

VAT:	
Grand Total:	
Warranty duration	
After sales service (Availability & Duration)	

Our Quotation is valid for _____ days from the date of Submission.

Authorized Signature: _____ **Date:** _____

Name and Title of Signatory: _____

Name of Service provider: _____

Email Address: _____

FORM C: DECLARATION OF ELIGIBILITY FORM (In Company Letterhead)

To:

The Town Clerk
Ezulwini Town Council
Mpumalanga Crescent
73 Mpumalanga Road
P.O. Box 344
Ezulwini

Dear Sir,

Re: Tender Reference: 18 of 2024/25

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 a contract within a period of five years preceding the commencement of the procurement proceedings; and directors police clearances are attached; and
- e. I/We do not have a conflict of interest in relation to the procurement requirement.
- f. I/We and our Directors or Officers are in good standing with Ezulwini Town Council.

Authorized Signature: _____ Date: _____

Name and Title of Signatory: _____

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ANNEX I: GENERAL CONDITIONS OF CONTRACT

1. General Provisions

1.1 Definitions

Unless the context otherwise requires, the following terms whenever used in this Contract have the following meanings:

- a) “**Applicable Law**” means the laws and any other instruments having the force of law in Eswatini as they may be issued and in force from time to time.
- b) “**Bidder**” means any private or public entity that will provide the Services to the Client under the Contract.
- c) “**Contract**” means the Contract signed by the Parties and all the attached documents.
- d) “**Contract Price**” means the price to be paid for the performance of the Services undertaken herein.
- e) “**Effective Date**” means the date on which this Contract comes into force and effect.
- f) “**Foreign Currency**” means any currency other than the currency of the Client’s country.
- g) “**GC**” means these General Conditions of Contract.
- h) “**Government**” means the Government of the Client’s country.
- i) “**Local Currency**” means the currency of the Client’s country.
- j) “**Party**” means the Client or the Bidder, as the case may be, and “**Parties**” means both.
- k) “**Personnel**” means persons hired by the Bidder or by any Sub-Bidders and assigned to the performance of the Services or any part thereof.
- l) “**Services**” means the work to be performed by the Bidder pursuant to this Contract.
- m) “**Sub-Bidders**” means any person or entity to whom/which the Bidder subcontracts any part of the Services.
- n) “**In writing**” means communicated in written form with proof of receipt.

1.2 Law Governing Contract

This Contract, its meaning and interpretation, and the relation between the Parties shall be governed by the Applicable Laws of Eswatini.

1.3 Language

This Contract has been executed in English which shall be the binding and controlling language for all matters relating to the meaning or interpretation of this Contract.

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1.4 Notices

- 1.4.1** Any notice, request or consent required or permitted to be given or made pursuant to this Contract shall be in writing. Any such notice, request or consent shall be deemed to have been given or made when delivered in person to an authorized representative of the Party to whom the communication is addressed, or when sent to such Party at the following address:

The Client:
Chief Executive Officer/Town Clerk,
Ezulwini Town Council

P. O. Box 344, Ezulwini,
Lot 1 Mpumalanga Crescent,

The Bidder:

- 1.4.2** A Party may change its address for notice hereunder by giving the other Party notice in writing of such change to the address.

1.5 Location

The Services shall be performed at such locations as are agreed by the client and, where the location of a particular task is not so specified, at such locations, whether in or elsewhere, as the Client may approve.

1.6 Authority of Member in Charge

In case the Bidder consists of a joint venture/ consortium/ association of more than one entity, the Members will authorize the entity specified in to act on their behalf in exercising all the Bidder's rights and obligations towards the Client under this Contract, including without limitation the receiving of instructions and payments from the Client.

1.7 Authorized Representatives

Any action required or permitted to be taken, and any document required or permitted to be executed under this Contract by the Client or the Bidder may be taken or executed by the officials as follows.

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For the Client: _____

For Bidder: _____

1.8 Taxes and Duties

The Bidder, Sub-Bidders, and their Personnel shall pay such indirect taxes, duties, fees, and other impositions levied under the Applicable Law, the amount of which is deemed to have been included in the Contract Price.

1.9 Fraud and Corruption

If the Client determines that the Bidder and/or its Personnel, sub-contractors, sub-bidders, services providers, and suppliers has engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices, in competing for or in executing the Contract, then the Client may, after giving fourteen (14) days' notice to the Bidder, terminate the Bidder's employment under the Contract.

Should any personnel of the Bidder be determined to have engaged in corrupt, fraudulent, collusive, coercive, or obstructive practice during the execution of the Contract, then that personnel shall be removed.

2 COMMENCEMENT, COMPLETION, MODIFICATION AND TERMINATION OF CONTRACT

2.1 Effectiveness of Contract

This Contract shall come into effect on the date the Contract is signed by both Parties. The date the Contract comes into effect is defined as the Effective Date.

2.2 Commencement of Services

The Bidder shall begin carrying out the Services not later than the number of days after the Effective Date.

2.3 Expiration of Contract

Unless terminated earlier, this Contract shall expire at the end of such time period after the Effective Date.

2.4 Modifications or Variations

Any modification or variation of the terms and conditions of this Contract, including any modification or variation of the scope of the Services, may

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only be made by written agreement between the Parties. However, each Party shall give due consideration to any proposals for modification or variation made by the other Party.

2.5 Force Majeure

2.5.1 Definition

For the purposes of this Contract, “Force Majeure” means an event which is beyond the reasonable control of a Party, and which makes a Party’s performance of its obligations under the Contract impossible or so impractical as to be considered impossible under the circumstances.

2.5.2 No Breach of Contract

The failure of a Party to fulfill any of its obligations under the contract shall not be considered to be a breach of or default under, this Contract insofar as such inability arises from an event of Force Majeure, provided that the Party is affected by such an event.

- a) has taken all reasonable precautions, due care and reasonable alternative measures in order to carry out the terms and conditions of this Contract, and
- b) has informed the other Party as soon as possible about the occurrence of such an event.

2.5.3 Extension of Time

Any period within which a Party shall, pursuant to this Contract, complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action because of Force Majeure.

2.5.4 Payments

During the period of their inability to perform the Services as a result of an event of Force Majeure, the Bidder shall be entitled to continue to be paid under the terms of this Contract, as well as to be reimbursed for additional costs reasonably and necessarily incurred by them during such period for the purposes of the Services and in reactivating the Service after the end of such period.

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2.6 Termination

2.6.1 *By the Client*

The Client may terminate this Contract in case of the occurrence of any of the events specified in paragraphs (a) through (f) of this Clause. In such an occurrence the Client shall give a not less than thirty (30) days' written notice of termination to the Bidder, and sixty (60) days in the case of the event referred to in (e).

- a) If the Bidder does not remedy a failure in the performance of their obligations under the Contract, within thirty (30) days after being notified or within any further period as the Client may have subsequently approved in writing.
- b) If the Bidder becomes insolvent or bankrupt.
- c) If the Bidder, in the judgment of the Client has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.
- d) If, as the result of Force Majeure, the Bidder are unable to perform a material portion of the Services for a period of not less than sixty (60) days.
- e) If the Client, in its sole discretion and for any reason whatsoever, decides to terminate this Contract.
- f) If the Bidder fails to comply with any final decision reached as a result of arbitration proceedings.

2.6.2 *By the Bidder*

The Bidders may terminate this Contract, by not less than thirty (30) days written notice to the Client, such notice to be given after the occurrence of any of the events specified in paragraphs (a) through (c) of this Clause;

- a) If the Client fails to pay any money due to the Bidder pursuant to this Contract and not subject to dispute, hereof within forty-five (45) days after receiving written notice from the Bidder that such payment is overdue.
- b) If, as the result of Force Majeure, the Bidder is unable to perform a material portion of the Services for a period of not less than sixty (60) days.

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- c) If the Client fails to comply with any final decision reached as a result of arbitration.

2.6.3 Payment upon Termination

Upon termination of this Contract pursuant, the Client shall make the following payments to the Bidder:

- a) payment for Services satisfactorily performed prior to the effective date of termination.
- b) except in the case of termination pursuant to paragraphs (a) through (c), and (f) of Clause 2.6.1, reimbursement of any reasonable cost incident to the prompt and orderly termination of the Contract, including the cost of the return travel of the Personnel and their eligible dependents.

3. OBLIGATIONS OF THE BIDDER

3.1 General

3.1.1 Standard of Performance

The Bidder 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 Bidder shall always act, in respect of any matter relating to this Contract or to the Services, as faithful advisers to the Client, and shall always support and safeguard the Client's legitimate interests in any dealings with Sub-Bidders or third Parties.

3.2 Conflict of Interests

The Bidder shall hold the Client's interest's paramount, without any consideration for future work, and strictly avoid conflict with other assignments or their own corporate interests.

3.2.1 Bidders not to Benefit from Commissions, Discounts, etc.

The payment of the Bidder shall constitute the Bidder's only payment in connection with this Contract or the Services, and the Bidder shall not accept for their own benefit any trade

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commission, discount, or similar payment in connection with activities pursuant to this Contract or to the Services or in the discharge of their obligations under the Contract, and the Bidder shall use their best efforts to ensure that the Personnel, any Sub-Bidders, and agents of either of them similarly shall not receive any such additional payment.

3.2.2 Bidder and Affiliates not to be Otherwise Interested in Project

The Bidder agrees that, during the term of this Contract and after its termination, the Bidder and any entity affiliated with the Bidder, as well as any Sub-Bidders and any entity affiliated with such Sub-Bidders, shall be disqualified from providing goods, works or services (other than consulting services) resulting from or directly related to the Bidder's Services for the preparation or implementation of the project.

3.2.3 Prohibition of Conflicting Activities

The Bidder shall not engage and shall cause their Personnel as well as their Sub-Bidders and their Personnel not to engage, either directly or indirectly, in any business or professional activities which would conflict with the activities assigned to them under this Contract.

3.3 Confidentiality

Except with the prior written consent of the Client, the Bidder and the Personnel shall not at any time communicate to any person or entity any confidential information acquired in the course of the Services, nor shall the Bidder and the Personnel make public the recommendations formulated during, or as a result of, the Services.

3.4 Insurance to be Taken Out by the Bidder

The Bidder

- a) shall take out and maintain, and shall cause any Sub-Bidders to take out and maintain, at their (or the Sub-Bidders', as the case may be) own cost but on terms and conditions approved by the Client, insurance against the risks, and for the coverage, and
- b) at the Client's request, shall provide evidence to the Client showing that such insurance has been taken out and maintained and that the current premiums have been paid.

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3.5 Bidder's Actions Requiring Client's Prior Approval

The Bidder shall obtain the Client's prior approval in writing before taking any of the following actions:

- a) entering into a subcontract for the performance of any part of the Services,
- b) appointing such members of the Personnel not listed in the set of required documents;
- c) any other action that may be agreed or requested by the Client.

3.6 Reporting Obligations

The Bidder shall submit to the Client the reports and documents, in the form, in the numbers, and within the time periods set forth in this contract.

3.7 Documents Prepared by the Bidder to be the Property of the Client

- a) All plans, drawings, specifications, designs, reports, other documents, and software submitted by the Bidder under this Contract shall become and remain the property of the Client, and the Bidder shall, not later than upon termination or expiration of this Contract, deliver all such documents to the Client, together with a detailed inventory thereof.
- b) The Bidder may retain a copy of such documents and software. Restrictions about the future use of these documents, if any, shall be as per the client's request.

3.8 Accounting, Inspection, and Auditing

3.8.1 The Bidder shall keep and shall cause its Sub-Bidders to keep, accurate and systematic accounts and records in respect of the Contract, in accordance with internationally accepted accounting principles and in such form and detail as will clearly identify relevant time changes and costs.

3.8.2 The Bidder shall permit, and shall cause its Sub-Bidders to permit, the Bank and/or persons appointed by the Bank to inspect its accounts and records relating to the performance of the Contract and the submission of the Proposal to provide the Services, and to have such accounts and records audited by auditors appointed by the Bank if requested by the Bank.

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4. BIDDER'S PERSONNEL

4.1 Description of Personnel

The Bidder shall employ and provide such qualified and experienced Personnel and Sub-Bidders as are required to carry out the Services.

4.2 Removal and/or Replacement of Personnel

- a) If the Client finds that any of the Personnel have (i) committed serious misconduct or have been charged with having committed a criminal action, or (ii) have reasonable cause to be dissatisfied with the performance of any of the Personnel, then the Bidder shall, at the Client's written request specifying the grounds thereof, provide as a replacement a person with qualifications and experience acceptable to the Client.
- b) The Bidder shall have no claim for additional costs arising out of or incidental to any removal and/or replacement of Personnel.

5. OBLIGATIONS OF THE CLIENT

5.1 Assistance and Exemptions

The Client shall use its best efforts to ensure that the Government shall provide the Bidder such assistance and exemptions.

5.2 Change in the Applicable Law Related to Taxes and Duties

If, after the date of this Contract, there is any change in the Applicable Law with respect to taxes and duties which increases or decreases the cost incurred by the Bidder in performing the Services, then the remuneration and reimbursable expenses otherwise payable to the Bidder under this Contract shall be increased or decreased accordingly by agreement between the Parties, and corresponding adjustments shall be made to the amounts.

6 PAYMENTS TO THE BIDDER

6.1 Lump-Sum Payment

The total payment due to the Bidder shall not exceed the Contract Price which is an all-inclusive fixed lump-sum covering all costs required to carry out the Services. Except as provided in Clause 5.2, the Contract Price may only be increased above the amounts stated in Clause 6.2 if the Parties have agreed to additional payments in accordance with Clause 2.4.

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6.2 Contract Price

- a) The price shall be payable in local currency is set in the contract herein.

6.3 Payment for Additional Services

For the purpose of determining the remuneration due for additional services as may be agreed under Clause 2.4.

6.4 Terms and Conditions of Payment

Payments will be made to the account of the Bidder and according to the payment schedule as agreed upon by both parties.

6.5 Interest on Delayed Payments

If the Client has delayed payments beyond fifteen (15) days after the due date, interest shall be paid to the Bidder for each day of delay.

7 GOOD FAITH

The Parties undertake to act in good faith with respect to each other's rights under this Contract and to adopt all reasonable measures to ensure the realization of the objectives of this Contract.

8 SETTLEMENT OF DISPUTES

8.1 Amicable Settlement

The Parties agree that the avoidance or early resolution of disputes is crucial for a smooth execution of the Contract and the success of the assignment. The Parties shall use their best efforts to settle amicably all disputes arising out of or in connection with this Contract or its interpretation.

8.2 Dispute Resolution

Any dispute between the Parties as to matters arising pursuant to this Contract that cannot be settled amicably within thirty (30) days after receipt by one Party of the other Party's request for such amicable settlement may be submitted by either Party for settlement in accordance with the provisions made in Eswatini Law.

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