



Invitation to Tender (ITT) Document

for

the supply, installation and commissioning of core banking system

Procurement Method:	Open Tender
Subject of Procurement:	Core banking system
Procurement Reference Number:	RFPIT/10/2026
Date of Issue:	31 December 2025
Submission Deadline:	13 February 2026
Participation:	International

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Standard Tender Document for the Procurement of Goods



Standard Tender Document

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ITT for Information System



Invitation to Tenderers

TENDER NOTICE UNDER OPEN TENDERING

Invitation to tender for supply and installation of a core banking system - RFPIT/10/2026

1. The Eswatini Bank has allocated to be used for the acquisition of a core banking system.
2. The Entity invites sealed Tenders from eligible Tenderers for the provision of the above Goods.
3. Tendering will be conducted in accordance with the open international Tendering method 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 8 am to 4:45 pm.
5. Tender documents may be obtained electronically from ESPPRA website <https://esppra.co.sz/sppra/> or Eswatini Bank website, <https://ib.swazibank.co.sz/media-centre/tenders.php> . The tender document will be **FREE OF CHARGE**. Tenderers shall immediately advise the bank that they have downloaded the tender document and give full contact address of the tenderer (name of tenderer and email,) through submission of their details to the email addresses Email : tenders@swazibank.co.sz .The tenderers details are necessary to facilitate any clarifications or addenda that may be issued.
6. Tenders must be delivered to the address below at 8(c) at or before 10am 13 February 2026. All Tenders must be accompanied by a Tender securing declaration. Tender securing declarations must be valid **until 13 July 2026**. Late Tenders shall be rejected. Tenders will be opened in the presence of the Tenderers' representatives who choose to attend at the address below at 8(d).
7. There shall not be a pre – Tender meeting.
8. Address and contact details.

(a)	Information about the tender shall be accessed from:	tenders@swazibank.co.sz
(b)	Documents will be issued from:	31 December 2025
(c)	Tenders must be delivered to:	tenders@swazibank.co.sz
(d)	Address of Tender opening:	Join the meeting now Meeting ID: 327 088 047 511 24 Passcode: CS7JC7bt

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Standard Invitation to Consultants

		Date: 13 February 2026 Time (Pretoria time): 10:05 am
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8. The planned procurement schedule (subject to changes) is as follows:

	Activity	Date
(a)	Publish Tender notice	31 December 2025
(b)	Pre-Tender meeting where applicable	Not applicable
(c)	Tender closing date	13 February 2026
(d)	Evaluation process	<i>(Within 15 working days from Tender closing date)</i>
(e)	Notification and Publication of Notice of Intention to award	<i>(Within 10 working days from completion of the evaluation process)</i>
(f)	Contract award	<i>(After expiry of at least 10 working days from issuance of the Notice of intention to award).</i>

Name: Hlengiwe Bhembe

Position of Authorised Official: Procurement Manager

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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.
 - (d) “Information system” shall carry the same meaning as “Information technology”.
- 1.3 Procurement will be undertaken in compliance with the Public Procurement Act and Regulations.

2. Source of Funds

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

3. Corrupt Practices

- 3.1 It is the policy of the Government of The Kingdom of Eswatini through ESPPRA, to require that Procuring Entities, as well as Tenderers and Suppliers 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 Supplier from engaging in any public procurement proceeding for a stated period of time, if it at any time determines that the Supplier 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 Supplier 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 Suppliers to adhere to the relevant codes of ethical conduct. The Code of Ethical Conduct for Tenderers and Suppliers 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 Supplier from engaging in any public procurement or disposal process for a period determined by the Agency, where the Supplier is suspended from the procurement processes of an international agency of which Eswatini is a member.
- 3.6 Any communications between a Tenderer and the Procuring Entity related to matters of alleged fraud or corruption must be made in writing and addressed to the Controlling Officer of the Procuring Entity

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4. Eligible Tenderers

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

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

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

5. Eligible Goods and Related Services

- 5.1 The information system 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 this tendering document, the term “Information System” means all
- i. the required information technologies, including all information processing and communications-related hardware, software, supplies, and consumable items that the Supplier is required to supply and install under the Contract, plus all associated documentation, and all other materials and goods to be supplied, installed, integrated, and made operational; and
 - ii. the related software development, transportation, insurance, installation, customization, integration, commissioning, training, technical support, maintenance, repair, and other services necessary for proper operation of the Information System to be provided by the selected Tenderer and as specified in the Contract.
- 5.3 For purpose of ITT 5.1 above, “country of origin” means the country where the goods and services making the Information System are produced in or supplied from. An Information System is deemed to be produced in a certain country when, in the territory of that country, through software development, manufacturing, or substantial and major assembly or integration of components, a commercially recognized product results that is substantially different in basic characteristics or in purpose or utility from its components.
- 5.4 The nationality of the Supplier that produces, assembles, distributes, or sells the Goods shall not determine their origin.

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 Procuring Entity’s Requirements

- Section 6. Requirements of the Information Systems

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- Section 7. Technical Requirements
- Section 8. Implementation Schedule
- Section 9. System Inventory Tables
- Section 10. Background and Informational Materials

PART 3 Contract

- Section 11. General Conditions of Contract (GCC) for the Procurement of Goods
- Section 12. Special Conditions of Contract (SCC)
- Section 13. Contract Forms

7. Clarification of Tendering Document

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

8. Amendment of Tendering Document

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

C. Preparation of Tenders

9. Cost of Tendering

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

10. Language of Tender and Communications

- 10.1 The medium of communication shall be in writing.

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

11. Documents Comprising the Tender

The Tender shall comprise the following:

- (a) the Tender Submission Sheet and the applicable Price Schedules, in accordance with ITT Clauses 12, 14, and 15;
- (b) a Tender Security or a Tender Securing Declaration, in accordance with ITT Clause 21;
- (c) written confirmation authorising the signatory of the Tender to commit the Tenderer, in accordance with ITT Clause 22;
- (d) documentary evidence in accordance with ITT Clause 16 establishing the Tenderer's eligibility to Tender;
- (e) documentary evidence in accordance with ITT Clause 17 establishing that the information system to be supplied by the Tenderer are of eligible origin;
- (f) documentary evidence in accordance with ITT Clauses 18 and 30, that the information system offered by the tenderer 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 Suppliers in accordance with ITT Clause 3.4; and
- (i) Documentary evidence established in accordance with ITT 18 that the Information System offered by the Tenderer conform to the tendering document
- (j) 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. The Tenderer shall chronologically serialize all pages of the tender documents submitted.

13. Alternative Tenders

- 13.1 Alternative Tenders shall not be permitted.

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14. Tender Prices and Discounts

- 14.1 All Goods and Services identified in the Supply and Installation Cost Sub-Tables in System Inventory Tables in Section 7, and all other Goods and Services proposed by the Tenderer to fulfil the requirements of the Information System, must be priced separately and summarized in the corresponding cost tables in the Sample Tendering Forms (Section 4), in accordance with the instructions provided in the tables and in the manner specified below
- 14.2 **Unless otherwise specified in the TDS**, the Tenderer must also tender Recurrent Cost Items specified in the Technical Requirements, Recurrent Cost Sub-Table of the System Inventory Tables in Section 7 (if any). These must be priced separately and summarized in the corresponding cost table sin the Sample Tendering Forms (Section 4), in accordance with the instructions provided in the tables and in the manner specified below:
- a) **If specified in the TDS**, the Tenderer must also tender separate enforceable contracts for the Recurrent Cost Items not included in the main Contract.
 - b) prices for Recurrent Costs are all-inclusive of the costs of necessary Goods such as spare parts, software license renewals, labour, etc., needed for the continued and proper operation of the Information System and, if appropriate, of the Tenderer's own allowance for price increases.
 - c) prices for Recurrent Costs beyond the scope of warranty services to be incurred during the Warranty Period, defined in GCC Clause 29.4 and prices for Recurrent Costs to be incurred during the Post-Warranty Period, defined in SCC Clause 1.1. (e) (xiii), shall be quoted as Service prices on the Recurrent Cost Sub-Table in detail, and on the Recurrent Cost Summary Table in currency totals.
- 14.3 Unit prices must be quoted at a level of detail appropriate for calculation of any partial deliveries or partial payments under the contract, in accordance with the Implementation Schedule in Section VII), and with GCC and SCC Clause 12 – Terms of Payment. Tenderers may be required to provide a breakdown of any composite or lump-sum items included in the Cost Tables
- 14.4 The price of items that the Tenderer has left blank in the cost tables provided in the Sample Tender Forms (Section 4) shall be assumed to be included in the price of other items. Items omitted altogether from the cost tables shall be assumed to be omitted from the tender and, provided that the tender is substantially responsive, an adjustment to the tender price will be made during tender evaluation in accordance with ITT 31.3.
- 14.5 The prices for Goods components of the Information System are to be expressed and shall be defined and governed in accordance with the rules prescribed in the edition of incoterms specified in the TDS, as follows:
- a) Goods supplied from outside Eswatini:

Unless otherwise specified in the TDS, the prices shall be quoted on a CIP (named place of destination) basis, exclusive of all taxes, stamps, duties, levies, and fees imposed in Eswatini. The named place of destination and special instructions for the contract of carriage are as specified in the SCC for GCC 1.1(e) (iii). In quoting the price, the Tenderer shall be free to use transportation through carriers registered in

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any eligible countries. Similarly, the Tenderer may obtain insurance services from any eligible source country;

- b) Locally supplied Goods: Unit prices of Goods offered from within Eswatini, shall be quoted on an EXW (ex- factory, ex works, ex ware house or off- the-shelf, as applicable) basis, including all customs duties, levies, fees, sales and other taxes incurred until delivery of the Goods, but excluding all VAT or sales and other taxes and duties/fees incurred for the Goods at the time of invoicing or sales transaction, if the Contract is awarded; and
- c) Inland transportation.

- 14.6 Unless otherwise stated in the **TDS**, inland transportation, insurance and related local costs incidental to the delivery of the Goods to the designated Project Sites must be quoted separately as a Service item in accordance with ITT 16.1, whether the Goods are to be supplied locally or from outside Eswatini, except when these costs are already included in the price of the Goods.
- 14.7 The price of Services shall be separated into their local and foreign currency components and where appropriate, broken down into unit prices. Prices must include all taxes, duties, levies and fees whatsoever, except only VAT or other indirect taxes, or stamp duties, that may be assessed and/ or apply in Eswatini /to the price of the Services invoiced to the Procuring Entity, if the Contract is awarded.
- 14.8 Unless otherwise specified in the **TDS**, the prices must include all costs incidental to the performance of the Services, as incurred by the Supplier, such as travel, subsistence, office support, communications, translation, printing of materials, etc. Costs incidental to the delivery of the Services but incurred by the Procuring Entity or its staff, or by third parties, must be included in the price only to the extent such obligations are made explicit in these tendering documents (as, e.g., a requirement for the Tenderer to include the travel and subsistence costs of trainees).
- 14.9 Unless otherwise specified in the **TDS**, prices quoted by the Tenderer shall be fixed during the Tenderer's performance of the Contract and not subject to increases on any account. Tenders submitted that are subject to price adjustment will be rejected.

15. Currencies of Tender

- 15.1 The currency(ies) of the Tender and currencies of payment shall be the same. The Tenderer shall quote in Lilangeni of the portion of the Tender price that corresponds to expenditures incurred in Eswatini currency, 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

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

16. Documents Establishing the Eligibility of the Tenderer

- 16.1 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 the Information system

- 17.1 To establish the eligibility of the information system, 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 information System

- 18.1 Pursuant to ITT 11.1(f), the Tenderer shall furnish, as part of its Tender documents establishing the conformity to the tendering documents of the Information System that the Tenderer proposes to design, supply and install under the Contract.
- 18.2 The documentary evidence of conformity of the Information System to the tendering documents including:
- a) Preliminary Project Plan describing, among other things, the methods by which the Tenderer will carry out its overall management and coordination responsibilities if awarded the Contract, and the human and other resources the Tenderer proposes to use. The Preliminary Project Plan must also address any other topics **specified in the TDS**. In addition, the Preliminary Project Plan should state the Tenderer's assessment of what it expects the Procuring Entity and any other party involved in the implementation of the Information System to provide during implementation and how the Tenderer proposes to coordinate the activities of all involved parties;
 - b) Written confirmation that the Tenderer accepts responsibility for the successful integration and interoperability of all components of the Information System as required by the tendering documents;
 - c) An item-by-item commentary on the Procuring Entity's Technical Requirements, demonstrating the substantial responsiveness of the Information System offered to those requirements. The commentary shall include explicit cross-references to the relevant pages in the supporting materials included in the tender. Whenever a discrepancy arises between the item-by-item commentary and any catalogues, technical specifications, or other preprinted materials submitted with the tender, the item-by-item commentary shall prevail.
 - d) Support material (e.g., product literature, white papers, narrative descriptions of technologies and/or technical approaches), as required and appropriate; and

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e) Any separate and enforceable contract(s) for Recurrent Cost items

- 18.3 References to brand names or model numbers or national or proprietary standards designated by the Procuring Entity in the tendering documents are intended to be descriptive and not restrictive. Except where explicitly prohibited in the **TDS** for specific items or standards, the Tenderer may substitute alternative brand/model names or standards in its tender, provided that it demonstrates to the Procuring Entity's satisfaction that the use of the substitute(s) will result in the Information System being able to perform substantially equivalent to or better than that specified in the Technical Requirements
- 18.4 For major items of the Information System as listed by the Procuring Entity in Section 3, Evaluation Methodology and Criteria, which the Tenderer intends to purchase or subcontract, the Tenderer shall give details of the name and nationality of the proposed subcontractors, including manufacturers, for each of those items. In addition, the Tenderer shall include in its Tender information establishing compliance with the requirements specified by the Procuring Entity for these items. Quoted rates and prices will be deemed to apply to whichever subcontractor is appointed, and no adjustment of the rates and prices will be permitted

19. Documents Establishing the Qualifications of the Tenderer

- 19.1 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** after the Tender submission deadline date prescribed by the Procuring Entity in accordance with ITT 24.1. A Tender valid for a shorter period shall be rejected by the Procuring entity as non-compliant.
- 20.2 The Procuring entity will make its best effort to complete the procurement process within this period
- 20.3 In exceptional circumstances, prior to the expiration of the Tender validity period, the Procuring entity may request Tenderers to extend the period of validity of their Tenders. The request and the responses shall be made in writing. If a Tender Security or a Tender Securing Declaration is requested in accordance with ITT Clause 21, it shall also be extended for a corresponding period. A Tenderer may refuse the request without forfeiting its Tender Security or being liable for suspension in case of a Tender Securing Declaration. A Tenderer granting the request shall not be required or permitted to modify its Tender.

21. Tender Security or Tender Securing Declaration

- 21.1 The Tenderer shall furnish as part of its Tender, a Tender Security, or a Tender-Securing Declaration, if required, as specified in the TDS.
- 21.2 The Tender Security shall be in the amount specified in the TDS and denominated in the currency of Eswatini or a freely convertible currency, and shall:

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

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

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

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

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

If the successful Tenderer fails to:

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

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

22. Format and Signing of Tender

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

22.2 Tenderers shall mark as "CONFIDENTIAL" information in their Tenders which is confidential to their business. This may include proprietary information, trade secrets, or commercial or financially sensitive information.

22.3 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

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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.

- 22.4 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**. When so specified **in the TDS**, Tenderers shall have the option of submitting their Tenders electronically. Tenderers submitting Tenders electronically shall follow the electronic Tender submission procedures specified **in the TDS**.

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

25. Late Tenders

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

26. Withdrawal and Replacement of Tenders

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

27. Tender Opening

- 27.1 The Procuring entity shall conduct the Tender opening in the presence of Tenderers’ designated representatives who choose to attend, at the address, date and time specified **in the TDS**.
- 27.2 First, envelopes marked “WITHDRAWAL” shall be opened and read out and the envelope with the corresponding Tender shall not be opened but returned to the Tenderer. No Tender withdrawal shall be permitted unless the corresponding withdrawal notice contains a valid authorisation to request the withdrawal and is read out at the Tender opening.
- All other envelopes including those marked “REPLACEMENT” shall be opened and the relevant details read out. Replacement Tenders shall be recorded as such on the record of the Tender opening.
- Only envelopes that are opened and read out at the Tender opening shall be considered further.
- 27.3 All other envelopes shall be opened one at a time, reading out: the name of the Tenderer; the Tender price, per lot where applicable, including any discounts; the presence of a Tender Security or Tender Securing Declaration, if required; and any other details that the Procuring entity may consider appropriate. Only discounts and alternative offers read out at the Tender opening shall be considered for evaluation. No Tender shall be rejected at the Tender opening except for late Tenders, in accordance with ITT Sub-Clause 25.1.
- 27.4 The Procuring entity shall prepare a record of the Tender opening that shall include, as a minimum: the name of the Tenderer and whether there is a withdrawal and/or

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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

- 29.1 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.
- 29.2 If a Tenderer does not provide clarifications of its Tender by the date and time set in the Procuring Entity's request for clarification, its Tender may be rejected.

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) If accepted, would:
- (i) Affect in any substantial way the scope, quality, or performance of the Information System specified in the Contract; or

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- (ii) Limit in any substantial way, in consistent with the tendering document, the Procuring Entity's rights or the Tenderer's obligations under the proposed Contract; or
- (b) if rectified, would unfairly affect the competitive position of other Tenderers presenting substantially responsive Tenders.
- 30.3 The Procuring Entity shall examine the technical aspects of the Tender in particular, to confirm that all requirements of Part 2, Procuring Entity's Requirements have been met without any material deviation, reservation, or omission.
- 30.4 To be considered for Contract award, Tenderers must have submitted Tenders:
- (a) for which detailed Tender evaluation using the same standards for compliance determination as listed in ITT 17 and ITT 18 confirms that the Tenders are commercially and technically responsive, and include the hardware, Software, related equipment, products, Materials, and other Goods and Services components of the Information System in substantially the full required quantities for the entire Information System or, if allowed the individual Subsystem, lot or slice Tender on; and are deemed by the Procuring Entity as commercially and technically responsive; and
 - (b) that offer Information Technologies that are proven to perform up to the standards promised in the tender by having successfully passed the performance, benchmark, and/or functionality tests the Procuring Entity may require, pursuant to ITT 33.3.

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 related to Tender price. 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 in the manner specified in the TDS.
- 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

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and the total price shall be corrected, unless in the opinion of the Procuring entity there is an obvious misplacement of the decimal point in the unit price, in which case the total price as quoted shall govern and the unit price shall be corrected;

- (b) if there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail, and the total shall be corrected; and
- (c) if there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject to (a) and (b) above.

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

32. Preliminary Examination of Tenders – Eligibility and Administrative Compliance

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

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

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

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

- (a) the Tender Submission Sheet, including:
 - (i) a brief description of the information system 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

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33.1 The Procuring entity shall examine the information supplied by the Tenderers Pursuant to ITT 9 and ITT 17, and in response to other requirements in the Tendering document, considering the following factors:

- a) Overall completeness and compliance with the Technical Requirements; and deviations from the Technical Requirements;
- b) suitability of the Information System offered in relation to the conditions prevailing at the site; and the suitability of the implementation and other services proposed, as described in the Preliminary Project Plan included in the tender;
- c) achievement of specified performance criteria by the Information System;
- d) compliance with the time schedule called for by the Implementation Schedule and any alternative time schedules offered by Tenderers, as evidenced by a milestone schedule provided in the Preliminary Project Plan included in the tender;
- e) type, quantity, quality, and long-term availability of maintenance services and of any critical consumable items necessary for the operation of the Information System;
- f) any other relevant technical factors that the Procuring Entity deems necessary or prudent to take into consideration;
- g) any proposed deviations in the tender to the contractual and technical provisions stipulated in the tendering documents.

33.2 The Procuring Entity's evaluation of tenders will consider technical factors, in addition to cost factors. The Technical Evaluation will be conducted following the Criteria specified in Section III, Evaluation and Qualification Criteria, which permits a comprehensive assessment of the technical merits of each Tender. All tenders that fail to pass this evaluation will be considered non-responsive and will not be evaluated further

33.3 Where alternative technical solutions have been allowed in accordance with ITT 13, and offered by the Tenderer, the Procuring Entity will make a similar evaluation of the alternatives. Where alternatives have not been allowed but have been offered, they shall be ignored.

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

34.1 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

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this non-working day shall be used for currency conversion or as otherwise specified **in the TDS.**

35. Margin of Preference for international tenders

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

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

- (a) Group A: Swati Company participating alone in the tender *[In accordance with Regulation 12(2) of the Procurement Regulations, 2020]*
- (b) Group B: Foreign Company sub-contracting or partnering with Swati company *[In accordance with Regulation 12(5) of the Procurement Regulations, 2020]*
- (c) Group C: Foreign company using locally manufactured goods or by Swati agents or nationals.

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

36. Financial evaluation of Tenders

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

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

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

36.4 To financially compare Tenders, the Procuring entity shall:

- (a) determine the Tender price, taking into account the costs listed of Section 3, Evaluation Methodology and Criteria;
- (b) correct any arithmetic errors in accordance with ITT Sub-Clause 31.4;
- (c) apply any unconditional discounts offered in accordance with ITT Sub-Clause 12.1(d);
- (d) make adjustments for any nonmaterial nonconformities and omissions in accordance with ITT Sub-Clause 31.3;
- (e) apply any non-cost factors in accordance with ITT Sub-Clause 36.3;
- (f) convert all Tenders to a single currency in accordance with ITT Clause 34;

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- (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)

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

38. Post-qualification of the Tenderer

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

39. Negotiations

Negotiations are prohibited under this procedure.

F. Award of Contract

40. Award Procedure and Notice of Intention to award

- 40.1 The Procuring Entity shall issue a Notice of Intention to Award of Tender within 5 working days after the decision of the relevant approval's authority to award a contract, issue the Notice to all Tenderers and to the Agency for publication on its website.
- 40.2 No contract shall be signed within period of ten (10) working days after the date of display of the best evaluated Tenderer notice.
- 40.3 The Procuring entity shall award the Contract to the successful Tenderer whose has been determined to be the Lowest/ best evaluated Tender. The determination of the lowest/ Best Evaluated Tender will be made in accordance to one of the two options as defined in the TDS. The methodology options are:

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The Procuring Entity shall award the Contract to the successful tenderer whose tender has been determined to be the Lowest Evaluated Tender

- a) When **rated criteria are used**: The Tenderer that meets the qualification criteria and whose Tender:
 - i) Is substantially responsive; and
 - ii) Is the Best Evaluated Tender (i.e. the Tender with the highest combined technical/ quality/ price score); or
- b) When **rated criteria are not used**: The Tenderer that meets the qualification criteria and whose Tender has been determined to be:
 - i) Most responsive to the tendering document; and
 - ii) The lowest evaluated cost.

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

- 41.1 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 for the items as indicated **in the TDS**.

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

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insurance bonds with proof of re-insurance, in the format included in Section 9 (contract forms) can be accepted.

46. Advance Payment and Security

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

47. Procurement Related Complaints and Administrative Review

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

48. Abnormal Low and Abnormally High Prices

48.1 Abnormally Low Prices

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

48.2 Abnormally High Prices

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

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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

The following specific data for the Information System to be procured shall complement, supplement, or amend the provisions in the Instructions to Tenderers (ITT). Whenever there is a conflict, the provisions here in shall prevail over those in ITT.

Instructions to Tenderers Reference	Data relevant to the ITT
A. General	
ITT 1.1	<p>The Procuring entity is: ESWATINI BANK</p> <p>The subject of procurement is: SUPPLY, DELIVERY, INSTALLATION, TESTING AND COMMISSIONING OF CORE BANKING SYSTEM</p> <p>The Procurement Reference number of the Tendering Document is: RFPIT/10/2026</p>
B. Tendering Document	
ITT 7	<p>For clarification purposes only, the Procuring entity's address is:</p> <p>The Secretary of the Tender Committee</p> <p>Eswatini Bank</p> <p>Engungwini building Gwamile street Mbabane</p> <p>Email: tenders@swazibank.co.sz</p> <p>The Procuring entity will respond to any request for clarification provided that such request is received no later than 6 February 2026</p>
C. Preparation of Tenders	
ITT 10.2	The language for the Tender is English
ITT 11 (j)	The Tenderer shall submit with its Tender the following additional documents: As provided in the preliminary evaluation criteria
ITT 14.2	The Tenderer MUST tender for Recurrent Cost Items
ITT 14.4a)	The Tenderer MUST tender for contracts of Recurrent Cost Items not included in the main Contract
ITT 14.5	The Incoterms edition is: Not Applicable
ITT 14.6	Named place of final destination (or Project site) is: Eswatini Bank
ITT 14.8	There is no modification to ITT 19.8. All costs provided in this ITT must be quoted

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Instructions to Tenderers Reference	Data relevant to the ITT
ITT 14.9	The prices quoted by the Tenderer shall not be subject to adjustment during the performance of the Contract
ITT 15.1	The Tenderer is required to quote in the currency of Eswatini the portion of the Tender price that corresponds to expenditures incurred in that currency
ITT 15.2	Tenderers shall quote in Lilangeni
ITT 18.2(a)	In addition to the topics described in ITT Clause 18.2 (a), the Preliminary Project Plan must address the following topics: <ul style="list-style-type: none"> (i) Project Organization and Management Sub-plan, including management authorities, responsibilities and contacts as well as task, time and resource-bound schedules (in GANTT format) (ii) Implementation Sub-Plan (iii) Training Sub-Plan (iv) Testing and Quality Assurance Sub-Plan. (v) Warranty Defect Repair and Technical Support Service Sub-Plan
ITT 18.3	In the interest of effective integration, cost-effective technical support and reduced re-training and staffing costs, Tenderers are required to offer specific brand names and models for the following limited number of specific items: Not Applicable
ITT 20.1	The tenders shall be 120 days
ITT 21.1	A Tender Securing Declaration shall be required.
ITT 21.3	The Tender Securing Declaration shall be valid until 13 July 2026
ITT 22.1	Electronic copies are required for this tender limited to one
D. Submission and Opening of Tenders	
ITT 24.1	<p>The Tenders shall be submitted in two separate folders, viz., Technical and Financial.</p> <p>The two folders must be enclosed in a zip folder, which shall be marked: “Invitation to tender : RFPIT/10/2026 – and should be emailed to Tenders tenders@swazibank.co.sz with email subject RFPIT/10/2026 on or before 10:00 am on 13 February 2026.</p> <p>To submit the proposals electronically, tenderers are required to encrypt both the technical and financial proposals with different passwords.</p> <p>Tenderers should provide their respective password for only the technical proposals on 9 January 2026 after 10:00 am. Tenderers who fail to provide their respective password or other means of access to the document within 15</p>

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Instructions to Tenderers Reference	Data relevant to the ITT
	minutes after to the tender opening shall be deemed not to have submitted their tender.
ITT 27.1	<p>The Tender opening for the technical proposal shall take place virtual using below Microsoft teams link:</p> <p>Join the meeting now</p> <p>Meeting ID: 327 088 047 511 24</p> <p>Passcode: CS7JC7bt</p>
E. Evaluation of Tenders	
ITT 31.3	<p>The adjustment shall be based on the “highest” price of the item or component as quoted in other substantially responsive Tenders. If the price of the item or component cannot be derived from the price of other substantially responsive Tenders, the Procuring Entity shall use its best estimate. If the missing Goods and Services are a scored technical feature, the relevant score will be set at zero.</p> <p>This will apply for comparison purposes only</p>
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:</p> <p>The source of exchange rate shall be: Central Bank of Eswatini.</p> <p>The date for the exchange rate shall be: 23 January 2026</p>
ITT 35.1	A margin of preference shall not apply.
ITT 38.1	<p>As additional qualification measures, the Information System (or components/parts of it) offered by the Tenderer with the Best Evaluated Tender may be subjected to the following tests and performance benchmarks prior to Contract award:</p> <ol style="list-style-type: none"> Demonstration tests (as per the technical requirements) Performance benchmarks (as per the technical requirements) Reference site visits (as per the technical requirements)
F. Award of Contract	
ITT 40.3	The award will be made on the basis of rated criteria pursuant to ITT 37.1 in accordance with Section 3, Evaluation Methodology and Criteria.
ITT 42.1	<p>The maximum percentage by which quantities may be increased is: 20% [for licenses]</p> <p>The maximum percentage by which quantities may be decreased is: 20% [for licenses]</p>
ITT 46.1	The Advance Payment shall be limited to 30% percent of the Contract Price.

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Instructions to Tenderers Reference	Data relevant to the ITT
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>[insert title/position]</i></p> <p>Procuring Entity: <i>[insert name of Procuring Entity]</i></p> <p>Email address: <i>[insert email address]</i></p>

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Section 3: Evaluation Methodology and Criteria

This Section contains all the criteria that the Procuring Entity shall use to evaluate Tenders and qualify Tenderers. No other factors, methods or criteria shall be used. The Tenderer shall provide all the information requested in the forms included in Section 4, Tendering Forms

1. Evaluation and contract award criteria

The Procuring Entity shall use the criteria and methodologies listed in this Section to evaluate tenders and arrive at the Lowest Evaluated Tender. The tender that

- (i) meets the qualification criteria,
- (ii) has been determined to be substantially responsive to the Tender Documents, and
- (iii) is determined to have the Lowest Evaluated Tender price shall be selected for award of contract

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2. Preliminary Examination for determination of responsiveness

The Procuring Entity will start by examining all tenders to ensure they meet in all respects the eligibility criteria and other mandatory requirements in the ITT, and that the tender is complete in all aspects in meeting the requirements provided for in the preliminary evaluation criteria outlined below. Tenders that do not pass the Preliminary Examination will be considered non-responsive and will not be considered further.

Evaluation shall be undertaken in 3 stages:

Stage 1: Compliance with mandatory/preliminary requirements (documents attached- Yes/No)

Stage 2: Technical Evaluation (Capacity to Deliver the Service)

- **Section I: Mandatory Technical requirement and Implementation experience**
- **Section II: Detailed technical requirement, technical staff competencies, Project implementation Methodology**
- **Section III: Demo Scorings**

Stage 3: Financial Evaluation

Stage 4: Due Diligence/Post Qualification Exercise

STAGE 1: PRELIMINARY MANDATORY REQUIREMENTS

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 information systems in accordance with ITT Clause 5.

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

	Eligibility Requirement	Documentary Evidence to be Provided by the Tenderer
(a)	The Consultant has legal capacity to enter into the contract	(i) Certificate of Incorporation or Registration (ii) Trading License for the current year (iii) A certified copy of an official statement of the Directors, alternative directors, managers and auditors of the company (iv) A certified copy of an official statement of the annual summary of shares capital and shares (v) Certified Copies of Identity Documents for Directors Any other sufficient evidence
(b)	The Consultant is not insolvent, in receivership, bankrupt or being wound up, its affairs are not being	A written declaration signed by the authorised representative of the consultant

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	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	Or Any other sufficient evidence.
(c)	The Consultant has fulfilled its obligations to pay taxes	Tax Compliance Certificate issued by Tax Regulator
(d)	The Consultant has fulfilled its obligations to social security contributions	Social Security Compliance Certificate or equivalent
(e)	The Consultant adheres to basic labour legislation	Labour Compliance Certificate
(f)	The Consultant does not have a conflict of interest in relation to the procurement requirement	A written declaration signed by the authorised representative of the consultant
(g)	The Consultant, 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	A written declaration signed by the authorised representative of the consultant Police Clearances for directors or officers A Certificate or Letter of Good Conduct Issued by a Competent Authority in the Consultant's Country
(f)	The Consultant is not subject to suspension in accordance with section 55 [of the Public Procurement Act, 2011] ¹ , and none of its directors or officers have been involved in a tenderer or supplier currently subject to suspension	A written declaration signed by the authorised representative of the consultant

Note: At this stage, tenderers submission will either be responsive or non-responsive. The non- responsive submissions will be eliminated from the entire evaluation process and will not be considered further. Tenders will therefore proceed to the technical evaluation stage only if they qualify in compliance at this stage

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.

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:

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¹ Refers to suspension by the Eswatini Public Procurement Regulatory Agency

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- (i) all partners shall be jointly and severally liable for the execution of the Contract in accordance with the Contract terms;
 - (ii) one of the partners will be nominated as being in charge, and receive instructions for and on behalf of any and all partners of the joint venture; and
 - (iii) the execution of the entire Contract, including payment, shall be done exclusively with the partner in charge.
- (b) a Power of Attorney from each member of the JV nominating a Representative in the JV and a Power of Attorney from the JV nominating a representative who shall have the authority to conduct all business for and on behalf of any and all the parties of the JV during the Tendering process and, in the event the JV is awarded the Contract, during contract execution.

STAGE 2: TECHNICAL EVALUATION

EVALUATION OF CAPACITY TO DELIVERY THE CORE BANKING SYSTEM

Section I: Mandatory system requirements (YES/NO)

Section II: Capacity to deliver (scoring): detailed system requirements (system requirements not considered in the Mandatory system requirements), Technical staff competencies, Project implementation Methodology

Section III: Demo Scoring

Weightage: The pass mark shall be 70% to qualify for financial Evaluation.

Evaluation Attribute	Weighting Score	Total Score
STAGE 2:SECTION I:		
Mandatory Technical requirement (YES/NO)		
<ol style="list-style-type: none"> The bidder should have been carrying out core banking system implementation and should furnish/provide evidence/Proof of completion of at least 5 projects for commercial banks with 3 banks in southern Africa. Enclose relevant Documentary proof. For each of the five (5) projects, Indicate the Organization, Address (physical & Telephone), key contact person, email, Implementation scope and costing. Provide copies of the following evidence for each of the five reference sites: <ul style="list-style-type: none"> evidence of award in form of LPO/ Work Order/ Contract evidence of full implementation in form of completion/GO LIVE certificate proof of ongoing support in form of recommendation letter from the client 	YES/NO	YES/NO

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Incomplete contact details, lacking evidence of contract information shall invalidate the reference site. However, the bank reserves the right to seek additional supporting documents for the above projects		
2. The solution will be evaluated on meeting the identified mandatory system requirement as outlined in this document- Section 6.2 Mandatory Functional Capabilities	YES/NO	YES/NO
<p>At this stage, tenderers submission will either be responsive or nonresponsive. The non- responsive submissions will be eliminated from the entire evaluation process and will not be considered further.</p> <p>Tenders will therefore proceed to the stage 2: section II only if they qualify in compliance at this section</p>		
<p>STAGE 2: SECTION II:</p> <p>Weighting: The total technical score will carry 100% of overall evaluation score and bidders will be required to score 70% out of 100% to be technically responsive</p>		
<p>TECHNICAL SPECIFICATIONS:</p> <p>Technical Evaluation Based on the System/Product Functional Requirements The solution will be evaluated on meeting the detailed terms of reference (requirements in all the sections of the bid) as outlined in section 6 of this document.</p>	Full compliance 45	45
<p>TECHNICAL STAFF COMPETENCES (TOTAL SCORE=15%)</p> <p>Attach the CVs accompanied by copies of Academic and specialization certificates for key personnel proposed for administration and execution of the contract</p>		
<p>Project Manager</p> <p>1. Masters in computer science, Engineering, IT or related degree (S)He should have a minimum of 10 years' experience in IT systems a minimum of 6 years' experience in Project Management</p> <p>2. Professional experience in developing and implementing and managing scalable systems with competencies in core banking systems and IT in general. Give a minimum of five projects.</p> <p>3. ICT related certification, PRINCE2/PMI or other equivalent project management certifications</p>	4	15
<p>Security expert</p> <p>1. B.SC/ in Computer Science, Engineering or related degree</p> <p>2. Have relevant certifications in the area of system security.</p> <p>3. 4+ years of experience in ICT security field and should have experience in ICT systems security and design, development, Implementation of security solutions. Give reference a minimum of four projects</p>	3	

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System designer and developer/System Engineer 1. B.SC/ in Computer Science, Engineering or related degree 2. Have relevant certifications in systems development e.g. expert system engineering professional (ESEP), certified system engineering professional (CSEP) etc. and have relevant certification in the area of web-based systems and certification in various Programming software e.g. C, C++, ORACLE, MYSQL, the area. 3. 4+ years of experience in ICT system design, development and implementation with a bias on core banking systems implementation. Give a minimum of four projects	4	
Implementation Methodology (20 points)		
Provide a detailed implementation methodology indicating the following, as a minimum: 1. Tentative project plan 2. Project organization 3. Test plan 4. Training plan 5. Integration strategy 6. cut-over strategy 7. post GO-LIVE support strategy clearly indicating what is in scope and what shall be out of scope and how out of scope items shall be handled 8. Project Management Methodology	20	20
Only Bids that score 70% out of 80 Marks in the Technical evaluation Stage 2 section II will proceed to stage 2 Section III of Technical evaluation. Bids that score less than 70% shall be treated as non-responsive and will not be evaluated further.		
STAGE 2: SECTION III Demo – Product Demo/ Visits (20marks) system Only bidders who achieve 70% and above in stage 2 section II shall get to this stage. The qualified tenderers at this stage shall be evaluated for their capability to deliver, implement and support the proposed solution. The demo shall be to validate the information supplied in the checklists above. This will account for 20% of the total technical score.	20	20
Bids that score equal to or above 80% in the technical evaluation stage will proceed to stage III of financial evaluation. Bids that score less than 80% shall be treated as non-responsive and will not be evaluated further.		

STAGE 3: THE FINANCIAL EVALUATION (QUOTED PRICES)

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Only bidders who meet all the requirements in the technical evaluation criteria and has the lowest evaluated price will be recommended for award and if they decline the 2nd lowest will be recommended.

STAGE 4: POST QUALIFICATION DUE DILIGENCE

The Bank shall conduct post qualification due diligence to determine to its satisfaction whether the tenderer that is selected as having submitted the lowest evaluated responsive tender is qualified to perform the contract satisfactorily. If the bidder is found to have given false information in the tender hence not meeting the requirements shall be disqualified from this tender.

AWARD

The bidder who has the lowest evaluated price and passes the due diligence exercise will be recommended for award and if they decline, the 2nd lowest will be recommended.

3. Tender Evaluation

Price evaluation: in addition to the criteria listed in ITT 36.4 the following criteria shall apply:

- i) **Time Schedule:** time to complete the Information System from the effective date specified in Article 3 of the Contract Agreement for determining time for completion of pre-commissioning activities is: No credit will be given for earlier completion. Tenders offering a completion date beyond the maximum designated period shall be rejected.
- ii) **Recurrent Costs** - since the operation and maintenance of the system being procured form a major part of the implementation, the resulting recurrent costs will be evaluated according to the principles given here after, including the cost of recurrent cost items for the initial period of operation stated below, based on prices furnished by each Tenderer in Price Schedule No 3 and 5 The recurrent cost factors for calculation of the implementation schedule are:
 - Number of years for implementation
 - Hardware maintenance
 - Software licenses and updates
 - Technical services
 - Telecommunication services
- iii) **Recurrent cost items for post- warranty service period** if subject to evaluation shall be included in the main contractor, a separate contract

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signed together with the main contract. Such costs shall be added to the Tender price for evaluation

Margin of Preference-NOT APPLICABLE

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

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

After application of the preferences, all the Tenders shall be compared, with the lowest-evaluated Tender determined from this comparison selected for the award.

4. Post qualification and Contract award (ITT 39), more specifically

- a) In case the tender was subject to post-qualification, the contract shall be awarded to the lowest evaluated tenderer, subject to confirmation of pre-qualification data, if so required.
- b) In case the tender was not subject to post-qualification, the tender that has been determined to be the lowest evaluated tenderer shall be considered for contract award, subject to meeting each of the following conditions.
 - i) The Tenderer shall demonstrate that it has access to, or has available, liquid assets, unencumbered real assets, lines of credit, and other financial means (independent of any contractual advance payment) sufficient to meet the construction cash flow of Eswatini Lilangeni
 - ii) Minimum average annual construction turnover of Eswatini Lilangeni ____ [insert amount], equivalent calculated as total certified payments received for contracts in progress and/ or completed within the last _____ [insert of year] years.
 - iii) At least _ (insert number) of contract(s) of a similar nature executed within Eswatini, or the East African Community or abroad, that have been satisfactorily and substantially completed as a prime contractor, or joint venture member or sub-contractor each of minimum value Eswatini Lilangeni equivalent.
 - iv) Supplier's Representative and Key Personnel, which are specified as
 - v) Other conditions depending on their seriousness.

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5. Determination of Best Evaluated Tender or Tenders

- 5.1 The Tender with the lowest evaluated price, from among those which are eligible, compliant and substantially responsive shall be the best evaluated Tender. If this Tendering Document includes more than one lot, the best evaluated Tender shall be determined separately for each lot.
- 5.2 Notwithstanding paragraph 5.1, if this Tendering Document allows Tenderers to quote different prices for single lots and for the award to a single Tenderer of multiple lots, the Procuring entity shall conduct a further financial evaluation to apply any conditional discounts. The Tender or Tenders offering the lowest priced combination of all the lots shall be the best evaluated Tender or Tenders.

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Section 4: Tendering Forms

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

Tender Submission Sheet

Date: *[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 provide design, supply, and installation services in conformity with the tendering document of the following: *[insert a brief description of the IS Design, Supply and Installation Services]*;
- (c) The total price of our Tender, excluding any discounts offered in item (d) below, is: *[insert the total Tender price in words and figures, indicating the various amounts and the respective currencies]*;
- (d) The discounts offered and the methodologies for their application are:

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

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

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

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

- (e) Our Tender shall be valid until the date specified in ITT Sub-Clause 20.1 and it shall remain binding upon us and may be accepted at any time before that date;
- (f) We, including any subcontractors or Suppliers for any part of the contract resulting from this procurement process, are eligible to participate in public procurement in accordance with ITT Clause 4.1
- (g) If our Tender is accepted, we commit to obtain a Performance Security in accordance with the Tendering Document in the amount of *[insert amount and currency in words and figures of the performance security]* for the due performance of the Contract;
- (h) We, including any subcontractors or Suppliers for any part of the contract, have nationals from the following eligible countries *[insert the nationality of the Tenderer, including that of all parties that comprise the Tenderer, if the Tenderer is a Joint Venture consortium or association, and the nationality of each subcontractor]*;
- (i) We undertake to abide by the Code of Ethical Conduct for Tenderers and Suppliers during the procurement process and the execution of any resulting contract;

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ITT for Information System



Part 1: Section 4 Tendering Forms

- (j) We are not participating, as Tenderers, in more than one Tender in this Tendering process, other than alternative Tenders in accordance with the Tendering Document;
- (k) We do not have any conflict of interest and have not participated in the preparation of the original Statement of Requirements for the Procuring entity;
- (l) We, our affiliates or subsidiaries, including any subcontractors or Suppliers for any part of the contract, have not been debarred by the Eswatini Public Procurement Regulatory Agency from participating in public procurement;
- (m) The following commissions, gratuities, or fees have been paid or are to be paid with respect to the Tendering process or execution of the Contract: *[insert complete name of each Recipient, their full address, the reason for which each commission or gratuity was paid and the amount and currency of each such commission or gratuity. If none has been paid or is to be paid, indicate "none."]*

Name of Recipient	Address	Reason	Amount & Currency

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

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

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

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

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

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

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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 Suppliers

1. Ethical Principles

Tenderers and Suppliers 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 Suppliers 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 Suppliers shall not accept contracts which would constitute a conflict of interest with, any prior or current contract with any procuring entity. Tenderers and Suppliers 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 Suppliers in the course of procurement processes, or the performance of contracts shall be true, fair and not designed to mislead.
- (2) Suppliers 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 Suppliers 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 Suppliers 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 Suppliers 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 Suppliers 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;

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- (e) unlawfully obtain information relating to a procurement process in order to influence the process or execution of a contract to the detriment of the PE; and
- (f) withholding information from the PE during contract execution to the detriment of the PE.

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

AUTHORISED SIGNATORY

NAME OF TENDERER

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PRICE SCHEDULE FORMS

Notes to Tenderers on working with the Price Schedules

1.1 General

The Price Schedules are divided into separate Schedules as follows:

- a Grand Summary Cost Table
- b Supply and Installation Cost Summary Table
- c Recurrent Cost Summary Table

- 1.1 The Schedules do not generally give a full description of the information technologies to be supplied, installed, and operationally accepted, or the Services to be performed under each item. However, it is assumed that Tenderers shall have read the Technical Requirements and other sections of these tendering documents to ascertain the full scope of the requirements associated with each item prior to filling in the rates and prices. The quoted rates and prices shall be deemed to cover the full scope of these Technical Requirements, as well as overhead and profit.
- 1.2 If Tenderers are unclear or uncertain as to the scope of any item, they shall seek clarification in accordance with the Instructions to Tenderers in the tendering documents prior to submitting their tender.

2. Pricing

- 2.1 Prices shall be filled in indelible ink, and any alterations necessary due to errors, etc., shall be initialed by the Tenderer. As specified in the Tender Data Sheet, prices shall be fixed and firm for the duration of the Contract.
- 2.2 Tender prices shall be quoted in the manner indicated and, in the currencies, specified in ITT 18.1 and ITT 18.2. Prices must correspond to items of the scope and quality defined in the Technical Requirements or elsewhere in these tendering documents.
- 2.3 The Tenderer must exercise great care in preparing its calculations, since there is no opportunity to correct errors once the deadline for submission of tenders has passed. A single error in specifying a unit price can therefore change a Tenderer's overall total tender price substantially, make the tender noncompetitive, or subject the Tenderer to possible loss. The Procuring Entity will correct any arithmetic error in accordance with the provisions of ITT 32.
- 2.4 Payments will be made to the Supplier in the currency or currencies indicated under each respective item. As specified in ITT18.2, no more than two foreign currencies may be used.

1. Grand Summary Cost Table

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		<i>[insert: Swazi Lilangani] Price</i>	<i>[insert: Foreign Currency A] Price</i>	<i>[insert: Foreign Currency B] Price</i>
1.	Supply and Installation Costs (from Supply and Installation Cost Summary Table)			
2.	Recurrent Costs (from Recurrent Cost Summary Table)			
3.	Grand Totals (to Tender Submission Form)			

Name of Tenderer: _____

_____ Date _____

Authorized Signature of Tenderer:

2. Supply and Installation Cost Summary Table

Costs MUST reflect prices and rates quoted in accordance with ITT17

Line Item No.	Subsystem / Item	Supply and Installation Cost Sub-Table No.	<i>[insert: Eswatini Lilangeni] Price</i>	<i>[insert: Local Currency] Price</i>	<i>[insert: Foreign Currency A] Price</i>
1	Project Plan	- -			
2	Subsystem 1				
SUBTOTALS					
TOTAL (To Grand Summary Table)					

Note: - indicates not applicable. “Indicates repetition of table entry above. Refer to the relevant Supply and Installation Cost Sub-Table for the specific components that constitute each Subsystem or line item in this summary table

Name of Tenderer:

_____ Date

_____ Authorized

Signature of Tenderer:

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3. Recurrent Cost Summary Table

Costs MUST reflect prices and rates quoted in accordance with ITT 17 and ITT18.

Line Item No.	Subsystem / Item	Recurrent Cost Sub-Table No.	[insert: Eswatini Lilangeni] Price	[insert: Foreign Currency A] Price	[insert: Foreign Currency B] Price
	Subtotals (to Grand Summary Table)				

Note: Refer to the relevant Recurrent Cost Sub-Tables for the specific components that constitute the Sub system or line item in this summary table.

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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4. Supply and Installation Cost Sub-Table [insert: identifying number]

Line-item number: [specify: **relevant line-item number from the Supply and Installation Cost Summary Table** (e.g., 1.1)]

Prices, rates, and subtotals **MUST** be quoted in accordance with ITT 17 and ITT18.

			Unit Prices / Rates					Total Prices			
			Supplied Locally	Supplied from Eswatini	from	outside	Supplied Locally		Supplied from outside Eswatini		
Component No.	Component Description	Quantity	[insert: local currency]	[insert: local currency]	[insert: foreign currency A]	[insert: foreign currency B]	[insert: local currency]	[insert: local currency]	[insert: foreign currency A]	[insert: foreign currency B]	[insert: foreign currency]
X.1		--	--	--	--	--					
Subtotals (to [insert: line item] of Supply and Installation Cost Summary Table)											

Note: - - indicates not applicable

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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5. **Recurrent Cost Sub-Table [insert: identifying number] –Warranty Period**

Costs **MUST** reflect prices and rates quoted in accordance with ITT 17 and ITT18.

Component No.	Component	Maximum all-inclusive costs (for costs in [insert: currency])						Sub-total for [insert: currency]
		Y1	Y2	Y3	Y4	...	Yn	
1.	Hardware Maintenance	Incl. in Warranty	Incl. in Warranty	Incl. in Warranty				
2.	Software Licenses & Updates	Incl. in Warranty						
2.1	System and General-Purpose Software	Incl. in Warranty						
2.2	Application, Standard and Custom Software	Incl. in Warranty						
3.	Technical Services							
3.1	Sr. Systems Analyst							
3.2	Sr. Programmer							
3.3	Sr. Network Specialist, etc.							
4.	Telecommunications costs [to be detailed]							
5.	[Identify other recurrent costs as may apply]							
	Annual Subtotals:							--
Cumulative Subtotal (to [insert: currency] entry for [insert: line item] in the Recurrent Cost Summary Table)								

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]

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

Tender Security

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

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

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

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

THE CONDITIONS of this obligation are the following:

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

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

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

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

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

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

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

Manufacturer's Authorisation

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

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

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

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

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

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

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

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

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

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

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Section 5: Eligible Countries

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

A country shall not be eligible if:

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

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PART 2 - Statement of Requirements

Supply, installation, implementation and maintenance of Core Banking System(CBS)

Section 6: Requirements of the information system

6.1 Purpose and Objectives

The Procuring Entity seeks a modern, secure, and scalable Core Banking System (CBS) that:

- Consolidates banking operations across Retail, Corporate, SME, Treasury, Islamic Banking, Insurance (Bancassurance), Merchant Acquiring, and Branch Operations.
- Delivers end-to-end functionality in real time with a unified Customer Information File (CIF) and single source of truth across channels.
- Provides robust integration via APIs to internal platforms and external payment rails (e.g., Eswatini Payment Switch, SWIFT, TCIB, SWIPSS, ESEACH, RTGS), and supports Internet/Mobile/Agency Banking, ATMs, Merchant Portals, Data Warehouse, and Document & Records Management.

6.2 Mandatory Functional Capabilities

The CBS must include, at minimum, the following modules and features:

1. Customer Information & CRM

- Unified CIF with household/corporate relationship hierarchies.
- Customer segmentation & profiling; campaign and remarketing hooks.
- Document repository linked to CIF (KYC, onboarding, credit files).

2. Deposits & Accounts

- Current/savings/fixed deposits; product parameterization (fees, interest, tiered pricing).
- Account opening, maintenance, dormancy/reactivation, closures.
- Statements, interest accrual, charges, and end-of-day (EOD) processing.

3. Lending

- Loan origination (configurable workflows), credit scoring, collateral, covenants.
- Disbursements, schedules, restructures, top-ups, renewals.
- Collections, dunning, NPL workflows, provisioning.

4. Corporate & SME Banking

- Corporate hierarchies, related parties (directors/partners/associates).
- Cash management, liquidity sweeps, bulk payments, escrow.
- Merchant accounts and acquiring services, settlement and reconciliation.

5. Treasury & Markets

- Forex (spot/forward/swap), money markets, securities trading.
- Position keeping, limits, market/credit/liquidity risk.
- Currency revaluation and retranslation.

6. Compliance & Risk

- AML/KYC, sanction screening, transaction monitoring.
- Audit logging of all user/system actions; parameter change control.
- Regulatory reporting support (including Balance of Payments where applicable).

7. Payments & Rails

- ISO 20022 and SWIFT FIN/ISO 20022 support.
- Domestic rails: TCIB, SWIPSS, ESEACH, RTGS; Eswatini Payments Switch.

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- Cross-border payments with embedded sanctions screening and BOP data capture.
- 8. Digital Channels Integration**
 - APIs for Internet Banking, Mobile Banking, Agency Banking, ATMs & Self-Service, Merchant Portal.
 - Event-driven and batch interfaces; webhooks for real-time updates.
 - Integration with Data Warehouse and Enterprise Document/Records Management.
- 9. Branch Operations**
 - Vault/till management, cash forecasting, EOD balancing.
 - Device-to-branch assignment; hardware inventory mapping.
- 10. Islamic Banking (Comprehensive Stand-Alone Module)**
 - Shariah-compliant products, profit distribution, Islamic treasury products.
- 11. Insurance (Bancassurance)**
 - Policy management, premium collection, reconciliation.
- 12. Business Process Management**
 - Workflow/case management, configurable approvals and SLAs.
 - Audit trails, multi-company/branch reporting.
- 13. Analytics & Reporting**
 - Built-in and ad-hoc reporting; dashboards; role-based access.
 - Machine learning/advanced analytics for risk, churn, cross-sell (where proposed).

6.3 Non-Functional Requirements

- **Architecture:** Modular SOA or microservices, container-ready, horizontally scalable.
- **Security:** MFA, encryption in transit (TLS 1.2+) and at rest (AES-256 or equivalent), RBAC/ABAC, key management (HSM support desirable), secure SDLC.
- **Performance:** *Real-time transaction processing; latency thresholds set in SLAs (see Section 7.6).*
- **Availability:** $\geq 99.9\%$ monthly uptime for core components; HA/DR architecture with $RPO \leq 15$ minutes and $RTO \leq 2$ hours (unless Vendor offers better).
- **Data Migration:** Tool-assisted migration with data quality checks, ETL mappings, and rehearsal runs.
- **Observability:** End-to-end logging, monitoring, alerting; SIEM integration.
- **Localization:** Currency, calendars, language packs; local regulatory formats as required.
- **Extensibility:** Open APIs, SDKs, configurable product engines and workflows.

6.4 Acceptance Criteria (Functional)

- All mandatory modules available, configured, and demonstrated in UAT against agreed test cases.
- 100% of critical regulatory reports produced with correct calculations and formats.
- Successful end-to-end processing across digital channels and payment rails with reconciled postings.
- Audit and security events visible within monitoring tools with role-based access enforced.

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Section 7: Technical requirements

7.1 Solution Architecture

- **Core:** Real-time transactional engine with ACID properties.
- **Integration:** REST/GraphQL APIs, message queues (e.g., Kafka/RabbitMQ), file/batch interfaces where necessary.
- **Data:** Relational DB for core ledger; analytical store for reporting; support for slowly changing dimensions in Data Warehouse integration.
- **Deployment:** On-prem, private cloud, or hybrid; container orchestration (Kubernetes/OpenShift) preferred.

7.2 Security & Compliance Controls

- Identity: SSO/SAML/OIDC integration, MFA, session management and timeouts.
- Access: Fine-grained RBAC/ABAC; maker-checker controls; segregation of duties enforced.
- Crypto: TLS for all external/internal services; database TDE; hashed credentials (bcrypt/Argon2).
- Audit: Immutable audit logs; parameter change approval workflow; export to SIEM.
- Data Protection: PII handling, data minimization, consent tracking; configurable data retention and purge jobs.
- Regulatory: AML/KYC, sanctions, FATF-aligned practices; ISO 20022 support for payments.

7.3 Performance & Scalability

- Throughput targets (indicative; to be finalized in design):
 - 250 TPS peak across payments & channel transactions.
 - Batch EOD completion within agreed window (e.g., ≤ 60 minutes).
- **Scalability:** Horizontal scaling for channels, integration services, and read-intensive workloads.
- **Caching:** Read caching and idempotency for payment initiation.

7.4 Availability, Resilience & DR

- High Availability for core services with active-active or active-passive failover.
- DR environment with replication; quarterly DR drills and documented runbooks.
- RPO/RTO as in 6.3 with monitoring of replication lag and failover health.

7.5 Data Migration & Cutover

- **Inventory:** Source systems, schemas, volumes, data quality assessment.
- **Mapping:** Field-level mapping, transformation rules, reference/master data alignment.
- **Rehearsals:** At least two full dress rehearsals before cutover; success criteria agreed.
- **Reconciliation:** Trial balances, customer/account counts, sample statements/loans reconciled.

7.6 Service Levels (SLAs)

Service	Metric	Target	Measurement	Remedy
Core Availability	Uptime per month	$\geq 99.9\%$	Synthetic & real monitoring	Service credits per % shortfall
Incident Response	P1 acknowledgment	≤ 15 min	Ticketing system	Escalation to senior team

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Incident Resolution	P1 resolution	≤ 4 hours	Post-mortem report	Credits + corrective action
API Latency	95th percentile	≤ 500 ms	APM traces	Optimization plan
Batch Window	EOD completion	≤ 60 min	Job logs	Tuning & schedule review
Change Windows	Planned downtime	≤ agreed window	CAB calendar	Reschedule & communication

7.7 Documentation, Training & Handover

- User guides, admin manuals, API specifications, configuration runbooks.
- Role-based training plans (operations, branch, call center, risk, IT).
- Knowledge transfer and final as-built documentation at handover.

Section 8: Implementation schedule

8.1 Phased Delivery Plan

Phase	Workstream	Key Activities	Deliverables	Indicative Duration
1	Initiation & Discovery	Governance setup; requirements validation; design workshops	Project Charter; Requirements Baseline; High-Level Design	4–6 weeks
2	Build & Configuration	Core setup; product parameterization; security roles; workflow configs	Configured Core & Modules; Parameter Catalog	8–12 weeks
3	Integration & Data	API integrations (channels/rails); ETL mapping; migration tooling	Integration Interfaces; Migration Design & Tooling	8–10 weeks
4	Testing	SIT; performance/stress; security testing; UAT	Test Plans & Reports; UAT Sign-off	6–8 weeks
5	Training & Readiness	Role-based training; operational readiness; DR run; cutover plan	Training Completion; ORR Report; Go-Live Runbook	3–4 weeks
6	Go-Live & Hypercare	Production cutover; stabilization; issue triage	Go-Live Completion; Hypercare Report	4 weeks
7	Post-Implementation	Optimization backlog; periodic reviews; KPI tracking	Optimization Plan; Final Acceptance	2–4 weeks

Note: Vendors must submit a detailed Gantt with interdependencies, staffing plan, and milestones aligned to the above. Final dates will be agreed during Phase 1.

8.2 Milestone Acceptance Criteria

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- **Design Baseline:** Signed functional/technical specs; security model; integration contracts.
- **SIT Exit:** All critical/high defects closed; performance targets met in controlled environment.
- **UAT Exit:** Business scenarios passed; reconciliations verified; training complete.
- **Go-Live Readiness:** ORR sign-off; DR rehearsal successful; cutover rehearsed with rollback plan.

8.3 Change Management

- Formal Change Advisory Board (CAB); impact assessments; communication plans to branches/customers as needed.

Section 9: System Inventory table

Vendors must complete and submit the following inventory tables. The Procuring Entity will validate and finalize the Bill of Materials (BoM) during design.

9.1 Software Components

Module / Component	Vendor/Product	Version	License Model	Qty / Users	Notes
Core Banking Engine					
CIF/CRM					
Lending Suite					
Treasury					
Islamic Banking					
Compliance (AML/KYC/Sanctions)					
Reporting/Analytics					
API Gateway/ESB					
Document & Records Management Integration					
Merchant Acquiring/POS					

9.2 Hardware & Infrastructure

Category	Specification	Min. Requirement	Proposed	Qty	Notes
Compute (Prod)	CPU/RAM	32 vCPU / 128 GB RAM per node (indicative)			HA cluster
Storage (Prod)	Tiered storage	SSD for OLTP; HDD for archive			RAID or equivalent
Network	Bandwidth/Latency	≥ 10 Gbps core; ≤ 2 ms intra-DC			Redundant paths
Backup	Solution & Frequency	Daily incremental; weekly full			Offsite copies
DR Site	Replication	Async/sync replication			Meets RPO/RT0

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Security	HSM/Firewall/WAF	Enterprise-grade			
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9.3 Integration Endpoints

Target System / Rail	Protocol/Standard	Message Format	Security	Throughput/Latency Targets	Notes
Eswatini Payments Switch	API/ISO 20022	ISO 20022	Mutual TLS	≤ 500 ms p95	
SWIFT (FIN/ISO 20022)	SWIFTNet	MT/ISO 20022	SWIFT security	As per SWIFT guidelines	
TCIB/SWIPSS/ESEACH/RTGS	API/File	ISO 20022/Local	TLS + Signing	Scheme-specific	
Internet/Mobile Banking	REST	JSON	OAuth 2 + mTLS	≤ 400 ms p95	
Data Warehouse	Batch/API	Parquet/CSV/JSON	VPN + TLS	N/A (batch)	
Document & Records Mgmt	API	JSON/XML	TLS	≤ 500 ms p95	

9.4 Environments & Tools

Environment	Purpose	Data Set	Access Controls	Backup/Retention
DEV	Build/config	Synthetic masked	RBAC (vendor)	Daily / 14 days
SIT	System testing	Masked production snapshot	RBAC (joint)	Daily / 30 days
UAT	Business testing	Masked production snapshot	RBAC (bank)	Daily / 30 days
DR	Resilience tests	Replicated production	RBAC (bank)	As per DR plan
PROD	Live operations	Production	RBAC (bank)	As per policy

Section 10: Background and information materials

10.1 About Eswatini Bank

Eswatini Development & Savings Bank (EDSB), known as Eswatini Bank, is the country's only 100% locally-owned bank. Eswatini Bank is both a developmental and a commercial bank that has been wholly owned by the Government of Eswatini since 1965.

The Bank has 11 branches and numerous auto teller machines (ATMs) strategically located across the country.

The bank offers diverse products and services, including loans (Housing, SMME, agricultural, personal, forex, premier, and corporate banking).

10.2 Current Systems Landscape (Indicative)

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- Legacy core banking and ancillary systems for channels, payments, reporting, and document management.
- Existing interfaces to domestic and international payment rails.
- Enterprise infrastructure with on-prem data center; DR capability to be validated and enhanced as part of this project.

Note: Vendors shall request and review the **Interface Control Documents (ICDs)** and **Current State Architecture** pack during Phase 1 workshops.

10.3 Regulatory & Compliance Considerations

- AML/KYC compliance aligned to national regulations and FATF recommendations.
- Sanction screening requirements for cross-border payments and customer onboarding.
- ISO 20022 modernization roadmap for payment messaging.

10.4 Transaction & Growth Assumptions (Indicative)

- Daily transaction volumes vary by channel; peak periods aligned to payroll and end-of-month cycles.
- Year-on-year growth expected in digital channels; scalability is a mandatory requirement.

10.5 Project Governance

- Steering Committee, Project Sponsor, Business/IT Leads, CAB for changes.
- Joint decision logs, risk/issue registers, and weekly status cadence.

10.6 Vendor Submission Requirements (for this Section)

- Completed **System Inventory Tables** (Section 9).
- Detailed **Implementation Schedule** with resourcing and milestones (Section 8).
- **Security & Compliance** statement mapping to Section 7.
- **Data Migration Strategy** and **Cutover Runbook** outline.
- **Support & Maintenance Plan** with SLAs, escalation matrix, and on-site/off-site staffing.

Annex A: Acceptance Test Matrix (Excerpt)

Area	Scenario	Expected Outcome
CIF & CRM	Create corporate with related directors	CIF hierarchy created; roles assigned; KYC docs stored
Lending	Origination to disbursement	Workflow approvals pass; schedule generated; GL postings reconciled
Payments	ISO 20022 credit transfer	Message validated; sanction screen passed; settlement confirmed
Treasury	FX forward booking	Position updated; limits enforced; revaluation correct
Compliance	Alert triage	Alerts scored; case created; audit trail complete
Channels	Mobile transfer	API latency within SLA; real-time posting; receipt generated
Branch Ops	EOD balancing	Balances reconciled; variances logged; approvals recorded
DR	Failover drill	Recovery within RTO; data loss ≤ RPO

Annex B: Training & Knowledge Transfer

- Role-based curricula (branch, call center, operations, risk/compliance, treasury, IT).

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- Train-the-trainer model; certification of key users.
- Post-go-live refresher sessions and knowledge base.

Audience/Role	Course/Module	Learning Objectives	Format	Duration	Assessment
Branch Staff	Account Opening & Maintenance	Open/maintain accounts; apply fees/interest; EOD	Instructor-led + hands-on	1 day	Practical checklist
Call Center	Customer Service & CIF	Search/update CIF; verify identity; log cases	Instructor-led	0.5 day	Scenario-based
Operations	Payments & Reconciliation	Process payments; reconcile postings; handle exceptions	Workshop	1 day	Exercise & quiz
Risk/Compliance	AML/KYC & Monitoring	Run screenings; triage alerts; escalate cases	Workshop	1 day	Case review
Treasury	FX/MM/Securities	Deal capture; positions; limits; revaluation	Hands-on	1 day	Practical test
IT/Admin	Security & Configuration	RBAC; parameter mgmt; audit; backups	Hands-on	1 day	Admin checklist
Key Users/Trainers	Train-the-Trainer	Deliver training; assess learners; maintain KB	Instructor-led	0.5 day	Delivery assessment

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PART 3 - Contract

Section 11: General Conditions of Contract for the Supply and installation of information systems

Any resulting contract shall be subject to the Government of Eswatini General Conditions of Contract (GCC) for the Procurement of information system available on below link:

[GCC - Information systems.docx](#) except where modified by the Special Conditions below.

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Section 12: Special Conditions of Contract

SECTION VII - SPECIAL CONDITIONS OF CONTRACT

Special Conditions of Contract

The following Special Conditions of Contract (SCC) shall supplement or amend the General Conditions of Contract (GCC). Whenever there is a conflict, the provisions of the SCC shall prevail over those in the General Conditions of Contract. For clarity, any referenced GCC clause numbers are indicated in the left column of the SCC.

A. Contract and Interpretation

1. Definitions (GCC Clause1)

GCC 1.1 (b) (i)	The Procuring Entity is: Eswatini Bank.
GCC 1.1 (b) (ii)	The Project Manager is: [insert: name and/or the official title of Project Manager]. GCC
GCC 1.1 (e) (ix)	There are no Special Conditions associated with GCC 1.1 (e) (x). [Note: The GCC default specifies the Contract Period as when all the Supplier's obligations are completed. If there is a reason to set a hard-and-fast calendar date for the Contract Period to end, then specify here]
GCC 1.1 (e) (xii)	The Post-Warranty Services Period is [insert: number of months] starting with the completion of the Warranty Period.

2. Notices (GCC Clause 4)

GCC 4.3	Eswatini Bank Engungwini building Gwamile street Mbabane Email: tenders@swazibank.co.sz
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B. Subject Matter of Contract

3. Scope of the System (GCC Clause 7)

GCC 7.3	The Supplier's obligations under the Contract will include the following recurrent cost items, as identified in the Recurrent Cost tables in the Supplier's Tender: [specify: the recurrent cost items/services that are included in the Contract; also provide cross reference to the place in the Technical Requirements where each item/service is specified in detail.] [Note: The requirements in terms of recurrent cost items should be defined here, reflected in the Recurrent Cost Table for the Warranty period, and
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	<p><i>elaborated in the Technical Requirements. See also notes to SCC Clause 29.4 regarding services that are not typically included in commercial warranties.</i></p> <p><i>If the Procuring Entity expects that wear and tear on System components will necessitate routine replacement of such components, and if Procuring Entity technical staff will perform these repair and replacement tasks, the Procuring Entity may wish to consider adding the following clause to the SCC that obligates the Supplier to stock and/or provide certain spare parts.]</i></p> <p>The Supplier agrees to supply spare parts required for the operation and maintenance of the System, as stated below, for [insert: number of years] years beginning with Operational Acceptance. Moreover, the price of such spare parts shall be those specified in the spare parts price schedule submitted by the Supplier as part of its Tender. These prices shall include the purchase price for such spare parts and other costs and expenses (including the Supplier's fees) relating to the supply of spare parts.</p> <p>[list the spare parts needs, or reference the line items in the Spare Parts Price Schedule in the Supplier's Tender, if the Supplier is the source of the identity of the spares, i.e., reflecting its own understanding of its own technologies.]</p> <p>[Note: <i>The need to ensure the availability of spare parts sources, above and beyond those the Supplier would routinely and implicitly need to perform under its defect liability and/or maintenance responsibilities, generally is not a major issue for the Information Technologies available in the market today. A System is likely to become obsolete long before it begins to develop physical defects.]</i></p>
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4. Time for Commencement and Operational Acceptance (GCC Clause 8)

GCC 8.1	The Supplier shall commence work on the System within: [insert: number of days] days from the Effective Date of the Contract.
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5. Supplier's Responsibilities (GCC Clause 9)

C. PAYMENT

6. Contract Price (GCC Clause 11)

GCC 11.2	<p>Adjustments to the Contract Price shall be as follows: [state: "not applicable" or specify: the items, adjustment formula or formulas, and the relevant price indices].</p> <p>[Note: <i>Price adjustment is not generally associated with Information System procurements. Price adjustment may be appropriate when: (i) performance of the Contract is expected to last more than eighteen months; (ii) the cost of an important input, such as labor, is subject to inflation (or deflation); and (iii) meaningful price indices are readily available and well accepted. Thus, for example, if the Contract provides a substantial number of</i></p>
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recurrent cost items following Operational Acceptance, would the inclusion of an SCC to permit adjustment be appropriate. In such cases, adjustment should be limited to those items only and use appropriate indices that accurately mirror the relevant price trends.]

7. Terms of Payment (GCC Clause 12)

GCC 12.1	<p>Subject to the provisions of GCC Clause 12 (Terms of Payment), the Procuring Entity shall pay the Contract Price to the Supplier according to the categories and in the manner specified below. Only the categories Advance Payment and Complete System Integration relate to the entire Contract Price. In other payment categories, the term "total Contract Price" means the total cost of goods or services under the specific payment category. Within each such category, the Contract Implementation Schedule may trigger pro-rata payments for the portion of the total Contract Price for the category corresponding to the goods or services actually Delivered, Installed, or Operationally Accepted, at unit prices and in the currencies specified in the Price Schedules of the Contract Agreement.</p> <p>(a) Advance Payment</p> <p>twenty percent (20%) of the entire Contract Price, exclusive of all Recurrent Costs, shall be paid against receipt of a claim accompanied by the Advance Payment Security specified in GCC Clause 13.2.</p> <p><i>[Note: The advance payment may be higher than 10% in cases where Supplier's mobilization costs (i.e., costs between Contract effectiveness and the first scheduled Contract payment) are likely to be much larger than the advance payment, resulting in substantial negative cash flow for the Supplier. This happens primarily in projects where the Supplier must acquire expensive highly-specialized equipment to customize and configure a solution system prior to the first scheduled payment milestone. In these cases, the entire schedule of payments below obviously needs to be adjusted accordingly.]</i></p> <p>(b) Information Technologies, Materials, and other Goods, with the exception of Custom Software and Custom Materials:</p> <p>sixty percent (60%) of the total or pro-rata Contract Price for this category against Delivery</p> <p>ten percent (10%) of the same price against Installation</p> <p>ten percent (10%) of the same price against Operational Acceptance.</p> <p>(c) Custom Software and Custom Materials:</p> <p>sixty percent (60%) of the total or pro-rata Contract Price for this category against Installation</p> <p>twenty percent (20%) of the same price against Operational Acceptance.</p> <p><i>[Note: Large custom software development or system integration contracts (e.g., those taking longer than six months from Contract Effectiveness to Operational Acceptance of the Application Software subsystem) are usually paid in increments against Procuring Entity's acceptance of major</i></p>
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	<p><i>intermediate deliverables defined in the implementation schedule as key milestones (e.g. a sequence of major system design documents, such as: software requirements specifications, software design document, development of a prototype for a major subsystem, delivery of a pilot implementation of the software for a subsystem or the entire system, etc.). In those cases, the above payment terms should be modified accordingly and refer to the milestones in the Implementation Schedule. The payment terms should allow the Supplier an adequate cash flow vis-à-vis the steps need to achieve an operational Information System.]</i></p> <p>(d) Services other than Training:</p> <p>eighty percent (80%) of the pro-rata Contract Price for services performed will be paid monthly in arrears, on submission and Procuring Entity's approval of invoices:</p> <p>[Note: <i>Some Contracts may involve considerable "Services other than Training" (and services other than software customization). For instance, there could be the digitization of maps using the procured Geographical Information System (GIS), or the scanning, indexing and conversion of paper documents, or the conversion or migration of existing electronic data sets. In these cases, payment may be keyed to acceptance of intermediate deliverables or completion of service delivery phases defined in the project implementation schedule, rather than merely to the passage of time, as illustrated. In designing this type of payment terms, the Procuring Entity has an obligation to balance and ensure consistency between its own interest to pay only against value received, the supplier's need for a reasonable cash flow, the design of the project implementation schedule, the specification of service milestones and even the process for acceptance testing of intermediate deliverables (when milestones completion would be subject to such testing).]</i></p> <p>(e) Training</p> <p>thirty percent (30%) of the total Contract Price for training services at the start of the full training program</p> <p>fifty percent (50%) of the pro-rata Contract Price for training services performed will be paid monthly in arrears, on submission and approval of appropriate invoices.</p> <p>(f) Complete System Integration</p> <p>ten percent (10%) of the entire Contract Price, exclusive of all Recurrent Costs, as final payment against Operational Acceptance of the System as an integrated whole.</p> <p>(g) Recurrent Costs</p> <p>one hundred percent (100%) of the price of the services actually delivered will be paid quarterly in arrears, on submission and Procuring Entity's approval of invoices.</p> <p>[Note: <i>If a separate Operational Acceptance for the System as an integrated whole is not required, increase by 10% points the final payment percentages of all other goods and services above.]</i></p>
GCC 12.3	<p>The Procuring Entity shall pay to the Supplier interest on the delayed payments at a rate of: [insert: "%" per annum].</p>

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GCC 12.4	The Supplier will invoice the Procuring Entity in the currency used in the Contract Agreement and the Price Schedules it refers to, for Goods and Services supplied locally, and the conversion between this currency and Eswatini Lilangeni for payment purposes - in case the two currencies are different - will be made as of the actual payment date using the exchange rate found in [<i>insert: source of exchange rate</i>].
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8. Securities (GCC Clause 13)

GCC 13.3.1	<p>The Performance Security shall be denominated in [<i>insert currency</i>] for an amount equal to [<i>insert: number</i>] percent of the Contract Price, excluding any Recurrent Costs.</p> <p><i>[Note: The general rule is that the Performance Security is denominated in the currency or currencies of the contract or in a freely convertible currency acceptable to the Procuring Entity. It should be set as no more than ten (10) percent of the Contract Price, including Recurrent Costs during the Warranty Period. Provision of the Performance Security increases the transaction costs incurred by the successful Tenderer, which it can recover only by increasing its price. Therefore, for a simple/moderate system, Performance Security in an amount of 6-10% of the Contract Price would provide adequate protection].</i></p>
GCC 13.3.4	<p>During the Warranty Period (i.e., after Operational Acceptance of the System), the Performance Security shall be reduced to [<i>insert: number</i>] percent of the Contract Price, excluding any Recurrent Costs.</p> <p><i>[Note: An appropriate amount for the Performance Security for a (three-year) Warranty Period would be between one (1) and two and a half (2.5) percent of the Contract Price including Recurrent Costs for the Warranty period.]</i></p>

D. Intellectual Property

9. Copyright (GCC Clause 15)

GCC 15.3	<p><i>There are no Special Conditions of Contract applicable to GCC Clause 15.3</i></p> <p><i>[Note: If the Procuring Entity is a corporate or commercial entity, it may choose to specify the conditions under which contractual rights would be conveyed to any Procuring Entity of the concern, or any successor entities following a group reorganization or bankruptcy or other insolvency procedures. Procuring Entities with other organizational structures may need to add other similar provisions.]</i></p>
GCC 15.4	<p><i>There are no Special Conditions of Contract applicable to GCC Clause 15.4</i><i>[Note: There is a broad spectrum of strategies that the Procuring Entity can adopt regarding Intellectual Property Rights in Custom Software (and in Custom Materials). One extreme case is that the Procuring Entity retains all Intellectual Property Rights and tightly restricts what the Supplier can do with the Custom Software and information related to it. This approach may be appropriate when the Procuring Entity has highly sensitive procedures embedded in the Custom Software (e.g., a central bank's settlement system) or commercial competitive concerns regarding wider use of the Software,</i></p>

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designs, or information, or where the Procuring Entity considers that it is contributing valuable know-how to the development of the Custom Software and wishes to share in future profits with the Supplier that derives from exploitation of that know-how. The other extreme case is where the Procuring Entity retains no Intellectual Property Rights in the Custom Software and only licenses its use from the Supplier. This approach is most appropriate when the Supplier wants to take advantage of the potential cost reduction in allowing the Supplier to commercialize the Custom Software (rather than sharing in future profits) and where the Procuring Entity has no proprietary or commercial concerns regarding its reuse.

A wide variety of intermediate arrangements can be appropriate, depending on the circumstances. These would entail variations of what the Procuring Entity is entitled to do with the software, designs, and related information (and under what conditions). These rights and obligations include the following: (i) duplicating and using the software on different equipment, such as back-ups, additional computers, replacements, upgraded units, etc.; (ii) transferring the license or sublicensing the software for other entities to use, modify, develop, commercialize, etc.; (iii) sharing proprietary information regarding the Custom Software with various parties. The Procuring Entity's obligations and rights (and the conditions under which those rights and obligations apply) can vary substantially also. These include: (i) what the Procuring Entity must and can do with the CASE files, Source Code, and executable code of the Custom Software; (ii) sharing, reselling, and otherwise providing access to the software, designs and related information; and (iii) auditing for license compliance.

The Supplier's rights in relation to the Custom Software may:

- Be limited to use in order to support the Procuring Entity; or
- Extend to commercial exploitation by re-licensing to third-party customers.

If the Supplier's rights extend to commercial exploitation, they may be limited as follows:

- There may be an interim period, designed to protect the Procuring Entity's competitive edge, during which the Supplier is not permitted to exploit commercially; and/or
- The Supplier may be prohibited from licensing the Custom Software to certain categories of customer (for example, direct competitors of the Procuring Entity) or in certain territories (for example, Eswatini), either for a limited period or indefinitely; and/or
- The Supplier may be required to pay royalties to the Procuring Entity when it licenses third parties to use the Custom Software.

The first two of these categories of limitation are intended to protect the Procuring Entity's competitive edge. The third is intended to allow the Procuring Entity to share in future profits made by the Supplier through exploitation of the Custom Software. Royalty arrangements will have to be

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	<p><i>backed up by obligations to report to the Procuring Entity regarding future sales of products to which royalties apply and audit rights so that the Procuring Entity can check that the Supplier's reports are accurate. Clearly, if royalty arrangements are put in place, the value of the Custom Software to the Supplier is reduced, so the Procuring Entity may not benefit from an up-front cost saving.</i></p> <p><i>The Procuring Entity's rights in relation to the Custom Software may also be restricted to "user" rights or extended to commercial exploitation. If the Procuring Entity is to be treated as a mere user of the Custom Software, it might accept restrictions on use similar to those imposed in relation to the Standard Software (indeed, the default position in the GCC is that the Custom Software will be licensed to the Procuring Entity on exactly the same terms as the Standard Software if the Intellectual Property Rights in the Custom Software does not vest in the Procuring Entity). It may, however, also expect to have access to, and a right to use, CASE files and Source Code to the Custom Software (whereas, at best, Source Code to the Standard Software is likely to be deposited in escrow).</i></p> <p><i>If the Procuring Entity is to be permitted to exploit the Custom Software commercially, its exploitation rights may be limited in similar ways to the ways in which the Procuring Entity's own usage rights to the Custom Software may be limited.</i></p> <p><i>It may be appropriate to apply different arrangements to various elements of the Custom Software, according to their commercial sensitivity and potential for exploitation and the degree of competitive advantage that they afford to the Procuring Entity.</i></p> <p><i>The various possible arrangements can be achieved by a variety of contractual mechanisms. Ownership of Intellectual Property Rights in the Custom Software may vest the Supplier or the Procuring Entity, with the owner of those rights granting an appropriate license to the other party. This license may be subject to various degrees of exclusivity, depending on the desired commercial outcome (for example, the Supplier may own the Intellectual Property Rights in the Custom Software by granting to the Procuring Entity a license that is exclusive, in relation to exploitation in Eswatini, for two years).</i></p> <p><i>If an exclusive license is to be granted, competition law issues will need to be considered in some jurisdictions.</i></p> <p><i>Each is sufficiently different as to render virtually all sample text inappropriate in numerous cases. Accordingly, the Procuring Entity of Custom Software will, in most instances, require the services of an appropriately skilled lawyer to draft SCC for the rights and obligations regarding Custom Software (more particularly, the variety of rights and obligations that potentially apply to different items of Custom Software).]</i></p>
GCC 15.5	<i>There are no Special Conditions of Contract applicable to GCC Clause 15.5</i>

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	<p>[Note: <i>Special software escrow arrangements are generally needed in relation to Contracts for the supply of Software, particularly Application Software, where there is concern about the ability of the Supplier to provide ongoing support throughout the life of the System. The protection provided by an escrow arrangement, however, should be weighed against the costs of administering it. The actual language of the escrow contract will vary depending on the laws of the country in which the escrow deposit is to be made (which may be Eswatini or another country with a suitable legal regime) and the escrow agent selected (escrow agents generally have their own standard form contracts). Provisions may cover:</i></p> <ul style="list-style-type: none"> (i) <i>the Supplier's obligations to deliver the Source Code to the escrow agent and make replacement deposits to ensure that the Source Code is up to date;</i> (ii) <i>the Supplier's warranties that the Source Code is at all times capable of being used to generate the latest version of the executable code to the relevant Software in use by the Procuring Entity and suitable to enable the Procuring Entity to support and develop the Software;</i> (iii) <i>the escrow agent's obligations to keep the Source Code secure and confidential;</i> (iv) <i>the escrow agent's obligations in relation to verification of the Source Code (to ensure that it is Source Code and that it is capable of generating the executable code);</i> (v) <i>the obligations of the Supplier and the Procuring Entity in relation to payment of the escrow agent's fee;</i> (vi) <i>the escrow agent's right and obligation to release the Source Code to the Procuring Entity in certain specified "release events" (e.g., bankruptcy or insolvency of the Supplier or the Supplier's failure to make deposits or to support the Software);</i> (vii) <i>limitations and exclusions of the escrow agent's liability;</i> (viii) <i>the circumstances in which the escrow arrangement will terminate, and what will happen to the deposited Source Code on termination; and</i> (ix) <i>confidentiality undertakings to be given by the Procuring Entity on release of the Source Code.]</i>
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10. Software License Agreements (GCC Clause 16)

GCC 16.1 (a) (iv)	<p><i>There are no Special Conditions of Contract applicable to GCC Clause 16.1 (a) (iv)</i></p> <p>[Note: <i>In the interest of soliciting lower Tender prices, Procuring Entities may wish to consider defining limitations in the use of the software. For example:</i></p>
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	<p>(a) restrictions on the number of records in particular categories that may be held by the System;</p> <p>(b) restrictions on the numbers of transactions in particular categories that may be processed by the System in any day, week, month, or other specified period;</p> <p>(c) restrictions on the number of persons who may be authorized to use the System at any time;</p> <p>(d) restrictions on the number of persons who may access the System simultaneously at any time; or</p> <p>(e) restrictions on the number of workstations that may be connected to the System at any time.</p> <p><i>Note that, from the point of view of the Procuring Entity, if restrictions of any of these kinds (or any similar kind) are to be imposed and there is a real likelihood that the limits may be reached, it would be better to specify additional license fees that are payable when the limits are reached rather than imposing an absolute prohibition on exceeding the limits.]</i></p>
GCC 16.1 (b) (vi)	<p><i>There are no Special Conditions of Contract applicable to GCC Clause 16.1 (b) (vi)</i></p> <p><i>[Note: The Procuring Entity may also wish to specify, for example, that such entities shall be not direct competitors of the Supplier.]</i></p>
GCC 16.1 (b) (vii)	<p><i>There are no Special Conditions of Contract applicable to GCC Clause 16.1 (b) (vii)</i></p> <p><i>[Note: The Procuring Entity may, for example, wish to specify the members of the Procuring Entity's business group that are not direct competitors of the Supplier and that the Procuring Entity must obtain and provide the Supplier written evidence from such parties that such parties will adhere by the terms of the Contract as if they were party to the Contract.]</i></p>
GCC 16.2	<p><i>There are no Special Conditions of Contract applicable to GCC Clause 16.2</i></p> <p><i>[Note: If on-site audits are acceptable, the Procuring Entity may specify conditions on the duration and number of audits per year; the hours or days during which audits may be conducted; the categories of software subject to audit; the procedures for access to Procuring Entity's hardware or software; the number and affiliation of individual auditors; the timing and terms of advance notice; the indemnity by Supplier for losses, liabilities, and costs incurred by the Procuring Entity as a direct result of the audit; etc.]</i></p>

11. Confidential Information (GCC Clause 17)

GCC 17.1	<p><i>There are no Special Conditions of Contract applicable to GCC Clause 17.1</i></p> <p><i>[Note: The Procuring Entity may wish to give members of its business group or related agencies, for example, access to certain specific types of technical and / or financial information it obtains or develops with respect to the Supplier and its Information Technologies. The SCC covering such an exemption should define the individuals covered and generally provide that the Procuring Entity will ensure that such parties are aware of and will adhere</i></p>
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	<p><i>by the Procuring Entity's obligations under GCC Clause 17 as if such party were a party to the Contract in place of the Procuring Entity.</i></p> <p><i>if necessary and appropriate, specify: persons, topics, and conditions for which the confidentiality clause does not apply.]</i></p>
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E. Supply, Installation, Testing, Commissioning, and Acceptance of the System

12. Representatives (GCC Clause 18)

GCC 18.1	<p><i>There are no Special Conditions of Contract applicable to GCC Clause 18.1</i></p> <p><i>[Note: If appropriate specify additional powers or limitations.]</i></p> <p>The Procuring Entity's Project Manager shall have the following additional powers and / or limitations to his or her authority to represent the Procuring Entity in matters relating to the Contract <i>[state necessary and appropriate clauses]</i>.</p>
GCC 18.2.2	<p><i>There are no Special Conditions of Contract applicable to GCC Clause 18.2.2</i></p> <p><i>[Note: If appropriate specify additional powers or limitations.]</i></p> <p>The Supplier's Representative shall have the following additional powers and / or limitations to his or her authority to represent the Supplier in matters relating to the Contract <i>[state necessary and appropriate clauses]</i>.</p> <p><i>[Note: Any additional powers or limitations of the Supplier's Representative will, of necessity, be subject to discussions at Contract finalization and the SCC amended accordingly.]</i></p>

13. Project Plan (GCC Clause 19)

GCC 19.1	<p>Chapters in the Project Plan shall address the following subject:</p> <ul style="list-style-type: none"> <i>(a) Project Organization and Management Sub-Plan, including management authorities, responsibilities, and contacts, as well as task, time, and resource-bound schedules (in GANTT format);</i> <i>(b) Implementation Sub-Plan;</i> <i>(c) Training Sub-Plan;</i> <i>(d) Testing and Quality Assurance Sub-Plan;</i> <i>(e) Warranty Defect Repair and Technical Support Service Sub-Plan</i> <p><i>Further details regarding the required contents of each of the above chapters are contained in the Technical Requirements, (insert: reference)].</i></p>
GCC 19.6	<p><i>The Supplier shall submit to the Procuring Entity:</i></p> <ul style="list-style-type: none"> <i>(i) monthly inspection and quality assurance reports</i>

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	<p>(ii) <i>monthly training participants test results</i></p> <p>(iii) <i>monthly log of service calls and problem resolutions</i></p>
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14. Design and Engineering (GCC Clause 21)

GCC 21.3.1	<p><i>There are no Special Conditions of Contract applicable to GCC Clause 21.3.1.</i></p> <p><i>[Note: If necessary and appropriate, specify the Controlling Technical Documents (i.e., document that must be approved by the Procuring Entity's Project Manager before any relevant downstream work can be undertaken by the Supplier).]</i></p> <p><i>[The Supplier shall prepare and furnish to the Project Manager the following documents for which the Supplier must obtain the Project Manager's approval before proceeding with work on the System or any Subsystem covered by the documents. [state "none" or specify, for example:</i></p> <p><i>(*) detailed site surveys;</i></p> <p><i>(*) final Subsystem configurations;</i></p> <p><i>(*) etc.</i></p>
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15. Product Upgrades (GCC Clause 23)

GCC 23.4	<p><i>There are no Special Conditions of Contract applicable to GCC Clause 23.4.</i></p> <p><i>[Note: Mandating that all new versions, releases, and updates of Standard Software will be passed on for free during the Warranty Period is a comprehensive requirement, the benefits of which must be balanced against the perceived costs in the mind of the successful Tenderer at the time of tender submission. To require the Supplier to provide for free only new releases and updates, but agreeing that it would be reimbursed for the supply of complete new versions might be more cost-effective. For example, this may be particularly appropriate when the Procuring Entity would not benefit from costs of migrating its business applications to an entirely new version of the underlying database system if such a version came out during a three Warranty Period. Another approach may be to shorten the time period during which updates, etc., would have to be supplied for free, for example, to only the first year of the Warranty Period; or alternatively, a narrower set of Standard Software could be covered.]</i></p>
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16. Inspections and Tests (GCC Clause 25)

GCC 25	<p><i>There are no Special Conditions of Contract applicable to GCC Clause 25.</i></p> <p><i>[Note: Procuring Entity's may wish to consider employing qualified inspectors to inspect and certify the Information Technologies, Materials, and other Goods prior to shipment. This can minimize the number of cases where the Procuring Entity receives shipped goods that do not conform to the Technical Requirements and shorten the repair or replacement time.]</i></p>
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17. Commissioning and Operational Acceptance (GCC Clause 27)

GCC 27.2.1	<p><i>There are no Special Conditions of Contract applicable to GCC Clause 27.2.1.</i></p> <p><i>[Note: Few aspects of Information Technology procurement are more critical to the successful implementation of a System than the specification of Operational Acceptance Tests. It is imperative that the Procuring Entity prepare the specification for these tests as carefully as the overall specification of the System itself. The description should be sufficiently comprehensive, unambiguous, and verifiable to result in proper operation of the System with minimal confusion or controversy between the Procuring Entity and its management, the Supplier, and any users.</i></p> <p><i>In addition, where the Contract covers the Installation and acceptance testing of a number of Subsystems, the nature of the acceptance tests required for each Subsystem, and for the final tests to be carried out on the entire System once all Subsystems have been completed, needs to be clearly specified here and/or in the Technical Requirements and which party bears responsibility for correcting any defects discovered during the final tests of the entire System needs to be identified.]</i></p>

F. Guarantees and Liabilities**18. Operational Acceptance Time Guarantee (GCC Clause 28)**

GCC 28.2	<p><i>There are no Special Conditions of Contract applicable to GCC Clause 28.2.</i></p> <p><i>[Note: Typical percentages are, respectively, one half of one percent (0.5%) per week and ten percent (10%) of the total. In some instances, the Procuring Entity may wish to consider specifying liquidated damages on a daily basis. If so, specify this in the SCC].</i></p>
GCC 28.3	<p><i>There are no Special Conditions of Contract applicable to GCC Clause 28.3.</i></p> <p><i>[Note: Establishing more milestones for liquidated damages may provide a somewhat greater degree of control and assurances regarding the pace of the implementation of the System. However, this will come at a price of increased complexity of Contract management and increased perceptions of financial risks on the part of Tenderers. This most likely will lead to higher tender prices. In most cases, Operational Acceptance should be the most appropriate financial control for ensuring the timeliness of implementation, since it captures the impact of earlier delays and is, in the final analysis, the milestone that truly matters. Whatever milestones are selected, it is critical that the Implementation Schedule precisely specify what Subsystems or other components are covered and when the milestone is set.</i></p>

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These, of course, can be refined and revised through the Agreed Project Plan.]

19. Defect Liability (GCC Clause 29)

GCC 29.1	<p><i>There are no Special Conditions of Contract applicable to GCC Clause 29.1.</i></p> <p><i>[Note: Software is never completely error or “bug” free. Thus, the Procuring Entity may wish to refine or to limit the Supplier’s warranty obligations. Properly done, this can reduce Tenderer’s perceptions of financial risk and help lower tender prices. However, the Procuring Entity should balance the potential savings against the risks to reliable and effective operation of the System and the related costs to the Procuring Entity. These tradeoffs are very specific to the type of the System and its uses. These tradeoffs are also changing very rapidly with technological development. The Procuring Entity should consult experts in the relevant areas for an up-to-date assessment of the risks and the most appropriate text to express any such exceptions and limitations.]</i></p>
GCC 29.4	<p><i>There are no Special Conditions of Contract applicable to GCC Clause 29.4.</i></p> <p><i>[Note: When defining the Warranty period, Procuring Entity should be careful to recognize that services such as resident engineer support, new software releases and end-user help desk support are not typically included in commercial warranties and should be priced separately in the Recurrent Cost Table].</i></p>
GCC 29.10	<p><i>There are no Special Conditions of Contract applicable to GCC Clause 29.10</i></p> <p><i>[Note: Typically, the Procuring Entity should develop a set of response times for different degrees of seriousness of the defects and/or categories of IT and/or specific Subsystems. The most appropriate and economical set of response times are highly dependent on the specific System, its use, and the relevant conditions in Eswatini.</i></p> <p><i>The GCC specifies that the Supplier must commence work on warranty defects within a maximum of two weeks; else the Procuring Entity may contract-in such services at the Supplier’s expense. The Procuring Entity may wish to shorten or lengthen this period in the SCC. The time specified must strike a reasonable balance between the response time the typical qualified Supplier can physically achieve and the importance of maintaining continued System operation. If too short a time period is specified, Suppliers will need to protect themselves by adding a contingency to their tender prices.]</i></p>

20. Functional Guarantees (GCC Clause 30)

GCC 30	<p><i>There are no Special Conditions of Contract applicable to GCC Clause 30.</i></p> <p><i>[Note: In the event that Information Systems and Technologies would have to conform to other calendar system(s), here would be the place to specify related requirements in addition to, or in variation of, the requirements in GCC clause 30.2.]</i></p>
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G. Risk Distribution

21. Insurances (GCC Clause 37)

GCC 37.1 (c)	<p>The Supplier shall obtain Third-Party Liability Insurance in the amount of <i>[insert: monetary value]</i> with deductible limits of no more than <i>[insert: monetary value]</i>. The insured Parties shall be <i>[list insured parties]</i>. The Insurance shall cover the period from <i>[insert: beginning date, relative to the Effective Date of the Contract]</i> until <i>[insert: expiration date, relative to the Effective Date of the Contract or its</i></p>
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	<i>completion]</i> .
GCC 37.1 (e)	<p><i>There are no Special Conditions of Contract applicable to GCC Clause 37.1 (e).</i></p> <p><i>[Note: Many countries have statutory requirements for various insurances. These should be reviewed with the Procuring Entity's legal department.</i></p> <p><i>For example:</i></p> <p><i>The Supplier shall obtain Worker's Compensation Insurance in accordance with the statutory requirements of [insert: Eswatini]. Specifically: [insert: requirements]. The Insurance shall cover the period from [insert: beginning date, relative to the Effective Date of the Contract] until [insert: expiration date, relative to the Effective Date of the Contract or its completion].</i></p> <p><i>The Supplier shall obtain Employer's Liability Insurance in accordance with the statutory requirements of [insert: Eswatini]. Specifically: [insert: requirements]. The Insurance shall cover the period from [insert: beginning date, relative to the Effective Date of the Contract] until [insert: expiration date, relative to the Effective Date of Contract or its completion].</i></p>

H. CHANGE IN CONTRACT ELEMENTS

22. Changes to the System (GCC Clause 39)

GCC 39.4.3	<p>Value Engineering</p> <p>If the value engineering proposal is approved by the Procuring Entity the amount to be paid to the Supplier shall be ____% (insert appropriate percentage. The percentage is normally up to 50%) of the reduction in the Contract Price.</p>
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I. Settlement of Disputes

23. Settlement of Disputes (GCC Clause 43)

GCC 43.1.4	The Appointing Authority for the Adjudicator is: <i>[insert: the name of an impartial international technical organization in the information technology sector, or, if no Adjudicator is used in this Contract Agreement or no organization has been identified and agreed to serve as Appointing Authority for the Adjudicator, state "not applicable."]</i> .
GCC 43.2.3	If the Supplier is from outside Eswatini arbitration proceedings shall be conducted in accordance with the rules of arbitration of <i>[select one of the following: UNCITRAL / the International Chamber of Commerce (ICC) / the Arbitration Institute of the Stockholm Chamber of Commerce / the London Court of International Arbitration]</i> . These rules, in the version in force at the time of the request for arbitration, will be deemed to form part of this Contract.

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	If the Supplier is a national of Eswatini, any dispute between the Procuring Entity and a Supplier arising in connection with the present Contract shall be referred to arbitration in accordance with the laws of Eswatini.
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Section 9: Contract Forms

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Agreement

Procurement Reference No:

THIS AGREEMENT entered into on the _____ day of _____, _____,
between _____ of _____
(hereinafter “the Procuring entity”), of the one part, and _____ of _____
(hereinafter “the Supplier”), of the other part:

WHEREAS the Procuring Entity desires to engage the Supplier to supply, install, achieve Operational Acceptance of, and support the following Information System *[insert: brief description of the Information System]* (“the System”), and the Supplier has agreed to such engagement upon and subject to the terms and conditions appearing below in this Contract Agreement

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 Supplier as indicated in this Agreement, the Supplier hereby covenants with the Procuring entity to supply the information system 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 Supplier in consideration of the installation of the information system 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 Supplier)

Name: _____ Position: _____

In the presence of:

Name: _____ Position: _____

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

Performance Security

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

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

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

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

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

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

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

This security is valid until the *[insert number]* day of *[insert month]*, *[insert year]*.

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

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

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

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

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

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

Advance Payment Security

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

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

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

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

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

This security shall remain valid and in full effect from the date of the advance payment received by the Supplier under the Contract until *[insert day, month and year]*.

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

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

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

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

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

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