

TECHNICAL PROPOSAL SUBMISSION FORM

{Location, Date}

To: *[Name and address of Procuring Entity]*

Dear Sirs:

We, the undersigned, offer to provide the transportation services for *[Insert title of assignment]* in accordance with your Request for Proposals dated *[Insert Date]* and our Proposal. Least Cost Based Assessment: “We are hereby submitting our Proposal, which includes this Technical Proposal and a Financial Proposal sealed in a separate envelope “We hereby are submitting our Proposal, which includes this Technical Proposal only in a sealed envelope.”

We undertake, if our Proposal is accepted and the Contract is signed, to initiate the Services related to the assignment no later than the date indicated.

We understand that the Procuring Entity is not bound to accept any Proposal that the Procuring Entity receives.

We remain,

Yours sincerely,

Authorized Signature {In full and initials}: _____ Name and Title of Signatory:

Name of Service Provider (company’s name or JV’s name):

In the capacity of: _____

Address: _____

Contact information (phone and e-mail): _____

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 the Tenderer, Address, and Date>>>]

To: THE Registrar Examinations Council of Eswatini Building, Ezulwini Ngonini BOX 1394 Mbabane

Dear Sirs,

Re Tender Reference: **RFT 04 of 2023 /2024**

We hereby declare that: -

- (a) We, including any joint venture partners or consortium partners, are a legal entity and have the legal capacity to enter into the contract.
- (b) We are not insolvent, in receivership, bankrupt or being wound up, our affairs are not being administered by a court or a judicial officer, our business activities have not been suspended, and we are not the subject of legal proceedings for any of the foregoing.
- (c) We have fulfilled our obligations to pay taxes and social security contributions.
- (d) We have not, and our directors or officers have not, been convicted of any criminal offence related to our/their professional conduct or the making of false statements or misrepresentations as to their qualifications to enter into a contract within a period of five years preceding the commencement of the procurement proceedings; and
- (e) We do not have a **conflict of interest** in relation to the procurement requirement.

Signed

Authorized Representative

Date

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FORM FIN-1: FINANCIAL PROPOSAL SUBMISSION FORM

[Note to service providers: This Financial Proposal Submission Form should be on the letterhead of the vendor 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 bidder in its financial proposal.]

[>>>Location>>>]

[>>>Date>>>]

Procurement Reference No: [>>>insert Tender Reference number>>>]

To: Examinations Council of Eswatini Building, Ezulwini Ngonini, Box 1394 Mbabane

Dear Sirs:

We, the undersigned, declare that:

- (a) We offer to provide Services for [>>insert a brief description of the Services>>] in conformity with your Request for Tender and our technical and financial proposals.
- (b) The schedule of prices of our proposal is attached.
- (c) Our proposal shall be valid for a period of [>>specify the number of calendar days>>] days from the date fixed for the proposal submission deadline in accordance with the Request for 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]*

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 authorized to sign the proposal for and on behalf of: *[insert complete name of Tenderer]*

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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 between the Procuring Entity and the Tenderer, as signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
- b) "Services" means the work to be performed by the Supplier pursuant to this Contract.
- c) "The Contract Price" means the price payable to the Tenderer under the Contract for the full and proper performance of its contractual obligations.
- d) "Local Currency" means Lilangeni (SZL).
- e) "The Procuring Entity" means the Examinations Council of Eswatini, an organization requesting the service.
- f) "Printing Firm" means any private or public entity that will provide the Services to the Council under the Contract.
- g) "Effective Date" means the date on which this Contract comes into force and effect.

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

The Printing Firm shall perform the Services and carry out their obligations hereunder with all due diligence, efficiency, and economy, in accordance with generally accepted professional standards and practices, and shall observe sound management practices, and employ appropriate technology and safe and effective equipment, machinery, materials and methods. The Printing firm shall always act, in respect of any matter relating to this Contract or to the Services, as faithful advisers to the Authority, and shall always support and safeguard the Council's legitimate interests in any dealings with Sub consultancies or third Parties.

4. USE OF CONTRACT DOCUMENTS AND INFORMATION

4.1 The Printing Firm shall not, without the Procuring Entity's prior written consent, disclose the Contract, or any provision thereof, or any specification, plan.

5. PRICES

5.1 Prices charged by the Supplier for Services performed under the Contract shall not vary from the prices quoted by the provider in its tender.

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6. CHANGE SERVICE

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

6.2 The Services to be provided by the Supplier.

6.3 If any such change causes an increase or decrease in the cost of, or the time required for, the transport provider 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 service receipt of the Procuring entity's change order.

7. CONTRACT AMENDMENTS

7.1 No variation in or modification of the terms of the contract shall be made except by written amendment signed by the parties.

8. SUBCONTRACTS

8.1 The Supplier may not enter any subcontract for performance hereunder unless the Procuring Entity shall have previously consented in writing to such consent or in the Contract, relieve the provider from any liability or obligation under the Contract.

9. DELAYS IN THE PRINTING PERFORMANCE

9.1 Delivery of the goods and performance of services shall be made by the Printing firm in accordance with the time schedule prescribed by the Procuring Entity.

9.2 If at any time during performance of the contract, the provider or its subcontractor(s) should encounter conditions impeding timely delivery of the Goods and Performance of Services, the provider shall promptly notify the Procuring Entity in writing of the fact of the delay.

10. LIQUIDATED DAMAGES

The Printing Firms fails to deliver the Goods 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 20% (percent) of the delivery price of the delayed services or unperformed services for each trip or part thereof of delay until actual delivery or performance, up to a maximum deduction of 60% (percent). Once the maximum is reached, the Procuring Entity may consider termination of the Contract.

11. TERMINATION FOR DEFAULT

11.1 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:

11.2 In the event the Procuring entity terminates the contract in whole or in part, the Procuring Entity may procure, upon such terms and in manner as it deems appropriate, goods like those undelivered, and the Supplier shall be liable to the procuring Entity for any excess cost for such similar Goods.

12. FORCE MAJEURE

12.1 Notwithstanding the supplier shall not be liable for liquidated damages or termination for default if and to the extent that it's delay in performance or other failure to perform its obligation under the contract is the result of Force Majeure.

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12.2 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 Procuring Entity in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes.

12.3 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 Printing Firm 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.

13. TERMINATION FOR INSOLVENCY

13.1 The Procuring Entity may at any time terminate the Contract by giving written notice to the Supplier if it becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the Printing Firm, 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.

14. RESOLUTION OF DISPUTES

14.1 The Procuring entity and the Printing Firm 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.

14.2 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.

14.3 The arbitrator shall determine the matters in dispute in accordance with the laws in effect in Swaziland.

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

15. APPLICABLE LAW

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

16. NOTICES

16.1 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 email. 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.

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

17. TAXES AND DUTIES

17.1 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.

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Special Conditions of Contract

The following Special Conditions of Contract (SCC) shall supplement and / or amend the General Conditions of Contract (GCC). Whenever there is a conflict, the provisions herein shall prevail over those in the GCC.

GCC 1.1(i)	<i>Examinations Council of Eswatini</i>
GCC 7.1	<p><i>The Registrar</i></p> <p>Street Address: <i>Examinations Council of Eswatini Building ,Ezulwini Ngonini Box 1394 Mbabane</i></p> <p>City: <i>Mbabane</i></p> <p>Eswatini</p> <p>Telephone: (+268) 24178000</p> <p>Electronic mail address: registrar@examsCouncil.org.sz</p>
GCC 11.1	<p>Details of Shipping and other Documents to be furnished by the Tenderer are <i>shipping Invoices</i>.</p> <p>The above documents shall be received by the Procuring Entity before arrival of the Goods and, if not received, the Tenderer will be responsible for any consequent expenses.</p>
GCC 14.1	<p><i>Sample provision</i></p> <p>GCC 14.1—The method and conditions of payment to be made to the Tenderer under this Contract shall be as follows:</p> <p>Payment for Goods and Services shall be made as follows:</p> <p>(iii) On Acceptance: Contract Price shall be paid to the Tenderer within thirty (30) days after the date of the acceptance for the respective delivery issued by the Procuring Entity.</p>
GCC 14.5	<p>The payment-delay period after which the Procuring Entity shall pay interest to the Tenderer shall be <i>14 days</i>.</p> <p>The interest rate that shall be applied is <i>0.5 % per day</i>.</p>
GCC 16.1	<p>A Performance Security <i>shall be required</i>.</p> <p><i>Performance Security is required, the amount of the Performance Security shall be: E500,000.00</i></p>

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	<i>[The amount of the Performance Security is usually expressed as a percentage of the Contract Price. The percentage varies according to the Procuring Entity's perceived risk and impact of non-performance by the Tenderer. A 10% percentage is used under normal circumstances]</i>
GCC 16.3	If required, the Performance Security shall be in the form of : <i>[insert "a Bank Guarantee" or "a Performance Bond"]</i>
GCC 16.4	Discharge of the Performance Security shall take place: <i>[insert date if different from the one indicated in sub clause GCC 17.4]</i>
GCC 21.2	The packing, marking and documentation within and outside the packages shall be: <i>[insert in detail the type of packing required, the markings in the packing and all documentation required]</i>
GCC 23.1	The inspections and tests shall be: <i>[insert nature, frequency, procedures for carrying out the inspections and tests]</i>
GCC 23.2	The Inspections and tests shall be conducted at: <i>[insert name(s) of location(s)]</i>
GCC 25.1	The liquidated damage shall be: <i>[insert number]%</i> per week
GCC 24.1	The maximum amount of liquidated damages shall be: <i>[insert number]%</i>
GCC 25.3	The period of validity of the Warranty shall be: <i>[insert number] days</i> For purposes of the Warranty, the place(s) of final destination(s) shall be: <i>[insert name(s) of location(s)]</i>
GCC 25.5	The period for repair or replacement shall be: <i>[insert number(s)] days.</i>

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