





























## **SECTION 3:**

### **TERMS OF REFERENCE**

#### **1. Background**

The ESWATINI Civil Aviation Authority is a statutory body established by the Government of the Kingdom of ESWATINI through an act of parliament, the civil aviation authority act No. 10 of 2009. It is mandated by the act with the responsibility of regulating the civil aviation industry in ESWATINI as well as operating the country's airports and management of the airspace.

The primary objective of this tender is to identify a single, dedicated taxi service provider that can meet our organization's transportation requirements effectively and reliably. The selected provider should demonstrate the capacity to deliver exceptional service, adhere to strict schedules, and prioritize passenger safety and comfort. The desired outcome is to establish a long-term partnership that ensures seamless transportation services for our organization.

Provision of Taxis:

The service provider shall provide a fleet of well-maintained and roadworthy taxis that meet all legal and safety requirements.

Staff Transportation:

The service provider shall offer transportation services to ESWACAA staff, ensuring punctuality and adherence to agreed-upon schedules.

Safety and Security

The service provider shall prioritize the safety and security of passengers and their belongings at all times. Drivers should possess valid driving licenses, have good knowledge of local traffic regulations.

Customer Service:

The service provider shall ensure that drivers are professional, courteous, and provide excellent customer service. They should be well-groomed, maintain cleanliness in the taxis, and possess a clear complaint resolution procedure.

Technical Requirements: The service provider shall meet the following technical requirements:

### Fleet Capacity:

The service provider should have a sufficient number of taxis (minimum 2) to meet the demand of ESWACAA.

### Maintenance and Inspection:

The service provider shall regularly maintain and inspect their fleet to ensure that all vehicles are in good working condition and comply with roadworthiness standards.

### Insurance and Licensing:

The service provider should possess comprehensive insurance coverage for their vehicles. They should also hold all necessary licenses and permits required to operate a taxi service in Eswatini.

The service provider to be successful must meet the following:

1. The Vehicle must be a sedan and accommodate four people.
2. The vehicle must have functional air conditioner.
3. The vehicle must be insured.
4. The vehicle must have a service record.
5. The vehicle must be fitted with good tyres all the time, minimum 3mm.
6. Clear alternative provision in case of breakdown.
7. The vehicle must comply with the road safety act.
8. Flexible to start work in early hours and finish at late hours.
9. The driver of the vehicle must have a valid driver's license and public driving permit.
10. The driver assigned must have functional cellular phone and the phone must be available at all the times.
11. The vehicle must be in a good condition, always clean and neat.
12. The vehicle must be flexible to drive in the terrain around Matsapha:( Ka-Hlobile, Mahlabatsini ,Mathangeni ,KaLogoba ,Eteteni, Mbikwakhe, Ndlunganye &Mhlaleni)

#### Disclaimer

*This tender document and the information contained therein is provided "as is" and the Eswatini Public Procurement Regulatory Agency (ESPPRA) makes no express or implied representations or warranties with regard thereto. Portions of the information may be incorrect or not current. Any person or entity that relies on any information obtained from this tender document does so at own risk. The ESPPRA expressly disclaims all implied warranties, including, without limitation, warranties of merchantability, title, suitability to task, non-infringement, compatibility, security, and accuracy. The ESPPRA furthermore disclaims any warranty towards the accuracy, correctness, reliability, and timeliness of the publishing of content. Furthermore, no warranty, expressed or implied, is given this tender document is free of viruses, trojans, bombs, time-locks or any other data or code which have the ability to corrupt or affect the operation of any computer system it is used on. The ESPPRA cannot accept any responsibility for any loss, disruption, or damage to any of your data or computer system which may occur whilst using this tender document.*



## SECTION 4

### Special Conditions of Service Provider

<b>A. General</b>	
<b>GCC 1.1 (o)</b>	The Employer is: <b>The ESWATINI CIVIL AVIATION AUTHORITY</b>
<b>GCC 1.1 (r)</b>	The duration of the engagement shall be: <b>3 years</b>
<b>GCC 1.1 (u)</b>	The Project Manager is: Transport Officer, <b>ESWATINI CIVIL AVIATION AUTHORITY</b>
<b>GCC 1.1 (z)</b>	The Start Date shall be: <b>After receipt of letter of appointment.</b>
GCC13	Not applicable.
<b>GCC 14.1</b>	Site Investigation Reports are: <b>Not applicable.</b>
<b>GCC 21.1</b>	The Site Possession Date(s) shall be: <b>advised.</b>
<b>B. Time Control</b>	
<b>GCC 27.1</b>	The service provider shall submit for approval a work plan with timelines within 5 working days from the date of the Letter of Appointment.
<b>D. Cost Control</b>	
<b>GCC 47.1</b>	The supplier is subject to price adjustment should there be a significant increase due to exchange rates before the contract engagement.

**Disclaimer**

*This tender document and the information contained therein is provided "as is" and the Eswatini Public Procurement Regulatory Agency (ESPPRA) makes no express or implied representations or warranties with regard thereto. Portions of the information may be incorrect or not current. Any person or entity that relies on any information obtained from this tender document does so at own risk. The ESPPRA expressly disclaims all implied warranties, including, without limitation, warranties of merchantability, title, suitability to task, non-infringement, compatibility, security, and accuracy. The ESPPRA furthermore disclaims any warranty towards the accuracy, correctness, reliability, and timeliness of the publishing of content. Furthermore, no warranty, expressed or implied, is given this tender document is free of viruses, trojans, bombs, time-locks or any other data or code which have the ability to corrupt or affect the operation of any computer system it is used on. The ESPPRA cannot accept any responsibility for any loss, disruption, or damage to any of your data or computer system which may occur whilst using this tender document.*





**NB: The combined scores will be as follows:**

Technical Proposal = 70%

Financial Proposal = 30%

**For the Financial Proposal to be opened by the Employer, the Service Provider must score 70% and above. If the Service Provider is below the 70% threshold, the Financials for that particular Service Provider will not be opened.**

The lowest evaluated Financial Proposal (Fm) will be given the maximum financial score (Sf) of 100 points. The financial scores (Sf) of the other Financial Proposals will be computed as follows:  $Sf = 100 \times Fm / F$ , in which Sf is the financial score, Fm is the lowest price and F the price of the proposal under consideration.

Proposals will be ranked according to their combined technical (St) and financial (Sf) scores using the weights (T = the weight given to the Technical Proposal; P = the weight given to the Financial Proposal; T + P = 1) indicated in the Data Sheet:

$$S = St \times T\% + Sf \times P\%$$

The Technical weights given to Technical and Financial Proposals is

T = 0.7 (70%)

P = 0.3 (30%)

**SCHEDULE A**

<b>EVALUATION SHEET FOR: THE SUPPLY OF TAXI SERVICES AT ESWATINI CIVIL AVIATION AUTHORITY (Tender No12 of 2023/2024)</b>			
<b>NAME OF TENDERER:</b>			
Criteria Elements	Criteria Weighing Factors	Actual Score	COMMENTS
<b>1. Responsiveness to Tender</b> <b>All required documentation and information submitted:</b> i) Taxi Permit-Ministry of works ii) Original and valid tax compliance certificate iii) Form J (List of directors), form C (Shareholding) iv) Public Driving Permit v) Police clearance for Directors. vi) Tender Purchase Receipt	Yes/No		

**Disclaimer**  
This tender document and the information contained therein is provided "as is" and the Eswatini Public Procurement Regulatory Agency (ESPPRA) makes no express or implied representations or warranties with regard thereto. Portions of the information may be incorrect or not current. Any person or entity that relies on any information obtained from this tender document does so at own risk. The ESPPRA expressly disclaims all implied warranties, including, without limitation, warranties of merchantability, title, suitability to task, non-infringement, compatibility, security, and accuracy. The ESPPRA furthermore disclaims any warranty towards the accuracy, correctness, reliability, and timeliness of the publishing of content. Furthermore, no warranty, expressed or implied, is given this tender document is free of viruses, trojans, bombs, time-locks or any other data or code which have the ability to corrupt or affect the operation of any computer system it is used on. The ESPPRA cannot accept any responsibility for any loss, disruption, or damage to any of your data or computer system which may occur whilst using this tender document.



<b>2.Experience and Track Record</b> i) Track record in meeting service level agreements. ii) Reputation in the industry iii) Specified information dissemination procedures	25%		
<b>3. Fleet Quality and Capability</b> i. The condition, quality and capacity of the fleet.	25%		
<b>4. Safety and Security Measures</b> i) Procedures to ensure passenger safety and security.	25 %		
<b>5. Customer Service</b> i) Commitment to providing excellent customer service ii)Complaint resolution process iii) Responsiveness and overall passenger satisfaction	25%		

Evaluator's name:.....

Signature:..... Date:.....

**Disclaimer**

*This tender document and the information contained therein is provided "as is" and the Eswatini Public Procurement Regulatory Agency (ESPPRA) makes no express or implied representations or warranties with regard thereto. Portions of the information may be incorrect or not current. Any person or entity that relies on any information obtained from this tender document does so at own risk. The ESPPRA expressly disclaims all implied warranties, including, without limitation, warranties of merchantability, title, suitability to task, non-infringement, compatibility, security, and accuracy. The ESPPRA furthermore disclaims any warranty towards the accuracy, correctness, reliability, and timeliness of the publishing of content. Furthermore, no warranty, expressed or implied, is given this tender document is free of viruses, trojans, bombs, time-locks or any other data or code which have the ability to corrupt or affect the operation of any computer system it is used on. The ESPPRA cannot accept any responsibility for any loss, disruption, or damage to any of your data or computer system which may occur whilst using this tender document.*



## DECLARATION OF ELIGIBILITY

[The Service Provider must provide a signed declaration on its company letterhead in the following format. If the Proposal is being presented by a joint venture or consortium all members must each sign their own declaration.]

[>>>Name of Service Provider, Address, and Date>>>]

To: **The Secretary of the Tender Board,  
ESWATINI Civil Aviation Authority  
P.O BOX D361  
THE GABLES  
H126**

Dear Sirs,

Re Tender Reference: No:12 of **2023/2024**

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
- (d) I/We have not, and our directors or officers have not, been convicted of any criminal offence related to our 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 police clearances for Directors are attached; and
- (e) I/We do not have a **conflict of interest** in relation to the procurement requirement.

Signed .....

Authorised Representative

### Disclaimer

*This tender document and the information contained therein is provided "as is" and the Eswatini Public Procurement Regulatory Agency (ESPPRA) makes no express or implied representations or warranties with regard thereto. Portions of the information may be incorrect or not current. Any person or entity that relies on any information obtained from this tender document does so at own risk. The ESPPRA expressly disclaims all implied warranties, including, without limitation, warranties of merchantability, title, suitability to task, non-infringement, compatibility, security, and accuracy. The ESPPRA furthermore disclaims any warranty towards the accuracy, correctness, reliability, and timeliness of the publishing of content. Furthermore, no warranty, expressed or implied, is given this tender document is free of viruses, trojans, bombs, time-locks or any other data or code which have the ability to corrupt or affect the operation of any computer system it is used on. The ESPPRA cannot accept any responsibility for any loss, disruption, or damage to any of your data or computer system which may occur whilst using this tender document.*



Date .....

**Disclaimer**

*This tender document and the information contained therein is provided "as is" and the Eswatini Public Procurement Regulatory Agency (ESPPRA) makes no express or implied representations or warranties with regard thereto. Portions of the information may be incorrect or not current. Any person or entity that relies on any information obtained from this tender document does so at own risk. The ESPPRA expressly disclaims all implied warranties, including, without limitation, warranties of merchantability, title, suitability to task, non-infringement, compatibility, security, and accuracy. The ESPPRA furthermore disclaims any warranty towards the accuracy, correctness, reliability, and timeliness of the publishing of content. Furthermore, no warranty, expressed or implied, is given this tender document is free of viruses, trojans, bombs, time-locks or any other data or code which have the ability to corrupt or affect the operation of any computer system it is used on. The ESPPRA cannot accept any responsibility for any loss, disruption, or damage to any of your data or computer system which may occur whilst using this tender document.*



## FINANCIAL PROPOSAL FORM

[Location, Date]

To: [Name and address of Procuring entity]

Dear Sirs:

We, the undersigned, offer to provide the consulting Assignment/job for [Insert brief description of services] in accordance with your Request for Proposal dated [Insert Date] and our Technical Proposal. Our attached Financial Proposal is for the sum of [Insert amount(s) in words and figures]. This amount is inclusive of the Domestic taxes, but excluding Service tax. We hereby undertake that the financial proposal is unconditional and we acknowledge that any condition attached to financial proposal shall result in reject of our financial proposal.

Our Financial Proposal shall be binding upon us subject to the modifications resulting from Contract negotiations, up to expiration of the validity period of the Proposal,

We understand you are not bound to accept any Proposal you receive.

Yours sincerely,

Authorized Signature [In full and initials]:

Name and Title of Signatory:

Name of Firm:

Address:

### Disclaimer

This tender document and the information contained therein is provided "as is" and the Eswatini Public Procurement Regulatory Agency (ESPPRA) makes no express or implied representations or warranties with regard thereto. Portions of the information may be incorrect or not current. Any person or entity that relies on any information obtained from this tender document does so at own risk. The ESPPRA expressly disclaims all implied warranties, including, without limitation, warranties of merchantability, title, suitability to task, non-infringement, compatibility, security, and accuracy. The ESPPRA furthermore disclaims any warranty towards the accuracy, correctness, reliability, and timeliness of the publishing of content. Furthermore, no warranty, expressed or implied, is given this tender document is free of viruses, trojans, bombs, time-locks or any other data or code which have the ability to corrupt or affect the operation of any computer system it is used on. The ESPPRA cannot accept any responsibility for any loss, disruption, or damage to any of your data or computer system which may occur whilst using this tender document.



**Section 5.**  
**Standard Forms of Contract**

**Contract for the SUPPLY OF TAXI SERVICES IN MATSAPHA AIRPORT**

**Tender No.12 of 2023/2024**

THIS CONTRACT ("Contract") is entered into by ..... and between ESWATINI Civil Aviation Authority ("the Client"), Matsapha, and [insert Supplier's name] ("the Supplier") having its principal office located at [insert Supplier's address].

WHEREAS, the Client wishes to have the Supplier performing the services hereinafter referred to, and

WHEREAS, the Supplier is willing to perform these services, NOW

THEREFORE THE PARTIES hereby agree as follows:

1. Services

- (i) The Supplier shall perform the services specified in Section 5, "Terms of Reference and Scope of Works," which is made an integral part of this Contract ("the Services").
- (ii) The Supplier shall provide the reports to the Client, "Supplier's Reporting Obligations," within the time periods listed in the Payment Schedule.

2. Terms

The Supplier shall perform the Services as soon as the contract has been endorsed and the parties in writing may subsequently agree continuing for 60 days or any other period agreed by both parties.

3. Payment

- A. For Services rendered pursuant to Section 5, the Client shall pay the Supplier an amount stipulated in the payment schedule. This amount has been established based on the understanding that it includes all of the Supplier's costs and profits as well as any tax obligation that may be imposed on the Supplier. The payments made under the Contract consist of the Supplier's remuneration as defined in subparagraph B below and of the reimbursable expenditures as defined in sub-

paragraph C below.

**Disclaimer**

*This tender document and the information contained therein is provided "as is" and the Eswatini Public Procurement Regulatory Agency (ESPPRA) makes no express or implied representations or warranties with regard thereto. Portions of the information may be incorrect or not current. Any person or entity that relies on any information obtained from this tender document does so at own risk. The ESPPRA expressly disclaims all implied warranties, including, without limitation, warranties of merchantability, title, suitability to task, non-infringement, compatibility, security, and accuracy. The ESPPRA furthermore disclaims any warranty towards the accuracy, correctness, reliability, and timeliness of the publishing of content. Furthermore, no warranty, expressed or implied, is given this tender document is free of viruses, trojans, bombs, time-locks or any other data or code which have the ability to corrupt or affect the operation of any computer system it is used on. The ESPPRA cannot accept any responsibility for any loss, disruption, or damage to any of your data or computer system which may occur whilst using this tender document.*



B. Remuneration

The Client shall pay the Supplier for Services rendered at the rate(s) per man/month spent in accordance with the rates agreed and specified in the Payment Schedule, "Cost Estimate of Services, List of Personnel and Schedule of Rates."

C. Reimbursable

The Client shall not pay the Supplier for reimbursable expenses, which shall consist of and be limited to:

- (i) normal and customary expenditures for official travel, accommodation, printing, and telephone charges; official travel will be reimbursed at the cost of less than first class travel and will need to be authorized by the Client's coordinator;
- (ii) such other expenses as approved in advance by the Client's coordinator.

D. Payment Conditions

Payment shall be made in ESWATINI's Lilangeni SZL not later than 30 days following submission of invoices in duplicate to the Coordinator designated in paragraph 4.

Payments shall be made to Supplier's bank account [insert banking details. If payment by bank wire is not possible, prior Bank approval to apply cash payments option shall be obtained]

4. Project Administration  
A. Coordinator

The Client designates Ms. Vuyokazi Nxumalo as Client's Coordinator; the coordinator shall be responsible for the coordination of activities under the Contract, for receiving and approving invoices for payment, and for acceptance of the deliverables by the Client.

B. Timesheets

During the course of their work under this Contract, including field work, the Supplier's employees providing services under this Contract may be required to complete timesheets or any other document used to identify time spent, as well as expenses incurred, as instructed by the Project Coordinator

**Disclaimer**

*This tender document and the information contained therein is provided "as is" and the Eswatini Public Procurement Regulatory Agency (ESPPRA) makes no express or implied representations or warranties with regard thereto. Portions of the information may be incorrect or not current. Any person or entity that relies on any information obtained from this tender document does so at own risk. The ESPPRA expressly disclaims all implied warranties, including, without limitation, warranties of merchantability, title, suitability to task, non-infringement, compatibility, security, and accuracy. The ESPPRA furthermore disclaims any warranty towards the accuracy, correctness, reliability, and timeliness of the publishing of content. Furthermore, no warranty, expressed or implied, is given this tender document is free of viruses, trojans, bombs, time-locks or any other data or code which have the ability to corrupt or affect the operation of any computer system it is used on. The ESPPRA cannot accept any responsibility for any loss, disruption, or damage to any of your data or computer system which may occur whilst using this tender document.*



## C. Records and Accounts

The Supplier shall keep, and shall cause its Sub-Suppliers to keep, accurate and systematic records and accounts in respect of the Services, which will clearly identify all charges and expenses. The Client reserves the right to audit, or to nominate a reputable accounting firm to audit, the Supplier's records relating to amounts claimed under this Contract during its term and any extension, and for a period of three months thereafter.

5. Performance Standard The Supplier undertakes to perform the Services with the highest standards of professional and ethical competence and integrity. The Supplier shall promptly replace any employees assigned under this Contract that the Client considers unsatisfactory.
6. Inspections and Auditing The Supplier shall permit, and shall cause its Sub-Suppliers to permit, the Client and/or persons or auditors appointed by the Client to inspect and/or audit its accounts and records and other documents relating to the submission of the Proposal to provide the Services and performance of the Contract. Any failure to comply with this obligation may constitute a prohibited practice subject to contract termination and/or the imposition of sanctions by the Client (including without limitation a determination of ineligibility) in accordance with prevailing Client's sanctions procedures.
7. Confidentiality The Supplier shall not, during the term of this Contract and within two years after its expiration, disclose any proprietary or confidential information relating to the Services, this Contract or the Client's business or operations without the prior written consent of the Client.
8. Ownership of Material Any studies, reports or other material, graphic, software or otherwise, prepared by the Supplier for the Client under the Contract shall belong to and remain the property of the Client. The Supplier may retain a copy of such documents and software.
9. Supplier Not to be Engaged in Certain Activities The Supplier agrees that, during the term of this Contract and after its termination, the Suppliers and any entity affiliated with the Supplier, shall be disqualified from providing goods, works or services (other than consulting services that would not give rise to a conflict of interest) resulting from or closely related to the Consulting Services for the preparation or implementation of the Project.
10. Insurance The Supplier will be responsible for taking out any appropriate insurance coverage.
11. Assignment The Supplier shall not assign this Contract or Subcontract any portion of it without the Client's prior written consent.

### **Disclaimer**

*This tender document and the information contained therein is provided "as is" and the Eswatini Public Procurement Regulatory Agency (ESPPRA) makes no express or implied representations or warranties with regard thereto. Portions of the information may be incorrect or not current. Any person or entity that relies on any information obtained from this tender document does so at own risk. The ESPPRA expressly disclaims all implied warranties, including, without limitation, warranties of merchantability, title, suitability to task, non-infringement, compatibility, security, and accuracy. The ESPPRA furthermore disclaims any warranty towards the accuracy, correctness, reliability, and timeliness of the publishing of content. Furthermore, no warranty, expressed or implied, is given this tender document is free of viruses, trojans, bombs, time-locks or any other data or code which have the ability to corrupt or affect the operation of any computer system it is used on. The ESPPRA cannot accept any responsibility for any loss, disruption, or damage to any of your data or computer system which may occur whilst using this tender document.*





12. Law Governing Contract and Language The Contract shall be governed by the laws of Government of the Kingdom of ESWATINI and the language of the Contract shall be English.
13. Dispute Resolution Any dispute arising out of this Contract, which cannot be amicably settled between the parties, shall be referred to adjudication/arbitration in accordance with the laws of the Client's country.
14. Termination The Client may terminate this Contract with at least ten (10) working days prior written notice to the Supplier after the occurrence of any of the events specified in paragraphs (a) through (d) of this Clause:
- (a) If the Supplier does not remedy a failure in the performance of its obligations under the Contract within seven (7) working days after being notified, or within any further period as the Client may have subsequently approved in writing;
  - (b) If the Supplier becomes insolvent or bankrupt;
  - (c) If the Supplier, in the judgment of the Client, has engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices in competing for or in performing the Contract.
  - (d) If the Client, in its sole discretion and for any reason whatsoever, decides to terminate this Contract.

FOR THE CLIENT

FOR THE SUPPLIER

Signed by \_\_\_\_\_

Signed by \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

**Disclaimer**

*This tender document and the information contained therein is provided "as is" and the Eswatini Public Procurement Regulatory Agency (ESPPRA) makes no express or implied representations or warranties with regard thereto. Portions of the information may be incorrect or not current. Any person or entity that relies on any information obtained from this tender document does so at own risk. The ESPPRA expressly disclaims all implied warranties, including, without limitation, warranties of merchantability, title, suitability to task, non-infringement, compatibility, security, and accuracy. The ESPPRA furthermore disclaims any warranty towards the accuracy, correctness, reliability, and timeliness of the publishing of content. Furthermore, no warranty, expressed or implied, is given this tender document is free of viruses, trojans, bombs, time-locks or any other data or code which have the ability to corrupt or affect the operation of any computer system it is used on. The ESPPRA cannot accept any responsibility for any loss, disruption, or damage to any of your data or computer system which may occur whilst using this tender document.*



## SECTION 6. SPECIAL CONDITIONS OF CONTRACT

Number of GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
1.1	The words “in the Government’s country” are amended to read “in ESWATINI.”
1.1(a)	The Adjudicator is _____
1.1(e)	The contract name is PROVISION OF TAXI SERVICES
1.1(h)	The Procuring Entity is ESWATINI CIVIL AVIATION AUTHORITY
1.1(m)	The Member in Charge is the TRANSPORT OFFICER
1.1(p)	The Service Provider is _____
1.4	<p>The addresses are:</p> <p>Procuring Entity: _____</p> <p>Attention: _____</p> <p>Telex: _____</p> <p>Facsimile: _____</p> <p>Service Provider: _____</p> <p>Attention: _____</p> <p>Telex: _____</p> <p>Facsimile: _____</p>
1.6	<p>The Authorized Representatives are:</p> <p>For the Procuring Entity: _____</p> <p>For the Service Provider: _____</p>
2.1	The date on which this Contract shall come into effect is <i>SIGNING DATE</i>
2.2.2	The Starting Date for the commencement of Services is TBA.

**Disclaimer**

*This tender document and the information contained therein is provided "as is" and the Eswatini Public Procurement Regulatory Agency (ESPPRA) makes no express or implied representations or warranties with regard thereto. Portions of the information may be incorrect or not current. Any person or entity that relies on any information obtained from this tender document does so at own risk. The ESPPRA expressly disclaims all implied warranties, including, without limitation, warranties of merchantability, title, suitability to task, non-infringement, compatibility, security, and accuracy. The ESPPRA furthermore disclaims any warranty towards the accuracy, correctness, reliability, and timeliness of the publishing of content. Furthermore, no warranty, expressed or implied, is given this tender document is free of viruses, trojans, bombs, time-locks or any other data or code which have the ability to corrupt or affect the operation of any computer system it is used on. The ESPPRA cannot accept any responsibility for any loss, disruption, or damage to any of your data or computer system which may occur whilst using this tender document.*



Number of GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
2.3	The Intended Completion Date is <i>OCTOBER 2027</i>
3.2.3	Activities prohibited after termination of this Contract are: _____ _____

**Disclaimer**

*This tender document and the information contained therein is provided "as is" and the Eswatini Public Procurement Regulatory Agency (ESPPRA) makes no express or implied representations or warranties with regard thereto. Portions of the information may be incorrect or not current. Any person or entity that relies on any information obtained from this tender document does so at own risk. The ESPPRA expressly disclaims all implied warranties, including, without limitation, warranties of merchantability, title, suitability to task, non-infringement, compatibility, security, and accuracy. The ESPPRA furthermore disclaims any warranty towards the accuracy, correctness, reliability, and timeliness of the publishing of content. Furthermore, no warranty, expressed or implied, is given this tender document is free of viruses, trojans, bombs, time-locks or any other data or code which have the ability to corrupt or affect the operation of any computer system it is used on. The ESPPRA cannot accept any responsibility for any loss, disruption, or damage to any of your data or computer system which may occur whilst using this tender document.*

