













































24.1 The Employer may terminate this Contract, by not less than thirty (30) days' written notice of termination to the Service Provider, to be given after the occurrence of any of the following events:

- a) if the Service Provider does not remedy a failure in the performance of its obligations under the Contract, within thirty (30) days after being notified or within any further period as the Employer may have subsequently approved in writing;
- b) if the Service Provider become insolvent or bankrupt; SBD Competitive Tendering for Services 32
- c) if, as the result of Force Majeure, the Service Provider is unable to perform a material portion of the Services for a period of not less than sixty (30) days; or
- d) if the Service Provider, in the judgment of the Employer has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.

24.2 The Employer, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the Service Provider, may terminate this Contract in whole or in part.

24.3 In the event the Employer terminates the Contract in whole or in part, pursuant to GCC Clause 24.2, the Employer may procure, upon such terms and in such manner as it deems appropriate Services similar to those undelivered, and the Service Provider shall be liable to the Employer for any excess costs for such similar Services. However, the Service Provider shall continue performance of the Contract to the extent not terminated.

## **25 TERMINATION FOR INSOLVENCY**

25.1 The Employer may at any time terminate the Contract by giving written notice to the Service Provider if the Service Provider becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the Service Provider, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the Employer.

## **26 TERMINATION FOR CONVENIENCE**

26.1 The Employer, by written notice sent to the Service Provider, may terminate the Contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for the Employer's convenience, the extent to which performance of the Service Provider under the Contract is terminated, and the date upon which such termination becomes effective.

## **27 RESOLUTION OF DISPUTES**

27.1 The Employer and the Service Provider shall make every effort to resolve amicably by direct informal negotiation any disagreement, dispute, or claim arising out of or in connection with the Contract or the breach, termination, or validity thereof.

27.2 If, after thirty (30) days from the commencement of such informal negotiations, the Employer and the Service Provider have failed to negotiate such an amicable settlement, any dispute, controversy, or claim arising out of or in connection with this



Contract, or the breach, termination, or validity thereof, either party may require that the dispute be referred for resolution by final and binding arbitration in accordance with the UNCITRAL Arbitration Rules presently in force.

27.3 The arbitrators shall determine the matters in dispute in accordance with the laws in effect in Swaziland.

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

## **28 NOTICES**

28.1 Any notice, request, or consent made pursuant to this Contract shall be in writing and shall be deemed to have been made when delivered in person to an authorized representative of the Party to whom the communication is addressed, or when sent by registered mail, telex, telegram, facsimile or electronic mail to such Party at the address specified in the SCC.

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



## **SPECIAL CONDITIONS OF CONTRACT**

The following Special Conditions of Contract shall supplement the General Conditions of Contract. Whenever there is a conflict, the provisions herein shall prevail over those in the General Conditions of Contract. The corresponding clause number of the GCC is indicated in parentheses.

### **Definitions (GCC Clause 1)**

- GCC 1.1 (e)—The Employer is: The Small Enterprises Development Company
- GCC 1.1 (f)—The Service Provider is: [*This will be completed after award*]

### **Inspections and Tests (GCC Clause 10)**

GCC 10 .1—Inspection will take place at place or places of service delivery.

### **Delivery and Documents (GCC Clause 11)**

Delivery of services shall be in accordance with the specifications and at the locations indicated in the tender bill of quantities. Emergency services shall be delivered in accordance with requirements of the employer as it may be required.

The Service Provider will provide the following documents for payment for each delivery:- An invoice in two copies accompanied by a certificate of services carried out which must be signed by the officer at the location where the services were carried out. For emergency services the certificate and the invoice will provide details of distance travelled, actual time spent on the repair and accommodation where appropriate. Any spare parts will also be detailed and costed.

### **Insurance (GCC Clause 12)**

No additional requirements

### **Payment (GCC Clause 14)**

GCC 14.1—the method and conditions of payment to be made to the Service Provider under this Contract shall be as follows: Payment shall be made within 30 days on completion of delivery upon submission of a tax invoice to the employer's headquarters.

### **Notices (GCC Clause 29)**

GCC 29.1—Employer's address for notice purposes:

**The Small Enterprises Development Company  
Government Stores Road, Industrial Site  
P.O. Box A186  
Mbabane  
Swaziland**



Tel: 2404 2811/2

Email: [business@sedco.co.sz](mailto:business@sedco.co.sz)

Service Provider's address for notice purposes:

*[Will be completed when contract awarded]*





## DECLARATION OF ELIGIBILITY

*All Tenderers must meet the following criteria, to be eligible to participate in public procurement.*

***Tenderers must provide a signed declaration on their company letterhead in the following format. If the tender is being presented by a joint venture or consortium all members must sign the declaration.***

Dear Sirs

Re Tender Reference .....

In accordance with the eligibility requirements of the Procurement Regulations and the 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 further declare that 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 declare that we have fulfilled our obligations to pay taxes and social security contributions;
- d) We have not, and our directors or officers have not, been convicted of any criminal offence related to our/their professional conduct or the making of false statements or misrepresentations as to their qualifications to enter into a contract within a period of five years preceding the commencement of the procurement proceedings; and
- e) We do not have a conflict of interest in relation to the procurement requirement.

Signed ..... Date.....



## MANUFACTURER'S AUTHORIZATION FORM

[>>insert date>>>].

See Clause 4 of the "Instructions to Tenderers" and the corresponding section in the Tender Data Sheet for further instruction.

To: The Small Enterprises Development Company;

WHEREAS [>>name of the Manufacturer>>] who are established and reputable manufacturers of [>>name and/or description of the goods>>] having factories at [>>address of factory>>] do hereby authorize [>>name and address of Agent>>] to submit a Tender, and subsequently negotiate and sign the Contract with you against Tender ref. [>>reference number of the Tender>>] for the above goods manufactured by us. We hereby extend our full guarantee and warranty as per Clause 14 of the General Conditions of Contract for the goods offered for supply by the above firm against this Invitation for Tenders.

.....  
(Date)

.....  
(Authorised Signature for and on behalf of Manufacturer)

*[Note: This letter of authority should be on the letterhead of the Manufacturer and should be signed by a person having the authority to bind the Manufacturer. It should be included by the Tenderer in its Tender. If the organization is also authorized to execute the manufacturer's warranty and maintenance plans, then this MUST also be stated.] [As with the following two documents, the Procuring Entity shall before issue of the "Invitation to Tender" document adjust this page. The red text shall be deleted, while the key technical specifications shall be inserted.]*



## ANNEXES

### Annex A

Tenderers must provide with their tender the following information on the relevant staff they propose to use for the service contract by completing this form and attaching copies of identity documents.

This form should always be completed when there are changes in staff

No	Name	Proposed Duty Station	Nationality	Personal Identity Number

The Employer reserves the right to verify any information provided by the Tenderer and may conduct a security check if needed.

