



TENDER NO: RFPADMN/ELEV-01/2021

**The Supply, Installation, Commissioning and
Maintenance of Elevators.**

Eswatini Bank Head Office

Engungwini Building

Gwamile Street

MBABANE

Eswatini

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ESWATINI BANK

TENDER NO: RFPADMN/ELEV-01/2021

Supply, Installation, Commissioning and Maintenance of Elevators

TABLE OF CONTENTS

	DETAILS	PAGE
1.	Preamble	3
2.	General Conditions	3
3.	Special Instructions to Tenderers	4
4.	Tender Specifications	4
5.	Preliminary Examination	5
6.	Eligibility Criteria	6
7.	Detailed Uniform Specifications	7
8.	Evaluation Methodology	8
9.	Technical Evaluation	8
10.	Financial Evaluation	9
11.	Contract Award Procedures	9
12.	Duration of Contract	9
13.	Procurement Process	10
14.	Pricing and Payment Condition	10
15.	Annexures	
	Annex 1 - Submission Checklist	11
	Form A - Commitment Form	12
	Form B - Bid Submission Form	13
	Form C - Eligibility Declaration Form	15
	Contract Terms and conditions	17 - 22



ESWATINI BANK

TENDER NO: RFPADMN/ELEV-01/2021

Supply, Installation, Commissioning and Maintenance of Elevators

Purpose	To procure The Supply, Installation, Commissioning and Maintenance of Elevators.
Submission Date	Friday 06 August 2021 not later than 10:00 am
Duration of Contract	3 Years
To access the tender document	(a) Send email request to tenders@swazibank.co.sz (b) Contact: 24095122 / 24095156 (c) Download from ESPPRA Website (d) Payment of E 550.00

1. PREAMBLE

ESWATINI BANK requires competent, registered and reputable companies to tender for **Th Supply, Installation, Commissioning and Maintenance of Elevators.**

2. GENERAL CONDITIONS

Tenderer's attention is drawn to the general conditions of the tender:

- a. This tender document constitutes the contract of engagement on award of the tender. Aspects of this tender shall be deemed as binding and part of the contract for award.
- b. Completed tender documents under sealed cover with tenderer's name and addresses on reverse side of the envelope must be made and addressed to The Chairperson, ESWATINI BANK Tender Committee, P. O. Box 336 Mbabane and **delivered not later than 10:00 am on Friday 06 August 2021.** Tenders will be opened on the same date at 10:10 am by the Bank Officials due to COVID 19 pandemic, there will be no public opening.
- c. All Tenders must be provided in English language.
- d. Late or telegraphic or electronic submissions will not be accepted.
- e. Tenderers must include a soft copy in their submission which shall be used for circulation purposes (to the evaluation committee) **ONLY** and shall not be considered for any other purpose.
- f. The Bank does not bind itself to accept any or the lowest tender.
- g. The validity period of the Tender shall be 120 days from the date of submission.
- h. Clarifications may be requested in writing by email, **but not later than 30 July 2021.** The address for clarifications is: **tenders@swazibank.co.sz**
- i. Any time before the submission deadline, the Bank may issue an addendum to the Tender document and notify all Tenderers who received the tender documents. The Tenderers will be allowed at least one week before the tender submission deadline, to effect the changes to bidding documents. Where necessary, the deadline for submission would be extended. This will be applicable whenever there are major errors or omissions to tender documents noted by the Bank before the submission deadline.
- j. **All Tenderers are required to provide valid email addresses to the Bank through which they will be notified of the intention to award on the day the intention is sent to the Eswatini Public Procurement Regulatory Agency (ESPPRA) to publish in its website.**
- k. Modification or withdrawal of tenders



ESWATINI BANK

TENDER NO: RFPADMN/ELEV-01/2021

Supply, Installation, Commissioning and Maintenance of Elevators

- a. Tenderers may modify or withdraw the tender prior to the deadline for the submission of tenders.
- b. The modification or notice of withdrawal shall be effective if it is received by the bank prior to the deadline for submission of tenders.
- l. **Tender fee is Five hundred and fifty emalangenani (E 550.00) payable to any ESWATINI BANK Branch into Account Number 77400000533**
- m. **The Bank may award the contract in part or in full subject to budget restrictions.**
- n. **Tender Prices must be provided clearly and in line with the Tender Specifications Schedule in Section 4 below.**

3. SPECIAL INSTRUCTIONS TO TENDERERS

Tender submissions must include a company profile indicating:

- a. Similar jobs or engagements executed by the company over the past three years,
- b. Current contracts and the contract durations thereof;
- c. A demonstration of the capacity to successfully deliver on the contract. Number of technicians, supervisors and managers directly involved in the sourcing and installation of elevators.
- d. Estimated lead times – time to be taken to delivery from date of contract award.
- e. Detailed support & Maintenance Plan, warranties and guarantee periods including estimated annual costs.

4. TENDER SPECIFICATIONS

- a. The Bank seeks services of a reputable service provider for the supply and installation of elevators for the two head office buildings in Gwamile Street ~~Mabare~~
- b. Each building has two lifts with the following minimum features:

FEATURES	ENGUNGWINI	UMLUNGUZI WENDLOVU
Capacity (per lift) (Current Capacity)	525kg (7 people) per lift	900kg (12 people per lift)
Internal Finishes	Stainless Steel Panels with half-length mirrors	Stainless Steel Panels with half-length mirrors
Number of Stops	8	6

5. PRELIMINARY EXAMINATION

Prior to the detailed evaluation, the Bank will determine the substantial responsiveness of each Tender. For purposes of this clause, a substantially responsive Tender is one, which meets most of the terms and conditions of the Invitation to Tender document without material deviations. The



ESWATINI BANK

TENDER NO: RFPADMN/ELEV-01/2021

Supply, Installation, Commissioning and Maintenance of Elevators

determination of a Tender's responsiveness is based on the contents of the Tender itself without recourse to extrinsic evidence.

If a Tender is not substantially responsive, the Bank shall reject it. The Tender must not be subsequently made responsive by the Tenderer by correction of the nonconformity. The Bank will examine the Tenders to determine, whether they are complete, whether any computational errors have been made, whether the documents have been properly signed, and whether the Tenders are generally in order. The Bank shall reject any Tender when:

- The Tenderer has failed to demonstrate an ability to perform according to the requirements indicated in the Invitation to Tender documents;
- The Tenderer refuses to accept the correction of an arithmetical error;
- The Tenderer is not substantially responsive to the requirements of the Invitation to Tender documents or the technical specifications;
- The Tenderer has failed to comply with a request for clarification of Tenders.

6. ELIGIBILITY CRITERIA

The Bank will require the tenderers to submit the following information alongside the tender documents:

- A certified copy of an official statement of the Directors, alternative directors, managers and auditors of the company (for Eswatini firms: Form 'J')
- A certified copy of an official statement of the annual summary of shares capital and shares (for Eswatini firms: Form 'C')
- Certified Copy of Certificate of Incorporation (equivalent for Foreign Companies)
- Current Labour Compliance Certificate (equivalent for Foreign Companies).
- A Certified Copy of the Current Trading License (equivalent for Foreign Companies).
- A Valid Tax **Compliance** Certificate (**Original**) (**equivalent for Foreign Companies**).
- Current Police clearance certificates for **ALL** Directors (sworn affidavit for Foreign Companies detailing reasons for inability to satisfy requirement)
- Certified Copy of Identity Documents for Directors
- Latest Audited or Independently Reviewed Financial Statements or Comfort letter signed by the Auditors confirming the financial standing of the entity.
- CIC Registration Certificate (Eswatini Registered) or equivalent for Foreign Companies/Affidavit spelling out reasons for inability to satisfy requirement.
- Three (3) Written References
- List of Key staff & their qualifications and CVs
- A company profile with a minimum of 3 traceable references, detailed project organogram with detailed number of staff to be deployed
- Proof of Payment for the E 550.00 tender fee



ESWATINI BANK

TENDER NO: RFPADMN/ELEV-01/2021

Supply, Installation, Commissioning and Maintenance of Elevators

**** The Bank will determine what constitutes a material or minor deviation on the list of the documents to be submitted in line with the Act and section 5 of this document. Tenderers are encouraged to submit all the documents as required as failure to do so may lead to disqualification.**

7. EVALUATION METHODOLOGY

Tenders shall be evaluated using the Quality Cost Based Methodology.

8. EVALUATION OF SUPPLIER CAPABILITY (TECHNICAL EVALUATION)

Criteria Elements and Weightings	Weightings Total
1. Responsiveness of Tender <ul style="list-style-type: none"> A. A certified copy of an official statement of the Directors, alternative directors, managers and auditors of the company (for Eswatini firms: Form 'J') B. A certified copy of an official statement of the annual summary of shares capital and shares (for Eswatini firms: Form 'C') C. Certified Copy of Certificate of Incorporation (equivalent for Foreign Companies) D. Current Labour Compliance Certificate (equivalent for Foreign Companies). E. A Certified Copy of the Current Trading License (equivalent for Foreign Companies). F. A Valid Tax Compliance Certificate (Original) (equivalent for Foreign Companies). G. Current Police clearance certificates for ALL Directors (sworn affidavit for Foreign Companies detailing reasons for inability to satisfy requirement) H. Certified Copy of Identity Documents for Directors I. Latest Audited or Independently Reviewed Financial Statements or Comfort letter signed by the Auditors confirming the financial standing of the entity. J. CIC Registration Certificate (Eswatini Registered) or equivalent for Foreign Companies/Affidavit spelling out reasons for inability to satisfy requirement. K. Three (3) Written References L. List of Key staff & their qualifications and CVs M. A company profile with a minimum of 3 traceable references, detailed project organogram with detailed number of staff to be deployed N. Proof of Payment for the E 550.00 tender fee <p>Note: The Bank will use a YES/NO to evaluate this section</p> <p>**** The Bank may disqualify a tenderer for missing documents deemed as a material deviation.</p>	YES/NO
Technical Evaluation Note: Supplier must obtain not less than 70% to qualify for Financial Evaluation	
1. Resources and Capability <ul style="list-style-type: none"> • Reputation/brand/size of Tenderer; (5) • Capacity to carry out and Deliver on the Contract, (7) • Financial capacity to supply the products [based on audited financial statements]; (5) • Trade references - letters from clients of relevant/similar tender (3) • Company Profile & Organogram (with relevant information to the project) (5) • Competency & Experience of Technical Staff (sourced from CVs) (5) • Tender meets the requirements set out in the specification including list of features. (8) • Detailed Lead Times or project duration (7) • Detailed Maintenance & support schedule including estimated annual costs (5) • Previous Jobs in line with the tender (can be sourced from the profile) (6) 	51



ESWATINI BANK

TENDER NO: RFPADMN/ELEV-01/2021

Supply, Installation, Commissioning and Maintenance of Elevators

<p>2. Risk Assessment</p> <ul style="list-style-type: none"> • All risk factors which may be prejudicial to the Bank and performance of the contract, including but not limited to availability of resources (human, financial or suitable equipment for the tender) or extent of the Tenderer's commitment in other projects; (2) • Size of the tender in relation to the size of previous jobs in order to determine the ability to successfully deliver the tendered equipment; (2) • Ascertaining the integrity and general conduct in business dealings, professional conduct of the tenderer's directors and senior management i.e., police clearance; (2) • Compliance with the law; e.g., tax laws (2) • Circumstances which may expose the Bank and hinder due performance under the contract, e.g., criminal records in connection with corruption, fraud, theft or forgery by the tenderer's directors and management etc. (2) 	10
<p>3. Swazi Business Promotion</p> <ul style="list-style-type: none"> • Degree to which ownership of business vests with Swazi citizen; (1) • Degree to which business is managed by Swazi citizen. (1) • Extent to which the Tenderer will: <ul style="list-style-type: none"> – Encourage more Swazi citizens to be involved in business; – Encourage the impartation of technical and business skills to Swazi citizens; – Improve levels of Swazi citizens participation in the Bank's business; – Promote opportunities for employment of Swazi citizens; (2) 	4
<p>Financial Evaluation Tender Prices must include all pertinent costs: Taxes, Travel, Installations, Testing, commissioning, etc</p> <ul style="list-style-type: none"> • Unit Pricing of each item in each lot/Lot total • Discount Offered • Validity of prices • VAT <p>The scoring of the other tender prices will be calculated as follows:</p> <ul style="list-style-type: none"> ○ <i>Lowest Cost Bid (LCB) divided by amount quoted by the tenderer being evaluated multiplied by 100.</i> 	30

9. CONTRACT AWARD PROCEDURES

- The awarding of the contract shall be recommended to the best evaluated tenderer, as determined by the evaluation methodology and criteria specified in the invitation document.
- The contract award decision shall be taken by the appropriate approvals' authority.
- Following the contract award decision, the Bank shall prepare a notice indicating the name of the best evaluated tenderer, the value of the proposed contract and any evaluation scores. The notice shall be:
 - a) sent directly to all tenderers who submitted tenders by letter and where appropriate, by fax or email; and
 - b) ESWATINI BANK shall allow a period of at least ten working days to elapse from the date of despatch of the notice before a contract is awarded.
- The expected address for the contract negotiations shall be: ESWATINI BANK Head Office, Engungwini Building, Gwamile Street, Mbabane.



Supply, Installation, Commissioning and Maintenance of Elevators

10. DURATION OF CONTRACT

The contract duration will be in line with proposed lead times for installation, defects & liability period, and the manufacturer's warranty period. Thereafter, the parties will also engage on a service level agreement for support and maintenance of the elevators installed.

11. PROCUREMENT PROCESS

- a. The contract document shall form a basis of the procurement. The Bank may not issue purchase orders for services specifically provided for in the contract;
- b. Purchase orders will be issued for additional services procured like "requests for additional services".

12. PRICING AND PAYMENT CONDITIONS

- a. Any form of levy or charges such as customs and excise, tax, sales duty, surcharges or discounts must be included in the tender price (s).
- b. Price (s) quoted must be all inclusive
- c. List of warranties and Guarantees
- d. Estimated Annual Support & Maintenance Fees for the first 3-5 years
- e. The general conditions of payment of the Bank shall apply in this contract. The Bank shall make payment for work done and accepted by the Bank within 30 days of receipt of invoice from the vendor. No other conditions may be allowed.

ESWATINI BANK

TENDER NO: RFPADMN/ELEV-01/2021

Supply, Installation, Commissioning and Maintenance of Elevators

ANNEXURE 1.

SUBMISSION CHECKLIST

REQUIREMENT	Available/not Available (Please tick V or cross x as appropriate)
A. Company Profile	
B. A Certified Copy of Current Trading License	
C. A Valid / Original Tax Compliance Certificate	
D. A Current Labour Compliance Certificate	
E. Current SNPF Compliance Certificate	
F. Organogram of the Team to be Deployed	
G. Certified Copies of Form J and Form C	
H. Police Clearance for All company Directors	
I. Names and Contacts of at least (3) Reference Customers	
J. List of key staff and their qualifications	
K. Latest Audited or Independently Reviewed Financial Statements	
L. Certified Certificate of Incorporation	
M. Proof of Payment for E 550.00	
N. One electronic copy of the Technical Submission emailed to: tenders@swazibank.co.sz on the day of tender closing.	

TENDER SUBMISSION DETAILS

Delivery address:

The tender documents must be deposited (in sealed envelopes with Tender No. marked on the outside) into the Bank's Tender Box at Head Office: **Ground Floor, Ngungwini Building, Gwamile Street, Mbabane.**

Submission Date:

The Tender Submission Date is **Friday 06 August 2021 no later than 1000Hrs.**

- Late submissions will not be accepted.
- Electronic submissions will not be considered for cut-off time purposes.



ESWATINI BANK

TENDER NO: RFPADMN/ELEV-01/2021

Supply, Installation, Commissioning and Maintenance of Elevators

FORM A

ESWATINI BANK - COMMITMENT FORM

TENDER NO: RFPADMN/ELEV-01/2021– THE SUPPLY, INSTALLATION, COMMISSIONING & MAINTENANCE OF ELEVATORS

I (name of tenderer in full),, hereby agree to deliver all goods and services at the same time without altering the tendered price I quoted during tender submission date.

Residential Address
.....

Business Address.....
.....

Postal Address
.....

Telephone Number

Email Address:

Name of person authorised to sign this tender:

NAME

SIGNATURE



ESWATINI BANK

TENDER NO: RFPADMN/ELEV-01/2021

Supply, Installation, Commissioning and Maintenance of Elevators

FORM B: BID SUBMISSION FORM

[Note to Tenderers: This Bid Submission Form should be on the letterhead of the Company and should be signed by a person with the proper authority to sign documents that are binding on the entity. It should be included by the tenderer with the submitted tender.]

[>>>Location>>>]

[>>>Date>>>]

Procurement Reference No: **RFPADMN/ELEV-01/2021**

To:

The Tender Committee

ESWATINI BANK,

P. O. Box 336

Mbabane

Dear Sirs:

We, the undersigned, declare that:

- (a) We offer to provide the service for [>>insert a brief description of the tender>>] in conformity with your invitation to tender;
- (b) The schedule of prices of our proposal is attached.
- (c) Our tender shall be valid for a period of [>> specify the number of calendar days>>] days from the date fixed for the tender submission deadline in accordance with the Tender, and it shall remain binding upon us, subject to any modifications resulting from negotiations, and may be accepted at any time before the expiration of that period;
- (d) We understand that you are not bound to accept any proposal that you receive;

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



ESWATINI BANK

TENDER NO: RFPADMN/ELEV-01/2021

Supply, Installation, Commissioning and Maintenance of Elevators

Name: [insert complete name of person signing the proposal]

In the capacity of [insert legal capacity of person signing the proposal]

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

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



ESWATINI BANK

TENDER NO: RFPADMN/ELEV-01/2021

Supply, Installation, Commissioning and Maintenance of Elevators

FORM C: 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 Company, Address, and Date>>>]

To:

The Tender Committee

ESWATINI BANK,

P. O. Box 336

Mbabane

Dear Sirs,

Re: TENDER NO: RFPADMN/ELEV-01/2021– THE SUPPLY, INSTALLATION, COMMISSIONING & MAINTENANCE OF ELEVATORS

We hereby declare that:

- a) I/We, including any joint venture partners or consortium partners, are a legal entity and have the legal capacity to enter into the contract;
- b) I/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) I/We have fulfilled our obligations to pay taxes and social security contributions;
- d) I/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) I/We do not have a conflict of interest in relation to the procurement requirement and the procuring entity.
- f) I/We have not been convicted of any criminal offence relating to professional conduct or the making of false statements or misrepresentations as to its qualifications to enter into a procurement contract within a period of five years preceding the commencement of procurement proceedings;



ESWATINI BANK

TENDER NO: RFPADMN/ELEV-01/2021

Supply, Installation, Commissioning and Maintenance of Elevators

g) I/We are not subject to suspension in accordance with Section 55, and none of our directors or officers face endorsement or have already been endorsed on the Register for Tender Defaulters in accordance with the Prevention of Corruption Act, 2006.

Signed

Authorised Representative

Date



Supply, Installation, Commissioning and Maintenance of Elevators

CONTRACT TERMS AND CONDITIONS

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 Procuring Entity and the Supplier, as 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 Suppliers under the Contract for the full and proper performance of its contractual obligations.

"The Goods" means all of the equipment, machinery, and / or other

- a) Materials which the Supplier is required to supply to the Bank under the Contract.
- b) "The Services" means those services ancillary 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.
- c) "The Procuring Entity" means the Eswatini Development and Savings Bank t/a ESWATINI BANK an organization purchasing the Goods hereinafter referred to as the Bank.

"The Supplier" means the individual or firm supplying the Goods and Services under this Contract.

2. APPLICATION

2.1 These Contract Terms and 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 highest standards 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 Bank'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 Bank 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 Bank's prior written consent, make use of any document or information enumerated in Clause 4.1 except for purposes of performing the Contract.

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

ESWATINI BANK

TENDER NO: RFPADMN/ELEV-01/2021

Supply, Installation, Commissioning and Maintenance of Elevators

5. PATENT RIGHTS

5.1 The Supplier shall indemnify and hold harmless the Bank 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. PACKING AND DELIVERY

6.1 The Supplier shall provide such packing of the Goods as is required to prevent their damage or deterioration during transit and use.

6.2 The supplier shall ensure full delivery of the Goods at the Bank's premises in Mbabane within the stipulated time frame

7. DELIVERY AND DOCUMENTS

7.1 Delivery of the Goods shall be made by the Supplier in accordance with the terms specified in the tender specifications.

8. WARRANTY

8.1 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 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 Bank'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.

8.2 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.

8.3 The Bank shall promptly notify the Supplier in writing of any claims arising under this warranty.

8.4 Upon receipt of such notice, the supplier shall, within the period specified and with all reasonable speed, repair or replace the defective Goods or parts thereof, without costs to the Bank.

8.5 If the Supplier, having been notified, fails to remedy the defect(s) within the period specified in the Special Conditions of Contract, the Bank 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 Bank may have against the Supplier under Contract.

9. PAYMENT

9.1 The method and conditions of payment to be made to the Supplier under this Contract shall be specified in the Contract document.

9.2 The Supplier's request(s) for payment shall be made to the Bank in writing, accompanied by an invoice describing, as appropriate, the Goods delivered and Services performed, and upon fulfilment of other obligations stipulated in the Contract.



ESWATINI BANK

TENDER NO: RFPADMN/ELEV-01/2021

Supply, Installation, Commissioning and Maintenance of Elevators

9.3 Payment shall be made promptly by the Bank, but in no case later than thirty (30) days after submission of an invoice or claim by the Supplier unless otherwise stated in the Contract.

9.4 The Supplier's Banking Details and TIN numbers must be clearly indicated on all invoices

10. PRICES

10.1 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.

11. CHANGE ORDERS

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

- a) If there is a need for the same service on similar items not in the contract as and when the need arises.
- b) The contract prices shall be adjusted accordingly.

12. CONTRACT AMENDMENTS

12.1 Subject to Clause 12, no variation in or modification of the terms of the contract shall be made except by written amendment signed by the parties.

13. ASSIGNMENT

13.1 The Supplier may not assign, in whole or in part, its obligation to perform under this Contract except with the Bank's prior written consent.

14. SUBCONTRACTS

14.1 The supplier may not enter into any subcontract for performance hereunder unless the Bank shall have previously consented in writing to such consent or in the Contract, relieve the Supplier from any liability or obligation under the Contract.

15. DELAYS IN THE SUPPLIER'S PERFORMANCE

15.1 Delivery of the goods and performance of services shall be made by the Supplier in accordance with the time schedule prescribed by the Bank or as agreed by both parties.

15.2 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 Bank in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of Suppliers' notice, the Bank shall evaluate the situation and may at its discretion extend the Supplier's time of performance, with or without liquidated damages, in which case the extension shall be ratified by the parties by amendment of the contract.

15.3 A delay by the Supplier in the Performance of its delivery obligations shall render the Supplier liable to the imposition of liquidated damages unless an extension of time is agreed upon.



Supply, Installation, Commissioning and Maintenance of Elevators

16. TERMINATION FOR DEFAULT

16.1 The Bank, 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 specified in the contract, or within any extension thereof granted by the Bank; or
- b) If the supplier fails to perform any other obligation(s) under the contract.

16.2 In the event the Bank terminates the contract in whole or in part, pursuant to clause 17.1, the Bank may procure, upon such terms and in manner as it deems appropriate, goods or services similar to those contracted for and the supplier shall be liable to the Bank for any excess cost for such similar goods or services. However, the supplier shall continue performance of the contract to the extent not terminated.

17. FORCE MAJEURE

17.1 Notwithstanding the provision of Clause 16 and 17, the supplier shall not be liable for liquidated damages or termination for default if and to the extent that its delay in performance or other failure to perform its obligation under the contract is the result of Force Majeure;

17.2 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 anything foreseeable. Such events may include but are not restricted to wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes.

17.3 If a Force Majeure situation arises, the Supplier shall promptly notify the Bank, in writing of such condition and the cause thereof. Unless otherwise directed by the Bank in writing, the Supplier shall continue to perform its obligation 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.

18. TERMINATION FOR INSOLVENCY

18.1 The Bank 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 Bank.

19. RESOLUTION OF DISPUTES

19.1 The Bank and the Supplier shall make every effort to resolve amicably, by direct informal negotiation any disagreement, disputes, or claim arising out of or in connection with the contract or the breach, termination, or validity thereof.

19.2 If, after thirty (30) days from the commencement of such informal negotiations, the Bank 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,

ESWATINI BANK

TENDER NO: RFPADMN/ELEV-01/2021

Supply, Installation, Commissioning and Maintenance of Elevators

termination, or validity thereof, either party may require that the dispute be referred for resolution by final and binding arbitration.

19.3 The arbitrator shall determine the matters in dispute in accordance with the laws of the Kingdom of Eswatini.

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

20. APPLICABLE LAW

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

21. NOTICES

21.1 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 of 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.

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

22. TAXES AND DUTIES

22.1 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 Bank.

