

SCHEDULE OF REQUIREMENTS

REQUEST FOR TENDER FOR THE SUPPLY AND DELIVERY OF WHITE DRY MAIZE:

Description	Quantity	Required delivery Period	Required delivery address
White dry maize/ 50kg		12 months	Matsapha Crop Production

NB: Tender will be awarded based on the unit price for the white maize.

SUPPLY AND DELIVERY

OF WHITE DRY MAIZE AT MATSAPHA CORRECTIONAL FARM 22



FRAMEWORK CONTRACT FORM

THIS AGREEMENT made the ____ day of _____ 20____ between [name of Procuring Entity] of the Kingdom of Eswatini (hereinafter called “the Procuring Entity”) of the one part and [name of Supplier] of [city and country of Supplier] (hereinafter called “the Supplier”) of the other part:

WHEREAS the Procuring Entity invited Tenders for certain goods and ancillary services, viz., [brief description of goods and associated services] and has accepted a Tender by the Supplier for the supply of those goods and services at the prices stated in the Price Schedule attached. (hereinafter called “rates”)

NOW THIS FRAMEWORK 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 Tender Form and the 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 Procuring Entity’s Notification of Award.
 - (g) the Award- Annexure B

3. In consideration of the payments to be made by the Procuring Entity to the Supplier as hereinafter mentioned, the Supplier hereby covenants with the Procuring Entity to provide the goods and services and to remedy defects therein in conformity in all respects with the provisions of the Contract

4. The Procuring Entity hereby covenants to pay the Supplier in consideration of the provision of the goods and services ordered based on invoices and delivery notes 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 Framework Agreement to be executed in accordance with their respective laws the day and year first above written.

Signed, sealed, delivered by _____ the _____
(For the Procuring Entity)

SUPPLY AND DELIVERY

OF WHITE DRY MAIZE AT MATSAPHA CORRECTIONAL FARM 23



Signed, sealed, delivered by _____ the _____
(For the Procuring Entity)

Signed, sealed, delivered by _____ the _____
(For the Supplier)

Signed, sealed, delivered by _____ the _____
(For the Supplier)

SUPPLY AND DELIVERY

OF WHITE DRY MAIZE AT MATSAPHA CORRECTIONAL FARM 24



**GENERAL CONDITIONS OF FRAMEWORK CONTRACTS
FOR THE SUPPLY OF GOODS AND SERVICES IMPLEMENTED THROUGH
GOVERNMENT ORDERS**

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GENERAL CONDITIONS OF FRAMEWORK CONTRACTS FOR THE SUPPLY OF GOODS AND SERVICES IMPLEMENTED THROUGH GOVERNMENT ORDERS

1. DEFINITIONS

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

- (a) "The Contract" means the Framework Agreement entered into between the Procuring Entity and the Supplier, as recorded in the Framework Contract Form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
- (b) "The Contract Price" means the price payable to the Supplier under each Government Order, using the rates specified in the Price Schedule, for the full and proper performance of the contractual obligations and based on the Government Order(s) issued.
- (c) "The Goods" means all of the equipment, machinery, and/or other materials which the Supplier is required to supply to the Procuring Entity under the Contract.
- (d) "The Services" means those services associated to the supply of the Goods, such as transportation and insurance, and any other incidental services, such as installation, commissioning, provision of technical assistance, training, and other such obligations of the Supplier covered under the Contract.
- (e) "GCC" means the General Conditions of Contract contained in this section.
- (g) "The Procuring Entity" means the organization purchasing the Goods, as named in the Contract form.
- (h) "The Supplier" means the individual or firm supplying the Goods and Services under this Contract as named in the Framework Contract Form.
- (i) "The Project Site", where applicable, means the place or places named in the Special Conditions of Contract.
- (j) "Day" means calendar day.

2. APPLICATION

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

3. STANDARDS

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

4. USE OF CONTRACT DOCUMENTS AND INFORMATION

4.1 The Supplier shall not, without the Procuring Entity'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 Procuring Entity in connection therewith, to any person other than a person employed by the Supplier in the performance of the Contract. Disclosure to any such employed person shall be made in confidence and shall extend only so as may be necessary for purposes of such performance.

4.2 The Supplier shall not, without the Procuring Entity's prior written consent, make use of any document or information enumerated in GCC Clause 4.1 except for purposes of performing the Contract.

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

5. PATENT RIGHTS

5.1 The Supplier shall indemnify and hold harmless the Procuring Entity against all third-party claims of infringement of patent, trademark, industrial design, or intellectual property rights arising from use of the Goods or any part thereof.

6. PERFORMANCE SECURITY

6.1 Within fourteen (14) days of receipt of the notification of Framework Contract award and before the contract signing, the successful Supplier shall furnish to the Procuring Entity the Performance Security in the amount and in the format specified in the Special Conditions of Contract.

6.2 The proceeds of the Performance Security shall be payable to the Procuring Entity 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 and shall be in one of the following forms:

- (a) a bank guarantee issued by a reputable bank located in the Tenderer's country or abroad, acceptable to the Procuring Entity, in the form provided in the Invitation to Tender documents or another form acceptable to the Procuring Entity; or
- (b) an insurance company bond from a reputable Insurance company acceptable to the Procuring Entity.

6.4 Once delivery of the requirements has been completed the Supplier may apply to have the Performance Security reduced to 1% (one percent) to cover the period of warranty obligations.

6.5 The Performance Security will be discharged by the Procuring Entity and returned to the Supplier not later than thirty (30) days following the date of completion of the Supplier's performance obligations under the Contract, including any warranty obligations, unless specified otherwise in the Special Conditions of Contract.

7. INSPECTIONS AND TESTS

7.1 The Procuring Entity or its representative shall have the right to inspect and/or to test the Goods to confirm their conformity to the Contract specifications at no extra cost to the Procuring Entity. The Special Conditions of Contract and the Technical Specifications shall specify what inspections and tests the Procuring



Entity requires and where they are to be conducted. The Procuring Entity shall notify the Supplier in writing, in a timely manner, of the identity of any representatives retained for these purposes.

7.2 The inspections and tests may be conducted on the premises of the Supplier or its subcontractor(s), at point of delivery, and/or at the Goods' final destination. If conducted on the premises of the Supplier or its subcontractor(s), all reasonable facilities and assistance, including access to drawings and production data, shall be furnished to the inspectors at no charge to the Procuring Entity.

7.3 Should any inspected or tested Goods fail to conform to the Specifications, the Procuring Entity may reject the Goods, and the Supplier shall either replace the rejected Goods or make alterations necessary to meet specification requirements free of cost to the Procuring Entity.

7.4 The Procuring Entity's right to inspect, test and, where necessary, reject the Goods after the Goods' arrival in Eswatini shall in no way be limited or waived by reason of the Goods having previously been inspected, tested, and passed by the Procuring Entity or its representative prior to the Goods' shipment from the country of origin.

Nothing in GCC Clause 7 shall in any way release the Supplier from any warranty or other obligations under this Contract.

7.6 Where a sample is furnished by the Supplier, the Goods shall be equivalent thereto in every respect.

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 expressly provided for in the Contract, including additional requirements, if any, specified in the Special Conditions of Contract, and in any subsequent instructions given by the Procuring Entity.

9. DELIVERY AND DOCUMENTS

Delivery of the Goods shall be made by the Supplier in accordance with the terms specified in the Schedule of Requirements. The details of shipping and/or other documents to be furnished by the Supplier are specified in the Special Conditions of Contract.

9.2 For purposes of the Contract, the trade terms used to describe the obligations of the parties shall have the meanings assigned to them by the current edition of Incoterms published by the International Chamber of Commerce, Paris.

9.3 Documents to be submitted by the Supplier are specified in 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 loss or damage incidental to manufacture or acquisition, transportation, storage, and delivery in the manner specified in the Special Conditions of Contract.

11. TRANSPORTATION

11.1 Where the Supplier is required under the Contract to deliver the Goods FCA, transport of the Goods and delivery into the custody of the carrier at the place named by the Procuring Entity or other agreed point 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 CIP, transport of the Goods to the port of destination or such other named place of destination in Eswatini, as shall be specified in the Contract, shall be arranged and paid for by the Supplier, and the cost thereof shall be included in the Contract Price.

11.3 Where the Supplier is required under the Contract to transport the Goods to a specified place of destination within Eswatini, defined as the Project Site, transport to such place of destination in Eswatini, including insurance and storage, as shall be specified in the Contract, shall be arranged by the Supplier, and the related costs shall be included in the Contract Price.

12. INCIDENTAL SERVICES

12.1 The Supplier may be required to provide any or all of the following services, including additional services, if any, specified in the Special Conditions of Contract:

- (a) performance or supervision of on-site assembly and/or start-up of the supplied Goods;
- (b) furnishing of tools required for assembly and/or maintenance of the supplied Goods;
- (c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied Goods;
- (d) 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
- (e) training of the Procuring Entity's personnel, at the Supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied Goods.

12.2 Prices charged by the Supplier for incidental services, if not included in the Contract Price for the Goods, shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged for other parties by the Supplier for similar services.



13. SPARE PARTS

13.1 As specified in the Special Conditions of Contract, the Supplier may be required to provide any or all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the Supplier:

- (a) such spare parts as the Procuring Entity may elect to purchase from the Supplier, provided 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 Procuring Entity of the pending termination, in sufficient time to permit the Procuring Entity to procure needed requirements; and
 - (ii) following such termination, furnishing at no cost to the Procuring Entity, the blueprints, drawings, and specifications of the spare parts, if requested.

14. WARRANTY

14.1 The Supplier warrants that the Goods supplied under the Contract are new, unused, of the most recent or current models and that incorporate all recent improvements in design and materials unless provided otherwise in the Contract. The Supplier further warrants that all Goods supplied under this Contract shall have no defect, arising from design, materials, or workmanship (except when the design and/or material is required by the Procuring Entity's specifications) or from any act or omission of the Supplier that may develop under normal use of the supplied Goods in the conditions prevailing in Eswatini.

14.2 This warranty shall remain valid for twelve (12) months after the Goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the Contract, or for eighteen (18) months after the date of shipment from the port or place of loading in the source country, whichever period concludes earlier, unless specified otherwise in the Special Conditions of Contract.

14.3 The Procuring Entity shall promptly notify the Supplier in writing of any claims arising under this warranty.

14.4 Upon receipt of such notice, the Supplier shall, within the period specified in the Special Conditions of Contract and with all reasonable speed, repair or replace the defective Goods or parts thereof, without costs to the Procuring Entity.

14.5 If the Supplier, having been notified, fails to remedy the defect(s) within the period specified in the Special Conditions of Contract, the Procuring Entity 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 Procuring Entity 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 this Contract shall be specified in the Special Conditions of Contract.

15.2 The Supplier's request(s) for payment shall be made to the Procuring Entity in writing, accompanied by an invoice describing, as appropriate, the Goods delivered and Services performed, and by documents submitted pursuant to GCC Clause 9, and upon fulfilment of other obligations stipulated in the Contract.



15.3 Payments shall be made promptly by the Procuring Entity, but in no case later than forty five (45) days after submission of an invoice or claim by the Supplier unless otherwise stated in the Special Conditions of Contract.

16. PRICES

16.1 Prices charged by the Supplier for Goods delivered and Services performed under the Contract shall not vary from the prices quoted by the Supplier in its tender, unless otherwise stated in the Special Conditions of Contract.

17. CHANGE ORDERS

17.1 The Procuring Entity may at any time, by a written order given to the Supplier pursuant to GCC Clause 30, 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 Procuring Entity;
- (b) the method of shipment or packing;
- (c) the place of delivery; and/or
- (d) the Services to be provided by the Supplier.

17.2 If any such change causes an increase or decrease in the cost of, or the time required for, the Supplier's performance of any provisions under the Contract, 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 Procuring Entity's change order.

18. CONTRACT AMENDMENTS

18.1 Subject to GCC 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 may not assign, in whole or in part, its obligations to perform under this Contract, except with the Procuring Entity's prior written consent.

20. SUBCONTRACTS

20.1 The Supplier may not enter into any subcontract for performance hereunder unless the Procuring Entity shall have previously consented in writing to such subcontract. Such consent shall not, however, unless otherwise specified in such consent or in the Contract, 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 Services shall be made by the Supplier in accordance with the time schedule prescribed by the Procuring Entity in the Schedule of Requirements.

21.2 If at any time during performance of the Contract, the Supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the Goods and performance of Services, the Supplier shall promptly notify the Procuring Entity 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



Procuring Entity shall evaluate the situation and may at its discretion extend the Supplier's time for performance, with or without liquidated damages, in which case the extension shall be ratified by the parties by amendment of the Contract.

21.3 Except as provided under GCC Clause 24, a delay by the Supplier in the performance of its delivery obligations shall render the Supplier liable to the imposition of liquidated damages pursuant to GCC Clause 22, unless an extension of time is agreed upon pursuant to GCC Clause 21.2 without the application of liquidated damages.

22. LIQUIDATED DAMAGES

22.1 Subject to GCC Clause 24, if the Supplier fails to deliver any or all of the Goods or to perform the Services within the period(s) specified in the Contract, the Procuring Entity shall, without prejudice to its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, a sum equivalent to the percentage specified in the Special Conditions of Contract of the delivered price of the delayed Goods or unperformed Services for each week or part thereof of delay until actual delivery or performance, up to a maximum deduction of the percentage specified in the Special Conditions of Contract. Once the maximum is reached, the Procuring Entity may consider termination of the Contract pursuant to GCC Clause 23.

23. TERMINATION FOR DEFAULT

23.1 The Procuring Entity, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the Supplier, may terminate this Contract in whole or in part:

- (a) if the Supplier fails to deliver any or all of the Goods within the period(s) specified in the Contract, or within any extension thereof granted by the Procuring Entity pursuant to GCC Clause 21; or
- (b) if the Supplier fails to perform any other obligation(s) under the Contract.

23.2 In the event the Procuring Entity terminates the Contract in whole or in part, pursuant to GCC Clause 23.1, the Procuring Entity may procure, upon such terms and in such manner as it deems appropriate, Goods or Services similar to those undelivered, and the Supplier shall be liable to the Procuring Entity for any excess costs for such similar Goods or Services. However, the Supplier shall continue performance of the Contract to the extent not terminated.

24. FORCE MAJEURE

24.1 Notwithstanding the provisions of GCC Clauses 21, 22 and 23, the Supplier shall not be liable for forfeiture of its performance security, liquidated 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, "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 restricted to, acts of the Procuring Entity in its sovereign 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 Procuring Entity in writing of such condition and the cause thereof. Unless otherwise directed by the Procuring Entity in writing, the Supplier shall continue to perform its obligations under the Contract as far as is 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 Procuring Entity may at any time terminate the Contract by giving written notice to the Supplier if the Supplier becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the Supplier, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the Procuring Entity.

26. TERMINATION FOR CONVENIENCE

26.1 The Procuring Entity, by written notice sent to the Supplier, may 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 Procuring Entity's convenience, the extent to which performance of the Supplier under the Contract is terminated, and the date upon which such termination becomes effective.

26.2 The Goods, which are complete and ready for shipment within thirty (30) days after the Supplier's receipt of notice of termination, shall be accepted by the Procuring Entity at the Contract terms and prices. For the remaining Goods, the Procuring Entity may choose to:

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

27. RESOLUTION OF DISPUTES

27.1 The Procuring Entity and the Supplier shall make every effort to resolve amicably by direct informal negotiation any disagreement, dispute, or claim arising out of or in connection with the Contract or the breach, termination, or validity thereof.

27.2 If, after thirty (30) days from the commencement of such informal negotiations, the Procuring Entity and the Supplier have failed to negotiate such an amicable settlement, any dispute, controversy, or claim arising out of or in connection with this Contract, or the breach, termination, or validity thereof, either party may require that the dispute be referred for resolution by final and binding arbitration in accordance with the UNCITRAL Arbitration Rules presently in force.

27.6 The arbitrators shall determine the matters in dispute in accordance with the laws in effect in Eswatini.

27.7 All notices to be given in connection with the arbitration shall be in writing and shall be effective upon receipt.

28. GOVERNING LANGUAGE

28.1 The Contract shall be written in the English. All correspondence and other documents pertaining to the Contract which are exchanged by the parties shall be written in the same language.



29. APPLICABLE LAW

29.1 The Contract shall be interpreted in accordance with the laws and regulations in effect in The Kingdom of Eswatini.

30. NOTICES

30.1 Any notice given by one party to the other pursuant to this Contract shall be sent to the other party in writing by personal delivery, mail, or e-mail or facsimile and, if by e-mail or facsimile, confirmed in writing to the other party's address specified in the Special Conditions of Contract. Each party may change such address by notice to the other party.

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

31. TAXES AND DUTIES

31.1 The Supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies incurred or imposed until delivery of the contracted Goods to the Procuring Entity.



SPECIAL CONDITIONS OF FRAMEWORK CONTRACT

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

GCC Clause no	GCC subject	Special Condition(s)
1.1	Additional definitions	<p>In addition to the definitions in GCC 1.1, the following words and expressions shall have the meanings hereby assigned to them:</p> <p>(k) “Framework Contract” means a contract arrangement for an estimated quantity or minimum value of Supplies at fixed rates, where actual quantities are purchased by means of Government Orders and payment is made for the actual quantities delivered.</p> <p>(l) “Government Order” means an order issued by the Procuring Entity for the purchase of specified quantities of the Supplies under a framework contract.</p> <p>(m) “Response Time” means the period for delivery of the Supplies, calculated from the date of a Government Order.</p>
1.1 (a)	Name and address of the Procuring Entity and the Supplier	<p><u>Procuring Entity:</u></p> <p>Client: His Majesty’s Correctional Services Address: P.O Box 166 Mbabane Phone: 24049086 Contact Person: Mr Luke Malindzisa</p> <p><u>Supplier:</u></p> <p>Address: Phone: Contact Person:</p>
6	Performance Security:	



GCC Clause no	GCC subject	Special Condition(s)
6.1	The amount of the Performance Security	<p>A Performance Security is required to the value of 5%. The Performance Security shall be provided in the form stated in SCC 6.3 and shall be valid for the period of the Contract including any warranty obligations.</p> <p>Once delivery has been completed the Supplier may apply to have the Performance Security reduced to 1% to cover the period of warranty obligations.</p>
6.3	The format of the Performance Security	<p>The Performance Security shall be provided in the form:</p> <ul style="list-style-type: none"> • A bank guarantee issued by a reputable bank located in the Tenderer's country or abroad, acceptable to the Procuring Entity, in the form provided in the Invitation to Tender documents or another form acceptable to the Procuring Entity; or • An Insurance Company Bond from a reputable Insurance company acceptable to the Procuring Entity. <p>The Performance Security shall be valid for the period of the Contract.</p>
9. Delivery and Documents:		
9.1	Delivery of the Goods:	Delivery of the Goods shall be made by the Supplier in accordance with the terms specified in the Government Orders issued by the Procuring Entity.
9.3	Document to be delivered by the supplier:	<p>The documents to be supplied upon delivery shall be:</p> <ol style="list-style-type: none"> 1. delivery note 2. invoice
15. Payment:		
15.1	The method and	Invoicing is done on monthly bases, following



GCC Clause no	GCC subject	Special Condition(s)
	conditions of payment:	<p>the calendar month.</p> <p>Payments shall be made promptly by the Procuring Entity, but in no case later than forty five (45) days after submission of an invoice or claim by the Supplier based on a Government Order accompanied by a letter of satisfactory inspection from an Official at the delivery point.</p> <p>Payment shall be calculated on the basis of the unit prices specified in the Price Schedule in the Framework Contract and the quantities specified in the Government Order.</p>
16	Prices	
16.1	Price Changes	Prices charged by the Supplier for Goods delivered and Services performed under the Contract shall not vary from the prices quoted by the Supplier in its tender.
17	Change Orders	The Delivery of the Supplies shall be in accordance with each Government Order.
21	Delays in the Supplier Performance	Delivery of the Goods and performance of Associated Services shall be made by the Supplier in accordance within the response times/period prescribed in the Schedule of Requirements and Government Order.
22	Liquidated Damages:	<p>Liquidated damages will apply to any delayed portion of the contract and will be a deduction of payment equivalent to half of one percent (0.5%) of the value of the delayed portion per week of delay up to a maximum of 10% (Ten percent).</p> <p>The amount of liquidated damages shall be calculated as a percentage of the value of the call-off order and shall apply only to the call-off order under which the Provider has failed to deliver the Supplies within the response time detailed in the Schedule of Requirements.</p>



GCC Clause no	GCC subject	Special Condition(s)
30. Notices:		
30.1	Procuring Entity's address for notice purposes:	His Majesty's Correctional Services P.O. Box 166 Mbabane 2404 9086
30.1	Supplier's address for notice purposes:	



PERFORMANCE SECURITY

To: Government of Eswatini
Mbabane
Eswatini.

WHEREAS..... (Hereinafter called the “Supplier”) has undertaken, in pursuance of Contract No..... [>>>reference number of the contract>>>] date.....202.....to supply [>>short description of goods and associated service>>] (hereinafter called the “Contract”)

AND WHEREAS it has been stipulated by you in the said Contract that the Supplier shall furnish you with a performance security by a reputable Financial Institution 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 performance security.

THEREFORE WE hereby affirm that we are Guarantors and responsible to you, on behalf of the Supplier up to a total of [>>>the amount of the Performance Security 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 [>>>the amount of the Performance Security>>>] as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

This Performance Security is valid until theday of.....202.....

Signature and seal of the Guarantors

.....
(Name of the bank or financial institution)

.....
(Address of the bank or financial institution)

.....

