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Date: *[insert date (as day, month and year)]*  
Tender No.: *[insert number of Tendering process]*  
Alternative No.: *[insert identification No if this is a Tender for an alternative]*

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

We, the undersigned, declare that:

We understand that, according to your conditions, Tenders must be supported by a Tender-Securing Declaration.

We accept that we will automatically be suspended from being eligible for Tendering in any contract with Government for the period of time of *[insert number of months or years]* starting on *[insert date]*, if we are in breach of our obligation(s) under the Tender conditions, because we:

- (a) have withdrawn our Tender during the period of Tender validity specified in the Letter of Tender; or
- (b) having been notified of the acceptance of our Tender by the Procuring Entity during the period of Tender validity, (i) fail or refuse to execute the Contract, if required, or (ii) fail or refuse to furnish the Performance Security, in accordance with the ITT.

We understand this Tender-Securing Declaration shall expire if we are not the successful Tenderer, upon the earlier of (i) our receipt of your notification to us of the name of the successful Tenderer; or (ii) twenty-eight days after the expiration of our Tender.

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

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

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

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

Dated on \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ *[insert date of signing]*

Corporate Seal (where appropriate)

*[Note: In case of a Joint Venture, the Tender-Securing Declaration must be in the name of all partners to the Joint Venture that submits the Tender.]*

## SECTION EIGHT:

## GENERAL CONDITIONS OF CONTRACT

### 1. DEFINITIONS

1.1 In this Contract, the following terms shall be interpreted as indicated:

- a) "The Contract" means the agreement entered into between the Procuring Entity and the Supplier, as signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
- b) "The Contract Price" means the price payable to the Supplier under the Contract for the full and proper performance of its contractual obligations.
- c) "The Goods" means all of the equipment, machinery, and/or other materials which the Supplier is required to supply to the Procuring Entity under the Contract.
- d) "The Services" means those services ancillary to the supply of the Works, such as transportation and insurance, and any other incidental services, such as installation, commissioning, provision of technical assistance, training, and other such obligations of the Supplier covered under the Contract.
- e) "The Procuring Entity" means the Piggs Peak Hotel and Casino, an organization purchasing the Works.
- f) "The Supplier" means the individual or firm supplying the Works and Services under this Contract.

### 2. APPLICATION

2.1 These Contract Terms and Conditions shall apply to the extent that they are not superseded by provisions of other parts of the Contract.

### 3. STANDARDS

3.1 The Works 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 Works' country of origin. Such standards shall be the latest issued by the concerned institution.

### 4. USE OF CONTRACT DOCUMENTS AND INFORMATION

4.1 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

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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.

4.2 The Supplier shall not, without the Procuring Entity's prior written consent, make use of any document or information enumerated in Clause 4.1 except for purposes of performing the Contract.

4.3 Any document, other than the Contract itself, enumerated in Clause 4.1 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.

## 5. PATENT RIGHTS

5.1 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 Works or any part thereof.

## 6. PACKING

6.1 The Supplier shall provide such packing of the Works 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 Works' final destination and the absence of heavy handling facilities at all points in transit.

6.2 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.

## 7. DELIVERY AND DOCUMENTS

7.1 Delivery of the Works shall be made by the Supplier in accordance with the terms specified in the Schedule of Requirements. The details of shipping and/or other

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documents to be furnished by the Supplier shall be specified in the Contract.

7.2 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.

## 8. INSURANCE

8.1 The Works 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.

## 9. TRANSPORTATION

9.1 Where the Supplier is required under the Contract to deliver the Goods FCA, transport of the Works 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. 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 Swaziland, 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.

9.2 Where the Supplier is required under the Contract to transport the Goods to a specified place of destination within Swaziland, defined as the Project Site, transport to such place of destination in Swaziland, 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. WARRANTY

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

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that may develop under normal use of the supplied Goods in the conditions prevailing in Swaziland.

- 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.
- 10.3 The Procuring Entity shall promptly notify the Supplier in writing of any claims arising under this warranty.
- 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.
- 10.5 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.

## 11. PAYMENT

- 11.1 The method and conditions of payment to be made to the Supplier under this Contract shall be specified in the Contract document.
- 11.2 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.
- 11.3 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.

## 12. PRICES

- 12.1 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.
- 12.2 All such prices shall be valid and fixed for a period of one (01) year

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13. DELAYS IN THE SUPPLIER'S PERFORMANCE
- 13.1 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.
- 13.2 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.
- 13.3 Except as provided under Clause 24, 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 18, unless an extension of time is agreed upon pursuant to Clause 13.2 without the application of liquidated damages.
14. TERMINATION FOR DEFAULT
- 14.1 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:
- a) 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 17; or
  - b) if the Supplier fails to perform any other obligation(s) under the Contract.
- 14.2 19.2 In the event the Procuring Entity terminates the Contract in whole or in part, pursuant to Clause 18.1, 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.

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## 15. FORCE MAJEURE

- 15.1 Notwithstanding the provisions of Clauses 17, 18 and 19, the Supplier shall not be liable for liquidated damages or termination for default if and to the extent that its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.
- 15.2 For purposes of this clause, "Force Majeure" means an event beyond the control of the Supplier and not involving the Supplier's fault or negligence and not foreseeable. Such events may include, but are not restricted to, acts of the Procuring Entity in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes.
- 15.3 If a Force Majeure situation arises, the Supplier shall promptly notify the Procuring Entity in writing of such condition and the cause thereof. Unless otherwise directed by the Procuring Entity in writing, the Supplier shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

## 16. APPLICABLE LAW

The Contract shall be interpreted in accordance with the laws and regulations in effect in The Kingdom of Swaziland.

## 17. TAXES AND DUTIES

The Supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies incurred or imposed until delivery of the contracted Goods to the Procuring Entity.

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## Section VIII. Special Conditions of Contract

<b>A. General</b>	
<b>Procuring Entity</b>	The Procuring Entity is THE PIGGS PEAK HOTEL, PO BOX 835 PIGGS PEAK, REPRESENTED BY MR. LEONARD SHONGWE.
<b>Completion date</b>	The Intended Completion Date for the whole of the Works shall be 30 OCTOBER 2023
<b>Project Manager</b>	The Project Manager is MAINTENANCE SUPERVISOR SHALL BE THE PROJECT MANAGER.
<b>Site</b>	The Site is located at PIGGS PEAK and is defined in drawings No. 01
<b>Start date</b>	The Start Date shall be 15 OCTOBER 2023
<b>Tender Name</b>	The Works consist of GLASS REPLACEMENT AND GUTTER RECONDITIONING.
<b>Components</b>	Sectional Completions are:NONE
<b>Documents</b>	The following documents also form part of the Contract: TECHNICAL DRAWINGS AND BOQ
<b>Language</b>	The language of the contract is ENGLISH LANGUAGE  The law that applies to the Contract is the law of THE KINGDOM OF ESWATINI
<b>Delegation</b>	The Project manager MAY delegate any of his duties and responsibilities.
<b>Schedule</b>	Schedule of other contractors: NONE
<b>Insurance</b>	The minimum insurance amounts and deductibles shall be:  (a) for loss or damage to the Works, Plant and Materials: NONE.  (b) For loss or damage to Equipment: NONE.  (c) for loss or damage to property (except the Works, Plant, Materials, and Equipment) in connection with Contract NONE.  (d) for personal injury or death:

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	(i) of the Contractor's employees: NONE. (ii) of other people: NONE.
<b>Site Data</b>	Site Data are: NONE
<b>Site Possession</b>	The Site Possession Date(s) shall be: PIGGS PEAK HOTEL, 15 OCTOBER 2023.
<b>B. Time Control</b>	
<b>Program</b>	The Contractor shall submit for approval a Program for the Works within [02] days from the date of the Letter of Acceptance.
<b>Program submission</b>	The period between Program updates is [04] days. The amount to be withheld for late submission of an updated Program is E500.00 PER DAY.
<b>C. Quality Control</b>	
<b>Defects Liability</b>	The Defects Liability Period is: 12 MONTHS.
<b>D. Cost Control</b>	
<b>Currency</b>	The currency of the Procuring Entity's country is: SZL EMALANGENI.
<b>Retention</b>	The proportion of payments retained is: 5 %

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