



TENDER DOCUMENT

FOR A SUPPLY AND DELIVERY CONTRACT

TENDER NO. EWSC 2 of 2022/23

SUPPLY OF LAPTOPS

JUNE 2022



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## ABBREVIATIONS/ACRONYMS

EWSC -Eswatini Water Services Corporation

BOQ - Bills of Quantities

PO - Purchase Order

ISO - International Standards Organisation

SABS - South African Bureau of Standards

GST - General Sales Tax

Kg - Kilograms

TON -Tonne

BS - British Standards

Ltr - Litre

## Definitions

**“Contractor” shall mean the agreement entered into by and between the Purchaser and the Contractor in terms of the Tender document.**

**“Tender document”-shall mean the complete booklet containing terms and /or conditions of the contract issued by the Purchaser and accepted by the Contractor.**

**“ESWASA” –shall mean the National Standards Body of the Kingdom of Eswatini ,which is the Eswatini Standards Authority.**

**“Rejects”-shall mean the articles supplied by the contractor and are found by the Purchaser to be of por quality and returned to the contractor.**

**“Inspectors”-shall mean the Purchaser’s duly authorised officers whose responsibility is to carry out quality evaluations on the articles supplied by the Contractor.**



# 1. INTRODUCTION TO TENDER DOCUMENTS



## 1.1 LETTER OF INVITATION

ESWATINI WATER SERVICES CORPORATION



## LETTER OF INVITATION

Tender number EWSC 2 OF 2022/23

## THE SUPPLY OF LAPTOPS

The Eswatini Water Services Corporation hereby invites sealed bids from eligible bidders for the supply and delivery of Laptop Computers. Bidding documents are available and downloadable from EWSC's website [www.swsc.co.sz](http://www.swsc.co.sz) for a non-refundable amount of E500.00 payable at any EWSC service centre. Proof of payment is to be submitted with the tender documents.

Bids shall be valid for a period of 90 days after Bid opening; be accompanied by a tender bond of E10,000.00 (Ten thousand) for each lot and must be delivered to:

The Managing Director  
Eswatini Water Services Corporation Headquarters,  
Emtfonjeni Building,  
Corner MR3 & Cultural Village Drive  
Ezulwini

on or before 12.00 noon, 15 July 2023, at which time they will be opened. Bidders who wish to attend the Bid opening may request a virtual link to the opening from [procurement@swsc.co.sz](mailto:procurement@swsc.co.sz).

Late, telegraphic, Emailed and faxed tenders shall not be accepted. The Corporation does not bind itself to accept the lowest or any tender.

Enquiries may be emailed to: [procurement@swsc.co.sz](mailto:procurement@swsc.co.sz)

J MASHWAMA  
MANAGING DIRECTOR



## 1.2 INTRODUCTION

The Eswatini Water Services Corporation desires to procure Laptop computers. In this regard this procurement process is meant to source Tenderers for the supply of laptop computers.

This tender document includes a comprehensive technical specification together with required quantities. Most sections of the tender documents are standard and apply to all tenders. The supplier will be required supply all items as listed in the Bills of Quantities. Payment will be affected on delivery of materials. Payment will be made within 30 days of the date of receipt of invoice.

To ensure the supplier meets his obligations at tender stage, a tender bond is required for the tender validity period. This bond will be returned to tenderers once an award has been made.

These procedures will achieve the basic requirements of best practice procurement which is to secure the supply of goods, at the right price and to obtain the correct goods of the right quality.

The tender documents include all the necessary forms and conditions of contract and will therefore become the terms and conditions of contract once an award has been made.



## 2. INSTRUCTIONS TO TENDERERS





## INSTRUCTIONS TO TENDERERS AND NOTES FOR PARTICULAR ATTENTION

### 2.1 General

The Tenderers attention is drawn to the following notes, which IF NOT COMPLIED WITH MAY CAUSE THE TENDER TO BE REJECTED.

### 2.2 Compliance with Instructions

The tender shall be submitted in accordance with these Instructions and the tender notice.

### 2.3 Completion of Tender Documents

The tender documents shall be completed as issued to the tenderer. The tender shall be signed and witnessed and all information required filled in by the Tenderer. The Bills of Quantities (BOQ) shall be filled in where applicable and priced appropriately in the currency of the Kingdom of Eswatini.

### 2.4 Eligibility of the Tenderer

- 2.41 The Invitation (i) invites eligible and suitable contractors to submit a tender, (ii) states whether the tenderer was prequalified or selected or invited by open tendering, and (iii) may state any particular conditions or reservations of the prequalification or selection or open tendering.
- 2.42 Each prequalified tenderer shall notify the Employer, as soon as practicable, of any change in the data submitted for the purpose of the prequalification. Any significant change in such data shall be deemed to invalidate the tenderer's previous prequalification, but the company or joint venture may request the Employer's permission to reapply for prequalification. If (at his sole discretion) the Employer grants such permission, the tenderer's application for prequalification must be received by the Employer not less than 28 days before the Tender submission date specified in Clause 6 of these Instructions.
- 2.43 Each tenderer shall, in order to be considered for eligibility, submit the information listed below with the Tender. In the case of a joint venture of two or more legal persons, the information shall be submitted in respect of each of these persons and in respect of the joint venture tenderer.
- (a) copies of original documents defining constitution and/or legal status, place of registration and principal place of business;
  - (b) financial reports, including profit and loss statements, balance sheets and auditor's reports for the past three (3) years, and an estimated financial projection for the subsequent year;
  - (c) evidence of access to lines of credit, and availability of other financial resources;
  - (d) name and address of banker(s) who will (and have been authorised to) provide references upon request by the Employer;
  - (e) details of performance as prime/main contractor on works of a similar nature and volume over the last five years and on current works; and
  - (f) Original and Valid tax compliance certificate for government or parastatal tender
  - (g) Valid Trading licence
  - (h) Valid CIC registration certificate
  - (i) Form C
  - (j) Form J



- (k) Police Clearance or affidavit for company directors
- (l) ENPF Compliance certificate
- (m) Labour compliance certificate
- (n) Certificate of incorporation
- (o) Power of attorney
- (p) Eligibility Form in Annexure 8 (Fully filled and signed).
- (q) Tender Bond (Ten thousand for each lot)

2.44 **In these Instructions, the expression "joint venture" means any of the groupings of contractor's. In order that such a joint venture of two or more legal persons is to be acceptable as eligible:**

- (a) these persons shall have nominated a leader with authority to bind the joint venture and each of these persons; and this leader shall be authorised to incur liabilities and receive instructions for and on behalf of any and all these persons;
- (b) evidence of this authorisation shall be submitted with the Tender in the form of a power of attorney signed by legally authorised signatories of all these persons;
- (c) the Letter of Tender, and (if it is accepted) the Contract Agreement, shall be signed so as to be legally binding on each of these persons; and
- (r) a copy of the agreement entered into by these persons shall be submitted with the Tender. This agreement shall state (i) each such person's percentage participation in the joint venture, and (ii) that these persons shall be jointly and severally liable to the Employer for the performance of the Contract.

2.45 No such person or sole tenderer shall participate in the preparation of another tenderer's Tender for the same Contract. If any entity is found to have participated in two or more Tenders, other than alternative Tenders from the same tenderer, all such Tenders will be rejected.

2.46 However, any entity may be proposed as a prospective subcontractor by more than one tenderer in addition to being either a sole tenderer or a participant in one joint venture tenderer.

## 2.5 Completion of the Bills of Quantities (BOQ)

The tenderers must insert in the BOQ their price per unit for each item/article listed. The price must include all costs, including insurance and freight to the designated EWSC depot in Eswatini; and all discounts allowed (net). The price shall be fixed for the full period of the contract.

Tenderers must calculate and insert in the appropriate column of the BOQ the total price for each item number based on the estimated quantities. Tenderers must also total each section accordingly.

## 2.6 Authority of Tender

The tender must be signed by a duly authorized representative and the evidence to that effect should be provided (i.e. Power of Attorney).

## 2.7 Alterations and Modifications

Tenders shall be completed and submitted as printed. No alterations or modifications shall be made to the tender documents. Tenderers shall use the original tender documents, failure to comply, will disqualify the tenderer. Tenderers shall comply entirely with the terms of the tender documents.



## 2.8 Error

There shall be no erasing/tip-pexing or over writing. Any mistake made shall be neatly cancelled and initialed by the tenderer.

## 2.9 Tender Bond

In order to secure due performance by the Tenderers of the obligations undertaken by them, Tenders must be accompanied by a Tender Bond in the sum of the amount as stated on the Form of Tender Bond bound into the back of this document. The whole of the Tender Bond shall be forfeited should the Tenderer withdraw the whole or any part of his tender during the Tender validity period. The Tender Bond may be a bank guaranteed cheque or must be provided in the format of the Form bound into this document. A financial/ insurance institution registered or licensed to do business in the Kingdom of Eswatini shall furnish the security. No tender will be considered unless it is accompanied by an approved tender bond.

### Release of Tender Bond

For the unsuccessful tenderers the Tender Bond will be released as soon as the tender has been awarded.

For the successful tenderer the Tender Bond will only be released upon the signing of the Contract. The successful tenderer shall be required to extend the validity of the Tender Bond accordingly upon award.

## 2.10 Issuing of Additional Documents

If for any reason during the tender period it becomes necessary to vary the tender documents an addendum will be issued to all Tenderers (for this reason Tenderer's address, telephone, telefax & contact person should be left with EWSC when documents are collected).

Should any Tenderer have any queries about the Tender, he should refer them in writing to the Eswatini Water Services Corporation (EWSC) not later than 5 days before tender submission by e-mail to [procurement@swsc.co.sz](mailto:procurement@swsc.co.sz)

## 2.11 Incomplete Tenders

The Bills of Quantities consists of different sections. Tenderers must make offers for the complete tender. An award will only be made for offers to supply all items/articles in a tender. Tenders which are incomplete (i.e. not offering the whole tender) will NOT be considered.

## 2.12 Qualified Tenders

2.12.1 A tender will be considered fully responsive if it contains no qualifications.

2.12.2 Tenderers who choose to include qualifications must also include an assessment of the implications, such conditions and/or qualifications have in terms of quality of service/product(s), time constraints and cost. Failure to comply with this requirement will result in the tender being rejected.

2.12.3 Tenderers will be notified in writing of any condition or qualification that is unacceptable to the EWSC. The Tenderer will have an opportunity to withdraw such qualification if it has no effect on the prices offered.



- 2.12.4 The Eswatini Water Services Corporation reserves the right to only assess/consider tenders that have no qualifications.
- 2.13 Alternative Offers
- 2.13.1 Tenderers must in ALL cases submit tenders in accordance with the requirements in these instructions.
- 2.13.2 Alternative offers must be submitted separately and clearly indicate and include the specification(s) applicable to the alternative. Furthermore, detailed information on the additions or omission to the item specified in the BOQ must be provided to allow for thorough assessment of the offer
- 2.14 Services Required
- 2.14.1 This tender provides for the supply and delivery of materials as defined in the particular specification or BOQ.
- 2.14.2 The warranty period shall be as per the manufactures specification starting from the date of acceptance after delivery to EWSC.
- 2.14.4 All materials supplied shall possess the qualities and properties best suited for the purpose for which they are used. All materials and performance shall, unless specified otherwise in this document, comply with the requirements of the most recent edition of the appropriate ISO or other internationally recognized Standard Specifications.
- All materials/items tendered for are to be SABS approved or any other Internationally recognized standard and test certificates must be also be submitted with all deliveries.
- The Eswatini Water Services Corporation considers quality very important as poor quality materials have a lot of hidden operational costs which are costing the Corporation a lot of money. Failure to adhere to all the conditions on quality may lead to outright termination of the agreement and blacklisting from further participation in a EWSC tender.
- 2.14.6 Items to be supplied only according to firm Purchase Orders (PO) from Eswatini Water Services Corporation.
- 2.15 Language of Tender
- All correspondence shall be in English.
- 2.16 Laws of Eswatini
- Tenderers are advised to familiarize themselves with the laws of Eswatini, e.g. customs, immigration, taxation, and labour laws.
- 2.17 Tender Validity period
- Tenders shall remain valid and open for acceptance for NINETY (90) days from the date of Tender opening.



## 2.18 Currency

The Tenders shall be priced in Emalangeni. Payment to the successful tenderer will be in Emalangeni only.

## 2.19 Evaluation of Tenders

Tenderers are advised that in the evaluation of tenders the EWSC is not bound to accept the lowest priced or any tender.

- 2.19.1 Prior to the detailed evaluation of Tenders, the Employer will determine whether each Tender is substantially responsive to the requirements of the Tender Documents. For the purpose of these processes, a substantially responsive Tender is one which conforms to all the terms, conditions and requirements of the Tender Documents without material deviation or reservation.
- 2.19.2 A material deviation or reservation is one which affects in any substantial way the scope, quality, or performance of the Works, or which limits in any substantial way (inconsistent with the Tender Documents) the Employer's rights or the Contractor's obligations under the Contract, and the rectification of which deviation or reservation would affect unfairly the competitive position of other tenderers presenting substantially responsive Tenders.
- 2.19.3 If a Tender is not substantially responsive to the requirements of the Tender Documents, it will be rejected by the Employer. The Tender shall not be made responsive by the tenderer correcting or withdrawing the non-conforming deviation or reservation.
- 2.19.4 The Employer will only evaluate and compare the Tenders which have been determined to be substantially responsive to the requirements of the Tender Documents. Responsive Tenders will first be checked by the Employer for any arithmetic errors in computation and summation, and any errors will be corrected as follows:
- (a) The amount entered in the Letter of Tender (as announced when Tenders were opened) may be considered acceptable as the Contract Amount without any of the corrections and adjustments described in these subparagraphs. If there is any discrepancy between amounts in figures and in words, the amount in words will take precedence.
  - (b) If there is any discrepancy between this amount and the equivalent sum computed on the basis of the Schedules, the Employer may make corrections and/or adjustments (applying the principles described in these sub-paragraphs) and give notice to the tenderer, specifying each error, correction and adjustment. If the tenderer does not accept these notified corrections and adjustments, his Tender may be rejected.
  - (c) If there is a substantial discrepancy between a stated amount and the correct amount calculated by multiplying the stated unit rate by the quantity, and the rate seems to have been stated in error (inconsistent with the tenderer's likely intentions), the stated unit rate shall be amended and the stated amount will be binding.
  - (d) If there is any discrepancy between a stated amount and the correct amount calculated by multiplying the stated unit rate by the quantity, and either the discrepancy is not substantial or it is reasonable to assume that the stated rate is consistent with the tenderer's intentions, the stated unit rate will be binding and the stated amount shall be amended.
- 2.19.5 For the purpose of evaluating Tenders, the Employer will determine for each Tender the Evaluated Tender Amount as follows
- (a) making any correction for errors as described above;
  - (b) making an appropriate adjustment for any acceptable variations, deviations, discounts or other alternative offers not reflected in the submitted amount or these corrections; and
  - (c) making an allowance for any acceptable varied times for completion offered in alternative Tenders, the allowance being calculated at the same rate as the rate for delay damages for the Works which is stated in the Appendix to Tender.



- 2.19.6 The evaluation of the Tenders shall be based upon the principles outlined in the performance evaluation criteria below. Unless specifically stated, no criterion will take precedence over any other criteria, and Tender evaluation shall be based on an overall consideration.

The evaluation criteria will be as follows:

	Criteria	Comments	Yes/No
1	Company experience and track record	<ul style="list-style-type: none"> <li>Relevant Experience of supplier not less than 3 years</li> </ul>	
2	Similar Experience	<ul style="list-style-type: none"> <li>Similar contracts ( At least 3 References must be attached for contracts undertaken in the past 5 years)</li> </ul>	
3	Financial Ability	<ul style="list-style-type: none"> <li><b>Letter from the bank guaranteeing funding of E500 000 or bank statement with a minimum of E500 000</b></li> </ul>	

Only bidders who have met all the requirements for the Technical criteria will be evaluated for the Financials.

**If there is a discrepancy between the product of the unit price and quantity and the “amount” inserted in the total price for estimated quantity; the unit price will take precedence.**

The Corporation does not bind itself to appoint the lowest or any supplier.

## 2.20 Expenses of Tender

The EWSC will not be responsible for the expenses, which may be incurred by the Tenderer in the preparation of the Tender.

## 2.21 Tender Price Summary

The tenderer must fill in the tender price summary; failure to do so shall cause the tender to be rejected.

## 2.22 Test Certificates

Certificates of all tests on materials and components are to be forwarded to the Eswatini Water Services Corporation immediately on completion of the tests.

## 2.23 Award of Contract

The awarding of contract shall be recommended to the best evaluated tenderer, as determined by the evaluation methodology and criteria specified in the invitation document.

The contract award decision shall be taken by the appropriate approvals authority, but the award decision does not constitute a contract. Following the contract award decision, the client will prepare a notice indicating the name of the best evaluated tenderer, the value of the proposed contract and any evaluation scores. The notice will be sent to all tenderers who submitted tenders by letter and, where appropriate, by fax or email; and will be Published on the Eswatini Public Procurement Regulatory Agency website.

The Client will allow a period of at least ten working days to elapse from the date of dispatch and publication of the notice before a contract is awarded.

The contract will be awarded following negotiations. After negotiations are completed, the Client will promptly notify other Tenderers on the shortlist that they were unsuccessful.

## 2.24 Submission of Tender

The Tenderer must return tender document consisting of:

General receipt for purchase of tender document,

Specifications,

Completed certificates of compliance,

Completed bills of quantities,

Form of tender,

a tender bond duly signed,

Valid Trading licence

Valid CIC registration certificate

Form C

Form J

Police Clearance or affidavit for company directors

ENPF Compliance certificate

Labour compliance certificate

Certificate of incorporation



Power of attorney

Eligibility Form (Attached ) Fully filled and signed

To the;

Managing Director ,  
Eswatini Water Services Corporation,  
P. O. Box 20  
Mbabane, Eswatini,

to arrive not later than Friday 15 July 2022 (12:00 noon) by hand to the EWSC Headquarters, Emtfonjeni building in Ezulwini. The documents should be forwarded in a plain sealed envelope bearing the Tender Number and Tender title on the top left hand corner and must not bear any name or mark, which would identify the Tenderer.

## 2.26 Statements of Compliance

The Statement of Compliance sheets shall be completed as requested duly signed, dated and stamped with the tenderers company stamp. Failure to complete these statements may result in the tender being rejected. Failure to supply items as per the specifications and compliance sheets during the currency of the contract may result in the contract being terminated and the performance bond being called in.

## 2.27 Preliminary and General Costs

All preliminary and general costs including storage, transport, administration, insurance, labour, packing, taxes, profit and all other costs shall be spread across and included in the rates for the items in the Bills of Quantities.

## 2.28 Contact Person at EWSC

Information concerning the tender document can be obtained from: -

The Procurement Manager;  
Eswatini Water Services Corporation,  
P. O. Box 20,  
Mbabane,  
ESWATINI. TELEPHONE: 416 9000; TELEFAX: 416 3616/7

E-mail: [procurement@swsc.co.sz](mailto:procurement@swsc.co.sz).

## 2.29 Fraud and Corruption

**It is the Corporation's policy to require that its Officials as well as Tenderers observe the highest standard of ethics during the selection and execution of such contracts. In pursuance of this policy, the Corporation's Board of Directors:**





Defines, for the purposes of this provision, the terms set forth below as follows:

- (i) **“corrupt practice” means the offering, giving, receiving, or soliciting** of anything of value to influence the action of a public official in the selection process or in contract execution; and
  - (ii) **“fraudulent practice” means a misrepresentation of facts in order to** influence a selection process or the execution of a contract to the detriment of the borrower, and includes collusive practices among Tenderers (prior to or after submission of proposals) designed to establish prices at artificial, noncompetitive levels and to deprive the borrower of the benefits of free and open competition.
- (b) will reject a proposal for award if it determines that the firm recommended for award has engaged in corrupt or fraudulent activities in competing for the contract in question;
  - (c) will institute legal action if it at any time it determines that corrupt or fraudulent practices were engaged in by representatives of the Corporation during the selection process or the execution of the contract.
  - (d) will declare a firm ineligible, either indefinitely or for a stated period of time, to be awarded a Corporation contract if it at any time determines that the firm has engaged in corrupt or fraudulent practices in competing for, or in executing, a Corporation contract; and
  - (e) will have the right to require that a provision be included requiring Tenderers to permit the Corporation to inspect their accounts and records relating to the performance of the contract and to have them audited by auditors appointed by the Corporation.

Tenderers shall not be under a declaration of ineligibility for corrupt and fraudulent practices.

Tenderers shall furnish information as described in the Financial Proposal submission form (Section 4A) on commissions and gratuities, if any, paid or to be paid to agents relating to this proposal, and to execute the work if the firm is awarded the contract.

Tenderers shall be aware of the provisions on fraud and corruption stated in the Standard Contract.

## 2.30 Rejection of Tenders

Any Tenderer who does not conform to the above instructions shall be rejected.

## 2.31 Instructions as part of the Contract



These instructions will form part of the contract.

## 3.0 CONDITIONS OF CONTRACT



## CONDITIONS OF CONTRACT

### 3.1 Definitions

**“Purchaser”** is Eswatini Water Services Corporation (EWSC)

**“Days”** refers to calendar days

**“Contractor/ Supplier”** is the entity with whom the Purchaser concludes the contract.

**“Articles”** means all articles, plant, equipment, materials, items and services which the contractor is required under the contract to supply.

### 3.2 General conditions and notices



Any notice or other communication whatsoever which EWSC is required to give or make to the contractor in terms of the contract shall, without prejudice to any other method of giving or making it, be sufficiently given or made if it is sent by post in a letter addressed to the Contractor at the last place of abode or business of the Contractor and if the letter is not returned through the post undelivered, such notice or communication shall be deemed for the purpose of the contract to have been given or made at the time at which the letter would in the ordinary course of post have been delivered.

### 3.3 Contractor not to sublet the contract

The contract shall be considered as a contract made in Eswatini and subject to the "Law of Contract" in Eswatini.

The Contractor shall not give, bargain, sell, assign, sublet or otherwise dispose of the contract or any part thereof or the benefit or advantage of the contractor without the previous consent in writing of EWSC.

### 3.4 Contractor warrantee

The Contractor warrants all articles, material or services delivered to be free from defect of material or workmanship and this warranty shall survive any inspection, delivery, acceptance or payment by EWSC for the articles, material or services.

### 3.5 Standard of Materials

The goods supplied under this Contract shall conform to the standards mentioned in the Technical Specification, and when no applicable standard is mentioned, to the authoritative standards appropriate to the Goods country of origin. Such standards shall be the latest issued by the concerned institution.

### 3.6 Quality of Materials and Samples

The Articles delivered shall be of the quality, standards or specification described in the tender and where samples form part of the contract shall in all respects conform to sample.

EWSC shall have the right to reject or, at its discretion to require the correction or replacement of articles, materials, workmanship or services which are defective or do not conform to the specified requirements of this contract. All rejects shall be held at the Contractor's risk and expense including all transportation and handling costs until returned to or collected by the Contractor. All rejects shall be replaced or rectified and made good at the Contractor's expense immediately to the full satisfaction of the Inspectors and in conformity with the standards, specification or samples specified in this contract.

### 3.7 Rejection of Articles

Should the articles or any portion of them offered or delivered by the Contractor be reasonably rejected by the officer to whom the Contractor has been ordered to deliver them as not being equal to the quality standard or specification contracted for, or as being of a quality inferior to that of the samples, where samples form part of the contract, the contractor shall forthwith at his own expense, remove the rejected articles and shall within the replacement period replace them with a like quantity of articles which meet the specification requirements.

- (i) In the event of the Contractor failing to remove such rejected articles within 14 days of notification of the rejection, EWSC shall be at liberty to return them at the Contractor's risk the cost of carriage being recoverable from the Contractor.

- (ii) In the event of a rejection of any of the articles whereby the contractor considers himself aggrieved he may, within three days of the receipt of notification of rejection and before such articles have been removed give EWSC notice of objection. It shall be a condition precedent to consideration by EWSC of the Contractor's objection that the Contractor shall give notice of his objection within the said time, If the Contractor gives notice as aforesaid the articles shall not be removed until EWSC so directs.

### 3.8 Supply by due Date

Should the Contractor fail to supply any of the articles on the date or dates or within the period or periods specified thereof, or should he fail to replace any rejected articles as required by the contract, the Contractor shall be liable to make good to EWSC all loss and damage occasioned by such failure including any reasonable price (whether greater than the appropriate contract price or not) paid by EWSC in purchasing the article on which default has been made, from a source other than the Contractor. In such an event EWSC shall be at liberty to retain the amount of such loss or damage from any money due by EWSC to the Contractor but without prejudice to other methods of recovery open to EWSC.

### 3.10 Security Due

Within fourteen (14) days of receipt of the notification of contract award, the successful tenderer shall furnish to the Purchaser the Advance Payment Security- if required- in the amount specified.

### 3.11 Proceeds of the Advance Payment Security

The proceeds of the Advance Payment Security shall be payable to the purchaser as compensation for any loss resulting from the Supplier's failure to complete its obligations under the Contract

### 3.12 Estimated Quantities and EWSC obligation to Purchase

The quantities where shown in the Bills of Quantities are the estimated probable quantity requirements to be supplied once off within one month from the date of award of the contract.

### 3.13 Packaging of Article

Unless otherwise provided by the contract:-

- (i) The articles are required to be properly packed in containers suitable to protect the contents against damage through rough handling and for over-storage in transit.
- (ii) All containers (including packing cases, boxes, tins, drums and wrappings) supplied by the Contractor shall be considered as non-returnable and their cost having been included in the contract price.

### 3.14 Marking of Articles

When so directed the Contractor shall mark each Article clearly and indelibly in

accordance with the requirements shown in the Bills of Quantities. The marking shall include any serial number or mark allocated to the article and if the article has a limited shelf life the date of manufacture expressed as required in the Bills or, in default of such requirement, as month (letters) and year (2 figures).

Where because of its size or nature it is not possible to mark the article with the required particulars these shall be marked on the package or container in which the article is packed.

### 3.16 Prices to be all-inclusive

Unless otherwise stated in the Bills of Quantities the price shall be the price of the article packaged and delivered inclusive of insurance and sales tax to the designated EWSC depot in Eswatini and delivered to EWSC or where otherwise stated at risk to the Contractor. Prices shall be NET, all cost and trade discounts being allowed for.

### 3.17 Price Variation

The price per item shall not be subject to any adjustment whatsoever during the contract period.

### 3.19 Additional Services

The contractor may be required to provide any or all of the following services including additional services if any:

- a) Furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied Goods;

### 3.20 Payment Terms and Conditions

Payment will be effected upon the delivery of material against the Purchase Order issued. Payment will be made within 30 days of the date of receipt of invoice.

### 3.21 Exchange Rate

Currency fluctuations in the exchange rates between Emalangeni/Rand and the currencies used to purchase imported items quoted in the tender documents shall not affect the prices specified in the Bills of Quantities.

### 3.22 Delivery Notes and Invoices

Except where otherwise directed each delivery of articles shall be accompanied or preceded by a delivery consignment or advice note addressed to the officer at the place where the Articles are delivered. Immediately after dispatch of the articles a priced invoice shall be posted or delivered in accordance with the instructions set out in the order and must bear the number of the order, the quantity of each item, the exact name of each article supplied and the reference number in accordance with the Bills of Quantities.

Payment shall not be made for orders that have been partly delivered (i.e. short deliveries).

### 3.23 EWSC rights to purchase elsewhere



Nothing contained in the contract shall be held to restrain EWSC from contracting with persons other than the Contractor for the supply of articles that are the subject of the Contract, if it shall at its discretion think fit to do so. But EWSC will not exercise this power so long as the Contractor satisfactorily carries out all conditions of the Contract except in cases of emergency or of circumstances which could not be foreseen when the Contract was entered into.

### 3.24 Patent rights

The Contractor shall not, in connection with the contract use, supply or deliver materials, the use of which would be an infringement of any patent rights or proprietary marks or descriptions and the Contractor shall indemnify EWSC from all proceedings, damages, costs, charges, expenses, loss and liability which EWSC may sustain, incur or be put to by reason or in consequence directly of any breach of this provision (whether willful or inadvertent) and against the payment of any royalties or other monies which EWSC may have to make to any person or body entitled to exclusive rights in respect of any process, articles, matter or thing used, manufactured, supplied or delivered by the Contractor in connection with the contract.

### 3.25 Fees gratuities or rewards

The Contractor shall not offer, pay or cause to be offered, paid or given directly or indirectly any fee, gratuity or, reward in money or any other form to any person in the employ of the EWSC. In the event that this condition is breached, it may lead to the termination of the contract.

### 3.26 Breach of terms and conditions

In case the Contractor shall be in breach of any of the terms and conditions of this agreement, or, shall on any occasion fail in the due and punctual supply of any of the articles to be supplied under the contract, or shall repeatedly offer any articles of an inferior quality to that contracted for, or at any time fail to replace such articles when properly rejected, the Contractor shall be deemed to have failed in the due performance of the contract and EWSC shall be at liberty by notice in writing or otherwise to terminate the contract, but without prejudice to EWSC's rights of retention and recovery in respect of any loss or damage sustained.

### 3.27 Termination by the Purchaser

The Purchaser, may at any time terminate the Contract by giving written notice to the Supplier if the Supplier becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the Supplier, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the Purchaser.

### 3.28 Resolution of Dispute

The Purchaser and the Supplier shall make every effort to resolve amicably by direct negotiation any disagreement or dispute arising between them under or in connection with the Contract.

### 3.29 Mediation or arbitration

If, after fourteen (14) days from the commencement of such negotiations, the Purchaser and the Supplier have been unable to resolve amicably a Contract dispute, either party may require that the dispute be referred for adjudication or arbitration in accordance with the laws of Eswatini.

### 3.30 Contractor Liable for all Taxes, Duties, fees, etc.

The Supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted Goods to the Purchaser.

### 3.31 Premature Termination of Contract

A supplier who has been awarded a contract will be suspended from participating in the next contract in all the supply categories, if the contract is terminated for sub-standard performance.

### 3.32 Terminated Contract Rescheduling

In the event that the contract is terminated, the other Tenderers who passed the evaluation will be given an opportunity to provide a revised schedule of prices (i.e. amended bills of quantities) and a contract will then be entered into with the supplier with the most favourable price.



## 4.0 BILLS OF QUANTITIES

### TENDER NO. EWSC 2 OF 2022/23 SUPPLY OF LAPTOPS

#### 4.1 Loss by Theft, Fire or otherwise

The Contractor shall immediately upon acceptance of his tender take full risk for any loss or damage whatsoever to any items under this contract before delivery and acceptance by the Purchaser, whether caused by theft, fire, storm, riot or otherwise and shall take such steps- as he may deem necessary for his own protection against such loss or damage.

#### 4.2 STATEMENT OF COMPLIANCE

ESWATINI WATER SERVICES CORPORATION

ITEM NO.	DETAILED SPECIFICATION	STATEMENT OF COMPLIANCE(*)
	<b>EWSC Specification Number EWSC 04</b>	
	Tenderers must enter “Comply” or “Not Comply” against each paragraph of this specification comment as necessary, and sign and stamp each page. Failure to complete this statement of compliance may result in the offer being rejected	
<b>EWSC04 - 01</b>	INTEL CORE i5 vPro, 16GB RAM, 512GB SSD, WINDOWS 11 PROFESSIONAL (64-BIT).	

Tenderers are to indicate “Comply” or “Nor Comply” and comment as appropriate. Where information is presented in the specification, the comment should be “Noted and Understood.” Any deviation from specification should be stated and if necessary, fully explained as a comment in the compliance column without making any changes to the specification. Any changes to the specification may invalidate the Bid. Each compliance sheet shall be duly authorized, signed, dated and stamped using the Tenderer’s company stamp.

Authorized Signature

Company Stamp

Date

.....

.....

.....

#### 4.3 Bills of Quantities



No	Item	Quantity	Unit Price	Amount (E)
1.	INTEL CORE i5 vPro, 16GB RAM, 512GB SSD, WINDOWS 11 PROFESSIONAL (64-BIT).	60		
	Subtotal			
	Taxes			
	Total Amount of Financial Proposal			

## 5.0 FORM OF TENDER

FORM OF TENDER

FOR

ESWATINI WATER SERVICES CORPORATION

Dear Sirs,

I/We the undersigned am /are willing to contract for, perform and complete the whole of the works required to be done in the completion of:



TENDER NO. EWSC 02 of 2022/23  
FOR THE SUPPLY OF LAPTOPS

According to the Technical specifications and Bills of Quantities, to the entire satisfaction of the EWSC for the sum of:

.....  
..... (E.....)

I/We further undertake that this tender will not be withdrawn or retracted for forty five days from the closing date.

I/We have facilities and necessary expertise to fulfill this contract as required.

I/We agree to provide the Purchaser with our priced Bills of Quantities completed in black ink together with this tender.

I/We agree to provide the following documents together with our tender:-

- i) Current Tax Clearance certificate
- ii) Completed Certificates of Compliance
- iii) Tender Bond duly signed (E10,000.00), bank guaranteed cheque or a reputable insurance company. bond from a
- iv) General Receipt for purchase of tender document (E500.00)
- v) Power of Attorney

I/We clearly understand that there is no obligation upon EWSC to accept the lowest or any tender, or any portion of any Tender.

I/We further understand that any unauthorised amendment, qualification, addition or omission to the tender documents and/or this Form of Tender may result in the tender being declared invalid.

SIGNATURE.....

NAME OF CONTRACTOR.....

ADDRESS.....

.....  
.....  
.....

TELEPHONE.....



DATE.....

Tenders are to be endorsed:-

TENDER NO. EWSC 2 of 2022/2023  
LAPTOPS

And are to be addressed to:-

The Managing Director  
P.O. Box 20  
Mbabane  
Eswatini

And are to be received by not later than 12.00 noon on Friday 15 July 2022 at the Eswatini **Water Services Corporation's Emtfonjeni Building, Ezulwini, Eswatini.**

## 6.0 FORM OF AGREEMENT

(N.B. This section should be left blank at tender submission stage. It should only be filled in on award of contract)



FORM OF AGREEMENT

THIS AGREEMENT MADE BETWEEN

.....  
.....

of Eswatini Water Services Corporation

.....  
.....

(HEREINAFTER CALLED 'EWSC') of the one part and

.....  
.....

Of

.....  
(Hereinafter called the Contractor") of the part.

WHEREAS THE EWSC is desirous that certain items should be supplied'

Viz:

Pipes

.....  
.....  
.....

and has accepted a Tender for the supply of the above items.

NOW THIS AGREEMENT WITNESSED as follows:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract.
2. The Contractor hereby undertakes to execute the supply in conformity in all



respects with the provisions of the Contract.

- 3. The EWSC hereby undertakes to pay to the Contractor in consideration of the execution of the supply the Contract sum at the times and in the manner prescribed by the Contract.
- 4. The following documents shall be deemed to form and be read and construed as part of this Agreement viz:
  - a) The said Tender
  - b) Instructions to tenderers and notes for particular attention
  - c) Conditions of Contract
  - d) Certificates of Compliance
  - e) Schedule of Quantities

The EWSC and the contractor shall initial each and every page of every section of the Contract Documents referred to above,

ESWATINI WATER SERVICES CORPORATION

Signed at ..... on this ..... day

Of the month ..... year .....

NAME .....SIGNATURE .....

WITNESS

1. NAME .....SIGNATURE .....

\_\_\_\_\_

CONTRACTOR

Signed at ..... on this ..... day

of the month ..... year .....

NAME ..... SIGNATURE.....

WITNESS

1. NAME .....SIGNATURE .....



## 7.0 TENDER BOND

(N.B. A Tender submission that is without a Tender Bond is invalid)

(N.B. An authorized financial institution may either utilize this page or, alternatively, attach a separate Tender Bond of similar format)





FORM FOR TENDER BOND

WHEREAS Messrs.....

Of.....

(Name and Address of Tenderer)

Hereinafter referred to as the "Tenderer" has on .....date)

submitted his Tender for the Supply of Personal Personal Equipment.

AND WHEREAS the said Tenderer has undertaken to abide by his Tender so submitted for a period of Forty-Five (45) calendar days from the date of submission hereinabove stated, or such other period as may mutually be agreed between Eswatini Water Services Corporation, represented by the Managing Director of Eswatini Water Services Corporation and the Tenderer and notified to us by the EWSC.

NOW

WE, .....

(Name and Address of Financial Institution registered in the Kingdom of Eswatini) hereby guarantee and undertake to pay to the account of the EWSC on first demand in writing and without reference to the Tenderer the sum of EMALANGENI TEN THOUSAND (E10,000.00).

PROVIDED THAT

- a) This Tender Bond remains valid, and
- b) The EWSC declares in writing that the Tenderer has failed to abide by his undertaking that the Tender shall remain open for acceptance within the specified period or that the Tenderer is unwilling for some reason (which shall be clearly stated) to abide by his Tender or enter into a contract agreement with the EWSC for the Supply of Pipes, Fittings & Brassware.

**This Tender Bond shall remain valid in the first instance until .....**

(Calculated as Forty-Five (45) calendar days from the date of submission of the said Tender), and will be extended upon written application by the EWSC at least one (1) working day in advance of the last date of validity.

.....  
(Authorised Signature)

.....  
(Date)

.....  
(Name of Signatory)

.....  
(Seal/Stamp of Financial Institution)

.....  
(Position of Signatory)

# 8.0 ELIGIBILITY CRITERIA



ELIGIBILITY CRITERIA IN TERMS OF THE PROCUREMENT ACT 2011  <b>Bidder:</b> ..... <b>Date:</b> .....  JV Partner:.....	
LEGAL REQUIREMENT	RESPONSE/EVIDENCE
Our firm has the legal capacity to enter into the contract	Certificates of incorporation, Forms C and J, Trading licences Power of attorney.
Our firm is not insolvent, in receivership, bankrupt or being wound up. Its affairs are not being administered by a court or a judicial officer, its business activities have not been suspended, and it is not the subject of legal proceedings for any of the foregoing	Audited financial statements for the past three years enclosed. Confirmation by signature of authorised signatory: i.....
Our firm has fulfilled its obligations to pay taxes and social security contributions	Valid tax clearance certificate for Government and parastatal tenders enclosed SNPF Compliance Certificate



It adheres to basic labour legislation viz: in respect to satisfactory, safe and healthy conditions.	Labour Compliance Certificate enclosed
Our firm, or any of its directors/key personnel do not have any conflict of interest in relation to the procurement requirements and do not have circumstances in which we can benefit whether directly nor indirectly from the procurement process.	Confirmation by signature of authorised signatory: i.....
Our firm, or any of its directors/key personnel 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	Confirmation by signature of authorised signatory: i.....
Our company and none of its directors or officers have been suspended from participating in the tendering process by ESPPPRA for the reasons specified in Section 56 of the Act	Confirmation by signature of authorised signatory: i.....
Our company and its directors and officers are not a government owned entity, are not public officers or politicians as defined in Section 60 of the Act	Confirmation by signature of authorised signatory: i.....
EWSC bid document purchase receipt	Enclosed