		
Grinding disc 121mm		
Cutting disc 230mm		
Cutting disc 121mm		
Gauging trowel large		
Gauging trowel small		
Wooden float		
Steel float		
Plastic float		
Builders brush		

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LOT 9 - SUPPLY AND DELIVERY OF GRAVEL, RIVER AND PLASTER SAND

Material	Description	Unit	Unit Price
Gravel	6m ³ tipper load	No.	E
Gravel	10m ³ tipper load	No.	E
River Sand	6m ³ tipper load	No.	E
River Sand	10m ³ tipper load	No.	E
Plaster Sand	6m ³ tipper load	No.	E
Plaster Sand	10m ³ tipper load	No.	E
Top Soil	6m ³ tipper load	No.	E
Top Soil	10m ³ tipper load	No.	E

LOT 10 - SUPPLY AND DELIVERY OF STREET SIGNS AND SYMBOLIC SAFETY SIGNS

DESCRIPTION	UNIT PRICE E
Round with pole 450 mm	
Round with pole 600 mm	
Hexagonal with pole 450 mm	
Hexagonal with pole 600 mm	
Triangular with pole 450 mm	
Triangular with pole 600 mm	
Rectangular with poles 1.2 m x 900m	
Rectangular with poles 2.4 x 1.2 m	
Workmen sign with stand 600 mm	

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LOT 11 - SUPPLY AND DELIVERY OF DESIGNING AND PRINTING COUNCIL DOCUMENTS

DESCRIPTION	UNIT	PRICE
1. Annual report books		
2. Newsletter		
3. Cover BW inside		
4. leaflets		
5. Order books		
6. Files		
7. Diaries (see sample)		
8. Receipt books		
9. Rate clearance books		
10. Duplicate visitors access books		
11. Duplicate travel authority		
12. Duplicate fuel requisition book		
13. Equipment removal authority books		
14. Duplicate vehicle daily inspection books		
15. vehicle logbook		

LOT 12 - SUPPLY AND DELIVERY BRUSH CUTTERS & CONSUMABLES

DESCRIPTION	UNIT PRICE	AMOUNT (E)
FS 450 BRUSH CUTTER STIHL		
NYLON LINE 3.3 MM 6KG		
AUTOCUT 40 – 2 STIHL		

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**LOT 13 - SUPPLY OF PIPE JETTING AND DRAIN
CLEANING SERVICES**

C6 CIC CERTIFICATE

<u>No.</u>	<u>Description</u>	<u>Unit</u>	<u>Price</u>	<u>COMMENTS</u>
	Drain cleaning (inclusive of all hand tools, power tools, small equipment and plant if required)			
1.	<u>Concrete lined drains (fully silted)</u>			
1.1	with depth of 0 and up to 300mm and width of 0 and up to 300	m		
1.2	with depth of 301mm and up to 600mm and width of 301mm and up to 750mm	m		
1.2	with depth over 601mm and width over 751mm	m		
2	<u>Concrete lined drains (half silted)</u>			
2.1	with depth of 0 and up to 300mm and width of 0 and up to 300	m		
2.2	with depth of 301mm and up to 600mm and width of 301mm and up to 750mm	m		
2.3	with depth over 601mm and width over 751mm	m		
3	<u>Stone pitched drains (fully silted)</u>			
3.1	with depth of 0 and up to 300mm and width of 0 and up to 300	m		
3.2	with depth of 301mm and up to 600mm and width of 301mm and up to 750mm	m		
3.3	with depth over 601mm and width over 751mm	m		
4	<u>Stone pitched drains (half silted)</u>			
4.1	with depth of 0 and up to 300mm and width of 0 and up to 300	m		
4.2	with depth of 301mm and up to 600mm and width of 301mm and up to 750mm	m		
4.3	with depth over 601mm and width over 751mm	m		
5	<u>Pipe Jetting</u>			
5.1	Pipe size with diameter 300mm	m		
5.2	Pipe size with diameter 450mm	m		
5.3	Pipe size with diameter 600mm	m		
5.4	Pipe size with diameter 750mm	m		

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LOT 14 - SUPPLY AND DELIVERY OF REFRESHMENTS DÉCOR AND CATERING SERVICES

DESCRIPTION	PRICE
1. Office Meeting Meals	
2. Staff Parties	
3. Venue Decorations	
4. Farewell Parties	
5. Breakfast meeting meals	
6. Workshop Luncheon	

LOT 15 - SUPPLY AND DELIVERY OF STREET LIGHTING RETICULATION

SERVICES (E3) CIC CERTIFICATE

#	DESCRIPTION	PRICE (SZL)	<i>for Council use Leave blank</i>
1	Construction of 100m 2w LV		
2	Replacement of rotten wooden pole		
3	Excavating 10m trench, laying cable and backfilling		
4	Erecting galvanised or fibre street light pole and installing light fitting		
5	Plant R11 pole under existing line		
6	Fitting bracket and installing light fitting on wooden pole		
7	addition of 100m 1w LV on existing line		
8	General labour rate per hour per person		
9	Earthing - per pole		
10	Service High Mast light (replace ballasts, ignitors, bulbs etc.) Labour only		

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LOT 16 – HEAVY PLANT HIRE

ITEM	DESCRIPTION	UNIT	UNIT PRICE (E)	COUNCIL ITEM CODE
1)	Grader	Per hour		
2)	Heavy Duty Steel Drum Roller	Per hour		
3)	Heavy duty pad foot roller	Per hour		
4)	TLB	Per hour		
5)	Excavator 20Ton	Per hour		
6)	Dozer D6	Per hour		
7)	10m ³ tipper truck	Per hour		
8)	6m ³ tipper truck	Per hour		
9)	Water cart (Minimum 10,000 litres)	Per hour		
10)	Flat bed	Per hour		
11)	Wheel loader	Per hour		
12)	Skid steer loader	Per hour		
13)	Excavator 3Ton	Per hour		
14)	Mechanical broom	Per hour		
15)	Low bed			
	From Tenderer's yard to Matsapha & opposite	Per trip		
	Within the Matsapha Boundary	Per trip		
16)	Tow truck			
	Within the Matsapha Boundary	Per trip		

LOT 17 - MAINTANCE OF AIRCONDITIONERS

E3 CIC CERTIFICATE

DESCRIPTION	UNIT PRICE E
1800 BTU	
2400 BTU	
1200 BTU	
1400 BTU	
3200 BTU	
4800 BTU	
1800 BTU	
2400 BTU	
1200 BTU	
Labour charge on servicing (per hour)	

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LOT 18 - SUPPLY AND DELIVERY OF ASPHALT OVERLAY

C1 CIC CERTIFICATE

ITEM	DESCRIPTION	UNIT	UNIT PRICE (E)	Comments
1.0	Site establishment	Item		
1.2	Extra over item 1.0 establishment for milling equipment (Recycler, milling machine, Water bowser, Pad foot roller, smooth wheel roller, Grader, Mechanical Broom)	Item		
1.2	Milling 30mm asphalt	m ²		
1.3	Tack coat	m ²		
1.4	Priming (MC30)	m ²		
1.5	30mm asphalt overlay	m ²		
1.6	40mm asphalt overlay	m ²		
1.7	Cleaning of road.	m ²		
1.8	Patching	m ²		
1.9	Recycling 210mm depth excluding cement stabilization	m ²		
1.10	Recycling 300mm depth excluding cement stabilization	m ²		
1.11	Recycling 210mm depth including 3% cement stabilization	m ²		
1.12	Recycling 300mm depth including 3% cement stabilization	m ²		
1.13	Asphalt	Ton		
1.14	Milling 210mm depth with 3% cement stabilization	m ²		

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LOT 19 - SUPPLY AND DELIVERY OF BITUMEN PRODUCTS

ITEM	DESCRIPTION	UNIT	UNIT PRICE(E)	<i>For Council use</i>
1.0	Cationic Premix 60%	Per 200L drum		
1.2	Stable emulsion SS 60%	Per 200L drum		
1.3	Cationic Bitumen Emulsion ¼ Prime grade	Per 200L drum		
1.4	Rollumac bitumen	Per 200L drum		
1.5	Bitumen C170	Per 200L drum		
1.6	Bitumen Emulsion SS60%	Per 200L drum		
1.7	Cut- Back Bitumen	Per 200L drum		
1.8	Petras MS200	Liters		
1.9	Premix	Per 25Kg		
1.10	Road mix 25kg	Per 25Kg		
	SOIL STABILIZERS			
1.11	ISS2500	Per 25 litres		
1.12	Eco bond	Per 25 litres		
	Eco roads	Per 25 litres		
1.13	Any other product, specify			

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

Tender-Securing Declaration

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

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

I/We, the undersigned, declare that:

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

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

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

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

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

Corporate Seal (where appropriate)

*Please delete as appropriate

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Section 5: Eligible Countries

Tenderers from Eswatini are eligible.

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PART 2 - Statement of Requirements

Section 6: Statement of Requirements

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3. Specification and Compliance Sheet

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

The Tenderer is to complete column c with the technical specification of the item(s) offered and to state “comply” or “not comply” and give details of the areas of non-compliance.

Column d provides the technical literature of the specification offered.

Item No.	Technical Specification required including applicable standards	Compliance specification offered	of Technical literature on specification offered in column c
<i>a</i>	<i>b</i>	<i>c</i>	<i>d</i>
1			
2			
3			
4			
5			
6			
7			
8			

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.**

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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.

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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: Tender Number 01 of 2026/27
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: Matsapha Town Council offices and depot location
GCC 2.1(f)	The other documents forming part of the Contract are: Service Level Agreement
GCC 4.2 (b)	The version of Incoterms shall be: 2020
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	<p>For notices, the Procuring entity's address shall be:</p> <p>Attention: Fikile Mazibuko Physical Address: Matsapha Town Council Offices Corner Airport & Police College Road Town/City: Matsapha Postal Address: P.O. Box 1790, Matsapha Country: Eswatini Telephone: (+268) 2518 6637/ 2518 8235 Electronic mail address: mazibukof@matsapha.co.sz</p> <p>For notices, the Provider's address shall be:</p> <p>Attention: _____ Physical Address: _____ Town/City: _____ Postal Address: _____ Country: _____ Telephone: _____ Electronic mail address: _____</p>
GCC 9	The Governing law shall be the law of The Kingdom of Eswatini
GCC 10.2	The formal mechanism for the resolution of disputes shall be the Arbitration. Procuring entity shall discuss with the best evaluated tenderer on or before contracting on the appointment of an arbitrator for the contract.

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GCC clause reference	Special Conditions
	The point of delivery shall be Matsapha Town Council
GCC 15.2	The price adjustment shall be as agreed in the Terms of Reference
GCC 16.1	The structure of payments shall be: Monthly following the approval of the Payments Schedule.
GCC 16.3	The payment period shall be: Monthly following the approval of the Payments Schedule.
GCC 16.4	The currency(ies) for payments shall be: Emalangeni
GCC 17.1	An advance payment guarantee <i>shall not</i> be required.
GCC 18.1	The Provider shall be responsible for all taxes, import duties and levies imposed on the Provider.
GCC 18.2	Not Applicable
GCC 19.1	A Performance Security shall not be required.
GCC 19.4	Not Applicable
GCC 24.2	Not Applicable
GCC 25	The insurance coverage shall not be required.
GCC 26	The INCOTERMS shall be: 2020
GCC 29.3	The period of validity of the Warranty shall as per the Terms of Reference
GCC 29.5	The period within which the Provider shall repair or replace defective Goods shall be as per the Terms of Reference.

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Section 9: Contract Forms

Table of Forms

Agreement83

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: _____

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