



REQUEST FOR TENDER (RFT)

TENDER NAME: SUPPLY AND DELIVERY OF
MEDICAL EQUIPMENT FOR
MSHINANDE EPR PROJECT

TENDER NUMBER: RFT SMVAF: 04/2024-25

ISSUANCE DATE: 14 OCTOBER 2024
CLOSING DATE: 15 NOVEMBER 2024

OCTOBER 2024

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SECTION 1:

LETTER OF INVITATION

Date issued: 14 October 2024

TO TENDERERS

Sincephetelo MVA Fund (SMVAF) is a statutory body/entity established by the Motor Vehicle Accidents Act of 1991 as amended by Act of 2011 to actively make payment of medical and rehabilitative benefits in personal injury claims to motor vehicle accident victims, and in the event of loss of life, funeral benefits and loss of support benefits to beneficiaries thereof.

The Fund is also empowered to participate in national road crash and injury prevention interventions and strategies to ensure quality of life for road users.

The Fund now invites sealed tenders for **Supply, Delivery and Installation of Medical Equipment Mshinande EPR Project**. The Request for Tender (RFT) can be downloaded from the ESPPRA's website, www.esppra.co.sz/, as from **Tuesday, 15th October, 2024, subject to payment of a non-refundable tender fee of E300.00**. The payment may be made by EFT or cash deposit with Company Name as reference and Tender Number to:

Bank Name: **FNB**

Account Name: **Motor Vehicle Accident Fund**

Account Number: **57711198806**

Branch code: **280164**

Details on the tender submission deadline, time and address are provided in the Instruction to Tenders, Data Sheet section and the cover page of this document.

Requests for clarifications, which must be in writing and should be addressed, via email, to nomcebo@mva.org.sz copied to sindi@mva.org.sz. The Fund will strive to promptly respond in writing via e-mail to any requests for clarification up until close of business on **Friday, 04th November 2024**. Written copies of the Fund's response (including an explanation of the query but without identifying the source of inquiry) will be sent to all prospective Bidders.

The Tenders must be delivered at **Sincephetelo Motor Accident Fund Office Park, Ground Floor, Mbhilibhi Street, Mbabane** at the latest by **12.00 Noon on Friday, 15th November, 2024**. Late tenders, as well as tenders received by telegram, facsimile, email or similar medium will not be considered. Tenders received on time by the closing date and time for submission will be opened at Funds Offices at **12.10pm on the 15th November, 2024**. Tenderers may attend the opening procedure.

SINCERELY

MR. DAVID MFANIMPELA MYENI

CHIEF EXECUTIVE OFFICER

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SECTION 2:

INSTRUCTIONS TO TENDERERS

A. DEFINITIONS AND INSTRUCTIONS TO TENDERERS

- (a) “Client” means the Sincephetelo Motor Vehicle Accidents Fund (SMVAF).
- (b) “Coercive practices” means harming or threatening to harm, directly or indirectly, persons, or their property, to influence their participation in a procurement process or affect the execution of a contract.
- (c) “Collusive” practices means a scheme or arrangement between two or more Tenderers, with or without the knowledge of the procuring entity, designed to establish tender prices at artificial, non-competitive levels
- (d) “Tenderer” means any entity or person that may provide or provides the Goods or Services to the Client under the Contract.
- (e) “Contract” means the Contract signed by the Parties and all the attached documents, i.e. the General Conditions of Contract (GCC), the Special Conditions of Contract (SCC), and the Appendices.
- (f) “Corrupt practice” means the offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence the action of a public officer in the procurement process or in contract execution.
- (g) “Data Sheet” means such part of the Instructions to Tenderers used to reflect specific assignment conditions.
- (h) “Day” means calendar day.
- (i) “Fraudulent practice” means a misrepresentation or omission of facts in order to influence a procurement process or the execution of a contract.
- (j) “Government” means the Government of the Kingdom of Eswatini.
- (k) “Instructions to Tenderers” means the document which provides Tenders with all information needed to prepare their Tender Submissions
- (l) “Personnel” means support staff provided by the Tenderer or by any Associate and assigned to perform the Services or any part thereof; “Foreign Personnel” means such staff who at the time of being so provided had their domicile outside Eswatini; “Local Personnel” means such staff who at the time of being so provided had their domicile inside Eswatini.
- (n) “RFT” means this Request for Tender.
- (o) “Services” means the work to be performed by the Tenderer pursuant to the Contract.
- (q) “Statement of Requirements” (SOR) means the document included in the RFT that defines and specifies the needs, expectations, and performance standards of the required item, and outlines the requirements that must be met in order to achieve those performance standards.

1. Introduction

- 1.1 The Procuring Entity (the Client) will select a company (the Tenderer) in accordance with the method of selection specified in the Data Sheet.
- 1.2 Tenderers are invited to submit a Technical and a Financial offer for procurement of the required goods and services named in the Data Sheet. The acceptable offer will be the basis for entering into a signed Contract with the selected Tenderer.
- 1.3 Tenderers should familiarize themselves with local conditions and take them into account in preparing their Tenders.

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- 1.4 Tenderers shall bear all costs associated with the preparation and submission of their Tenders. The Procuring Entity is not bound to accept any Tender and reserves the right to annul the selection process at any time prior to Contract award, without thereby incurring any liability to the Tenderers.

2. Eligibility

- 2.1 This tender is open to local and foreign reputable companies dealing with the supply of medical equipment.
- 2.2 Furthermore, it is the Supplier's responsibility to ensure that its Experts, joint venture members, Sub-Suppliers, agents (declared or not), sub-contractors, service providers, Suppliers and/or their employees meet the eligibility requirements as established by the SMVAF in this section
- 2.3 Interested Suppliers must submit the following document to prove their eligibility to tender for the required goods and services and such shall form part of the preliminary evaluation.
- a. Certified copy of Trading license or equivalent for foreign companies
 - b. Certificate of incorporation or equivalent for foreign companies
 - c. Original and Valid Tax Compliance certificate or equivalent for foreign companies
 - d. Labor Compliance or equivalent for foreign companies
 - e. Form J for company directors and Form C for directors shareholding or equivalent for foreign companies
 - f. Police Clearance for Company Directors or equivalent for foreign companies
 - g. Letters from at least three trade references proving that you have supplied medical equipment in the past 5 years
 - h. Signed Declaration of Eligibility

- i. Proof of Payment of non-refundable Tender Fee

3. Supplier Debarment/Suspension

- 3.1 A firm that is under a sanction of suspension by the Eswatini Public Procurement Regulatory Agency (ESPPRA) or other Procurement Regulatory Body from being awarded a contract is not eligible to participate in this procurement

Preparation of Tenders

4. General Considerations

- 4.1 In preparing the Tender, the Supplier is expected to examine in detail the product specification and align offers to the required standard. Material deficiencies in providing the information requested in the RFT may result in rejection of the Tender.

5. Tender Security

- 5.1 For the value and validity indicated in the Tender Data Sheet. The Tender Security may be forfeited, if a Tenderer:

- Withdraws the Tender during the Tender validity period specified in the Tender Form;
- Does not accept the correction of errors; or

In the case of a successful Tenderer, if the Tenderer fails to sign the contract, or to furnish a performance guarantee if required.

6. Tender Validity

- 6.1 The Data Sheet indicates how long Tenderers' Offers must remain valid after the submission date. The Procuring Entity will make its best effort to complete the evaluation within this period and issue Contract. Should the need arise, however, the Procuring Entity may request Tenderers

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to extend the validity period of their Tenders.

- 6.2 During this period, the Supplier shall maintain its original Tender without any change, including the availability of stock as proposed.

7. Cost of Preparing the Tender

- 7.1 The Tenderer shall bear all costs associated with the preparation and submission of its Tender, and the Client shall not be responsible or liable for those costs, regardless of the conduct or outcome of the selection process. The Client is not bound to accept any Tender and reserves the right to annul the selection process at any time prior to Contract award, without thereby incurring any liability to the Supplier.

8. Language of Tender

- 8.1 The Tender, as well as all correspondence and documents relating to the Tender exchanged between the Supplier and the Client, shall be written in **English language**. Where documents such as certificates are included issued in different language, the Supplier shall provide an interpreted version of same.

9. Documents Comprising of Tender

- 9.1 The Tender shall comprise all the documents required to prove their eligibility to participate in this tender as mentioned in section 2.3 of this document.
- 9.2 In preparing their bids, Tenderers are expected to examine in detail the documents comprising the RFT. Material deficiencies in providing the information requested may result in rejection of a Tender

10. Only One Tender

- 10.1 The Supplier (including the individual members of any Joint Venture) shall submit only one Tender, either in its own name or as part of a Joint Venture in another Tender. If a Supplier, including any Joint Venture member, submits or participates in more

than one Tender, all such Tenders shall be disqualified and rejected.

11. Technical Tender Format

- 11.1 The Technical Tender shall be prepared using the Standard Forms provided in Section 4 of this RFT document and shall comprise the documents listed in Section 2 sub-section 2.3 of this document. The person who signed the Proposal must initial any corrections.

12. Financial Tender

- 12.1 The Financial Tender shall be prepared using the Standard Forms provided in Section 5 of the RFT. It shall list all costs associated with the supply, delivery and installation of the medical equipment.
- 12.2 Prices quoted must be guaranteed for a period of twelve (12) months.

13. Taxes

- 13.1 The Supplier and its Sub-Suppliers are responsible for meeting all tax liabilities arising out of the Contract.

14. Currency of Tender

- 14.1 The Supplier shall express the price for its Goods and Services in local currency – Eswatini Lilangeni (SZL) only, where the different currency is used, the SMVAF shall convert it using the ruling exchange rate 14 days before deadline submission date and time of the tender.
- 14.2 The exchange rate shall be the prevailing Central Bank of Eswatini exchange rate.

Submission, Opening and Evaluation of Tenders

15. Submission, Sealing, Marking of Tenders

- 15.1 The Supplier shall submit a signed and complete Tender comprising the documents as required by this RFT document. The submissions must be five hard copies (**one Original and four Copies**) clearly labelled

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as such with the *tender name, tender reference number* and *closing date and time*.

15.2 Suppliers shall mark as “CONFIDENTIAL” information in their Tenders which is confidential to their business. This may include proprietary information, trade secrets or commercial or financially sensitive information.

15.3 The submission shall be hand delivered and deposited in the tender box situated in the address stated in the Tender Data Sheet

15.4 The submission deadline of this Tender shall be on the date stated in the Data Sheet.

15.5 A Tender submitted by a Joint Venture shall be signed by all members so as to be legally binding on all members, or by an authorized representative who has a written power of attorney signed by each member’s authorized representative.

15.6 Any modifications, revisions, interlineations, erasures, or overwriting shall be valid only if they are signed or initialled by the person signing the Tender.

15.7 Any Tender received by the Procuring Entity after the closing date and time as specified in the Tender Data Sheet will be rejected and returned unopened to the Tenderer.

16. Opening of Tenders

16.1 A representative of the Client’s Tender Board shall conduct the opening of the Tenders in the presence of all Suppliers’ authorized representatives who choose to attend.

16.2 At the opening of the Tenders, the following shall be read out: (i) the name and the country of the Supplier or, in case of a Joint Venture, the name of the Joint Venture, the name of the lead member and the names and the countries of all members; (ii) the

presence or absence of a duly sealed envelope with the Financial Tender; (iii) any modifications to the Tender submitted prior to Tender submission deadline; and (iv) any other information deemed appropriate.

17. Evaluation of Tenders

17.1 The Client’s evaluation committee shall conduct a Preliminary Evaluation on a PASS or FAIL basis and the Technical Evaluation shall also be evaluated on a PASS/FAIL basis depending on its ability to meet the minimum specification requirements of the tender.

17.2 A careful analysis of the submitted document shall be done at the preliminary level of the evaluation. Any deviations shall be considered for materiality, where material deviations shall be ground for disqualification of Tenders. The documents requested in part 2.3 of this document shall be examined at this stage of the evaluation.

17.3 The Financial Offers or Quotations of Tenderers who met the technical requirements shall be assessed after the conclusion of the specifications’ evaluation. The Client does not bind itself to award the lowest bidder nor to award the tender.

18. Award of Contract

18.1 Prior to recommending an award of contract, the Procuring Entity may decide to post-qualify the lowest evaluated substantially responsive Tenderer to verify the Tenderer’s documentation and facilities. A contract will not be awarded to any Tenderer who fails to pass such a post-qualification.

18.2 The Procuring Entity will award the contract to the Tenderer, who has submitted the lowest evaluated, substantially responsive Tender, and who is recognized to have the capability and capacity to carry out and complete the contract.

18.3 Prior to the expiration of the Tender’s validity, the Procuring Entity will notify the

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successful Tenderer in writing that their Tender has been accepted. The successful Tenderer will be expected to sign a contract and provide a Performance Security within 14 days of notification of award, if required as stated in the Tender Data Sheet. The Performance Security will be valid for a period of the contract including any warranty obligations.

- 18.4 Where a Tender Security has been provided, this will be returned to the successful Tenderer on furnishing of the Performance Guarantee.
The Tender security of the unsuccessful Tenderers will be returned at the same time

19. Notification of Intention to Award

- 19.1 The Client shall send to each Tenderer (that has not already been notified that it has been unsuccessful) and publish in ESPPRA website, the Notification of Intention to Award the Contract to the successful Tenderer. The Notification of Intention to Award shall contain, at a minimum, the following information:

- (a) the name and address of the Tenderer with whom the Client successfully is entering into a contract;
- (b) the contract price of the successful Tender;
- (c) the names of all Tenderers who submitted tenders;
- (d) where the selection method requires, the price offered by each Tenderer as read out and as evaluated;
- (e) the result of the final evaluations.

20. Standstill Period

- 20.1 The Intention to Award shall be published for 10 working days before contract award.

- 20.2 Tenderers may submit a protest or claim to the Client in writing, at any time but not later than period stated in ITB 23.1 after they have been informed that they are unsuccessful.

21. Commencement of Assignment

- 21.1 The Tenderer is expected to commence the assignment on the date and at the location specified in the Tender Data Sheet.

22. Corrupt, collusive, fraudulent or coercive practices

- 22.1 Tenderers should be aware that a bidder who engages in corrupt, collusive, fraudulent or coercive practices will have their tenders rejected and may further be subject to the prosecution under the laws of Eswatini.

23. Modifications or withdrawal of tenders

- 23.1 A tenderer may modify or withdraw the tender prior to the deadline submission of tenders without forfeiting its tender security unless otherwise stipulated in the Invitation document.
- 23.2 The modifications or notice of withdrawal shall be effective if it was received by SMVAF prior to the deadline for submission of tenders.

24. Margin of Preference

- 24.1 If the TDS specifies a margin of preference is applicable, for the purpose of Tender comparison, the following procedures will apply:

The Procuring entity will apply the Margin of Preference by adding 10% on the Price of other foreign tenderers prices during the financial evaluation.

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B. TENDER DATA SHEET

Paragraph Reference
ITC A. Definitions
Name of the Client: Sincephetelo MVA Fund (SMVAF) Method of selection: Lowest Cost
Assignment Reference: SMVAF: 04/2024-2025 Name of Assignment: SUPPLY, DELIVERY AND INSTALLATION OF MEDICAL EQUIPMENT FOR MSHINANDE EPR PROJECT
2. Eligibility
Suppliers must submit the documents listed in this section to prove their eligibility to tender for the required goods and services
5. Tender Security
Tender Security is required. Tender Security issued in the form of a Bank Guarantee issued by a reputable bank or Insurance Bond issued by a reputable insurance company with a value of E50,000 (Fifty Thousand Emalangeni) valid for a period of not less than 28 days beyond the validity of the tender
6. Validity
Tenders must remain valid for 120 days after the submission date.
8. Language
The language for preparing this tender and any communication related to it is English
13. Taxes
The Tenderer is responsible for all its tax obligations arising from this Tender
14. Currency of Tender
The currency of this Tender is Eswatini Lilangeni (SZL)
15. Submission of Tenders

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Tender submission should comprise of One (1) original and four (4) copies submitted in sealed envelope to the address indicated below and shall be marked as follows:

Submission Address: **SMVAF Office Park, Ground Floor (reception Area), Mhilibhi Street, Mbabane**

Tender Name: **Supply, Delivery and Installation of Medical Equipment for Mshinande EPR Project**

Tender Reference No. **SMVAF 04/2024-2025**

Do not open until **Friday, 15th November 2024 at 12:00 Noon**

16. Opening of Tenders

Tenders received on or before the submission deadline shall be opened in the presence of tenders on **15th November 2024 at 12:10PM** at the SMVAF conference room situated at the Ground Floor

17. Evaluation of Tenders

A. Evaluation and Comparison of Tenders

1. The Tenders will be evaluated in a three-stage procedure which include:

- (i) Preliminary Assessment of administrative compliance to ensure the proposals includes all necessary required documents and is duly signed by the authorised representative.
- (ii) Evaluation of the Technical Tender will follow and completed. Responsive Tenders shall be considered for further evaluation on Price.
- (iii) Financial Tender shall be opened and evaluated for the tenders that were found to be responsive on the Technical Evaluation having met the minimum specification requirements.

B. Acceptance of Submissions

2. **Tenderers** are expected to adhere to the requirements for submitting a tender. Any tenders that fail to comply will be disqualified from further consideration as part of this evaluation process. In particular:

- The Preliminary Assessment shall consist of full compliance with requirements for submitting a tender including all required documentation as stated in the Tender Document.
- For purposes of these Clauses, a substantially responsive tender is one which conforms to all the requirements and terms and conditions of the RFT without material deviations. The Client's determination of a Tender's responsiveness is based outcome of the evaluation process as per prescribed methodology and the contents of the Tender itself without recourse to extrinsic evidence.

C. Evaluation of Technical Tender

3. An evaluation committee shall be established to evaluate the Tenders. The technical tender submission shall be evaluated on its responsiveness to technical specifications requirements and will be assessed and scored according to the evaluation criteria stated below which is on a **PASS/FAIL** basis. A Tender shall be scored a Pass if it substantially meets the specification requirements and it shall be scored Fail if it fails to meet same.

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D. Evaluation of Financial Tender

4. The price/cost of each of the technically compliant tender shall be considered only after evaluation of the above technical criteria for the Tenderer who meets the minimum requirements

The lowest evaluated Financial Tender will be considered for award having met all the minimum technical specification requirements

The currency of the Financial Tender is in the local currency which is in Emalangeni (SZL)

18. Award of Contract

The Fund will award the contract to the Tenderer who has submitted the lowest evaluated, substantially responsive Tender

Where a Tender Security has been provided, this will be returned to the successful Tenderer on furnishing of the Performance Guarantee of 5% of the contract price..

19. Notice of Intention to Award

After the completion of the evaluation and approval of recommendation, the Tenderers shall be notified of the outcome in writing

21. Commencement of Assignment

The delivery is expected to take place latest January 2025.

23. Modification, Substitution or Withdrawal of Tender

A Tenderer may withdraw, substitute or modify its tender after it has been submitted by sending a written notice, duly signed by an authorized representative before the submission deadline without forfeiting Tender Security.

Any notice of withdrawal, substitution or modification received after the submission deadline shall not be effective and may result in the Tenderer forfeiting its Tender Security.

24. Margin of Preference

Swati Companies and citizen service providers shall be given a preference in the evaluation of tenders by adding 10% margin to the evaluated price of other tenderers who are not eligible for preference.

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SECTION 3: TENDER STANDARD FORMS

Paragraph 9 of 'Instructions to Tenderers' states the format in which the Tender shall be submitted.

FORM 1 – Technical Tender Submission Format

FORM 2 – Financial Tender Submission Format

FORM 3 – Tender Form

FORM 4 –Statement of Requirements

FORM 5 – Pricing Schedule

FORM 6 – Declaration of Eligibility

FORM 1: TECHNICAL TENDER SUBMISSION FORMAT

{Location, Date}

To: The Chief Executive Officer
Sincephetelo MVA Fund
PO Box 4239
Mbabane

Dear Sirs:

We, the undersigned, offer to supply, delivery and Installation of **Medical Equipment for Mshinande EPR Project** in accordance with your Request for Tenders (RFT) dated **14th October, 2024** and our Tender. We are hereby submitting our Tender, which includes this Technical Tender and a Financial Tender.

We hereby declare that:

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- a) All the information and statements made in this Tender are true and we accept that any misinterpretation or misrepresentation contained in this Tender may lead to our disqualification by the Fund.
 - b) Our Tender shall be valid and remain binding upon us for the period of time specified in the instruction to Suppliers section.
 - c) We have no conflict of interest in accordance with this document.
 - d) We meet the eligibility requirements as stated in this document.
 - e) We understand that the prices offered herewith in our tender are for a period of one (01) calendar year.
 - f) We, along with any of our sub-Suppliers, sub-contractors, Suppliers, or service providers for any part of the contract, are not subject to, and not controlled by any entity or individual that is subject to, a temporary suspension or a debarment imposed by the Eswatini Public Procurement Regulatory Agency
- a. Our Tender is binding upon us and subject to any modifications resulting from the Contract negotiations.

We undertake, if our Tender is accepted and the Contract is signed, to deliver the product with the required timelines.

We understand that the SMVAF is not bound to accept any tender that is received.

We remain,

Yours sincerely,

Signature (of Supplier's authorized representative) {In full and initials}:

Full name: {insert full name of authorized representative}
 Title: {insert title/position of authorized representative}
 Name of Supplier (company's name or JV's name):
 Capacity: {insert the person's capacity to sign for the Supplier}
 Address: {insert the authorized representative's address}
 Phone/fax: {insert the authorized representative's phone and fax number, if applicable}
 Email: {insert the authorized representative's email address} _____

{For a joint venture, either all members shall sign or only the lead member, in which case the power of attorney to sign on behalf of all members shall be attached}

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FORM 2: FINANCIAL TENDER SUBMISSION FORMAT

{Location, Date}

To: The Chief Executive Officer
Sincephetelo MVA Fund
PO Box 4239
Mbabane

Dear Sirs:

We, the undersigned, offer to supply, deliver and install **Medical Equipment for Mshinande EPR Project** in accordance with your Request for Tender dated **14th October, 2024** and our Tender.

Our attached Financial/Quotation is for the various items as specified in your Request for Tender invitation document. The Unit prices are inclusive of all taxes and shall be binding to us for a period of one year from the date of submission of this tender

The submission of this Financial Tender is aligned to your format as shown in section 4 of the tender document.

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

We remain,

Yours sincerely,

Signature (of Supplier's authorized representative) {In full and initials}:

Full name: {insert full name of authorized representative}
Title: {insert title/position of authorized representative}
Name of Supplier (company's name or JV's name):
Capacity: {insert the person's capacity to sign for the Supplier}
Address: {insert the authorized representative's address}
Phone/fax: {insert the authorized representative's phone and fax number, if applicable}

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FORM 3: TENDER FORM

14th October 2024

Tender No: **RFT SMVAF 04/2024-2025**

Tender Name: **Supply, Delivery and Installation of Medical Equipment for Mshinande EPR Project**

To: **Sincephetelo Motor Vehicle Accidents Fund (SMVAF)**

Having examined the Invitation to Tender documents, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to supply, deliver and instal [>>>insert short description of goods and associated services which this tender is for] in conformity of the said "Invitation to Tender" documents for the sum of [>>>inset the sum as a figure, then in words>>>] or such other sums as may be ascertained in accordance with the Price Schedule attached herewith and made part of this Tender and which are inclusive of all applicable taxes.

We undertake, should our Tender be accepted, to deliver the goods in accordance with the delivery schedule specified in the Schedule of Requirements.

If our Tender is accepted, and if required in the Special Conditions of Contract, we shall provide the Performance Security obtained from a reputable bank or an insurance company, in a sum equivalent to [>>>insert the value of the Performance Security, first as a percentage, as stated in the Tender Data Sheet Section 19<<<], of the contract price for the due performance of the Contract, and in the form prescribed by the Procuring Entity.

We agree to abide by this Tender for a period of [>>>state the number of days not less than 90 days<<<] from the fixed date for Tender opening, as stated in the Tender Data Sheet Section 16, and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

Until the receipt of a formal written contract and execution thereof, this Tender, together with your written acceptance thereof and your notification of award, shall constitute a binding Contract between ourselves and the Procuring Entity.

We understand that you are not bound to accept the lowest or any tender you may receive.

(Signature)

(in the capacity of)

Duly authorized to sign Tender for and on behalf of _____

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FORM 4: STATEMENT OF REQUIREMENTS

Statement of Requirements

Item Specification – High Quality Products required	Quantity	Unit of Measure	Price
1. BPAMT – BP Meter Aneroid Mobile (Teles stand)	1	Each	
2. EX/RATC – Examination Couch, Backrest Ratchet type; White Feet caps (maximum weight 200kg)	6	Each	
3. DIAGSUD- Diagnostic Set Universal Deluxe Black LED	1	Each	
4. STRSLA16 –Ambulance Stretchers -Automatic-loading (Maximum Load 180kg)	2	Each	
5. JDEFY254/A -JD Medicine Trolley White 4 drawers. Aluminium frame; Composite side panels. Key lock	6	Each	
6. ETA; August 2024 JDEQJ254/A – JD Resuscitation Trolley 5 Red Drawers, including all Accessories	6	Each	
7. ORBONE – Bullnose Oxygen Regulator with Barb Outlet	2	Each	
8. ETA: August 2024 RESSA Resuscitation Silicone Autoclavable CE approved Adult	2	Each	
9. RESSC – Resuscitator Silicone Autoclavable CE approved Child	2	Each	
10. RESSC – Resuscitator Silicone Autoclavable CE approved Infant	2	Each	
11. LARYNPD – Laryngoscope-Paediatric Specific Fibre Optic Set with Blade Size 00,01 and 2	1	Each	
12. PTSTRT – Stretcher Trauma Gas Spring Backrest 2045X790X920mm, backrest controlled by gas spring	2	Each	
13. LARYNF05 – Laryngoscope – Fibre Optic 5 Blade- 2 Handle - 0123	1	Each	
	6	Each	

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14. DS5SS – Drip Stand; 5-leg base Flat Legas, Stainless Steel Frame, Mobile on 50mm swivel castors	1	Each	
15. DSWM1060 Diagnostic set DW1060 Wall Mounted Ophthalmoscope Otoscope Bp Meter Ear Specula	3	Each	
16. EXLMPG – Lamp Exam LED Mobile Gooseneck			

*Prices include all applicable taxes (sales, VAT, customs, etc.) and duty paid or to be paid in the event of an award of contract.

Suppliers must include total cost of supply, delivery and installation.

Signed:

(Signature)

(in the capacity of)

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FORM 5. PRICE SCHEDULE FOR GOODS AND RELATED SERVICES

Date: *[insert date (as day, month and year) of Tender submission]*

Procurement Reference No: *[insert Procurement Reference number]*

Name of Tenderer: *[Insert the name of the Tenderer]*

1	2	3	4	5	6	7	8	9
Item No.	Goods or Related Services	Country of origin	Ten Percent (10%) of Swati Company and Citizen Service Providers	Quantity (No. of units)	Unit prices ¹		Import Duties, Sales and other taxes per unit ²	Total Price
					Ex-factory Ex-warehouse	Delivery and Incidental Costs		
<i>[insert number of items corresponding to Statement of Requirements]</i>	<i>[insert brief description on name of Goods or Related Services]</i>	<i>[insert country of origin of the item]</i>	<i>[if the margin of preference applies, insert percentage of Swati Company or Citizen Service Provider separately below]</i>	<i>[insert number of units of this item to be purchased]</i>	<i>[insert the unit price of this item, in accordance with the Incoterms stated, but excluding all import duties and taxes, paid or payable in Eswatini]</i>	<i>[insert the unit price for delivery in accordance with the delivery terms (Incoterms) but excluding all import duties and taxes, paid or payable in Eswatini]</i>	<i>[insert all import duties, taxes paid or payable in Eswatini on this item]</i>	<i>[insert the total price for this item, which should equate to columns 5x (6+7+8)]</i>
1. BPAMT – BP Meter Aneroid Mobile (Teles stand)								

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2. EX/RAT C – Examinat ion Couch, Backrest Ratchet type; White Feet caps (maximu m weight 200kg)								
3. DIAGSU D- Diagnosti c Set Universal Deluxe Black LED								
4. Etc....								

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

Name: *[insert complete name of person signing the Tender]*

In the capacity of *[insert legal capacity of person signing the Tender]*

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

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

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FORM 6: DECLARATION OF ELIGIBILITY

[The Tenderer 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 declaration.]

[>>>Name of Tenderer, Address, and Date>>>]

Re Tender Reference: **SMVAF 04/2024-2025**

In accordance with the eligibility requirements of the Invitation to Tender documents 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 declare that we adhere to basic labour legislation.
- (e) 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
- (f) I/We declare that we are eligible to participate in the above-mentioned public procurement tender as per paragraphs (a) – (e) above.
- (g) We further declare that we are not Politicians and or Public Officers.
- (h) That we do not have a **conflict of interest** in relation to the procurement requirement as defined in the Instructions to Tenderers.
- (i) I/We are aware that, where it shall be found that any or all of the below mentioned directors of our Company have provided misleading information in preparing this tender document, the tender will be cancelled, and contracts awarded shall be terminated immediately.

Name _____ (In the capacity of) _____

Authorised Representative Signature _____ Date _____

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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) “Tenderer” means any private or public entity that will provide the Goods and Services to the Client under the Contract.
- (c) “Contract” means the Contract signed by the Parties and all the attached documents listed in its Clause 1, i.e. these General Conditions (GCC), the Special Conditions (SCC), and the Appendices.
- (d) “Contract Price” means the price to be paid for the performance of the Services, in accordance with Clause 6;
- (e) “Effective Date” means the date on which this Contract comes into force and effect pursuant to Clause GCC 2.1.
- (f) “GCC” means these General Conditions of Contract.
- (g) “Government” means the Government of the Kingdom of Eswatini.
- (h) “Local Currency” means Eswatini Lilangeni (SZL).
- (i) “Member” means any of the entities that make up the joint venture/consortium/association, and “Members” means all these entities.
- (j) “Party” means the Client or the Tenderer, as the case may be, and “Parties” means both of them.
- (k) “Personnel” means persons hired by the Tenderer or by any Sub-Tenderers and assigned to the performance of the Services or any part thereof.
- (l) “SCC” means the Special Conditions of Contract by which the GCC may be amended or supplemented.
- (m) “Services” means the work to be performed by the Tenderer pursuant to this Contract, as described in terms of reference hereto.
- (n) “Sub-Tenderers” means any person or entity to whom/which the Tenderer subcontracts any part of the Services.
- (o) “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 in effect in the Kingdom of Eswatini.

1.3 Language

This Contract has been executed in the English language 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 Delivery of Notice

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 address specified in the SCC.

1.4.2 Change of Address

A Party may change its address for notice hereunder by giving the other Party notice in writing of such change to the address specified in the SCC.

1.5 Location

The goods and services shall be delivered/ performed at such locations as are specified in the Term of reference hereto and, where the location of a particular task is not so specified, at such locations, whether in Eswatini or elsewhere, as the Client may approve.

1.6 Authority of Member in Charge

In case the Tenderer consists of a joint venture/ consortium/ association of more than one entity, the Members hereby authorize the entity specified in the SCC to act on their behalf in exercising all the Tenderer'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 Tenderer may be taken or executed by the officials specified in the SCC.

1.8 Taxes and Duties

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

1.9 Fraud and Corruption

Tenderers should be aware that a bidder who engages in corrupt, collusive or fraudulent practices will have their proposals rejected or Contract terminated in accordance with Clause GCC 2.6.1(c), and may further be subject to prosecution under the laws of Eswatini.

1.9.1 Commission and Fees

It is required that the successful Tenderer will disclose any commissions or fees that may have been paid or are to be paid to agents, representatives, or commission agents with respect to the selection process or execution of the contract. The information disclosed must include at least the name and address of the agent, representative, or commission agent, the amount and currency, and the purpose of the commission or fee.

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 or at such other later date as may be stated in the SCC. The date the Contract comes into effect is defined as the Effective Date.

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- 2.2 Commencement of Services** The Tenderer shall begin carrying out the Services not later than the number of days after the Effective Date specified in the SCC.
- 2.3 Expiration of Contract** Unless terminated earlier pursuant to Clause GCC 2.6, this Contract shall expire at the end of the time period after the Effective Date, as specified in the SCC.
- 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 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 Definition** For the purposes of this Contract, “Force Majeure” means an event which is beyond the reasonable control of a Party, is not foreseeable, is unavoidable 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, and subject to those requirements, includes, but is not limited to, war, riots, civil disorder, earthquake, fire, explosion, storm, flood or other adverse weather conditions, strikes, lockouts or other industrial action confiscation or any other action by Government agencies.
- 2.5.1 No Breach of Contract** The failure of a Party to fulfil 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 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.
- 2.5.2 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 as a result of Force Majeure.
- 2.5.3 Payments** During the period of their inability to perform the Services as a result of an event of Force Majeure, the Tenderer 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.
- 2.6 Termination** 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 GCC 2.6.1. In such an occurrence the Client shall give not less than thirty (30) days’ written notice of termination to the Tenderer, and forty-five (45) days’ in the case of the event referred to in (e).
- 2.6.1 By the Client** (a) If the Tenderer does not remedy a failure in the performance of their obligations under the Contract, within fourteen (14) days after being notified or within any further period as the Client may have subsequently approved in writing.

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- (b) If the Tenderer becomes insolvent or bankrupt.
- (c) If the Tenderer, 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 Tenderer 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 Tenderer fails to comply with any final decision reached as a result of arbitration proceedings pursuant to Clause GCC 8 hereof.

**2.6.2 By the
Tenderer**

The Tenderers may terminate this Contract, by not less than fourteen (14) 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 GCC 2.6.2:

- (a) If the Client fails to pay any money due to the Tenderer pursuant to this Contract and not subject to dispute pursuant to Clause GCC 7 hereof within forty-five (45) days after receiving written notice from the Tenderer that such payment is overdue.
- (b) If, as the result of Force Majeure, the Tenderer is unable to perform a material portion of the Services for a period of not less than sixty (60) days.
- (c) If the Client fails to comply with any final decision reached as a result of arbitration pursuant to Clause GCC 8 hereof.

**2.6.3 Payment
upon
Termination**

Upon termination of this Contract pursuant to Clauses GCC 2.6.1 or GCC 2.6.2, the Client shall make the following payments to the Tenderer:

- (a) Payment pursuant to Clause GCC 6 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 GCC 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

**2.7 Delays in
Supplier
Performance**

2.7.1 Delivery of the goods and performance of Services shall be made by the Supplier in accordance with the time schedule prescribed by the Procuring Entity.

2.7.2 If at any time during performance of the Contract, the Supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the Goods and performance of Services, the Supplier shall promptly notify the Procuring Entity in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the Supplier's notice, the Procuring Entity shall evaluate the situation and may at its discretion extend the Supplier's time for performance, with or without liquidated damages, in which case the extension shall be ratified by the parties by amendment of the Contract.

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2.7.3 Except as provided under Clause 2.5, a delay by the Supplier in the performance of its delivery obligations shall render the Supplier liable to the imposition of liquidated damages pursuant to Clause 2.7.2, unless an extension of time is agreed upon pursuant to Clause 2.7.2 without the application of liquidated damages.

2.8 Termination for Default

2.8.1 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:

- i. if the Supplier fails to deliver any or all of the Goods within the period(s) specified in the Contract, or within any extension thereof granted by the Procuring Entity pursuant to Clause 2.7.1; or
- ii. if the Supplier fails to perform any other obligation(s) under the Contract.

2.8.2 In the event the Procuring Entity terminates the Contract in whole or in part, pursuant to Clause 2.8.1, the Procuring Entity may procure, upon such terms and in such manner as it deems appropriate, Goods or Services similar to those undelivered, and the Supplier shall be liable to the Procuring Entity for any excess costs for such similar Goods or Services. However, the Supplier shall continue performance of the Contract to the extent not terminated

2.9 Liquidated Damages

2.9.1 Subject to GCC Clause 2.8, if the Supplier fails to deliver any or all of the Goods or fails to perform the Services within the period(s) specified in the Contract, the Procuring Entity shall, without prejudice to its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, a sum equivalent to the percentage specified in the Special Conditions of Contract of the delivered price of the delayed Goods or unperformed Services for each week or part thereof of the delay until the actual delivery or performance, up to a maximum deduction of the percentage specified in the Special Conditions of Contract. Once the maximum is reached, the Procuring Entity may consider termination of the Contract pursuant to GCC Clause 2.7.

3. OBLIGATIONS OF THE TENDERER

3.1 Standard of Performance

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

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- 3.2 Conflict of Interests** The Tenderer 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 Tenderers Not to Benefit from Commissions, Discounts, etc.* The payment of the Tenderer pursuant to Clause GCC 6 shall constitute the Tenderer's only payment in connection with this Contract or the Services, and the Tenderer shall not accept for their own benefit any trade 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 Tenderer shall use their best efforts to ensure that the Personnel, any Sub-Tenderers, and agents of either of them similarly shall not receive any such additional payment.
- 3.2.2 Tenderer and Affiliates Not to be Otherwise Interested in Project* The Tenderer agrees that, during the term of this Contract and after its termination, the Tenderer and any entity affiliated with the Tenderer, as well as any Sub-Tenderers and any entity affiliated with such Sub-Tenderers, shall be disqualified from providing goods, works or services (other than consulting services) resulting from or directly related to the Tenderer's Services for the preparation or implementation of the project.
- 3.2.3 Prohibition of Conflicting Activities* The Tenderer shall not engage and shall cause their Personnel as well as their Sub-Tenderers 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 Tenderer 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 Tenderer and the Personnel make public the recommendations formulated in the course of, or as a result of, the Services.
- 3.4 Insurance to be Taken Out by the Tenderer** The Tenderer (a) shall take out and maintain, and shall cause any Sub-Tenderers to take out and maintain, at their (or the Sub-Tenderers', as the case may be) own cost but on terms and conditions approved by the Client, insurance against the risks, and for the coverage, as shall be specified in the SCC; 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.
- 3.5 Tenderer's Actions Requiring Client's Prior Approval** The Tenderer 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) Change of Ownership while contract is in effect
 - (c) Any other action that may be specified in the SCC.
- 3.6 Reporting Obligations** (a) The Tenderer shall submit to the Client the reports and documents specified in the specification document such as warranty, manuals, service plan, Licence and registration hereto, in the form, in the numbers and within the time periods set forth in the said expected output.

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- (b) Tenderer to submit hard copies as specified.
- 3.7 Documents Prepared by the Tenderer to be the Property of the Client**
- (a) All plans, drawings, specifications, designs, reports, other documents and software submitted by the Tenderer under this Contract shall become and remain the property of the Client, and the Tenderer 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 Tenderer may retain a copy of such documents and software. Restrictions about the future use of these documents, if any, shall be specified in the SCC.

4. TENDERER'S PERSONNEL

- 4.1 Description of Personnel** (a) The Tenderer shall employ and provide such qualified and experienced Personnel and Sub-Tenderers as are required to carry out the Services.
- 4.2 Removal and/or Replacement of Personnel** (a) Except as the Client may otherwise agree, no changes shall be made in the Key Personnel. If, for any reason beyond the reasonable control of the Tenderer, such as retirement, death, medical incapacity, among others, it becomes necessary to replace any of the Key Personnel, the Tenderer shall provide as a replacement a person of equivalent or better qualifications.
- (b) 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 Tenderer 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.
- (c) The Tenderer 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** The Client shall use its best efforts to provide the Tenderer such assistance as specified in the SCC.
- 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 Tenderer in performing the Services, then the remuneration and reimbursable expenses otherwise payable to the Tenderer under this Contract shall be increased or decreased accordingly by agreement between the Parties, and corresponding adjustments shall be made to the amounts referred to in Clauses GCC 5.2 (a) or (b), as the case may be.

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6. PAYMENTS TO THE TENDERER

- 6.1 Tender Price** The Fund shall pay the Tenderer for Goods and Services supplied under this contract. 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. The prices shall be fixed for a period of one (1) year.
- 6.2 Method of Payment** The method and conditions of payment to be made to the Supplier under this Contract shall be specified in the Contract document. Payments shall be made promptly by the Procuring Entity, 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.
- 6.3 Terms and Conditions of Payment** The Supplier's request(s) for payment shall be made to the Procuring Entity in writing, accompanied by an invoice describing, as appropriate, the Goods delivered and Services performed, and upon fulfilment of other obligations stipulated in the Contract.

7. GOOD FAITH

- 7.1 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 realisation 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.
- 8.1.1 Communication of Dispute* If either Party objects to any action or inaction of the other Party, the objecting Party may file a written Notice of Dispute to the other Party providing in detail the basis of the dispute. The Party receiving the Notice of Dispute will consider it and respond in writing within fourteen (14) days after receipt. If that Party fails to respond within fourteen (14) days, or the dispute cannot be amicably settled within fourteen (14) days following the response of that Party, Clause GCC 8.2 shall apply.
- 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 specified in the SCC.

9. TAXES AND DUTIES

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- 9.1 Payment of Taxes and Duties** The Tenderer, Sub-Tenderers and Experts are responsible for meeting any and all tax liabilities arising out of the Contract unless it is stated otherwise in the SCC.
- 9.1.1 Exception** As an exception to the above and as stated in the SCC, all local identifiable indirect taxes (itemized and finalized at Contract negotiations) are reimbursed to the Tenderer or are paid by the Client on behalf of the Tenderer.
- 9.2 Currency of Payment** Any payment under this Contract shall be made in the currency(ies) specified in the SCC.

10. APPLICATION OF TERMS AND CONDITIONS

- 10.1 Application** These Contract Terms and Conditions shall apply to the extent that they are not superseded by provisions of other parts of the Contract.
- 10.2 Standards** 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.
- 10.3 Use of Contract Documents and Information**
- a) The Supplier shall not, without the Procuring Entity's prior written consent, disclose the Contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the Procuring Entity in connection therewith, to any person other than a person employed by the Supplier in the performance of the Contract. Disclosure to any such employed person shall be made in confidence and shall extend only so as may be necessary for purposes of such performance.
 - b) The Supplier shall not, without the Procuring Entity's prior written consent, make use of any document or information enumerated in Clause 10.3 (a) except for purposes of performing the Contract.
 - c) Any document, other than the Contract itself, enumerated in Clause 10.3 (a) shall remain the property of the Procuring Entity and shall be returned (in all copies) to the Procuring Entity on completion of the Supplier's performance under the Contract if so required by the Procuring Entity.
- 10.4 Patent Rights** The Supplier shall indemnify and hold harmless the Procuring Entity against all third-party claims of infringement of patent, trademark, industrial design, or intellectual property rights arising from use of the Goods or any part thereof.
- 10.5 Packing**
- a) The Supplier shall provide such packing of the Goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the Contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packing case size and weights shall take into consideration, where appropriate, the remoteness of the Goods'

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destination and the absence of heavy handling facilities at all points in transit.

- b) The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the Contract, including additional requirements, if any, specified in any subsequent instructions given by the Procuring Entity.

10.6 Spare Parts

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

- (a) such spare parts, as the Procuring Entity, may elect to purchase from the Supplier, provided that this election shall not relieve the Supplier of any warranty obligations under the Contract; and
- (b) in the event of termination of the production of the spare parts:
 - (i) advance notification to the Procuring Entity of the pending termination is done in sufficient time to permit the Procuring Entity to produce needed requirements; and
 - (ii) following such termination, furnishing at no cost to the Procuring Entity, the blueprints, drawings, and specifications of the spare parts, if requested.

10.7 Delivery and Documents

- (a) Delivery of the Goods shall be made by the Supplier in accordance with the terms specified in the Schedule of Requirements. The details of shipping and/or other documents to be furnished by the Supplier shall be specified in the Contract.
- (b) For purposes of the Contract, the trade terms used to describe the obligations of the parties shall have the meanings assigned to them by the current edition of Incoterms published by the International Chamber of Commerce, Paris.

10.8 Insurance

The Goods supplied under the Contract shall be fully insured in a freely convertible currency against loss or damage incidental to manufacture or acquisition, transportation, storage, and delivery in the manner specified in the Contract.

10.9 Transportation

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

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

10.10 Warranty

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

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

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

10.10.4 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 Procuring Entity.

10.10.5 If the Supplier, having been notified, fails to remedy the defect(s) within the period specified in the Special Conditions of Contract, the Procuring Entity may proceed to take such remedial action as may be necessary at the Supplier's risk and expense and without prejudice to any other rights which the Procuring Entity may have against the Supplier under the Contract.

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SECTION 5:

SPECIAL CONDITIONS OF CONTRACT (SCC)

Number of GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
1.1(a)	The Contract shall be construed in accordance with the law of the Kingdom of Eswatini
1.3	The language is: English
1.5	<p>The addresses for delivery and performance of service:</p> <p>Client : Sincephetelo MVA Fund</p> <p>Delivery Address: Mshinande EPR Project Piggs Peak Northern Hhohho Eswatini</p> <p>E-mail: khanyakwezweg@gmail.com copied nomcebo@mva.org.sz</p> <p>Tenderer : _____ Attention : _____ E-mail : _____</p>
2.1	<p>The effectiveness conditions are the following:</p> <p>Signing of the Contract by Both Parties.</p>
2.2	<p>Commencement of Services:</p> <p>The Services shall commence immediately after contract signing</p>
2.3	<p>Termination of Contract for Failure to Become Effective:</p> <p>The time period shall be 14 calendar days</p>
2.6	<p>Expiration of Contract:</p> <p>Successful service provider shall sign a contract that shall expire 31 January 2025.</p>
6.4	<p>The currency of payment(s):</p> <p>The payment(s) shall be made in local currency, Lilangeni (SZL)</p>

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