

TENDER NO. 34- 2018/2019

SUPPLY AND DELIVERY OF: A 2 LT LDV fitted with half canopy and step ladder rack; and/or A 4 TON, 13.5 M LIVE WIRE CRANE (“CHERRY PICKER “), 250KG BUCKET TRUCK

1. Tenders are hereby invited from suitably qualified and authorized Dealers for the supply and delivery of the following vehicles:
 - a. a minimum 2 Lt LDV fitted with half canopy with dead windows and step ladder rack in Council colours
 - b. 4TON, 13.5m live wire crane (“cherry picker”), 250kg bucket truck Multi cylinder diesel, painted in Council colours.
2. Tender Documents may be purchased from; the Municipal Council of Mbabane Civic Offices as from 11th January 2019 for a non-refundable fee of E500 per set.
3. The method of payment shall be cash or bank guaranteed cheque payable to the Municipal Council of Mbabane. The Municipal Council of Mbabane does not bind itself to accept the lowest or any tender and reserves the right to reject any or all tenders.
4. Bids shall remain valid for a period of 90 days after bid opening and must be accompanied by a refundable bid security. Depending on whether a supplier is bidding for one or two of the vehicles , the required bid securities are as shown below;

Vehicle type	Bid Security
2LT LDV	E10 000.00
4 TON, 13.5 M LIVE WIRE CRANE (“CHERRY PICKER “), 250KG BUCKET TRUCK	E20 000.00

5. Tender Documents shall be delivered in a sealed envelope and deposited into the Tender Box located next to the Revenue Offices at the following address;

**Municipal Council of Mbabane
P.O. Box 1
Civic Offices, Mahlokohla Street
MBABANE**

not later than 12Noon Swaziland time on **8th February 2019** at which time the tenders will be opened in public. On the outside of the envelope shall be clearly marked:

“CONFIDENTIAL

TENDER NO 34-2018/2019

**SUPPLY AND DELIVERY OF A 2LT LDV and/or a 4TON, 13.5m Crane (Cherry Picker), 250 kg Bucket Truck
(Not to be opened before 12Noon February 8, 2019)**

**GIDEON MHLONGO
CHIEF EXECUTIVE OFFICER**



SECTION 1. INSTRUCTIONS TO TENDERERS

1.0 Introduction

1.1 Source of Funds

The Municipal Council of Mbabane has secured a loan with a local bank and intends to use the proceeds of this loan to finance the purchase of the following vehicles:

(a) a minimum 2 Lt LDV with half canopy, dead windows and step ladder rack in Council colours

(b) 4TON, 13.5m live wire crane ("cherry picker"), 250kg bucket truck Multi cylinder diesel, painted in Council colours

The Municipal Council of Mbabane now invites sealed Bids from authorized dealers for the supply and delivery of the above vehicles.

The preferred brands for the vehicles are: Toyota, Isuzu, Nissan, Mitsubishi or equivalent.

Any manufacturer's names, trade names, brand names or catalogue numbers mentioned are for the purpose of establishing and describing general performance and quality levels, unless specified otherwise. Such references are not intended to be restrictive and bids are invited on approved generic no-name equals and comparable equipment of any manufacturer. However, if a product other than the one specified is bid, it is the bidder's responsibility to name such product and prove to the Council That said product is equal to the specifications, and to submit brochures, samples upon request and/or specifications in detail on the item(s) bid. Council shall be the sole judge concerning the merits of bids submitted.

1.2 Cost of Tendering

The Tenderer shall bear all costs associated with the preparation and submission of his tender, and the Municipal Council of Mbabane, hereinafter referred to as 'the Purchaser', will not be responsible or liable for these costs, regardless of the conduct or outcome of the tendering process.



2.0 The Tender Documents

2.1 Content of Tender Documents

The goods required, tendering procedures and contract terms are prescribed in the Tender Documents. In addition to the Invitation for Tenders, the Tender Documents include:

- (a) Instructions to Tenderers;
- (b) General Conditions of Contract;
- (c) Special Conditions of Contract;
- (d) Schedule of Requirements;
- (e) Technical Specifications;
- (f) Tender Form and Price Schedules;
- (g) Tender Security Form; and
- (h) Contract Form; and

2.2 The Tenderer is expected to examine all instructions, forms, terms, and specifications in the Tender Documents. Failure to furnish all information required by the Tender Documents or submission of a tender not substantially responsive to the Tender Documents in any respect will be at the Tenderer's risk and may result in rejection of its tender.

3. Clarification of Tender Documents

3.1 A prospective Tenderer requiring any clarification of the Tender Documents may notify the Purchaser in writing or by facsimile at the Purchaser's mailing address indicated in the Invitation for Tenders. The Purchaser will respond in writing to any request for clarification of the Tender Documents which it receives no later than 7 days prior to the deadline for submission of tenders prescribed by the Purchaser. Written copies of the Purchaser's response (including an explanation of the query but without identifying the source of inquiry) will be sent to all prospective Tenderers which have received the Tender Documents.

4. Amendment of Tender Documents

4.1 At any time prior to the deadline for submission of tenders, the Purchaser may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective tenderer, modify the Tender Documents by amendment.

4.2 The amendment will be notified in writing or by facsimile to all prospective Tenderers which have received the Tender Documents and will be binding on them.

4.3 In order to afford prospective Tenderers reasonable time in which to take the amendment into account in preparing their tender, the Purchaser may, at its



discretion, extend the deadline for the submission of tenders.

C. Preparation of Tenders

5. Language of Tender

- 5.1 The Tender prepared by the Tenderer and all correspondence and documents related to the tender exchanges by the Tenderer and the Purchaser, shall be written in the English language, provided that any printed literature furnished by the Tenderer may be written in another language so long as accompanied by an English translation of its pertinent passages in which case, for purposes of interpretation of the tender, the English translation shall govern.

6. Documents Comprising the Tender

- 6.1 The tender prepared by the Tenderer shall comprise the following components:
- (a) A completed Tender Form and Price Schedule
 - (b) Tender Security(ies)

7. Tender Form

- 7.1 The Tenderer shall complete the Tender Form and the Price Schedule furnished in the Tender Documents, indicating the goods to be supplied, a brief description of the goods, their country of origin, quantity and prices.

8. Tender Prices

- 8.1 The Tenderer shall indicate on the appropriate Price Schedule attached to these documents the unit prices and total Tender Prices of the goods it proposes to supply under the Contract, including all customs duties, sales and other taxes payable on the goods if this Contract is awarded.
- 8.2 Prices quoted by the Tenderer shall be fixed during the Tenderer's performance of the Contract and not be subject to variation on any account. A tender submitted with an adjustable price quotation will be treated as non-responsive and rejected.

9. Tender Currency

- 9.1 The prices for goods and services to be supplied by the tenderer shall be quoted in Emalangeni



10. Tender Security

- 10.1 The Tenderer shall furnish, as part of its tender, a tender security/(ies) in the specified amounts.
- 10.2 The tender security is required to protect the Purchaser against the risk of Tenderer's conduct which would warrant the security's forfeiture.
- 10.3 The tender security shall be in Emalangeni, and shall be in one of the following forms:
- (a) A bank guarantee or irrevocable Letter of Credit issued by a bank located in the Purchaser's country or abroad but acceptable to the Purchaser, in the form provided in the Tender Documents or another form acceptable to the Purchaser and valid for 30 days beyond the validity of the tender; or
 - (b) A cashier's cheque or certified cheque.
- 10.4 Any tender not accompanied by the bid security shall be considered as non-responsive and rejected by the Purchaser
- 10.5 The tender security of unsuccessful Tenderers will be discharged/returned as promptly as possible as but not later than 30 days after the expiration of the period of tender validity.
- 10.6 The successful Tenderer's tender security will be discharged upon the Tenderer executing the Contract and furnishing the performance security if required.
- 10.7 The tender security may be forfeited:
- (a) if a Tenderer withdraws its tender during the period of tender validity specified by the Tenderer on the Tender Form; or
 - (b) in case of a successful Tenderer, if the Tenderer fails:
 - (i) to sign the Contract; or
 - (ii) to furnish the performance security.

11. Period of Validity of Tenders

- 11.1 Tenders shall remain valid for **90 days** after the date of tender opening prescribed by the Purchaser. A tender valid for a shorter period may be rejected by the Purchaser as non-responsive.
- 11.2 In exceptional circumstances, the Purchaser may solicit the Tenderer's consent to an extension of the period of validity. The request and the responses thereto shall be made in writing (or by facsimile). The tender security shall also be suitably extended. A Tenderer may refuse the request without forfeiting its tender security. A Tenderer granting the request will not be required nor permitted to modify its



tender.

12. Format and Signing of Tender

- 12.1 The Tenderer shall prepare one original and four copies of the tender documents, clearly marking each 'Original' and 'Copy', as appropriate. In the event of any discrepancy between them, the original shall govern.
- 12.2 The original and all copies of the tender shall be typed or written in indelible ink and shall be signed by the Tenderer or a person or persons duly authorized to bind the Tenderer to the Contract. The latter's authorization shall be indicated by a written power-of-attorney accompanying the tender. All pages of the tender, except for un-amended printed literature, shall be initialled by the person or persons signing the tender.
- 12.3 The tender shall contain no inter-lineation, erasures or overwriting except as necessary to correct errors made by the Tenderer, in which case such corrections shall be initialled by the person or persons signing the tender.

D. Submission of Tenders

13. Sealing and Marking of Tenders

- 13.1 The Tenderer shall seal the original and each copy of the tender in an inner and an outer envelope, duly marking the envelopes as 'original' and 'copy'.
- 13.2 The inner and outer envelopes shall be:
- (a) addressed to the Purchaser at the following address:

Municipal Council of Mbabane
Civic Offices
Mahlokohla Street
PO Box 1
Mbabane
Swaziland

and
 - (b) bear the following identification

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"Do Not Open Before 12.00hrs On Friday 8th February, 2019".

- 13.3 The inner envelopes shall also indicate the name and address of the Tenderer to enable the tender to be returned unopened in case it is declared late.
- 13.4 If the outer envelope is not sealed and marked, the Purchaser will assume no



responsibility for the tender's misplacement or premature opening.

14. Deadline for Submission of Tenders

- 14.1 Tenders must be received by the Purchaser at the specified address no later than the date stated on the advertisement.
- 14.2 The Purchaser may, at its discretion, extend this deadline for submission of bids by amending the Tender Documents, in which case all rights and obligations of the Purchaser and Tenderers previously subject to the deadline will thereafter be subject to the deadline as extended.

15. Late Tenders

- 15.1 Any tender received by the Purchaser after the deadline for submission of tenders prescribed by the Purchaser, will be rejected and returned unopened to the Tenderer.

16. Modification and Withdrawal of Tenders

- 16.1 The Tenderer may modify or withdraw its tender after the tender's submission, provided that written notice of the modification or withdrawal is received by the Purchaser prior to the deadline prescribed for submission of tenders.
- 16.2 The Tenderer's modification or withdrawal notice shall be prepared, sealed, marked and dispatched in accordance with the provisions of Clause 16. A withdrawal notice may also be sent by facsimile but followed by a signed confirmation copy, post marked not later than the deadline for submission of tenders.
- 16.3 No tender may be modified subsequent to the deadline for submission of tenders.
- 16.4 No tender may be withdrawn 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 Form. Withdrawal of a tender during this interval may result in the Tenderer's forfeiture of its tender security.

E. Tender Opening and Evaluation

17. Opening of Tenders by Purchaser

- 17.1 The Purchaser will open all tenders, in the presence of Tenderers' representatives who choose to attend, at the time and in the specified place. The Tenderers' representatives who are present shall sign a register evidencing their attendance.
- 17.2 The Tenderers' names, tender prices, modifications, tender withdrawals and the presence or absence of the requisite tender security and such other details as the Purchaser, at its discretion, may consider appropriate will be announced at the opening.



17.3 The Purchaser will prepare minutes of the tender opening.

18. Clarification of Tenders

18.1 To assist in the examination, evaluation and comparison of tenders the Purchaser may at his discretion, ask the Tenderer for clarification of its tender. The request for clarification and the response shall be in writing and no change in price or substance of the tender shall be sought, offered or permitted.

19. Evaluation of Tenders

19.1 Preliminary and Technical

The Purchaser will examine the tenders to determine whether they are complete, whether the required bid security has been furnished and whether the documents have been properly signed and a power of attorney attached giving authority to the signatory to sign the documents as well as whether the tenders are generally in order.

Prior to the evaluation of technical specification and price, the Purchaser will determine the substantial responsiveness of each tender to the Tender Documents. For purposes of these Clauses, a substantially responsive tender is one which conforms to all the terms and conditions of the Tender Documents without material deviations.

Criteria for **Preliminary Evaluation** to determine substantial responsiveness

Criteria	Check/s
1. Legal constitution of Tenderer.	Valid Trading licence , certificate of incorporation and tax compliance/clearance certificate , labour compliance certificate, SNPF certificate, Form J, Form C, and Directors' Police Certificate(s) submitted with tender
2. Proof of Purchase of Tender Document.	Purchase receipt submitted with tender.
3. Tender Validity:	Equal or longer than the specified 90 days period.
4. Power of Attorney or Signing Authority.	Attached with tender documents, signed by Board of Directors and all tender documents pages initialed by authorized signatory
5. Bid/Tender Security.	Correct amount, in acceptable format, and valid 30 days beyond validity period



Criteria	Check/s
6. Declaration of Interest	Bid Submission Form/Conflict of Interest
7. Suspension Declaration	Tenderer must declare if it is subject for suspension as per section 55 of the Procurement Act

Criteria for **Technical Evaluation**

TECHNICAL EVALUATION CRITERIA LDV:

Item	Specifications	Mark
1.	Proposed Delivery Time: Shorter than, equal to or within specified validity period	2
2.	Any Tender Conditions: e.g. Price adjustable etc.	1
3.	Experience of Supplier in providing similar services: Details of previously supplied vehicles and amounts over the last five years, including clients supplied, contact numbers and persons. Also list details of orders under way or committed, including expected delivery dates. Catalogues, specifications etc.	3
4.	2.0 liter, 100kW@5600rpm, Engine capacity	5
5.	5 speed manual Transmission	3
6.	Petrol Fuel	3
7.	Half Canopy fitted with dead windows	5
8.	Step ladder rack	4
9.	Tyres:205/70 R15 and wheel of 15inch steel size suitable for use on different urban site conditions	2
10.	Full size spare wheel	2
11.	Council Colors	3
12.	Hydraulic Power steering	3
13.	Air conditioner	2
14.	Audio system: radio and CD/MP3 player	2
15.	Anti-lock Braking System (ABS) and electronic Brake-force distribution(EBD)	4
16.	Driver and Passenger Air bags.	4
17.	Height adjustable driver's seat	1
18.	Automatic door locking	1
19.	Automatic door unlock in case of accident	1



Item	Specifications	Mark
20.	Remote central locking	1
21.	Height adjustable seatbelts	1
22.	Anti-theft alarm system	2
23.	Fog lamps	2
24.	Head lights left on buzzer	1
25.	Front Power windows	1
26.	Upholstery : cloth	1
27.	Rubberised load box	2
28.	ATTACHMENT AND ACCESSORIES a) red multi-flash beacon light b) 6kg Dry chemical powder extinguisher c) Floor mats d) 2 Warning hazard triangles e) Protection guards for head lights, beacon and rear lights	5
29.	6years Anti corrosion warranty	4
30.	120 000/12 months Warrant period	4
31.	Service & maintenance plan	4
32.	<u>After Sales support</u> Dealership in Swaziland, Parts availability turnaround time, Compatibility of parts between models.	20
TOTAL POINTS		100

Technical Evaluation Criteria 4(Four) ton truck

Item	Specification	Mark
1.	Proposed Delivery Time: Shorter than, equal to or within specified validity period	2
2.	Any Tender Conditions: e.g. Price adjustable etc.	1
3.	Experience of Supplier in providing similar services: Details of previously supplied vehicles and amounts over the last five years, including clients supplied, contact numbers and persons. Also list details of orders under way or committed, including expected delivery dates. Catalogues, specifications etc.	5
4.	In Council colours	3
5.	Configuration: 4x2 axle diff	3



Item	Specification	Mark
6.	4 cylinder diesel engine with turbo charger and intercooler minimum Power output: not less than 230hp Torque 800Nm-400 Nm@1200-2600	5
7.	Transmission: a) Manual gearbox b) Differential lock for rear axle	3
8.	Final Drive ratio: 4.5	2
9.	Brakes: a) hydraulic full air with two independent circuits b) exhaust brake c) park emergency system- drum on propshaft/ wheelpark	4
10.	CABIN: Fully enclosed roll over protection system cabin. Chlorofluorocarbon (CFC) free air-conditioning with directional vents and fan boost. Climate control. Ergonomic, suspension style seat with lumbar support adjustment, height and weight, forward and backward movement adjustment... FM/SW/AM radio. Tilt adjustable steering wheel/control column. Retractable seat belt. Tinted glass on rear and side windows. Front washers. Left and right external, Two rear view mirrors, curb mirror. Internal, wide view mirror.	4
11.	Safety devices for cab tilting: a) Lock valves on cylinders to avoid accidental down coming b) Warning light and buzzer	2
12.	Cooling system: water cooled	2
13.	Visual warning for the rotating beacons	2
14.	Suspension: leaf spring Shock absorber: telescopic, hydraulic or air hydraulic acting type front axle	3
15.	Crane Mounted on truck with a separate operation engine independent from the truck	10
16.	The load capacity for crane: 250 kg	10
17.	ATTACHMENT AND ACCESSORIES	7



Item	Specification	Mark
	a) red multi-flash beacon light b) 6kg Dry chemical powder extinguisher c) Wheel stopper d) Steel mudguards with rubber flaps for tyres e) Floor mats f) 2 Warning hazard triangles g) Protection guards for head lights, beacon and rear lights	
18.	6years Anti corrosion warranty	4
19.	24 months Warrant period	4
20.	Service & maintenance plan	4
21.	<u>After Sales Service</u> Dealership in Swaziland, Parts availability turnaround time, Compatibility of parts between models.	20
	Total Points	100

A minimum score of 70% for each vehicle is required for the Tenderer to be considered for the next stage of the evaluation i.e. Price evaluation.

A tender scoring less than 70% will be considered not substantially responsive and will be rejected by the Purchaser and may not subsequently be made responsive by the Tenderer by correction of the non-conformity.

19.2 Evaluation of Price

Bids determined to be substantially responsive will be checked by the Employer for any arithmetic errors. Errors will be corrected by the Employer as follows:

- (a) Where there is a discrepancy between the amounts in figures and in words, the amount in words will govern; and
- (b) where there is a discrepancy between the unit rate and the line item total resulting from multiplying the unit rate by the quantity, the unit rate as quoted will govern, unless in the opinion of the Employer there is an obviously gross misplacement of the decimal point in the unit rate, in which case the line item total as quoted will govern, and the unit rate will be corrected.

The amount stated in the Bid will be adjusted by the Employer in accordance with the above procedure for the correction of errors and, **with the concurrence of the Bidder**, shall be considered as binding upon the Bidder. If



the Bidder does not accept the corrected amount, the Bid will be rejected, and the Bid Security maybe forfeited.

20. Contacting the Purchaser

20.1 No Tenderer shall contact the Purchaser on any matter relating to its tender, from the time of the tender opening to the time the Contract is awarded.

20.2 Any effort by a Tenderer to influence the Purchaser in the Purchaser's tender evaluation, tender comparison or contract award decisions may result in the rejection of the Bidder's tender.



F. Award of Contract

21. Post-qualification

- 21.1 The Purchaser will determine to its satisfaction whether the Tenderer selected as having submitted the lowest evaluated responsive tender is qualified to satisfactorily perform the Contract.
- 21.2 The determination will take into account the Tenderer's financial, technical and production capabilities. It will be based upon an examination of the documentary evidence of the submitted Tenderer's qualifications as well as such other information as the Purchaser deems necessary and appropriate.
- 21.3 An affirmative determination will be a prerequisite for award of the Contract to the Tenderer. A negative determination will result in rejection of the Tenderer's tender, in which event the Purchaser will proceed to the next lowest evaluated tender to make a similar determination of that Tenderer's capabilities to perform satisfactorily.

22. Award Criteria

- 22.1 The Purchaser will award the Contract to the successful Tenderer whose tender has been determined to be substantially responsive and whose Price has been determined as the lowest evaluated following a thorough evaluation exercise. After award the Tenderer will promptly notify other tenderers that they were unsuccessful. However, this will be done after an elapse of intention to award notice published on ESPPRA website and sent to all tenderers. The intention to award notice is published after the award decision and last for a period of 10 working days.

23. Purchaser's right to vary Quantities at Time of Award

- 23.1 The Purchaser reserves the right at the time of award of Contract to increase or decrease by up to 15% the quantity of goods and services specified in the Schedule of Requirements without any change in unit price or other terms and conditions.

24. Purchaser's Right to Accept Any Tender and to Reject Any or All Tenders

- 24.1 The Purchaser reserves the right to accept or reject any tender, and to annul the tendering process and reject all tenders at any time prior to award of Contract, without thereby incurring any liability to the affected Tenderer or Tenderers or any obligation to inform the affected Tenderer or Tenderers of the grounds for the Purchaser's action.

25. Notification of Award

- 25.1 Prior to the expiration of the period of tender validity, an intention of notice to award will be sent directly to all tenderers who submitted tenders by letter and, where appropriate, by fax or email; and published on the ESPPRA website.
- 25.2 The notification of award will constitute the formation of the Contract.



25.3 Upon the successful Tenderer's furnishing of performance security, the Purchaser will promptly notify each unsuccessful Tenderer and will discharge its tender security.

26. Signing of Contract

26.1 At the same time as the Purchaser notifies the successful Tenderer that its tender has been accepted, the Purchaser will send the Tenderer the Contract Form provided in the Tender Documents, incorporating all agreements between the parties.

26.2 Within 30 days of receipt of the Contract Form, the successful Tenderer shall sign and date the Contract and return it to the Purchaser.

27. Performance Security

27.1 Within 30 days of the receipt of notification of award from the Purchaser, the successful Tenderer shall furnish the performance security in accordance with the Conditions of Contract, in the Performance Security Form provided in the Tender Documents or another form acceptable to the Purchaser.

27.2 Failure of the successful Tenderer to comply with the requirement of Clause 27.1 shall constitute sufficient grounds for the annulment of the award and forfeiture of the tender security, in which event the Purchaser may make the award to the next lowest evaluated tenderer or call for new tenders.



SECTION 2. GENERAL CONDITIONS OF CONTRACT

1. Definitions

1.1 In this Contract, the following terms shall be interpreted as indicated:

- (a) 'The Contract' means the agreement entered into between the Purchaser and the Supplier, as recorded in the Contract Form signed by the parties, including all the attachments and appendices thereto and all documents incorporated by reference therein;
- (b) 'The Contract Price' means the price payable to the Supplier under the Contract for the full and proper performance of its contractual obligations;
- (c) 'The Goods' means the vehicles and/or other materials which the Supplier is required to supply to the Purchaser under the Contract;
- (d) 'Services' means services ancillary to the supply of the Goods, such as transportation and insurance, and any other incidental services, such as provision of technical assistance, training and other obligations of the Supplier covered under the Contract;
- (e) 'The Purchaser' means the Municipal Council of Mbabane, the organization purchasing the Goods;
- (f) 'The Supplier' means the individual or firm supplying the Goods under this Contract; and

2. Application

2.1 These General Conditions shall apply to the extent that they are not superseded by provisions in other parts of the Contract.

3. Standards

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

4. Use of Contract Documents and Information

4.1 The Supplier shall not, without the Purchaser's prior written consent, disclose the Contract, or any provision thereof, or any specification, plan, drawing, pattern, sample or information furnished by or on behalf of the Purchaser in connection therewith, to any person other than a person employed by the Supplier in performance of the Contract. Disclosure to any such employed person shall be made in confidence and shall extend only as far as may be necessary for purposes of such performance.

4.2 The Supplier shall not, without the Purchaser's written consent, make use of any



document or information enumerated in para. 4.1 Except for purposes of performing the Contract.

- 4.3 Any document, other than the Contract itself, enumerated in para. 4.1 shall remain the property of the Purchaser and shall be returned (in all copies) to the Purchaser on completion of the Supplier's performance under the Contract if so required by the Purchaser.

5 Patent Rights

- 5.1 The Supplier shall indemnify the Purchaser against all third-party claims of infringement of patent, trademark or industrial design rights arising from use of the Goods or any part thereof in the Purchaser's country.

6. Performance Security

- 6.1 Within 30 days after the Supplier's receipt of notification of award of the Contract, the Supplier shall furnish performance security to the Purchaser in the amount specified in the Special Conditions of Contract.
- 6.2 The proceeds of the performance security shall be payable to the Purchaser as compensation for any loss resulting from the Supplier's failure to complete its obligations under the Contract.
- 6.3 The Performance Security shall be denominated in the currency of the Contract or in a freely convertible currency acceptable to the Purchaser, and shall be in one of the following forms:
- (a) A Bank guarantee or irrevocable Letter of Credit, issued by a bank located in the Purchaser's country or abroad acceptable to the Purchaser, and in the form provided in the Tender Documents or another form acceptable to the Purchaser; or
 - (b) A cashier's cheque or certified cheque.
- 6.4 The performance security will be discharged by the Purchaser and returned to the Supplier not later than 30 days following the date of completion of the Supplier's performance obligations, including any warranty obligations, under the Contract.

7. Inspections and Tests

- 7.1 The Purchaser or its representative shall have the right to inspect and/or to test the Goods to confirm their conformity to the Contract. The Special Conditions of Contract and/or the Technical Specifications shall specify what inspections and tests the Purchaser requires and where they are to be conducted. The Purchaser shall notify the Supplier in writing of the identity of any representatives retained for these purposes.
- 7.2 The inspections and test may be conducted on the premises of the Supplier or its subcontractor(s), at point of delivery and/or at the Goods final destination. Where conducted on the premises of the Supplier or its subcontractor(s), all reasonable facilities and assistance shall be furnished to the inspectors at no charge to the



Purchaser.

- 7.3 Should any inspected or tested Goods fail to conform to the specifications, the Purchaser may reject them and the Supplier shall either replace the rejected Goods or make all alterations necessary to meet specification requirements free of cost to the Purchaser.
- 7.4 The Purchaser's right to inspect, test and, where necessary, reject the Goods after the Goods' arrival in the Purchaser's country shall in no way be limited or waived by reason of the Goods having previously been inspected, tested and passed by the Purchaser or its representative prior to the Goods shipment from the country of origin.
- 7.5 Nothing in Clause 7 shall in any way release the Supplier from any warranty or other obligations under this Contract.

8. Packing

- 8.1 The Supplier shall provide such packing of the Goods as is required to prevent their damage or deterioration during transit to their final destination as indicated in the Contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit and open storage. Packing case size and weights shall take into consideration, where appropriate, the remoteness of the Goods' final destination and the absence of heavy handling facilities at all points in transit.
- 8.2 The packing, marking and documentation within and outside the packages shall comply strictly with such special requirements as shall be provided for in the Contract and in any subsequent instructions ordered by the Purchaser.

9. Delivery and Documents

- 9.1 Delivery of the Goods shall be made by the Supplier in accordance with the terms specified by the Purchaser in the Schedule of Requirements and the Special Conditions of Contract.

10. Insurance

- 10.1 The Goods supplied under the Contract shall be fully insured in a freely convertible currency against the loss or damage incidental to manufacture or acquisition, transportation, storage and delivery in the manner specified in the Special Conditions of Contract.
- 10.2 Where delivery of the Goods is required by the Purchaser on a CIF basis, the Supplier shall arrange and pay for marine insurance, naming the Purchaser as the beneficiary. Where delivery is on an FOB or C&F basis, marine insurance shall be the responsibility of the Purchaser.

11. Transportation

- 11.1 Where the Supplier is required under the Contract to deliver the Goods FOB,



transport of the Goods, up to and including the point of putting the Goods on Board the vessel at the specified port of loading, shall be arranged and paid for by the Supplier, and the cost thereof shall be included in the Contract Price.

- 11.2 Where the Supplier is required under the Contract to deliver the Goods C&F or CIF, or to a specific destination within the country, transport of the Goods to the port of discharge or such other point in the country of destination as shall be specified in the Contract shall be arranged and paid by the Supplier, and the cost thereof shall be included in the Contract Price.
- 11.3 Where the Supplier is required to effect delivery under any other terms, for example, by post or to another address in the source country, the Supplier shall be required to meet all transport and storage expenses until delivery.
- 11.4 In all the above cases, transportation of the Goods after delivery shall be the responsibility of the Purchaser.

12. Incidental Services

- 12.1 As specified in the Special Conditions of Contract, the supplier may be required to provide any or all of the following services:
- (a) Furnishing of detailed operations and maintenance manual for each appropriate unit of supplied Goods;
 - (b) Performance or supervision or maintenance and/or repair of the supplied Goods, for a period of time agreed by the parties, provided that this service shall not relieve the Supplier of any warranty obligations under this Contract; and
 - (c) Conducting of training of the Purchaser's Personnel, at the Supplier's plant and/or on-site, in start-up, operation, maintenance and/or repair of the supplied Goods.

13. Spare Parts

- 13.1 As specified in the Special Conditions of Contract, the Supplier may be required to provide any or all the following materials and notifications pertaining to spare parts manufactured or distributed by the Supplier
- (a) Such spare parts as the Purchaser may elect to purchase from the Supplier, providing that this election shall not relieve the Supplier of any warranty obligations under the Contract; and
 - (b) In the event of termination of production of the spare parts:
 - (i) advance notification to the Purchaser of the pending termination, in sufficient time to permit the Purchaser to procure needed requirements; and
 - (ii) following such termination, furnishing at no cost to the Purchaser, the blueprints, drawings and specifications of the spare parts, if and



when requested.

14. Warranty

- 14.1 The Supplier warrants that the Goods supplied under this Contract are new, unused, of the most recent or current models and incorporate all recent improvements in design and materials unless provided otherwise in the contract. The Supplier further warrants that the Goods supplied under this contract shall have no defect arising from design, materials or workmanship (except insofar as the design or material is required by the Purchaser's Specifications) or from any act or omission of the Supplier, that may develop under normal use of the supplied Goods in conditions obtaining in the country of final destination.
- 14.2 This warranty shall remain valid for 12 months after Goods or any portion thereof as the case may be, have been delivered to the final destination indicated in the Contract, unless specified otherwise in the Special Conditions of Contract.
- 14.3 The Purchaser shall promptly notify the Supplier in writing of any claims arising under this warranty.
- 14.4 Upon receipt of such notice, the Supplier shall, with all reasonable speed, repair or replace the defective Goods or parts thereof, without cost to the Purchaser.
- 14.5 If the Supplier, having been notified, fails to remedy the defect(s) within a reasonable period the Purchaser may proceed to take such remedial action as may be necessary, at the Supplier's risk and expense and without prejudice to any other rights which the Purchaser may have against the Supplier under the Contract.

15. Payment

- 15.1 The method and conditions of payment to be made to the Supplier under the Contract shall be specified in the Special Conditions of Contract.
- 15.2 The Suppliers request(s) for payment shall be made to the Purchaser in writing, accompanied by an invoice describing, as appropriate, the Goods delivered and the services performed and upon fulfilment of other obligations stipulated in the contract.
- 15.3 Payments shall be made promptly by the Purchaser within sixty (60) days of submission of the invoice/claim by the Supplier.
- 15.4 The currency or currencies in which payment is made to the Supplier under this Contract shall be specified in the Special Conditions of Contract subject to the following general principle: Payment shall be in the currency in which the Contract Price has been stated in the Supplier's tender.

16. Prices



16.1 Prices charged by the Supplier for Goods delivered and Services performed under the Contract shall not, with the exception of any price adjustments authorized by the Special Conditions of Contract, vary from the prices quoted by the Supplier to its tender.

17. Change Orders

17.1 The Purchaser may at any time, by written order given to the Supplier make changes within the general scope of the Contract in any one or more of the following:

- (a) drawings, designs, or specifications, where Goods to be furnished under the contract are to be specifically manufactured for the Purchaser;
- (b) the method of shipping or packing;
- (c) the place of delivery; or
- (d) the services to be provided by the Supplier

17.2 If any such changes cause an increase or decrease in the cost, or the time required for, the Supplier's performance of any part of the work under the Contract, whether changed or not changed by the order, an equitable adjustment shall be made in the Contract Price or delivery schedule, or both, and the Contract shall accordingly be amended. Any claims by the Supplier for adjustment under this clause must be asserted within thirty (30) days from the date of the Supplier's receipt of the Purchaser's change order.

18. Contract Amendments

18.1 Subject to Clause 17, no variation in or modification of the terms of the Contract shall be made except by written amendment signed by the parties.

19. Assignment

19.1 The Supplier shall not assign, in whole or in part, its obligations to perform under the Contract, except with the Purchaser's prior written consent.

20. Subcontracts

20.1. The Supplier shall notify the Purchaser in writing of all subcontracts awarded under the Contract if not already specified in his tender. Such notification, in his original tender or later, shall not relieve the Supplier from any liability or obligation under the Contract.

21. Delays in the Supplier's Performance

21.1 Delivery of the Goods and performance of the Services shall be made by the supplier in accordance with the time schedule specified by the Purchaser in its Schedule of Requirements.

21.2 Any undue delay by the Supplier in the performance of its delivery obligations



shall render the Supplier liable for any or all of the following: Forfeiture of its performance security, imposition of liquidation damages, and/or termination of the contract for default.

- 21.3 If at any time during the performance of the Contract, the Supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the Goods and performance of the Services, the Supplier shall promptly notify the Purchaser in writing of the fact of the delay, its likely duration and its cause(s).

As soon as practicable after receipt of the Supplier's notice, the Purchaser shall evaluate the situation and may at its discretion extend the supplier's time for performance, in which case the extension shall be ratified by the parties by amendment of the Contract.

22. Liquidation Damages

- 22.1 Subject to Clause 26, if the Supplier fails to deliver any or all of the Goods within the time period(s) specified in the Contract, the Purchaser shall, without prejudice to its other remedies under the Contract, deduct from the Contract Price, as liquidation damages, a sum equivalent to 1% of the delivered price of the delayed Goods or unperformed Services for each week of delay until actual delivery or performance, up to a maximum deduction of 10% of the Contract Price of the Goods or Services. Once the maximum is reached, the Purchaser may terminate the Contract.

23. Termination By Default

- 23.1 The Purchaser may, without prejudice to any other remedy for breach of contract, by written notice of default sent to the Supplier, terminate the Contract in whole or in part:
- (a) if the Supplier fails to deliver any or all of the Goods within the time period(s) specified in the contract, or any extension thereof granted by the Purchaser pursuant to Clause 22; or
 - (b) if the Supplier fails to perform any other obligation(s) under the contract.
- 23.2 In the event the Purchaser terminates the Contract in whole or in part, pursuant to para. 24.1, the Purchaser may procure, upon such terms and in such manner as it deems appropriate, Goods similar to those undelivered, and the Supplier shall be liable to the Purchaser for any excess costs for such similar Goods. However, the Supplier shall continue the performance of the Contract to the extent not terminated.

24. Force Majeure

- 24.1 Notwithstanding the provisions of Clauses 22, 23, 24 the Supplier shall not be liable for forfeiture of its performance security, liquidation damages or termination for default, if and to the extent that, its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.



24.2 For purposes of this Clause, A Force Majeure means an event beyond the control of the Supplier and not involving the Supplier's fault or negligence and not foreseeable. Such events may include, but are not limited, to, acts of the Purchaser either in its sovereign or contractual capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.

24.3 If a Force Majeure situation arises, the Supplier shall promptly notify the Purchaser in writing of such conditions and the cause thereof. Unless otherwise directed by the Purchaser in writing the Supplier shall continue to perform its obligations under the Contract as far as its reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

25. Termination for Insolvency

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

26. Termination for Convenience

26.1 The Purchaser, may by written notice sent to the Supplier, terminate the Contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for the Purchaser's convenience, the extent to which performance of work under the Contract is terminated, and the date upon which such termination becomes effective.

26.2 The Goods that are complete and ready for shipment within 30 days after the Supplier's receipt of notice of termination shall be purchased by the Purchaser at the Contract terms and prices. For the remaining Goods, the Purchaser may elect:

- (a) to have any portion completed and delivered at the Contract terms and prices; and/or
- (b) to cancel the remainder and pay to the Supplier an agreed amount for partially completed Goods and for materials and parts previously procured by the Supplier.

27. Resolution of Disputes

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

27.2 If, after thirty (30) days from the commencement of such informal negotiations, the Purchaser and the Supplier have been unable to resolve amicably a Contract dispute, either party may require that the dispute be referred for resolution to the formal mechanisms specified in the Special Conditions of Contract. These mechanisms may include, but are not limited to, conciliation mediated by a third party, adjudication in and agreed national or international forum, and/or



international arbitration. The mechanism shall be specified in the special Conditions of Contract.

28. Governing Language

28.1 The contract shall be written in the language of the tender, as specified by the Purchaser in the Instructions to Tenderers. Subject to Clause 29, the language version of the Contract shall govern its interpretation. All correspondence and documents pertaining to the contract which are exchanged by the parties shall be written in that same language.

29. Applicable Law

29.1 The Contract shall be interpreted in accordance with the laws of the Purchaser's country.

30. Notices

30.1 Any notices given by one party to the other pursuant to the Contract shall be sent in writing or by cable and confirmed in writing to the address specified for that purpose in the Special Conditions of Contract.

30.2 A notice shall be effective when delivered on or before the notice's effective date, whichever is later.

31. Taxes and Duties

31.1 A foreign Supplier shall be entirely responsible for all taxes, stamp duties, licences fees, and other such levies imposed outside the Purchaser's country in addition to those items specified under 31.2.

31.2 A local Supplier shall be entirely responsible for all taxes, duties, licence fees, etc. incurred until delivery of the contracted Goods to the Purchaser's depot.



SECTION 3. SPECIAL CONDITIONS OF CONTRACT

1. The following Special Conditions of Contract shall supplement the General Conditions of Contract. Whenever there is a conflict, the provisions herein shall prevail over those in the General Conditions of Contract. The corresponding clause number of the General Conditions is indicated in parentheses.

2. Definitions (Clause 1)

- (a) The Purchaser is: **the Municipal Council of Mbabane.**
- (b) The Supplier is the individual or firm supplying the Goods under this Contract.

3. Performance Security (Clause 6)

Performance Security shall be in the amount of 10% of the Contract Price.

4. Inspection and Tests (Clause 7)

The following inspection procedures and tests are required by the Purchaser:

- (a) Walk around visual inspection of all bodywork;
- (b) Checking of all fuel, oil and fluid levels;
- (c) Test driving of all vehicles.

5. Delivery and Documents (Clause 9)

(a) For Imported Goods. Upon shipment, the Supplier shall notify the Purchaser and the Insurance Company by facsimile the full details of the shipment including contract number, description of Goods, quantity, the vessel, the bill of lading number and date, port of loading, date of shipment, port of discharge, etc. The Supplier shall mail the following documents to the Purchaser, with a copy to the Insurance Company:

- (i) Copies of Supplier's invoice showing Goods description, quantity, unit price, total amount;
- (ii) Original and three copies of the negotiable, clean, on-board bill of lading marked freight prepaid and three copies of non-negotiable bill of lading;
- (iii) Copies of packing list identifying contents of each package;
- (iv) Insurance certificate;



- (v) Manufacturer's/supplier's guarantee certificate;
- (vi) Inspection certificate, issued by the nominated inspection agency and the Supplier's factory inspection report; and
- (vii) Certificate of origin.

The above documents shall be received by the Purchaser at least one week before arrival of Goods at the port and, if not received, the Supplier will be responsible for any consequent expenses.

(b) For Domestic Goods:

- (i) Copies of the Supplier invoice showing Goods description, quantity, unit price, total amount;
- (ii) Delivery note/railway receipt/truck receipt;
- (iii) Manufacturer's/Supplier's guarantee certificate
- (iv) Inspection Certificate issued by the nominated inspection agency, and the Supplier's factory inspection report; and
- (v) Certificate of Origin.

6. Insurance (Clause 11)

The marine insurance shall be in an amount equal to 110% of the CIF value of the goods and covering All Risks, including War and Strikes.

7. Spare Parts (Clause 10)

Supplier shall carry sufficient inventories to assure ex-stock supply of consumable spares such as gaskets, plugs, washers, belts, etc. Other spare parts and components shall be supplied as promptly as possible but in any case within six months of placement of order and establishment of Letter of Credit.

8. Warranty

The warranty period shall be 12 months from date of delivery.

9. Payment

- (a) Payment for Goods and Services.

Payment for Goods and Services shall be made in Emalangeni as follows:

- (i) On Delivery: 100% of the contract price shall be paid on receipt of Goods and upon submission of the documents specified in Clause 10; and



10. Resolution of Disputes (Clause 27)

10.1 The dispute resolution mechanism shall be as follows:

- (a) the dispute shall be referred to adjudication/arbitration in accordance with the laws of the Purchaser's country

11. Notices (Clause 31)

For the purposes of execution of this contract the Municipal Council of Mbabane is responsible for all correspondence, decisions, payments and etc on this contract.

12. Notices (Clause 30)

For the purposes of all notices, the following shall be the address of the Purchaser and Supplier:

Purchaser: Municipal Council of Mbabane
Civic Offices
Mahlokohla Street
PO Box 1
Mbabane
SWAZILAND

Supplier: (To be filled in at the time of Contract signing)

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



SECTION 4. SCHEDULE OF REQUIREMENTS

Supply of:

1 x 2 Lt LDV fitted with half canopy with dead windows and step ladder rack in Council colours

AND /OR

1x 4 ton, 13.5m crane (“cherry picker”), 250 kg bucket truck

Item	Description	Quantity	Rate	Amount
1.0	2 Lt LDV fitted with half canopy with dead windows and step ladder rack in Council colours	1		
2.0	4 ton truck,13.5m crane(“cherry picker”), 250 kg Bucket truck	1		
	15% Value Added Tax			
	Total Bid Amount			



SECTION 5. TECHNICAL SPECIFICATIONS

1. General

1.1 These technical specifications describe the following vehicles:

2. Materials.

2.1 All materials shall be free from objectionable characteristics, or defects, which would adversely affect the appearance or function of the finished product. The unit bid upon shall be of the manufacturer's current model.

3. Warranty

3.1 The bidder must guarantee that all items included in the unit bid upon shall be new, and of high quality and good workmanship. The bidder, shall also guarantee to replace, free of charge, any part that may break or fail in any manner, under the use and conditions herein described by reason of defective material or workmanship within the warranty period of operation of the engine from the date of receipt of the item at the final destination.

4. Non-compliance with the Specifications

4.1 In the event that the unit bid upon does not fully comply with these specifications, the bidder shall state definitively wherein the unit he proposes to furnish does not comply, referring with the applicable paragraph of these specifications. When no statement to the contrary is received, the bidder shall be considered as meeting all the provisions of the specification under that paragraph, and shall be binding to any claims that the purchaser raises.

5. Specification Waiver

5.1 The right is reserved by the purchaser to waive the compliance on any of these specifications and make awards in the best interest of the Municipal Council of Mbabane.

6. Dealership Preference

6.1 Preference in making an award will be given to the supplier with a known and established dealership in Swaziland and is a certified Agent of the manufacturer.



7. Colour

7.1 The vehicles shall be painted in the official colours of the Council. The respective Council's identification logo shall be painted on the driver's and passenger's doors. Information is to be obtained from the Council's Transport Manager.

8. Manual Sets

8.1 Three complete sets of operating instructions, service manuals, parts manuals and lubrication charts shall be furnished with the bid.

9.0 Minimum Requirements

9.1 Minimum requirements are as shown in the tables below for each vehicle.

Item	Specifications
1.	Proposed Delivery Time: Shorter than, equal to or within specified validity period
2.	Any Tender Conditions: e.g. Price adjustable etc.
3.	Experience of Supplier in providing similar services: Details of previously supplied vehicles and amounts over the last five years, including clients supplied, contact numbers and persons. Also list details of orders under way or committed, including expected delivery dates. Catalogues, specifications etc.
4.	2.0 liter, 100kW @5600rpm, Engine capacity
5.	5 speed manual Transmission
6.	Petrol Fuel
7.	Half Canopy fitted with dead windows
8.	Step ladder rack
9.	Tyres:205/70 R15 and wheel of 15inch steel size suitable for use on different urban site conditions
10.	Full size spare wheel
11.	Council Colors
12.	Hydraulic Power steering
13.	Air conditioner
14.	Audio system: radio and CD/MP3 player
15.	Anti-lock Braking System (ABS) and electronic Brake-force distribution(EBD)
16.	Driver and Passenger Air bags.
17.	Height adjustable driver's seat
18.	Automatic door locking
19.	Automatic door unlock in case of accident



Item	Specifications
20.	Remote central locking
21.	Height adjustable seatbelts
22.	Anti-theft alarm system
23.	Fog lamps
24.	Head lights left on buzzer
25.	Front Power windows
26.	Upholstery : cloth
27.	Rubberised load box
28.	<p>ATTACHMENT AND ACCESSORIES</p> <p>a) red multi-flash beacon light</p> <p>b) 6kg Dry chemical powder extinguisher</p> <p>c) Floor mats</p> <p>d) 2 Warning hazard triangles</p> <p>e) Protection guards for head lights, beacon and rear lights</p>
29.	6years Anti corrosion warranty
30.	120 000/12 months Warrant period
31.	Service & maintenance plan
32.	<p><u>After Sales support</u></p> <p>Dealership in Swaziland, Parts availability turnaround time, Compatibility of parts between models.</p>

4(Four) ton truck

Item	Specification
1.	Proposed Delivery Time: Shorter than, equal to or within specified validity period
2.	Any Tender Conditions: e.g. Price adjustable etc.
3.	Experience of Supplier in providing similar services: Details of previously supplied vehicles and amounts over the last five years, including clients supplied, contact numbers and persons. Also list details of orders under way or committed, including expected delivery dates. Catalogues, specifications etc.
4.	In Council colours
5.	Configuration: 4x2 axle diff
6.	<p>4 cylinder diesel engine with turbo charger and intercooler minimum</p> <p>Power output: not less than 230hp</p> <p>Torque 800Nm-400 Nm@ 1200-2600</p>



Item	Specification
7.	Transmission: <ul style="list-style-type: none"> c) Manual gearbox d) Differential lock for rear axle
8.	Final Drive ratio: 4.5
9.	Brakes: <ul style="list-style-type: none"> d) hydraulic full air with two independent circuits e) exhaust brake f) park emergency system- drum on propshaft/ wheelpark
10.	CABIN: Fully enclosed roll over protection system cabin. Chlorofluorocarbon (CFC) free air-conditioning with directional vents and fan boost. Climate control. Ergonomic, suspension style seat with lumbar support adjustment, height and weight, forward and backward movement adjustment... FM/SW/AM radio. Tilt adjustable steering wheel/ control column. Retractable seat belt. Tinted glass on rear and side windows. Front washers. Left and right external, Two rear view mirrors, curb mirror. Internal, wide view mirror.
11.	Safety devices for cab tilting: <ul style="list-style-type: none"> c) Lock valves on cylinders to avoid accidental down coming d) Warning light and buzzer
12.	Cooling system: water cooled
13.	Visual warning for the rotating beacons
14.	Suspension: leaf spring Shock absorber: telescopic, hydraulic or air hydraulic acting type front axle
15.	Crane Mounted on truck with a separate operation engine independent from the truck
16.	The load capacity for crane: 250 kg
17.	ATTACHMENT AND ACCESSORIES <ul style="list-style-type: none"> a) red multi-flash beacon light b) 6kg Dry chemical powder extinguisher c) Wheel stopper d) Steel mudguards with rubber flaps for tyres e) Floor mats f) 2 Warning hazard triangles g) Protection guards for head lights, beacon and rear lights



Item	Specification
18.	6years Anti corrosion warranty
19.	24 months Warrant period
20.	Service & maintenance plan
21.	<u>After Sales Service</u> Dealership in Swaziland, Parts availability turnaround time, Compatibility of parts between models.

TENDER FORM

Date.....2019.

Contract No of 2018/19

TO: Municipal Council of Mbabane
Civic Offices
Mahlokohla Street
PO Box 1
Mbabane
Swaziland

Gentlemen:

Having examined the Tender Documents including Addenda Nos....., the receipt of which is hereby duly acknowledged, we, the undersigned, offer to supply and deliver

.....
(description of Goods and Services) in conformity with the said Tender Documents for the sum of.....

.....(Total Tender Amount in Words and Figures) or such other sums as may be ascertained in accordance with the Schedule of Prices attached herewith and made part of this tender.

We undertake, if our tender is accepted, to commence delivery within(Number) days and to complete delivery of all the items specified in the Contract within (Number) days calculated from the date of receipt of your Notification of Award.

If our tender is accepted we will obtain the guarantee of a bank in a sum not exceeding 10% of the Contract Price for the due performance of the Contract.

We agree to adhere by this tender for a period of 90 days from the date fixed for tender opening under Clause 22 of the Instruction of Tenderers and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

Until a formal contract is prepared and executed, this tender, together with your written acceptance thereof and your notification of award, shall constitute a binding contract between us.

We understand that **you may accept one or more items from our tender** and that you are not bound to accept the lowest or any tender you may receive.



Dated this.....day of.....2019

Signature:.....

(In the Capacity of):.....

Duly Authorized to sign tender for and on behalf of.....

TENDER SECURITY FORM

Whereas.....
(hereinafter called the Tenderer) has submitted its tender dated.....2019.....for
the supply and delivery of (hereinafter
called the Tender)

KNOW ALL MEN by these presents that WE
..... of
..... having our registered office at
.....(hereinafter called the Bank) are bound
unto the Municipal Council of Mbabane (hereinafter called>the Purchaser) in the sum of
..... for which payment well and truly to be made to the said
Purchaser, the Bank binds itself, its successors and assigns by these presents. Sealed
with the Common Seal of the said bank this day of2019

THE CONDITIONS of this obligation are:

- 1. If the Tenderer withdraws its Tender during the period of tender validity specified by the Tenderer on the Tender Form; or
- 2. If the Tenderer, having been notified of the acceptance of its tender by the Purchaser during the period of tender validity:
 - (a) fails or refuses to execute the Contract Form if required; or
 - (b) fails or refuses to furnish the Performance Security, in accordance with the Instruction to Tenderers;

we undertake to pay the Purchaser up to the above amount upon receipt of its first written demand, without the Purchaser having to substantiate its demand, provided that in its demand the Purchaser will note that the amount claimed by it is due it owing to the occurrence of one or both of the two conditions, specifying the occurred condition or conditions.

This guarantee will remain in force up to and including thirty (30) days after the period of the tender validity, and any demand in respect thereof should reach the Bank not later than the above date.



.....
(Signature of the Bank)

AGREEMENT

THIS AGREEMENT made the.....day of....., 2019 between the Municipal Council of Mbabane (hereinafter called the Purchaser) of one part and..... (*Name of Supplier*)(hereinafter called the supplier) of.....(City and Country of Supplier) of the other part:

WHEREAS the Purchaser is desirous that certain Goods and ancillary services should be provided by the Supplier, viz,
.....
.....(Brief Description of Goods and Services) and has accepted a tender by the Supplier for the supply of Goods and Services in the sum of (Contract Price in Words and Figures) (hereinafter called the Contract Price).

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement viz.:
 - (a) the Form of Tender and Price schedule submitted by the Tenderer;
 - (b) the Schedule of Requirements;
 - (c) the Technical Specifications;
 - (d) the General Conditions of Contract;
 - (e) the Special Conditions of Contract; and
 - (f) the Purchaser's Notification of Award.
3. In consideration of the payments to be made by the Purchaser to the Supplier as hereinafter mentioned, the Supplier hereby covenants with the Purchaser to provide the Goods and Services and to remedy defects therein in conformity in all respects with the provision of he Contract.
4. The Purchaser hereby covenants to pay the Supplier in consideration of the



provision of the Goods and Services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with their respective laws the day and year first above written.

Signed, Sealed and Delivered by the said.....
(For the Purchaser)

in the presence

of.....

Signed, Sealed and Delivered by the said.....
(For the Supplier)

in the presence

of.....



PERFORMANCE SECURITY FORM

To: Municipal Council of Mbabane

WHEREAS hereinafter called the Supplier has undertaken, in pursuance of Contract No..... dated.....2019 to supply

.....

(Description of Goods and Services) hereinafter called the Contract.

AND WHEREAS it has been stipulated by you in the said Contract that the Supplier shall furnish you with a Bank Guarantee by a recognized bank for the sum specified therein as security for compliance with the Supplier’s performance obligations in accordance with the Contract.

AND WHEREAS we have agreed to give the Supplier a Guarantee:

THEREFORE WE hereby affirm that we are Guarantors and responsible to you, on behalf of the Supplier, up to a total of (Amount of the 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 and without cavil or argument, any sum or sums within the limit of (Amount of Guarantee) as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

The guarantee is valid until the expiration of the period of guarantee on the goods and services supplied.

Signature and Seal of Guarantors.....
.....
.....

Date
Address.....
.....
.....
.....



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 own declaration.]

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

To: The Chief Executive Officer Municipal Council of Mbabane, Mahlokohla Street
P.O. Box 1 Mbabane

Dear Sirs,

Re: Tender Reference: **TENDER No.34 of 2018/2019: Supply of A 2LT LDV and/ or 4 ton, 13.5m crane (“cherry picker”), 250 kg bucket truck.**

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 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
- (e) We do not have a **conflict of interest** in relation to the procurement requirement.

Signed
Authorised Representative

Date

I/We the undersigned, hereby acknowledge myself/ourselves fully conversant with the details and the conditions set out in the special conditions and specifications and with the general conditions of purchase and conditions of tender attached and hereby agree to supply, deliver and off-load in accordance therewith:

NAME OF TENDERER (in full) -----



BUSINESS ADDRESS:
.....

TELEPHONE NUMBER:

EMAIL ADDRESS:

Name of Person authorised to sign this tender:
(BLOCK LETTERS)

Signature of person authorised to sign this tender:

DATE _____ AS WITNESS: -----

