

DECLARATION OF ELIGIBILITY

(In Company Letterhead)

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

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

**The Entity Tender Board Chairperson
National Agricultural Marketing Board
Cnr. Masalesikhundleni & Mbabha Street
Plot No 1A Lot 165
P.O Box 4261
Manzini**

Dear Sir,

NMB009 OF 2024/2025 REQUEST FOR TENDER FOR SUPPLY AND INSTALLATION OF MAIN MARKET COLD ROOM

In accordance with the eligibility requirements of the Procurement Regulations and the tender documents we hereby declare that: -

- a) I/We, including any joint venture partners or consortium partners, are a legal entity and have the legal capacity to enter into the contract.
- b) I/We are not insolvent, in receivership, bankrupt or being wound up, our affairs are not being administered by a court or a judicial officer, our business activities have not been suspended, and we are not the subject of legal proceedings for any of the foregoing.
- c) I/We have fulfilled our obligations to pay taxes and social security contributions.
- d) I/We have not, and our directors or officers have not, been convicted of any criminal offence related to our/their professional conduct or the making of false statements

- or misrepresentations as to their qualifications to enter into a contract within a period of five years preceding the commencement of the procurement proceedings; and
- e) I/We do not have a conflict of interest in relation to the procurement requirement.
 - f) I/We are not subject to suspension in accordance with section 55 of the Act, and none of our directors or officers have been involved in a tenderer or supplier currently subject to suspension.

Signed

Authorized Representative

Date

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ASSIGNMENTS OF SIMILAR NATURE SUCCESSFULLY COMPLETED DURING LAST 5 YEARS

1. Outline of recent experience on assignments of similar nature:

No.	Name of Project	Procuring Entity (Name, Address, Tel)	Cost of Project (SZL)	Start date	Completion date	Attached Completion Certificate
1)						
2)						
3)						

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Manufacturer's Authorization Form

[The Tenderer shall fill in and complete all the blank spaces in the Manufacturer's Authorization form in accordance with the instructions indicated here] [This letter of authorization should be on the letterhead of the Manufacturer and should be signed by a person with the proper authority to sign documents that are binding on the Manufacturer. The Tenderer in its Tender shall include it, if so, indicated in the TDS.]

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

Request for Tender No: **[insert Tender No]**

To: **[insert complete name of Procuring Entity]**

WHEREAS: -

We *[insert complete name of Manufacturer]*, who are official manufacturers of *[insert type of goods manufactured]*, having factories at *[insert full address of Manufacturer's factories]*, do hereby authorize *[insert complete name of Tenderer]* to submit a Tender in relation to the Request for Tenders indicated above, the purpose of which is to provide the following Goods, manufactured by us *[insert name and or brief description of the Goods]*, and to subsequently negotiate and sign the Contract.

We hereby extend our full guarantee and warranty in accordance with Clause 27 of the General Conditions of Contract, with respect to the Goods offered by the above firm in reply to this Request for Tender.

_____ **[insert complete name of person]**

_____ **[insert legal capacity of person]**

Signed _____ *[insert signature of person name and capacity are shown]*

Duly authorized to sign the authorization for and on behalf

of _____ *[insert complete name of Manufacturer]*

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

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Current Contract Commitments / Works in Progress

Tenderers and each partner to a JV should provide information on their current commitments on all contracts that have been awarded, or for which a letter of intent or acceptance has been received, or for contracts approaching completion, but for which an unqualified, full completion certificate has yet to be issued.

Name of Contract	Procuring Entity (Address , Tel)	Initial Contract/Project Value	Value of Outstanding Work	Estimated Completion Date
1.				
2.				
3.				
4.				
5.				

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SUBMISSION CHECKLIST

No.	Document	Submitted: Yes or No
1	Company Profile	
2	Original & Valid Tax compliance certificate	
3	Certified Copy of Valid trading license	
4	ENPF Compliance Certificate	
5	Certified copy of Certificate of Incorporation	
6	Certified Copy of Form J & Form C	
7	Copy of Valid Labour Compliance Certificate	
8	Police clearance for directors listed in Form J	
9	Copies of National IDs of Company Directors	
10	Letter of Good Standing with the Bank	
11	Financial Proposal (FORM-F1)	
12	Tender Submission Form (FORM-F2)	
13	Declaration Of Eligibility (FORM-F3)	
14	Similar assignments in the last 5 years (FORM-F4)	
15	Current Contract Commitments / Works in Progress (FORM-F8)	
16	Three reference letters for similar projects	
17	CIC Registration	

NB: All the documents listed above must be submitted in the listed order.

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Annexure 4: 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	The Purchaser is: National Agricultural Marketing Board (NAMBoard)
GCC 1.1	The Delivery Site is: NAMBoard Ncabeni and Lomahasha Market
GCC 12.1	The delivery term shall be DDP – NAMBoard Ncabeni and Lomahasha Market and shall be governed by the rules prescribed in the 2010 edition of Incoterms.
GCC 5.1	The language shall be: English
GCC 8.1	For notices , the Purchaser's address shall be: Attention: Chief Executive Officer, NAMBoard P.O. Box 4261 Area: Matsapha Region: Manzini Country: Eswatini Telephone: 25055314 Email: info@nambaord.co.sz For notices, the Supplier's address shall be: (To be filled at the time of award)
GCC 9.1	The governing law shall be the Laws of the Kingdom of Eswatini
GCC 10.2	The formal mechanism for the resolution of disputes shall be as follows: (a). For contracts entered into with Foreign Suppliers: In case of a dispute between the Purchaser and the supplier, the dispute shall be settled by arbitration in accordance with the provisions of the United Nations Commission on International Trade Law (UNCITRAL) arbitration Rules. (b). For contracts entered into with suppliers from Eswatini In the case of a dispute between the Purchaser and a Supplier from Eswatini, the dispute shall be referred to adjudication or arbitration in accordance with the Laws of Eswatini.
GCC 11.1	The scope of supply for the Goods and Related Services to be supplied shall be as specified in: The Schedule of Requirements

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GCC 12.1**Delivery and Documents****For Goods supplied from abroad:**

Upon shipment, the Supplier shall notify the Purchaser and the Insurance Company by cable or email the full details of the shipment, including Contract number, description of Goods, quantity, the vessel, the bill of lading number and date, port of loading, date of shipment, port of discharge, etc. The above documents shall be received by the Purchaser before arrival of the Goods and, if not received, the Supplier will be responsible for any consequent expenses.

- (i) copies of the Supplier's invoice showing Goods' description, quantity, unit price, and total amount;
- (ii) delivery note;
- (iii) copies of the packing list identifying contents of each package;
- (iv) insurance certificate;
- (v) Manufacturer's or Supplier's warranty certificate;
- (vi) inspection certificate, issued by the nominated inspection agency, and the Supplier's factory inspection report; and
- (vii) certificate of origin.

For Goods from within the Purchaser's country:

Upon delivery of the Goods to the transporter, the Supplier shall notify the Purchaser and mail the following documents to the Purchaser:

- (i) copies of the Supplier's invoice showing Goods' description, quantity, unit price, and total amount;
- (ii) delivery note, railway receipt, or truck receipt;
- (iii) Manufacturer's or Supplier's warranty certificate;
- (iv) inspection certificate issued by the nominated inspection agency, and the Supplier's factory inspection report; and
- (v) certificate of origin.

The above documents shall be received by the Purchaser before arrival of the Goods and, if not received, the Supplier will be responsible for any consequent expenses.

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GCC 14.2	The prices charged for the Goods delivered and the related Services performed Shall Not be adjustable.
GCC 15.1	The method and conditions of payment to be made to the Supplier under this Contract shall be as follows: Payment of 100% of the contract sum shall be made within 30 days of completion and acceptance.
GCC 15.5	In the event that the Purchaser fails to make any payment to the Supplier within 30 days after its respective due date, the Purchaser shall pay to the Supplier interest at the annual rate: 2 %
GCC 17.1	The amount of performance security, as a percentage of the Contract Price, shall be: 10% of the contract sum
GCC 17.4	After delivery and acceptance of the Goods, the performance security shall be reduced to two (2) percent of the Contract Price to cover the Supplier's warranty obligations in accordance with Clause GCC 27.3. The Performance Security shall be valid until the end of warranty period.
GCC 22.2	The packing, marking and documentation within and outside the packages shall be: To be decided at the time of award
GCC 23.1	Insurance It is in principle the Supplier's entire responsibility to ensure that the goods are duly received by the Purchaser under DDP, and therefore it is the Supplier's prerogative to decide whether to insure or not. Under this contract, however, the Supplier is required to arrange for an insurance policy for All Risk covering 110% of the DDP price, addressed to both the Supplier and the Purchaser.
GCC 26.1	The liquidated damage shall be: 0.05% per week
GCC 26.1	The maximum number of liquidated damages shall be: 10%
GCC 27.3	The period of validity of the Warranty shall be: 24 months For purposes of the Warranty, the place of final destination shall be: NAMBoard Ncabeni
GCC 27.5	The period for repair or replacement shall be: Seven (7) days

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