

Eswatini Agriculture Development Fund

National Competitive Bidding

for

SUPPLY AND DELIVERY OF MOTOR VEHICLES

BID ISSUANCE: 15 January 2024

BID CLOSING: 14 February 2024

BID OPENING: 14 February 2024

Disclaimer

This tender document and the information contained therein is provided "as is" and the Eswatini Public Procurement Regulatory Agency (ESPPRA) makes no express or implied representations or warranties with regard thereto. Portions of the information may be incorrect or not current. Any person or entity that relies on any information obtained from this tender document does so at own risk. The ESPPRA expressly disclaims all implied warranties, including, without limitation, warranties of merchantability, title, suitability to task, non-infringement, compatibility, security, and accuracy. The ESPPRA furthermore disclaims any warranty towards the accuracy, correctness, reliability, and timeliness of the publishing of content. Furthermore, no warranty, expressed or implied, is given this tender document is free of viruses, trojans, bombs, time-locks or any other data or code which have the ability to corrupt or affect the operation of any computer system it is used on. The ESPPRA cannot accept any responsibility for any loss, disruption, or damage to any of your data or computer system which may occur whilst using this tender document.



SECTION 1: INVITATION TO TENDER

SUPPLY AND DELIVERY OF MOTOR VEHICLES TENDER FOR EADF __02__ of 2023/2024

The Eswatini Agriculture Development Fund (EADF) is established in terms of Section 41 of the Public Finance Management Act (PFMA) of 2017, which provides for the establishment of special purpose funds in the country. The overall purpose of the EADF is to transform the agriculture sector in Eswatini by providing catalytic incentives and investments to stimulate growth in farming and active private sector participation in agricultural value chains. The EADF intends to apply part of its budget for a contract to Supply and Deliver Motor Vehicles as follows:

Lot No.	QTY	Description
A	1	Sedan, four doors , 1.5 Litre engine capacity
B	1	Van Double Cab, 3.0 Litre engine capacity
C	4	Van Double Cab , 1.9 Litre engine capacity

1. The EADF invites sealed Tenders from eligible suppliers for the **Supply and Delivery of Motor Vehicles**. Tendering will be conducted through **National Competitive Bidding** procedures specified in the Eswatini Public Procurement Act 7, 2011 and policies laid down by the Eswatini Public Procurement Regulatory Agency (ESPPRA), No. 324 of 2020.
2. Tenders must be hand delivered to the address below at or before 14:00 hours SAST, on the 14th February 2024. Tenders shall be valid for a period of 120 days after the deadline of Tender submission. All Tenders must be accompanied by a Tender Bond of Eighty Eight Thousand Emalangeneni (E88,000) from a Commercial Bank or Insurer. Late Tenders will be rejected.
3. The Tenderer should ensure signed and completed proposals are to be accompanied by the following documents:
 - Original and Valid Tax Compliance Certificate
 - A copy of Valid Trading Licence
 - Company Profile
 - A copy of Form J endorsed by Register of Companies
 - A copy of Valid Labour Compliance Certificate
 - Eswatini National Provident Fund (ENPF) Compliance Certificate.
 - Latest Audited Financial Statements / Proof of solvency
 - Deposit slip of Tender Purchase (E1,000)
 - Police Clearance Certificates for Director's Listed in Form J
 - A copy of Form C
 - Certified Copies of National IDs of Company's Directors
 - A manufacturer's warranty and written confirmation that the vehicle will be serviceable by local dealer
 - Tender Bond of E88 000.00
 - A fully signed document providing Power of Attorney (as attached)
 - At least 3 Relevant positive references
 - A fully signed Declaration of Eligibility (as attached)

Disclaimer

This tender document and the information contained therein is provided "as is" and the Eswatini Public Procurement Regulatory Agency (ESPPRA) makes no express or implied representations or warranties with regard thereto. Portions of the information may be incorrect or not current. Any person or entity that relies on any information obtained from this tender document does so at own risk. The ESPPRA expressly disclaims all implied warranties, including, without limitation, warranties of merchantability, title, suitability to task, non-infringement, compatibility, security, and accuracy. The ESPPRA furthermore disclaims any warranty towards the accuracy, correctness, reliability, and timeliness of the publishing of content. Furthermore, no warranty, expressed or implied, is given this tender document is free of viruses, trojans, bombs, time-locks or any other data or code which have the ability to corrupt or affect the operation of any computer system it is used on. The ESPPRA cannot accept any responsibility for any loss, disruption, or damage to any of your data or computer system which may occur whilst using this tender document.



SECTION I. INSTRUCTIONS TO TENDERERS

Payments for the tender fee can be in cash or deposited into the EADF BANK ACCOUNT listed in the table below. Documents should be submitted with proof of payment of **E1,000.00** tender fee. The payment REFERENCE should be **EADF02 of 2023/2024**.

Name	Bank	Account Number	Branch Code	Branch
Eswatini Agriculture Development Fund	Eswatini Bank	77402180229	770000	Mbabane

Tenders will be opened in the presence of the Tenderers' representatives who choose to attend the tender opening at the Conference Room of the Ministry of Agriculture Headquarters , Mbabane, immediately after the closing time. The Tender Document can be accessed through the ESPPRA website (www.easppra.co.sz).

Location of Bid Submission:

Eswatini Agriculture Development Fund
Ministry of Agriculture Headquarters
Government Enclave, Opposite Mbabane Fire Station
Mbabane, Eswatini

All public officers and politicians shall not participate as tenderers in public procurement as outlined in Section 60 of the Procurement Act of 2011.

CONFIDENTIALITY

No part of this document may be disclosed verbally or in writing, including by reproduction, to any third party without the prior written consent of Eswatini Agriculture Development Fund. This document, its associated appendices and any attachments remain the property of the Fund and shall be returned upon request

Disclaimer

This tender document and the information contained therein is provided "as is" and the Eswatini Public Procurement Regulatory Agency (ESPPRA) makes no express or implied representations or warranties with regard thereto. Portions of the information may be incorrect or not current. Any person or entity that relies on any information obtained from this tender document does so at own risk. The ESPPRA expressly disclaims all implied warranties, including, without limitation, warranties of merchantability, title, suitability to task, non-infringement, compatibility, security, and accuracy. The ESPPRA furthermore disclaims any warranty towards the accuracy, correctness, reliability, and timeliness of the publishing of content. Furthermore, no warranty, expressed or implied, is given this tender document is free of viruses, trojans, bombs, time-locks or any other data or code which have the ability to corrupt or affect the operation of any computer system it is used on. The ESPPRA cannot accept any responsibility for any loss, disruption, or damage to any of your data or computer system which may occur whilst using this tender document.



SECTION I. INSTRUCTIONS TO TENDERERS

Table of Contents

PART 1 – Tendering Procedures	5
Section I. Instructions to Tenderers	6
Section I. Instructions to Tenderers	8
Section II. Tender Data Sheet.....	23
Section III. Evaluation and Qualification Criteria	27
Section IV. Tender Forms.....	29
PART 2 – Supply Requirements	38
Section V. Schedule of Requirements	39
PART 3 - Contract.....	46
Section VI. General Conditions of Contract.....	46
Section VII. Special Conditions of Contract	62
Section VIII. Contract Forms	65

Disclaimer

This tender document and the information contained therein is provided "as is" and the Eswatini Public Procurement Regulatory Agency (ESPPRA) makes no express or implied representations or warranties with regard thereto. Portions of the information may be incorrect or not current. Any person or entity that relies on any information obtained from this tender document does so at own risk. The ESPPRA expressly disclaims all implied warranties, including, without limitation, warranties of merchantability, title, suitability to task, non-infringement, compatibility, security, and accuracy. The ESPPRA furthermore disclaims any warranty towards the accuracy, correctness, reliability, and timeliness of the publishing of content. Furthermore, no warranty, expressed or implied, is given this tender document is free of viruses, trojans, bombs, time-locks or any other data or code which have the ability to corrupt or affect the operation of any computer system it is used on. The ESPPRA cannot accept any responsibility for any loss, disruption, or damage to any of your data or computer system which may occur whilst using this tender document.



PART 1 – Tendering Procedures

Disclaimer

This tender document and the information contained therein is provided "as is" and the Eswatini Public Procurement Regulatory Agency (ESPPRA) makes no express or implied representations or warranties with regard thereto. Portions of the information may be incorrect or not current. Any person or entity that relies on any information obtained from this tender document does so at own risk. The ESPPRA expressly disclaims all implied warranties, including, without limitation, warranties of merchantability, title, suitability to task, non-infringement, compatibility, security, and accuracy. The ESPPRA furthermore disclaims any warranty towards the accuracy, correctness, reliability, and timeliness of the publishing of content. Furthermore, no warranty, expressed or implied, is given this tender document is free of viruses, trojans, bombs, time-locks or any other data or code which have the ability to corrupt or affect the operation of any computer system it is used on. The ESPPRA cannot accept any responsibility for any loss, disruption, or damage to any of your data or computer system which may occur whilst using this tender document.



Section I. Instructions to Tenderers

Table of Clauses

A. General Scope of Tender 8

Source of Funds 8

Corrupt Practices..... 8

Eligible Tenderers 9

Eligible Goods and Related Services 10

B. Contents of Tender Document 11

Sections of Tender Document..... 11

Clarification of Tender Documents 11

Amendment of Tender Documents..... 11

C. Preparation of Tenders..... 12

Cost of Tendering 12

Language of Tender 12

Documents Comprising the Tender 12

Tender Submission Sheet and Price Schedules 12

Alternative Tenders..... 12

Tender Prices and Discounts..... 13

Currencies of Tender..... 14

Documents Establishing the Eligibility of the Tenderer 14

Documents Establishing the Eligibility of the Goods and Related Services 14

Documents Establishing the Conformity of the Goods and Related Services..... 14

Documents Establishing the Qualifications of the Tenderer 15

Period of Validity of Tenders 15

Tender Security 15

Format and Signing of Tender 16

D. Submission and Opening of Tenders..... 16

Disclaimer

This tender document and the information contained therein is provided "as is" and the Eswatini Public Procurement Regulatory Agency (ESPPRA) makes no express or implied representations or warranties with regard thereto. Portions of the information may be incorrect or not current. Any person or entity that relies on any information obtained from this tender document does so at own risk. The ESPPRA expressly disclaims all implied warranties, including, without limitation, warranties of merchantability, title, suitability to task, non-infringement, compatibility, security, and accuracy. The ESPPRA furthermore disclaims any warranty towards the accuracy, correctness, reliability, and timeliness of the publishing of content. Furthermore, no warranty, expressed or implied, is given this tender document is free of viruses, trojans, bombs, time-locks or any other data or code which have the ability to corrupt or affect the operation of any computer system it is used on. The ESPPRA cannot accept any responsibility for any loss, disruption, or damage to any of your data or computer system which may occur whilst using this tender document.



Sealing and Marking of Tenders.....	16
Deadline for Submission of Tenders.....	17
Late Tenders.....	17
Withdrawal, Substitution, and Modification of Tenders	17
Tender Opening	18
E. Evaluation and Comparison of Tenders	18
Confidentiality	18
Clarification of Tenders	18
Responsiveness of Tenders	19
Non-conformities, Errors, and Omissions	19
Preliminary Examination of Tenders	20
Examination of Terms and Conditions; Technical Evaluation	20
Conversion to Single Currency.....	20
Domestic Preference	20
Evaluation of Tenders	20
Comparison of Tenders.....	21
Post qualification of the Tenderer	21
Purchaser’s Right to Accept Any Tender, and to Reject Any or All Tenders	21
F. Award of Contract	22
Award Criteria	22
Purchaser’s Right to Vary Quantities at Time of Award	22
Notification of Award	22
Signing of Contract	22
Performance Security.....	22
Protests or Claims	23
Intention to Award	23

Disclaimer

This tender document and the information contained therein is provided "as is" and the Eswatini Public Procurement Regulatory Agency (ESPPRA) makes no express or implied representations or warranties with regard thereto. Portions of the information may be incorrect or not current. Any person or entity that relies on any information obtained from this tender document does so at own risk. The ESPPRA expressly disclaims all implied warranties, including, without limitation, warranties of merchantability, title, suitability to task, non-infringement, compatibility, security, and accuracy. The ESPPRA furthermore disclaims any warranty towards the accuracy, correctness, reliability, and timeliness of the publishing of content. Furthermore, no warranty, expressed or implied, is given this tender document is free of viruses, trojans, bombs, time-locks or any other data or code which have the ability to corrupt or affect the operation of any computer system it is used on. The ESPPRA cannot accept any responsibility for any loss, disruption, or damage to any of your data or computer system which may occur whilst using this tender document.



Section I. Instructions to Tenderers

A. General Scope of Tender:

1.1 In support of the Invitation To Tenders (ITT) indicated in the Tender Data Sheet (TDS), the Purchaser, as indicated in the TDS, issues these Tender Documents for the supply of Goods and Related Services incidental thereto as specified in Section VI, Schedule of Requirements. The name, identification, and number of lots of the National Competitive Bidding are provided in the TDS.

1.2 Throughout these Tender Documents:

- (a) the term “in writing” means communicated in written form with proof of receipt;
- (b) if the context so requires, singular means plural and vice versa; and
- (c) “day” means calendar day.

Source of Funds:

2.1 Procurement Entity (hereinafter called “Purchaser”) named in the Tender Data Sheet shall fund this procurement from part of its budgetary allocation toward the realization of the project named in the TDS.

2.2 Payments will be made only at the request of the Purchaser and upon approval by a designated official of the Eswatini Agriculture Development Fund of the Government of Eswatini in accordance with the terms and conditions of the contract agreement between the Purchaser and the Supplier (hereinafter called the Contract Agreement), and will be subject in all respects to the Eswatini Procurement of the Government of Eswatini. No party other than the Supplier shall derive any rights from the Contract Agreement or have any claim to the funds.

Corrupt Practices:

3.1 The EADF requires that all Tenderers, Suppliers, Contractors and Consultants participating in contracts financed from the funds of EADF, adhere to the highest ethical standards, both during the tendering process and throughout the execution of such contracts. The list of definitions set forth below involves the most common types of corrupt practices but is not exhaustive. For this reason, the Eswatini Public Procurement Regulatory Agency (ESPPRA) will also consider claims of similar nature involving alleged acts of corruption, in accordance with the established procedure.

- a) “Bribery” means the act of unduly offering, giving, receiving or soliciting anything of value to influence the process of procuring goods or services, selecting consultants, or executing contracts.
- b) “Extortion” or “Coercion” means the act attempting to influence the process of procuring goods or services, selecting consultants, or executing contracts by means of threats of injury to person, property or reputation.
- c) “Fraud” means the misrepresentation of information or facts for the purpose of influencing the process of procuring goods or services, selecting consultants, or executing contracts, to the detriment of the Procurement Entity/Purchaser or other participants.
- d) “Collusion” is an agreement between tenderers designed to result in tenders at artificial prices that are not competitive.

Disclaimer

This tender document and the information contained therein is provided “as is” and the Eswatini Public Procurement Regulatory Agency (ESPPRA) makes no express or implied representations or warranties with regard thereto. Portions of the information may be incorrect or not current. Any person or entity that relies on any information obtained from this tender document does so at own risk. The ESPPRA expressly disclaims all implied warranties, including, without limitation, warranties of merchantability, title, suitability to task, non-infringement, compatibility, security, and accuracy. The ESPPRA furthermore disclaims any warranty towards the accuracy, correctness, reliability, and timeliness of the publishing of content. Furthermore, no warranty, expressed or implied, is given this tender document is free of viruses, trojans, bombs, time-locks or any other data or code which have the ability to corrupt or affect the operation of any computer system it is used on. The ESPPRA cannot accept any responsibility for any loss, disruption, or damage to any of your data or computer system which may occur whilst using this tender document.



3.2 If, in accordance with the administrative procedures of ESPPRA, it is demonstrated that a government/public official, or anyone acting on his or her behalf, and/or a Tenderer in a procurement process or supplier/contractor during the execution of the contract carried out in connection with a project financed from funds of EADF under the Government of Eswatini has committed in corrupt practices, the ESPPRA or the appropriate Tender Review Board will:

- a) reject a proposal to award a contract in connection with the respective procurement process; and/or
- b) declare a firm and/or its personnel directly involved in corrupt practices, temporarily or permanently ineligible to be awarded future contracts financed from the public funds of the Government of Eswatini

3.3 The Tenderer shall 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 tendering process or execution of the contract. The information disclosed must include the name and address of the agent, representative, or commission agent, the amount and currency, and the purpose of the commission or fee. The information must be included in the Tender Submission Sheet. Furthermore, Tenderers shall be aware of the provision stated in Sub-Clause 3.2 and Sub-Clause 3.1 (c) of the General Conditions of Contract.

3.4 Any communication between the Tenderer and the Purchaser related to matters of alleged fraud or corruption must be made in writing.

Eligible Tenderers:

4.1 A Tenderer may be a private, public or government-owned legal entity, subject to ITT Sub-Clause 4.4, or any combination of them with a formal intent to enter into an agreement or under an existing agreement in the form of a Joint Venture (JV). In the case of a JV:

- a) all parties to the JV shall be jointly and severally liable; and
- b) A JV shall nominate a Representative who shall have the authority to conduct all businesses for and on behalf of any and all the parties of the JV during the Tendering process and, in the event the JV is awarded the Contract, during contract execution.

4.2 A Tenderer shall be deemed to have the nationality of a country if the Tenderer is a citizen or is constituted, incorporated, or registered and operates in conformity with the provisions of the laws of that country. This criterion shall also apply to the determination of the nationality of proposed subcontractors or suppliers for any part of the Contract including related services.

4.3 A Tenderer shall not have a conflict of interest. All Tenderers found to have conflict of interest shall be disqualified. Tenderers may be considered to have a conflict of interest with one or more parties in this Tendering process, if they:

- a. have controlling shareholders in common; or
- b. receive or have received any direct or indirect subsidy from any of them; or
- c. have the same legal representative for purposes of this tender; or
- d. Participated as a consultant in the preparation of the design or technical specifications of the goods and related services that are the subject of the tender.

Disclaimer

This tender document and the information contained therein is provided "as is" and the Eswatini Public Procurement Regulatory Agency (ESPPRA) makes no express or implied representations or warranties with regard thereto. Portions of the information may be incorrect or not current. Any person or entity that relies on any information obtained from this tender document does so at own risk. The ESPPRA expressly disclaims all implied warranties, including, without limitation, warranties of merchantability, title, suitability to task, non-infringement, compatibility, security, and accuracy. The ESPPRA furthermore disclaims any warranty towards the accuracy, correctness, reliability, and timeliness of the publishing of content. Furthermore, no warranty, expressed or implied, is given this tender document is free of viruses, trojans, bombs, time-locks or any other data or code which have the ability to corrupt or affect the operation of any computer system it is used on. The ESPPRA cannot accept any responsibility for any loss, disruption, or damage to any of your data or computer system which may occur whilst using this tender document.



- e. are or have been associated in the past, directly or indirectly, with a firm or any of its affiliates which have been engaged by the Purchaser to provide consulting services for the preparation of the design, specifications, and other documents to be used for the procurement of the goods to be purchased under this Invitation for Tenders; or
- f. submit more than one Tender in this Tendering process, except for alternative offers permitted under ITT Clause 13.

4.4 A Tenderer that is under a declaration of ineligibility by the ESPPRA in accordance with ITT Clause 3, at the date of the deadline for Tender submission or thereafter, shall be disqualified.

4.5 Government-owned enterprises shall be eligible only if they can establish that they are legally and financially autonomous and operate under commercial law.

Tenderers shall provide such evidence of their continued eligibility satisfactory to the Purchaser, as the Purchaser shall reasonably request.

Eligible Goods and Related Services:

5.1 All goods and related services to be supplied under the Contract shall have as their country of origin of this Tender Document.

5.2 For purposes of this Clause, the term “goods” includes commodities, raw material, machinery, equipment, and industrial plants; and “related services” includes services such as insurance, installation, training, and initial maintenance.

5.3 The term “country of origin” means the country where the goods have been mined, grown, cultivated, produced, manufactured, or processed; or through manufacture, processing, or assembly, another commercially recognized article results that differs substantially in its basic characteristics from its imported components.

5.4 The nationality of the firm that produces, assembles, distributes, or sells the goods shall not determine their origin.

5.5 Unless otherwise specified in the TDS, a Tenderer that does not manufacture or produce the Goods it offers to supply shall submit the Manufacturer’s Authorization using the form included in Section IV, Tender Forms to demonstrate that it has been duly authorized by the manufacturer or producer of the Goods to supply these goods in Eswatini.

B. Contents of Tender Document

Sections of Tender Document:

6.1 The Tender Document consists of Parts 1, 2, and 3, which include all the Sections indicated below, and should be read in conjunction with any Addenda issued in accordance with ITT Clause 8.

PART 1 Tendering Procedures

- Section I. Instructions to Tenderers (ITT)

Disclaimer

This tender document and the information contained therein is provided "as is" and the Eswatini Public Procurement Regulatory Agency (ESPPRA) makes no express or implied representations or warranties with regard thereto. Portions of the information may be incorrect or not current. Any person or entity that relies on any information obtained from this tender document does so at own risk. The ESPPRA expressly disclaims all implied warranties, including, without limitation, warranties of merchantability, title, suitability to task, non-infringement, compatibility, security, and accuracy. The ESPPRA furthermore disclaims any warranty towards the accuracy, correctness, reliability, and timeliness of the publishing of content. Furthermore, no warranty, expressed or implied, is given this tender document is free of viruses, trojans, bombs, time-locks or any other data or code which have the ability to corrupt or affect the operation of any computer system it is used on. The ESPPRA cannot accept any responsibility for any loss, disruption, or damage to any of your data or computer system which may occur whilst using this tender document.



- Section II. Tender Data Sheet (TDS)
- Section III. Evaluation and Qualification Criteria
- Section IV. Tender Forms

PART 2 Supply Requirements

- Section V. Schedule of Requirements

PART 3 Contract

- Section VI. General Conditions of Contract (GCC)
- Section VII. Special Conditions of Contract (SCC)
- Section VIII. Contract Forms

6.2 The Invitation for Tenders issued by the Purchaser is part of the Tender Documents.

6.3 The Purchaser is not responsible for the completeness of the Tender Documents and their addenda, if they were not obtained directly from the Purchaser.

6.4 The Tenderer is expected to examine all instructions, forms, terms, and specifications in the Tender Documents. Failure to furnish all information or documentation required by the Tender Documents, may result in the rejection of the Tender.

Clarification of Tender Documents:

7.1 A prospective Tenderer requiring any clarification of the Tender Document shall contact the Purchaser in writing at the Purchaser’s address indicated in the TDS. The Purchaser will respond in writing to any request for clarification, provided that such request is received no later than five (5) days prior to the deadline for submission of Tenders. The Purchaser shall forward copies of its response to all those who have acquired the Tender Document directly from it, including a description of the inquiry but without identifying its source. Should the Purchaser deem it necessary to amend the Tender Document as a result of a clarification, it shall do so following the procedure under ITT Clause 8 and Sub-Clause 24.2.

Amendment of Tender Documents:

8.1 At any time prior to the deadline for submission of Tenders, the Purchaser may amend the Tender Documents by issuing addenda.

8.2 Any addendum issued shall be part of the Tender Documents and shall be communicated in writing to all who have obtained the Tender Documents directly from the Purchaser.

8.3 To give prospective Tenderers reasonable time in which to take an addendum into account in preparing their Tenders, the Purchaser may, at its discretion, extend the deadline for the submission of Tenders, pursuant to ITT Sub-Clause 24.2.

C. Preparation of Tenders

Cost of Tendering:

9.1 The Tenderer shall bear all costs associated with the preparation and submission of its Tender, and the Purchaser shall not be responsible or liable for those costs, regardless of the conduct or outcome of the Tendering process.

Language of Tender:

Disclaimer

This tender document and the information contained therein is provided "as is" and the Eswatini Public Procurement Regulatory Agency (ESPPRA) makes no express or implied representations or warranties with regard thereto. Portions of the information may be incorrect or not current. Any person or entity that relies on any information obtained from this tender document does so at own risk. The ESPPRA expressly disclaims all implied warranties, including, without limitation, warranties of merchantability, title, suitability to task, non-infringement, compatibility, security, and accuracy. The ESPPRA furthermore disclaims any warranty towards the accuracy, correctness, reliability, and timeliness of the publishing of content. Furthermore, no warranty, expressed or implied, is given this tender document is free of viruses, trojans, bombs, time-locks or any other data or code which have the ability to corrupt or affect the operation of any computer system it is used on. The ESPPRA cannot accept any responsibility for any loss, disruption, or damage to any of your data or computer system which may occur whilst using this tender document.



10.1 The Tender, as well as all correspondence and documents relating to the Tender exchanged by the Tenderer and the Purchaser, shall be written in the language specified in the TDS. Supporting documents and printed literature that are part of the Tender may be in another language provided they are accompanied by an accurate translation of the relevant passages into the language specified in the TDS, in which case, for purposes of interpretation of the Tender, such translation shall govern.

Documents Comprising the Tender:

11.1 The Tender shall comprise the following:

- a) Tender Submission Sheet and the applicable Price Schedules, in accordance with ITT Clauses 12, 14, and 15;
- b) Tender Security, in accordance with ITT Clause 21;
- c) alternative Tenders, if permissible, in accordance with ITT Clause 13;
- d) written confirmation authorizing the signatory of the Tender to commit the Tenderer, in accordance with ITT Clause 22;
- e) documentary evidence in accordance with ITT Clause 16 establishing the Tenderer's eligibility to Tender, including the Tenderer Information Sheet and, when applicable, the Party to JV Information Sheet using the forms furnished in Section IV, Tender Forms;
- f) documentary evidence in accordance with ITT Clause 17, that the Goods and Related Services to be supplied by the Tenderer are of eligible origin;
- g) documentary evidence in accordance with ITT Clauses 18 and 30, that the Goods and Related Services conform to the Tender Documents;
- h) documentary evidence in accordance with ITT Clause 19 establishing the Tenderer's qualifications to perform the contract if its Tender is accepted; and
- i) any other document required in the TDS.

Tender Submission Sheet and Price Schedules:

12.1 The Tenderer shall submit the Tender Submission Sheet using the form furnished in Section IV, Tender Forms. This form must be completed without any alterations to its format, and no substitutes shall be accepted. All blank spaces shall be filled in with the information requested.

12.2 The Tenderer shall submit the Price Schedules for Goods and Related Services, according to their origin as appropriate, using the forms furnished in Section IV, Tender Forms.

Alternative Tenders:

13.1 Unless otherwise indicated in the TDS, alternative Tenders shall not be considered.

Tender Prices and Discounts:

14.1 The prices and discounts quoted by the Tenderer in the Tender Submission Sheet and in the Price Schedules shall conform to the requirements specified below.

14.2 All lots and items must be listed and priced separately in the Price Schedules. If a Price Schedule shows items listed but not priced, their prices shall be assumed to be included in the prices of other items. Lots or items not listed in the Price Schedule shall be assumed not to be included in the Tender, and

Disclaimer

This tender document and the information contained therein is provided "as is" and the Eswatini Public Procurement Regulatory Agency (ESPPRA) makes no express or implied representations or warranties with regard thereto. Portions of the information may be incorrect or not current. Any person or entity that relies on any information obtained from this tender document does so at own risk. The ESPPRA expressly disclaims all implied warranties, including, without limitation, warranties of merchantability, title, suitability to task, non-infringement, compatibility, security, and accuracy. The ESPPRA furthermore disclaims any warranty towards the accuracy, correctness, reliability, and timeliness of the publishing of content. Furthermore, no warranty, expressed or implied, is given this tender document is free of viruses, trojans, bombs, time-locks or any other data or code which have the ability to corrupt or affect the operation of any computer system it is used on. The ESPPRA cannot accept any responsibility for any loss, disruption, or damage to any of your data or computer system which may occur whilst using this tender document.



provided that the Tender is substantially responsive, the corresponding adjustment, as appropriate, shall be applied in accordance with ITT Sub-Clause 31.3.

14.3 The price to be quoted in the Tender Submission Sheet, in accordance with ITT Sub-Clause 12.1, shall be the total price of the Tender, excluding any discounts offered.

14.4 The Tenderer shall quote any unconditional discounts and indicate the method for their application in the Tender Submission Sheet, in accordance with ITT Sub-Clause 12.1.

14.5 The terms EXW, CIF, CIP, and other similar terms shall be governed by the rules prescribed in the current edition of Incoterms, published by The International Chamber of Commerce, at the date of the Invitation for Tenders or as specified in the TDS.

14.6 Prices quoted by the Tenderer shall be fixed during the Tenderer's performance of the Contract and not subject to variation on any account, unless otherwise specified in the TDS. A Tender submitted with an adjustable price quotation shall be treated as nonresponsive and shall be rejected, pursuant to ITT Clause 30. However, if in accordance with the TDS, prices quoted by the Tenderer shall be subject to adjustment during the performance of the Contract, a Tender submitted with a fixed price quotation shall not be rejected, but the price adjustment shall be treated as zero.

14.7 If so indicated in ITT Sub-Clause 1.1, Tenders shall be invited for individual contracts (lots) or for any combination of contracts (packages). Unless otherwise indicated in the TDS, prices quoted shall correspond to 100% of the items specified for each lot and to 100% of the quantities specified for each item of a lot. Tenderers wishing to offer any price reduction for the award of more than one Contract shall specify in their Tender the price reductions applicable to each package or, alternatively, to individual Contracts within the package. Price reductions shall be submitted in accordance with ITT Sub-Clause 14.4, provided the Tenders for all lots are submitted and opened at the same time.

Currencies of Tender:

15.1 For Goods and Related Services that the Tenderer will supply, the prices shall be quoted in Emalangeni (E) indexed to any convertible currency, unless otherwise specified in the TDS.

Documents Establishing the Eligibility of the Tenderer :

16.1 To establish their eligibility in accordance with ITT Clause 4, Tenderers shall:

(a) complete the eligibility declarations in the Tender Submission Sheet, included in Section IV, Tender Forms; and

(b) if in accordance with ITT sub-Clause 4.1, the Tenderer is an existing or intended JV, it must submit the Tenderer Information Sheet and a copy of the JV Agreement, or a letter of intent to enter into such an Agreement. The respective document shall be signed by all legally authorized signatories of all the parties to the existing or intended JV, as appropriate

Documents Establishing the Eligibility of the Goods and Related Services:

17.1 To establish the eligibility of the Goods and Related Services in accordance with ITT Clause 5, Tenderers shall complete the country-of-origin declarations in the Price Schedule Forms, included in Section IV, Tender Forms.

Disclaimer

This tender document and the information contained therein is provided "as is" and the Eswatini Public Procurement Regulatory Agency (ESPPRA) makes no express or implied representations or warranties with regard thereto. Portions of the information may be incorrect or not current. Any person or entity that relies on any information obtained from this tender document does so at own risk. The ESPPRA expressly disclaims all implied warranties, including, without limitation, warranties of merchantability, title, suitability to task, non-infringement, compatibility, security, and accuracy. The ESPPRA furthermore disclaims any warranty towards the accuracy, correctness, reliability, and timeliness of the publishing of content. Furthermore, no warranty, expressed or implied, is given this tender document is free of viruses, trojans, bombs, time-locks or any other data or code which have the ability to corrupt or affect the operation of any computer system it is used on. The ESPPRA cannot accept any responsibility for any loss, disruption, or damage to any of your data or computer system which may occur whilst using this tender document.



Documents Establishing the Conformity of the Goods and Related Services:

18.1 To establish the conformity of the Goods and Related Services to the Tender Documents, the Tenderer shall furnish as part of its Tender the documentary evidence that the goods conform to the technical specifications and standards specified in Section VI, Schedule of Requirements.

18.2 The documentary evidence may be in the form of literature, drawings or data, and shall consist of a detailed item by item description of the essential technical and performance characteristics of the Goods and Related Services, demonstrating substantial responsiveness of the Goods and Related Services to the technical specification, and if applicable, a statement of deviations and exceptions to the provisions of the Schedule of Requirements.

18.3 The Tenderer shall also furnish a list giving full particulars, including available sources and current prices of spare parts, special tools, etc., necessary for the proper and continuing functioning of the goods for a period to be specified in the Tender Data Sheet, following commencement of the use of the goods by the Purchaser.

18.4 Standards for workmanship, process, material, and equipment, as well as references to brand names or catalogue numbers specified by the Purchaser in the Schedule of Requirements, are intended to be descriptive only and not restrictive. The Tenderer may offer other standards of quality, brand names, and/or catalogue numbers, provided that it demonstrates, to the Purchaser's satisfaction, that the substitutions ensure substantial equivalence or are superior to those specified in the Schedule of Requirements.

Documents Establishing the Qualifications of the Tenderer:

19.1 To establish its qualifications to perform the Contract, the Tenderer shall submit the evidence indicated for each qualification criterion specified in Section III, Evaluation and Qualification Criteria.

19.2 The documentary evidence of the Tenderer's qualifications to perform the contract if its bid is accepted shall establish to the Purchaser's satisfaction:

- (a) that, if required in the TDS, a Bidder that does not manufacture or produce the Goods it offers to supply shall submit the Manufacturer's Authorization using the form included in Section IV, Bidding Forms to demonstrate that it has been duly authorized by the manufacturer or producer of the Goods to supply and service these Goods in the Purchaser's Country;
- (b) that, if required in the TDS, the Bidder is or will be (if awarded the contract) able to carry out the Supplier's maintenance, repair and spare parts-stocking obligations prescribed in the Conditions of Contract and/or Technical Specifications; and
- (c) that the Bidder meets each of the qualification criterion specified in Section III, Evaluation and Qualification Criteria.

Period of Validity of Tenders:

20.1 Tenders shall remain valid for the period specified in the TDS after the Tender submission deadline date prescribed by the Purchaser. A Tender valid for a shorter period shall be rejected by the Purchaser as non-responsive.

20.2 In exceptional circumstances, prior to the expiration of the Tender validity period, the Purchaser may request Tenderers to extend the period of validity of their Tenders. The request and the responses shall be made in writing. If a Tender security is requested in accordance with ITT Clause 21, it shall also be extended for a corresponding period. A Tenderer may refuse the request without forfeiting its Tender security. A Tenderer granting the request shall not be required or permitted to modify its Tender, except as provided in ITT Sub-Clause 20.3.

20.3 In the case of fixed price contracts, if the award is delayed by a period exceeding fifty-six (56) days beyond the expiry of the initial Tender validity, the Contract price shall be adjusted as specified in the request for extension. Tender evaluation shall be based on the Tender Price without taking into consideration the above correction.

Disclaimer

This tender document and the information contained therein is provided "as is" and the Eswatini Public Procurement Regulatory Agency (ESPPRA) makes no express or implied representations or warranties with regard thereto. Portions of the information may be incorrect or not current. Any person or entity that relies on any information obtained from this tender document does so at own risk. The ESPPRA expressly disclaims all implied warranties, including, without limitation, warranties of merchantability, title, suitability to task, non-infringement, compatibility, security, and accuracy. The ESPPRA furthermore disclaims any warranty towards the accuracy, correctness, reliability, and timeliness of the publishing of content. Furthermore, no warranty, expressed or implied, is given this tender document is free of viruses, trojans, bombs, time-locks or any other data or code which have the ability to corrupt or affect the operation of any computer system it is used on. The ESPPRA cannot accept any responsibility for any loss, disruption, or damage to any of your data or computer system which may occur whilst using this tender document.



Tender Security:

21.1 Unless otherwise specified in the TDS, the Tenderer shall furnish as part of its Tender, a Tender Security in original form and in the amount specified in the TDS.

21.2 The Tender Security shall be denominated in the currency of the Tender or in another freely convertible currency, and shall:

- (a) at the Tenderer's option, be in the form of either a certified check, or a bank guarantee from a banking institution, or a bond issued by an insurance or bonding institution;
- (b) be issued by a reputable institution from an eligible country, and acceptable to the Purchaser whose acceptance may not be unreasonably withheld;
- (c) be substantially in accordance with one of the forms of Tender security included in Section IV, Tender Forms, or other form approved by the Purchaser prior to Tender submission;
- (d) be payable promptly upon written demand by the employer in the case of the conditions listed in ITT Clause 21.5 are invoked;
- (e) be submitted in its original form; copies will not be accepted;
- (f) remain valid for a period of 28 days beyond the original validity period of Tenders, or beyond any period of extension subsequently requested under ITT Clause 20.2;

21.3 If a Tender Security is required in accordance with ITT Sub-Clause 21.1, any Tender not accompanied by a substantially responsive Tender security in accordance with ITT Sub-Clause 21.2, shall be rejected by the Purchaser as nonresponsive

21.4 The Tender security of unsuccessful Tenderers shall be returned as promptly as possible upon the successful Tenderer's furnishing of the performance security pursuant to ITT Clause 44.

21.5 The Tender security may be forfeited:

- (a) if a Tenderer withdraws its Tender during the period of Tender validity specified by the Tenderer on the Tender Submission Sheet, except as provided in ITT Sub- Clause 20.2; or
- (b) if the successful Tenderer fails to:
 - (i) sign the Contract in accordance with ITT Clause 43;
 - (ii) furnish a performance security in accordance with ITT Clause 44.

21.6 The Tender Security of a JV must be in the name of the JV that submits the Tender. If the JV has not been legally constituted at the time of Tendering, the Tender Security shall be in the names of all future partners as named in the letter of intent mentioned in ITT Sub-Clause 16.1.

Format and Signing of Tender:

22.1 The Tenderer shall prepare one original of the documents comprising the Tender as described in ITT Clause 11 and clearly mark it "ORIGINAL." In addition, the Tenderer shall submit copies of the Tender, in the number specified in the TDS and clearly mark them "COPY." In the event of any discrepancy between the original and the copies, the original shall prevail.

22.2 The original and all copies of the Tender shall be typed or written in indelible ink and shall be signed by a person duly authorized to sign on behalf of the Tenderer. This authorization shall consist of a written authorization and shall be attached to the Tenderer Information Sheet included in Section IV Tender Forms. The name and position held by each person signing the authorization must be typed or printed below the signature. All pages of the Tender, except for unamended printed literature, shall be signed or initialed by the person signing the Tender.

22.3 Any interlineation, erasures, or overwriting shall be valid only if they are signed or initialed by the person signing the Tender.

Disclaimer

This tender document and the information contained therein is provided "as is" and the Eswatini Public Procurement Regulatory Agency (ESPPRA) makes no express or implied representations or warranties with regard thereto. Portions of the information may be incorrect or not current. Any person or entity that relies on any information obtained from this tender document does so at own risk. The ESPPRA expressly disclaims all implied warranties, including, without limitation, warranties of merchantability, title, suitability to task, non-infringement, compatibility, security, and accuracy. The ESPPRA furthermore disclaims any warranty towards the accuracy, correctness, reliability, and timeliness of the publishing of content. Furthermore, no warranty, expressed or implied, is given this tender document is free of viruses, trojans, bombs, time-locks or any other data or code which have the ability to corrupt or affect the operation of any computer system it is used on. The ESPPRA cannot accept any responsibility for any loss, disruption, or damage to any of your data or computer system which may occur whilst using this tender document.



D. Submission and Opening of Tenders

Sealing and Marking of Tenders:

23.1 The Tenderer shall enclose the original and each copy of the Tender, including alternative Tenders, if permitted in accordance with ITT Clause 13, in separate sealed envelopes, duly marking the envelopes as “ORIGINAL” and “COPY.” These envelopes containing the original and the copies shall then be enclosed in one single envelope. The Tenderer is also requested to separate Technical and Financial Bids in different envelopes.

23.2 The inner and outer envelopes shall:

- (a) Bear the name and address of the Tenderer;
- (b) be addressed to the Purchaser in accordance with ITT Sub-Clause 24.1;
- (c) bear the specific identification of this Tendering process indicated in ITT 1.1 and any additional identification marks as specified in the TDS; and
- (d) bear a warning not to open before the time and date for Tender opening, in accordance with ITT Sub-Clause 24.1.

23.3 If all envelopes are not sealed and marked as required, the Purchaser will assume no responsibility for the misplacement or premature opening of the Tender.

Deadline for Submission of Tenders:

24.1 Tenders must be received by the Purchaser at the address and no later than the date and time indicated in the TDS.

24.2 The Purchaser may, at its discretion, extend the deadline for the submission of Tenders by amending the Tender Documents in accordance with ITT Clause 8, in which case all rights and obligations of the Purchaser and Tenderers previously subject to the deadline shall thereafter be subject to the deadline as extended.

Late Tenders:

25.1 The Purchaser shall not consider any Tender that arrives after the deadline for submission of Tenders, in accordance with ITT Clause 24. Any Tender received by the Purchaser after the deadline for submission of Tenders shall be declared late, rejected, and returned unopened to the Tenderer.

Withdrawal, Substitution, and Modification of Tenders:

26.1 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, and shall include a copy of the authorization in accordance with ITT Sub-Clause 22.2, (except that no copies of the withdrawal notice are required). The corresponding substitution or modification of the Tender must accompany the respective written notice. All notices must be:

- (a) submitted in accordance with ITT Clauses 22 and 23 (except that withdrawal notices do not require copies), and in addition, the respective envelopes shall be clearly marked “WITHDRAWAL,” “SUBSTITUTION,” or “MODIFICATION;” and
- (b) received by the Purchaser prior to the deadline prescribed for submission of Tenders, in accordance with ITT Clause 24.

26.2 Tenders requested to be withdrawn in accordance with ITT Sub-Clause 26.1 shall be returned unopened to the Tenderers.

Disclaimer

This tender document and the information contained therein is provided "as is" and the Eswatini Public Procurement Regulatory Agency (ESPPRA) makes no express or implied representations or warranties with regard thereto. Portions of the information may be incorrect or not current. Any person or entity that relies on any information obtained from this tender document does so at own risk. The ESPPRA expressly disclaims all implied warranties, including, without limitation, warranties of merchantability, title, suitability to task, non-infringement, compatibility, security, and accuracy. The ESPPRA furthermore disclaims any warranty towards the accuracy, correctness, reliability, and timeliness of the publishing of content. Furthermore, no warranty, expressed or implied, is given this tender document is free of viruses, trojans, bombs, time-locks or any other data or code which have the ability to corrupt or affect the operation of any computer system it is used on. The ESPPRA cannot accept any responsibility for any loss, disruption, or damage to any of your data or computer system which may occur whilst using this tender document.



26.3 No Tender may be withdrawn, substituted, or modified in the interval between the deadline for submission of Tenders and the expiration of the period of Tender validity specified by the Tenderer on the Tender Submission Sheet or any extension thereof.

Tender Opening:

27.1 The Purchaser shall conduct the Tender opening in the presence of Tenderers' designated representatives who choose to attend, and at the address, date and time specified in the TDS.

27.2 First, envelopes marked "WITHDRAWAL" shall be opened and read out and the envelope with the corresponding Tender shall not be opened but returned to the Tenderer. No Tender withdrawal shall be permitted unless the corresponding withdrawal notice contains a valid authorization to request the withdrawal and is read out at Tender opening. Next, envelopes marked "SUBSTITUTION" shall be opened and read out and exchanged with the corresponding Tender being substituted, and the substituted Tender shall not be opened, but returned to the Tenderer. No Tender substitution shall be permitted unless the corresponding substitution notice contains a valid authorization to request the substitution and is read out at Tender opening. Envelopes marked "MODIFICATION" shall be opened and read out with the corresponding Tender. No Tender modification shall be permitted unless the corresponding modification notice contains a valid authorization to request the modification and is read out at Tender opening. Only envelopes that are opened and read out at Tender opening shall be considered further.

27.3 All other envelopes shall be opened one at a time, reading out: the name of the Tenderer and whether there is a modification; the Tender Prices, including any discounts and alternative offers if permitted; the presence of a Tender security, if required; and any other details as the Purchaser may consider appropriate. Only discounts and alternative offers read out at Tender opening shall be considered for evaluation. No Tender shall be rejected at Tender opening except for late Tenders, in accordance with ITT Sub-Clause 25.1.

27.4 The Purchaser shall prepare a record of the Tender opening that shall include, as a minimum: the name of the Tenderer and whether there is a withdrawal, substitution, or modification; the Tender Price, per lot if applicable, including any discounts and alternative offers; and the presence or absence of a Tender security, if one was required. The Tenderers' representatives who are present shall be requested to sign the record. The omission of a Tenderer's signature on the record shall not invalidate the contents and effect of the record. A copy of the record shall be distributed to all Tenderers.

E. Evaluation and Comparison of Tenders

Confidentiality:

28.1 Information relating to the examination, evaluation, comparison, and post qualification of Tenders, and recommendation of contract award, shall not be disclosed to Tenderers or any other persons not officially concerned with such process until information on Contract award is communicated to all Tenderers.

28.2 Any effort by a Tenderer to influence the Purchaser in the examination, evaluation, comparison, and post qualification of the Tenders or Contract award decisions may result in the rejection of its Tender.

28.3 Notwithstanding ITT Sub-Clause 28.2, from the time of Tender opening to the time of Contract award, if any Tenderer wishes to contact the Purchaser on any matter related to the Tendering process, it should do so in writing.

Clarification of Tenders:

29.1 To assist in the examination, evaluation, comparison and post-qualification of the Tenders, the Purchaser may, at its discretion, ask any Tenderer for a clarification of its Tender. Any clarification submitted by a Tenderer in respect to its Tender and that is not in response to a request by the Purchaser shall not be considered. The

Disclaimer

This tender document and the information contained therein is provided "as is" and the Eswatini Public Procurement Regulatory Agency (ESPPRA) makes no express or implied representations or warranties with regard thereto. Portions of the information may be incorrect or not current. Any person or entity that relies on any information obtained from this tender document does so at own risk. The ESPPRA expressly disclaims all implied warranties, including, without limitation, warranties of merchantability, title, suitability to task, non-infringement, compatibility, security, and accuracy. The ESPPRA furthermore disclaims any warranty towards the accuracy, correctness, reliability, and timeliness of the publishing of content. Furthermore, no warranty, expressed or implied, is given this tender document is free of viruses, trojans, bombs, time-locks or any other data or code which have the ability to corrupt or affect the operation of any computer system it is used on. The ESPPRA cannot accept any responsibility for any loss, disruption, or damage to any of your data or computer system which may occur whilst using this tender document.



Purchaser's request for clarification and the response shall be in writing. No change in the prices or substance of the Tender shall be sought, offered, or permitted, except to confirm the correction of arithmetic errors discovered by the Purchaser in the evaluation of the Tenders, in accordance with ITT Clause 31.

Responsiveness of Tenders:

30.1 The Purchaser's determination of a Tender's responsiveness is to be based on the contents of the Tender itself.

30.2 A substantially responsive Tender is one that conforms to all the terms, conditions, and specifications of the Tender Documents without material deviation, reservation, or omission. A material deviation, reservation, or omission is one that:

- (a) affects in any substantial way the scope, quality, or performance of the Goods and Related Services specified in the Contract; or
- (b) limits in any substantial way, inconsistent with the Tender Documents, the Purchaser's rights or the Tenderer's obligations under the Contract; or
- (c) if rectified would unfairly affect the competitive position of other Tenderers presenting substantially responsive Tenders.

30.3 If a Tender is not substantially responsive to the Tender Documents, it shall be rejected by the Purchaser and may not subsequently be made responsive by the Tenderer by correction of the material deviation, reservation, or omission.

Nonconformities, Errors, and Omissions:

31.1 Provided that a Tender is substantially responsive, the Purchaser may waive any nonconformities or omissions in the Tender that do not constitute a material deviation.

31.2 Provided that a Tender is substantially responsive, the Purchaser may request that the Tenderer submit the necessary information or documentation, within a reasonable period, to rectify nonmaterial nonconformities or omissions in the Tender related to documentation requirements or waive such minor deviations or omissions. Such omission shall not be related to any aspect of the price of the Tender. Failure of the Tenderer to comply with the request may result in the rejection of its Tender.

31.3 Provided that the Tender is substantially responsive, the Purchaser shall correct arithmetical errors on the following basis:

- (a) if there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected, unless in the opinion of the Purchaser there is an obvious misplacement of the decimal point in the unit price, in which case the total price as quoted shall govern and the unit price shall be corrected;
- (b) if there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; and
- (c) if there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject to (a) and (b) above.

31.4 If the Tenderer that submitted the lowest evaluated Tender does not accept the correction of errors, its Tender shall be disqualified and its Tender security shall be returned.

Disclaimer

This tender document and the information contained therein is provided "as is" and the Eswatini Public Procurement Regulatory Agency (ESPPRA) makes no express or implied representations or warranties with regard thereto. Portions of the information may be incorrect or not current. Any person or entity that relies on any information obtained from this tender document does so at own risk. The ESPPRA expressly disclaims all implied warranties, including, without limitation, warranties of merchantability, title, suitability to task, non-infringement, compatibility, security, and accuracy. The ESPPRA furthermore disclaims any warranty towards the accuracy, correctness, reliability, and timeliness of the publishing of content. Furthermore, no warranty, expressed or implied, is given this tender document is free of viruses, trojans, bombs, time-locks or any other data or code which have the ability to corrupt or affect the operation of any computer system it is used on. The ESPPRA cannot accept any responsibility for any loss, disruption, or damage to any of your data or computer system which may occur whilst using this tender document.



Preliminary Examination of Tenders:

32.1 The Purchaser shall examine the Tenders to confirm that all documents and technical documentation requested in ITT Clause 11 have been provided, and to determine the completeness of each document submitted. If any of these documents or information is missing, the offer shall be rejected.

Examination of Terms and Conditions; Technical Evaluation:

33.1 The Purchaser shall examine the Tender to confirm that all terms and conditions specified in the GCC and the SCC have been accepted by the Tenderer without any material deviation or reservation.

33.2 The Purchaser shall evaluate the technical aspects of the Tender submitted in accordance with ITT Clause 18, to confirm that all requirements specified in Section VI, Schedule of Requirements of the Tender Documents have been met without any material deviation or reservation.

33.3 If, after the examination of the terms and conditions and the technical evaluation, the Purchaser determines that the Tender is not substantially responsive in accordance with ITT Clause 30, the Purchaser shall reject the Tender.

Conversion to Single Currency:

34.1 For evaluation and comparison purposes, the Purchaser shall convert all Tender prices expressed in the amounts in various currencies into a single currency, using the selling exchange rate established by the source and on the date specified in the TDS.

Domestic Preference:

35.1 Unless otherwise specified in the TDS, domestic preference shall be a factor in Tender evaluation in accordance with the procedures outlined in Section III of this Tender Document

Evaluation of Tenders:

36.1 The Purchaser shall evaluate each Tender that has been determined to be substantially responsive.

36.2 To evaluate a Tender, the Purchaser shall only use all the factors, methodologies and criteria defined in the TDS and in Section III, Evaluation and Qualification Criteria. No other criteria or methodology shall be permitted.

36.3 To evaluate a Tender, the Purchaser shall consider the following:

- (a) the technical specification as listed in accordance to Section VI, the schedule of requirements
- (b) the Tender price as quoted in accordance with Clause 14;
- (c) price adjustment for correction of arithmetic errors in accordance with ITT Sub- Clause 31.3;
- (d) price adjustment due to discounts offered in accordance with ITT Sub-Clause 14.4;
- (e) as indicated in the TDS, the applicable factors of evaluation amongst those set out in Section III, Evaluation and Qualification Criteria;
- (f) adjustments due to the application of a margin of preference, in accordance with ITT Clause 35 if applicable.

36.4 The Purchaser's evaluation of a Tender will exclude and not take into account:

- (a) In the case of Goods manufactured in Eswatini or Goods of foreign origin already located in Eswatini, sales and other similar taxes, which will be payable on the goods if a contract is awarded to the Tenderer;
- (b) in the case of Goods to be supplied from outside Eswatini, customs duties and other similar import taxes and other duties and taxes which will be payable on the goods if the contract is awarded to the Tenderer;
- (c) in the case of Related Services, customs duties and sales and other similar taxes that will be payable on the Related Services if the contract is awarded to the

Disclaimer

This tender document and the information contained therein is provided "as is" and the Eswatini Public Procurement Regulatory Agency (ESPPRA) makes no express or implied representations or warranties with regard thereto. Portions of the information may be incorrect or not current. Any person or entity that relies on any information obtained from this tender document does so at own risk. The ESPPRA expressly disclaims all implied warranties, including, without limitation, warranties of merchantability, title, suitability to task, non-infringement, compatibility, security, and accuracy. The ESPPRA furthermore disclaims any warranty towards the accuracy, correctness, reliability, and timeliness of the publishing of content. Furthermore, no warranty, expressed or implied, is given this tender document is free of viruses, trojans, bombs, time-locks or any other data or code which have the ability to corrupt or affect the operation of any computer system it is used on. The ESPPRA cannot accept any responsibility for any loss, disruption, or damage to any of your data or computer system which may occur whilst using this tender document.



Tenderer; and

(d) any allowance for price adjustment during the period of execution of the contract, if provided in the Tender.

36.5 The Purchaser's cost evaluation of a Tender may require the consideration of other factors, in addition to the Tender Price quoted in accordance with ITT Clause 14. These factors may be related to the characteristics, performance, and terms and conditions of purchase of the Goods and Related Services. The effect of the factors selected, if any, shall be expressed in monetary terms to facilitate comparison of Tenders, unless otherwise specified in Section III, Evaluation and Qualification Criteria. The factors to be used and the method of application shall be indicated in the TDS from amongst those set out in Section III, Evaluation and Qualification Criteria.

36.6 If so indicated in the TDS, this Tender Document shall allow Tenderers to quote separate prices for one or more lots, and shall allow the Purchaser to award one or multiple lots to more than one Tenderer. The methodology of evaluation to determine the lowest-evaluated lot combinations, including any discounts offered in the Tender Submission Sheet, as appropriate, is specified in Section III, Evaluation and Qualification Criteria.

Comparison of Tenders:

37.1 The Purchaser shall compare all substantially responsive Tenders to determine the lowest evaluated Tender, in accordance with ITT Clause 36.

Post qualification of the Tenderer:

38.1 The Purchaser shall determine to its satisfaction whether the Tenderer that is selected as having submitted the lowest evaluated and substantially responsive Tender is qualified to perform the Contract satisfactorily.

38.2 The determination shall be based upon an examination of the documentary evidence of the Tenderer's qualifications submitted by the Tenderer, pursuant to ITT Clause 19, to clarifications in accordance with ITT Clause 29 and the qualification criteria indicated in Section III, Evaluation and Qualification Criteria. Factors not included in Section III shall not be used in the evaluation of the Tenderer's qualification.

38.3 An affirmative determination shall be a prerequisite for award of the Contract to the Tenderer. A negative determination shall result in disqualification of the Tender, in which event the Purchaser shall proceed to the next lowest evaluated Tender to make a similar determination of that Tenderer's capabilities to perform satisfactorily.

Purchaser's Right to Accept Any Tender, and to Reject Any or All Tenders:

39.1 The Purchaser reserves the right to accept or reject any Tender, and to annul the Tendering process and reject all Tenders at any time prior to contract award, without thereby incurring any liability to Tenderers.

F. Award of Contract Award

Criteria:

Disclaimer

This tender document and the information contained therein is provided "as is" and the Eswatini Public Procurement Regulatory Agency (ESPPRA) makes no express or implied representations or warranties with regard thereto. Portions of the information may be incorrect or not current. Any person or entity that relies on any information obtained from this tender document does so at own risk. The ESPPRA expressly disclaims all implied warranties, including, without limitation, warranties of merchantability, title, suitability to task, non-infringement, compatibility, security, and accuracy. The ESPPRA furthermore disclaims any warranty towards the accuracy, correctness, reliability, and timeliness of the publishing of content. Furthermore, no warranty, expressed or implied, is given this tender document is free of viruses, trojans, bombs, time-locks or any other data or code which have the ability to corrupt or affect the operation of any computer system it is used on. The ESPPRA cannot accept any responsibility for any loss, disruption, or damage to any of your data or computer system which may occur whilst using this tender document.



40.1 The Purchaser shall award the Contract to the Tenderer whose offer has been determined to be the lowest evaluated Tender and is substantially responsive to the Tender Documents, provided the Tenderer is qualified to perform the Contract satisfactorily.

Purchaser's Right to Vary Quantities at Time of Award:

41.1 At the time the Contract is awarded, the Purchaser reserves the right to increase or decrease the quantity of Goods and Related Services originally specified in Section VI, Schedule of Requirements, provided this does not exceed the percentages indicated in the TDS, and without any change in the unit prices or other terms and conditions of the Tender and the Tender Documents.

Notification of Award:

42.1 Prior to the expiration of the period of Tender validity, the Purchaser shall notify the successful Tenderer, in writing, that its Tender has been accepted.

42.2 Until a formal contract is prepared and executed, the notification of award shall constitute a binding Contract.

42.3 Upon the successful Tenderer's furnishing of the performance security pursuant to ITT Clause 44, the Purchaser will promptly notify the name of the winning Tenderer to each unsuccessful Tenderer and will discharge its tender security, pursuant to ITT Clause 21

42.4 The Purchaser shall promptly respond in writing to any unsuccessful Tenderer who, after notification of award in accordance with ITT Sub-Clause 42.1, requests the Purchaser in writing to explain on which grounds its Tender was not selected.

Signing of Contract:

43.1 Promptly after notification, the Purchaser shall send the successful Tenderer the Agreement and the Special Conditions of Contract.

43.2 Within twenty-eight (28) days of receipt of the Contract, the successful Tenderer shall sign, date, and return it to the Purchaser.

Performance Security:

44.1 Within twenty-eight (28) days of the receipt of notification of award from the Purchaser, the successful Tenderer shall furnish the performance security in accordance with the GCC, using for that purpose the Performance Security Form included in Section VIII Contract forms.

44.2 Failure of the successful Tenderer to submit the above-mentioned Performance Security or sign the Contract shall constitute sufficient grounds for the annulment of the award and forfeiture of the Tender Security. In that event the Purchaser may award the Contract to the next lowest evaluated Tenderer, whose offer is substantially responsive and is determined by the Purchaser to be qualified to perform the Contract satisfactorily or call for new tenders.

Protests or Claims:

45.1 Tenderers may submit a protest or claim to the Purchaser, in writing, at any time but not later than ten (10) working days after they have been informed that they are unsuccessful pursuant to ITT Clause 42.

Intention to Award:

46.1 All Tenderers are required to provide their e-mail addresses to the Purchaser through which they will be notified on the intention to award on the day that the intention is sent to ESPPRA. A notice of Intention to Award

Disclaimer

This tender document and the information contained therein is provided "as is" and the Eswatini Public Procurement Regulatory Agency (ESPPRA) makes no express or implied representations or warranties with regard thereto. Portions of the information may be incorrect or not current. Any person or entity that relies on any information obtained from this tender document does so at own risk. The ESPPRA expressly disclaims all implied warranties, including, without limitation, warranties of merchantability, title, suitability to task, non-infringement, compatibility, security, and accuracy. The ESPPRA furthermore disclaims any warranty towards the accuracy, correctness, reliability, and timeliness of the publishing of content. Furthermore, no warranty, expressed or implied, is given this tender document is free of viruses, trojans, bombs, time-locks or any other data or code which have the ability to corrupt or affect the operation of any computer system it is used on. The ESPPRA cannot accept any responsibility for any loss, disruption, or damage to any of your data or computer system which may occur whilst using this tender document.



shall be sent to all Tenderers and published to the ESPPRA website at least 10 working days before the contract award.

Section II. Tender Data Sheet

	A. General
ITT 1.1	The Purchaser is: Eswatini Agriculture Development Fund
ITT 1.1	The name of the Open Tendering: Supply and Delivery of Motor Vehicles The identification number of the Open Tender is: EADF02/2023-24 The number of Lots: 3
ITT 2.1	Procurement Entity Name: Eswatini Agriculture Development Fund under the Ministry of Agriculture
	B. Contents of Tender Document
ITT 7.1	For <u>tender clarification purposes</u> (no later than five (5) days prior to the deadline for submission of Tenders) only, the Purchaser's address is: Attention: The EADF DIRECTOR Address: Eswatini Agriculture Development Fund Ministry of Agriculture Head Quarters Mbabane, Eswatini OR howardveli@yahoo.com
	C. Preparation of Tenders
ITT 10.1	The language of the Tender is: ENGLISH

Disclaimer

This tender document and the information contained therein is provided "as is" and the Eswatini Public Procurement Regulatory Agency (ESPPRA) makes no express or implied representations or warranties with regard thereto. Portions of the information may be incorrect or not current. Any person or entity that relies on any information obtained from this tender document does so at own risk. The ESPPRA expressly disclaims all implied warranties, including, without limitation, warranties of merchantability, title, suitability to task, non-infringement, compatibility, security, and accuracy. The ESPPRA furthermore disclaims any warranty towards the accuracy, correctness, reliability, and timeliness of the publishing of content. Furthermore, no warranty, expressed or implied, is given this tender document is free of viruses, trojans, bombs, time-locks or any other data or code which have the ability to corrupt or affect the operation of any computer system it is used on. The ESPPRA cannot accept any responsibility for any loss, disruption, or damage to any of your data or computer system which may occur whilst using this tender document.



<p>ITT 11.1 (i)</p>	<ul style="list-style-type: none"> • Original and Valid Tax Compliance Certificate • A copy of Valid Trading Licence • Company Profile • A copy of Form J endorsed by Register of Companies • A copy of Valid Labour Compliance Certificate • Eswatini National Provident Fund (ENPF) Compliance Certificate • Latest Audited Financial Statements / Proof of solvency • Proof of Tender Purchase (E1,000) • Police Clearance Certificates for Director’s Listed in Form J • A copy of Form C • Certified Copies of National IDs of Company’s Directors • A manufacturer’s warranty and written confirmation that the vehicle will be serviceable by local dealer • Tender Bond of E88,000 • A fully signed document providing Power of Attorney (as attached) • At least 3 Relevant positive references • A fully signed Declaration of Eligibility (as attached)
<p>ITT 13.1</p>	<p>Submission of Tender: Alternative Offers – Not Permissible</p>
<p>ITT 14.5</p>	<p>The delivery term shall be DDP as per below: Eswatini Agriculture Development Fund, Ministry of Agriculture Head Quarters, Mbabane and shall be governed by the rules prescribed in the 2010 edition of Incoterms.</p>
<p>ITT 14.6</p>	<p>The prices quoted “shall not” be adjustable.</p>
<p>ITT 14.7</p>	<p>Prices quoted shall correspond at least to 100 % of the items specified. Prices quoted shall correspond at least to 100% of the quantities specified</p>
<p>ITT 18.3</p>	<p>The period for the proper and continuing functioning of the goods is:</p>

Disclaimer

This tender document and the information contained therein is provided "as is" and the Eswatini Public Procurement Regulatory Agency (ESPPRA) makes no express or implied representations or warranties with regard thereto. Portions of the information may be incorrect or not current. Any person or entity that relies on any information obtained from this tender document does so at own risk. The ESPPRA expressly disclaims all implied warranties, including, without limitation, warranties of merchantability, title, suitability to task, non-infringement, compatibility, security, and accuracy. The ESPPRA furthermore disclaims any warranty towards the accuracy, correctness, reliability, and timeliness of the publishing of content. Furthermore, no warranty, expressed or implied, is given this tender document is free of viruses, trojans, bombs, time-locks or any other data or code which have the ability to corrupt or affect the operation of any computer system it is used on. The ESPPRA cannot accept any responsibility for any loss, disruption, or damage to any of your data or computer system which may occur whilst using this tender document.



	As per the specification
ITT 19.2 (a), (b) and (c)	Manufacturer's authorization is: required After sales service is: required
ITT 20.1	The Tender validity period shall be 120 days after the tender submission deadline date.
ITT 21.1	A Tender Bond of E88,000 strictly in accordance with the form provided under this solicitation document
ITT 22.1	In addition to the original of the Tender, the number of copies is: three (3)
	D. Submission and Opening of Tenders
ITT 23.2 (c)	The inner and outer envelopes shall bear the following additional identification marks: Supply and Delivery of Motor Vehicles EADF 02/2023-24
ITT 24.1	For Tender submission <u>purposes</u> only, the Purchaser's address is: Attention: EADF DIRECTOR Address: Eswatini Agriculture Development Fund, Ministry of Agriculture Head Quarters Mbabane, Eswatini Email: howardveli@yahoo.com The deadline for the submission of Tenders is: Date: 14 February 2024 Time: 14:00 hrs Local Time
ITT 27.1	The Tender opening shall take place at: Conference Room, Ministry of Agriculture, immediately after closing time on the 14 February 2024
	E. Evaluation and Comparison of Tenders

Disclaimer

This tender document and the information contained therein is provided "as is" and the Eswatini Public Procurement Regulatory Agency (ESPPRA) makes no express or implied representations or warranties with regard thereto. Portions of the information may be incorrect or not current. Any person or entity that relies on any information obtained from this tender document does so at own risk. The ESPPRA expressly disclaims all implied warranties, including, without limitation, warranties of merchantability, title, suitability to task, non-infringement, compatibility, security, and accuracy. The ESPPRA furthermore disclaims any warranty towards the accuracy, correctness, reliability, and timeliness of the publishing of content. Furthermore, no warranty, expressed or implied, is given this tender document is free of viruses, trojans, bombs, time-locks or any other data or code which have the ability to corrupt or affect the operation of any computer system it is used on. The ESPPRA cannot accept any responsibility for any loss, disruption, or damage to any of your data or computer system which may occur whilst using this tender document.



ITT 34.1	<p>The currency that shall be used for Tender evaluation and comparison purposes to convert all Tender prices expressed in various currencies into a single currency is: Eswatini Emalangenani (SZL) The source of exchange rate shall be: Central Bank of Eswatini The date for the exchange rate shall be: Date of Tender Opening</p>
ITT 35.1	Domestic preference SHALL NOT be a Tender Evaluation factor.
ITT 36.2	Please see ITT 36.3(d) below in terms of SECTION III Evaluation and Qualification Criteria.
ITT 36.5	The factors to be used are described in ITT 36.3(d), and some of them shall be expressed in monetary terms, but others as decisive factors.
ITT 36.6	N/A
	F. Award of Contract
ITT 41.1	<p>The maximum percentage by which quantities may be increased is: 10 %</p> <hr/> <p>The maximum percentage by which quantities may be decreased is: 10%</p>

Section III. Evaluation and Qualification Criteria

The evaluation will be a Least Cost Based Selection Model as follows. Tenders will be evaluated in terms of their responsiveness to the tender specifications and requirements.

Stage 1 Preliminary Evaluation

Disclaimer

This tender document and the information contained therein is provided "as is" and the Eswatini Public Procurement Regulatory Agency (ESPPRA) makes no express or implied representations or warranties with regard thereto. Portions of the information may be incorrect or not current. Any person or entity that relies on any information obtained from this tender document does so at own risk. The ESPPRA expressly disclaims all implied warranties, including, without limitation, warranties of merchantability, title, suitability to task, non-infringement, compatibility, security, and accuracy. The ESPPRA furthermore disclaims any warranty towards the accuracy, correctness, reliability, and timeliness of the publishing of content. Furthermore, no warranty, expressed or implied, is given this tender document is free of viruses, trojans, bombs, time-locks or any other data or code which have the ability to corrupt or affect the operation of any computer system it is used on. The ESPPRA cannot accept any responsibility for any loss, disruption, or damage to any of your data or computer system which may occur whilst using this tender document.



A preliminary evaluation will be undertaken to determine compliance on whether tenders are complete and responsive to the basic instructions and requirements of the tender document. A binary approach (Yes or No) will be used when evaluating the submission of eligibility documents. A bidder who fails to submit the documents as required may be disqualified from further evaluation.

Documents	Yes / No
Original and Valid Tax Compliance Certificate	
A copy of Valid Trading Licence	
Company Profile	
A copy of Form J endorsed by Register of Companies	
A copy of Valid Labour Compliance Certificate	
Eswatini National Provident Fund (ENPF) Compliance Certificate	
Latest Audited Financial Statements / Proof of solvency	
General Receipt of Tender Purchase (E1,000)	
Police Clearance Certificates for Director's Listed in Form J or equivalent	
A copy of Form C	
Certified Copies of National IDs of Company's Directors	
A manufacturer's warranty and written confirmation that the vehicle will be serviceable by local dealer	
Tender Bond of E88,000	
A fully signed document providing Power of Attorney (as attached)	
At least 3 Relevant positive references	
A fully signed Declaration of Eligibility (as attached)	

Stage 2 Technical Evaluation

The technical evaluation will be undertaken to compare each tender to the technical specification on Part 2-Section V of the tender document. A binary approach (Pass or Fail) will be used when evaluating whether the tenders are responsive to the specifications. Bidders who pass the technical evaluation criteria will be qualify for financial evaluation.

Stage 3 Financial Evaluation

The financial bid shall include:

Disclaimer

This tender document and the information contained therein is provided "as is" and the Eswatini Public Procurement Regulatory Agency (ESPPRA) makes no express or implied representations or warranties with regard thereto. Portions of the information may be incorrect or not current. Any person or entity that relies on any information obtained from this tender document does so at own risk. The ESPPRA expressly disclaims all implied warranties, including, without limitation, warranties of merchantability, title, suitability to task, non-infringement, compatibility, security, and accuracy. The ESPPRA furthermore disclaims any warranty towards the accuracy, correctness, reliability, and timeliness of the publishing of content. Furthermore, no warranty, expressed or implied, is given this tender document is free of viruses, trojans, bombs, time-locks or any other data or code which have the ability to corrupt or affect the operation of any computer system it is used on. The ESPPRA cannot accept any responsibility for any loss, disruption, or damage to any of your data or computer system which may occur whilst using this tender document.



- The unit price of each vehicle type with all the specifications listed in the technical submission as well as licensing and registration fees (**VAT incl.**)
- The total price of the total number of units required per vehicle type specified in the tender documents (**VAT incl.**)

The financial evaluation of the bids will follow the following process:

- The evaluation team will review the financial bids and determine the evaluation price for each submission.
- The submitted bids will be ranked according to the lowest. The lowest bid will be the highest ranked and will be recommended for award.

Disclaimer

This tender document and the information contained therein is provided "as is" and the Eswatini Public Procurement Regulatory Agency (ESPPRA) makes no express or implied representations or warranties with regard thereto. Portions of the information may be incorrect or not current. Any person or entity that relies on any information obtained from this tender document does so at own risk. The ESPPRA expressly disclaims all implied warranties, including, without limitation, warranties of merchantability, title, suitability to task, non-infringement, compatibility, security, and accuracy. The ESPPRA furthermore disclaims any warranty towards the accuracy, correctness, reliability, and timeliness of the publishing of content. Furthermore, no warranty, expressed or implied, is given this tender document is free of viruses, trojans, bombs, time-locks or any other data or code which have the ability to corrupt or affect the operation of any computer system it is used on. The ESPPRA cannot accept any responsibility for any loss, disruption, or damage to any of your data or computer system which may occur whilst using this tender document.



Section IV. Tender Forms

Instructions for Completing the Tender Forms

The Tenderer shall fill in and complete all the blank spaces in the Tender Forms in accordance with the instructions for each form indicated below. The Tenderer shall note that the forms included here are for guidance purposes only and that the Tenderer shall prepare its Tender using the corresponding blank forms.

Disclaimer

This tender document and the information contained therein is provided "as is" and the Eswatini Public Procurement Regulatory Agency (ESPPRA) makes no express or implied representations or warranties with regard thereto. Portions of the information may be incorrect or not current. Any person or entity that relies on any information obtained from this tender document does so at own risk. The ESPPRA expressly disclaims all implied warranties, including, without limitation, warranties of merchantability, title, suitability to task, non-infringement, compatibility, security, and accuracy. The ESPPRA furthermore disclaims any warranty towards the accuracy, correctness, reliability, and timeliness of the publishing of content. Furthermore, no warranty, expressed or implied, is given this tender document is free of viruses, trojans, bombs, time-locks or any other data or code which have the ability to corrupt or affect the operation of any computer system it is used on. The ESPPRA cannot accept any responsibility for any loss, disruption, or damage to any of your data or computer system which may occur whilst using this tender document.



Tenderer Information Sheet

Date: _____

Invitation for Tender No.: _____

Page _____ of _____ pages

1. Tenderer's Legal Name [insert Tenderer's legal name]
2. In case of JV, legal name of each party: [insert legal name of each party in JV]
3. Tenderer's actual or intended Country of Registration: [insert actual or intended Country of Registration]
4. Tenderer's Year of Registration: [insert Tenderer's year of registration]
5. Tenderer's Legal Address in Country of Registration: [insert Tenderer's legal address in country of registration]
6. Tenderer's Authorized Representative Information Name: [insert Authorized Representative's name] Address: [insert Authorized Representative's Address] Telephone/Fax numbers: [insert Authorized Representative's telephone/fax numbers] Email Address: [insert Authorized Representative's email address]
7. Attached are copies of original documents of: [check the box(es) of the attached original documents] Articles of Incorporation or Registration of firm named in 1, above, in accordance with ITT Sub-Clauses 4.1 and 4.2. <input type="checkbox"/> In case of JV, letter of intent to form JV or JV agreement, in accordance with ITT Sub-Clause 4.1. <input type="checkbox"/> In case of government owned entity from Eswatini, documents establishing legal and financial autonomy and compliance with commercial law, in accordance with ITT Sub-Clause 4.4.

Party to JV Information Sheet

Disclaimer

This tender document and the information contained therein is provided "as is" and the Eswatini Public Procurement Regulatory Agency (ESPPRA) makes no express or implied representations or warranties with regard thereto. Portions of the information may be incorrect or not current. Any person or entity that relies on any information obtained from this tender document does so at own risk. The ESPPRA expressly disclaims all implied warranties, including, without limitation, warranties of merchantability, title, suitability to task, non-infringement, compatibility, security, and accuracy. The ESPPRA furthermore disclaims any warranty towards the accuracy, correctness, reliability, and timeliness of the publishing of content. Furthermore, no warranty, expressed or implied, is given this tender document is free of viruses, trojans, bombs, time-locks or any other data or code which have the ability to corrupt or affect the operation of any computer system it is used on. The ESPPRA cannot accept any responsibility for any loss, disruption, or damage to any of your data or computer system which may occur whilst using this tender document.



Date: _____

Invitation for Tender No.: _____

Page _____ of _____ pages

1. Tenderer's Legal Name: [insert Tenderer's legal name]
2. JV's Party legal name: [insert JV's Party legal name]
3. JV's Party Country of Registration: [insert JV's Party country of registration]
4. JV's Party Year of Registration: [insert JV's Part year of registration]
5. JV's Party Legal Address in Country of Registration: [insert JV's Party legal address in country of registration]
6. JV's Party Authorized Representative Information Name: [insert name of JV's Party authorized representative] Address: [insert address of JV's Party authorized representative] Telephone/Fax numbers: [insert telephone/fax numbers of JV's Party authorized representative] Email Address: [insert email address of JV's Party authorized representative]
7. Attached are copies of original documents of: [check the box(es) of the attached original documents] Articles of Incorporation or Registration of firm named in 1, above, in accordance with ITT Sub-Clauses 4.1 and 4.2. In case of government owned entity from Eswatini, documents establishing legal and financial autonomy and compliance with commercial law, in accordance with ITT Sub-Clause 4.4.

Tender Submission Sheet Form

The Tenderer shall fill in and complete all the blank spaces in the **Tender Submission Sheet** in accordance with the instructions indicated here. No alterations to its format shall be permitted and no substitutions shall be accepted.

Input of Information to be completed by Tenderer

Tender Submission Sheet

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

Invitation for Tender No.: **[insert Tender No]**

Alternative No.: **[insert identification No. if this is a Tender for an alternative]**

To: **[insert complete name of Purchaser]**

Disclaimer

This tender document and the information contained therein is provided "as is" and the Eswatini Public Procurement Regulatory Agency (ESPPRA) makes no express or implied representations or warranties with regard thereto. Portions of the information may be incorrect or not current. Any person or entity that relies on any information obtained from this tender document does so at own risk. The ESPPRA expressly disclaims all implied warranties, including, without limitation, warranties of merchantability, title, suitability to task, non-infringement, compatibility, security, and accuracy. The ESPPRA furthermore disclaims any warranty towards the accuracy, correctness, reliability, and timeliness of the publishing of content. Furthermore, no warranty, expressed or implied, is given this tender document is free of viruses, trojans, bombs, time-locks or any other data or code which have the ability to corrupt or affect the operation of any computer system it is used on. The ESPPRA cannot accept any responsibility for any loss, disruption, or damage to any of your data or computer system which may occur whilst using this tender document.



We, the undersigned, declare that:

- (a) We have examined and have no reservations to the Tender Documents, including Addenda No.: **[insert the number and issuing date of each Addenda]**;
- (b) We offer to supply in conformity with the Tender Documents and in accordance with the site arrival dates specified in the Schedule of Requirements the following Goods and Related Services **[insert a brief description of the Goods and Related Services]**;
- (c) The total price of our Tender, excluding any discounts offered in item (d) below, and including VAT is: **[insert the total Tender price in words and figures, indicating the various amounts and the respective currencies]**;
- (d) The discounts offered and the methodology for their application are:

Discounts. If our Tender is accepted, the following discounts shall apply. **[Specify in detail each discount offered and the specific item of the Schedule of Requirements to which it applies.]**

Methodology of Application of the Discounts. The discounts shall be applied using the following method: **[Specify in detail the method that shall be used to apply the discounts];**

- (e) Our Tender shall be valid for the period of time specified in ITT Sub-Clause 20.1, from the date fixed for the Tender submission deadline in accordance with ITT Sub-Clause 24.1, and it shall remain binding upon us and may be accepted at any time before the expiration of that period;
- (f) If our Tender is accepted, we commit to obtain a performance security in accordance with ITT Clause 44 and GCC Clause 17 for the due performance of the Contract;
- (g) We, including any subcontractors or suppliers for any part of the contract, have nationality from eligible countries **[insert the nationality of the Tenderer, including that of all parties that comprise the Tenderer, if the Tenderer is a JV, and the nationality each subcontractor and supplier]**
- (h) We have no conflict of interest in accordance with ITT Sub-Clause 4.3;
- (i) Our firm, its affiliates or subsidiaries—including any subcontractors or suppliers for any part of the contract—has not been declared ineligible by the Bank, under Eswatini Laws or official regulations, in accordance with ITT Sub-Clause 4.7;
- (j) The following commissions, gratuities, or fees have been paid or are to be paid with respect to the Tendering process or execution of the Contract: **[insert complete name of each Recipient, its full address, the reason for which each commission or gratuity was paid and the amount and currency of each such commission or gratuity]**

Name of recipient	Address	Reason	Amount

Disclaimer

This tender document and the information contained therein is provided "as is" and the Eswatini Public Procurement Regulatory Agency (ESPPRA) makes no express or implied representations or warranties with regard thereto. Portions of the information may be incorrect or not current. Any person or entity that relies on any information obtained from this tender document does so at own risk. The ESPPRA expressly disclaims all implied warranties, including, without limitation, warranties of merchantability, title, suitability to task, non-infringement, compatibility, security, and accuracy. The ESPPRA furthermore disclaims any warranty towards the accuracy, correctness, reliability, and timeliness of the publishing of content. Furthermore, no warranty, expressed or implied, is given this tender document is free of viruses, trojans, bombs, time-locks or any other data or code which have the ability to corrupt or affect the operation of any computer system it is used on. The ESPPRA cannot accept any responsibility for any loss, disruption, or damage to any of your data or computer system which may occur whilst using this tender document.



(If none has been paid or is to be paid, indicate “none.”)

- (k) We understand that this Tender, together with your written acceptance thereof included in your notification of award, shall constitute a binding contract between us, until a formal contract is prepared and executed.
- (l) We understand that you are not bound to accept the lowest evaluated Tender or any other Tender that you may receive.

Signed: **[insert signature of person whose name and capacity are shown]** In the capacity of **[insert legal capacity of person signing the Tender Security]**

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

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

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

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.

Input of Information to be completed by Tenderer

Manufacturer’s Authorization

Date: **[insert date (as day, month and year) of Tender Submission]** Invitation for Tender No: **[insert Tender No]**

To: **[insert complete name of Purchaser]**

WHEREAS

I.

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 Invitation for Tenders indicated above, the

Disclaimer

This tender document and the information contained therein is provided "as is" and the Eswatini Public Procurement Regulatory Agency (ESPPRA) makes no express or implied representations or warranties with regard thereto. Portions of the information may be incorrect or not current. Any person or entity that relies on any information obtained from this tender document does so at own risk. The ESPPRA expressly disclaims all implied warranties, including, without limitation, warranties of merchantability, title, suitability to task, non-infringement, compatibility, security, and accuracy. The ESPPRA furthermore disclaims any warranty towards the accuracy, correctness, reliability, and timeliness of the publishing of content. Furthermore, no warranty, expressed or implied, is given this tender document is free of viruses, trojans, bombs, time-locks or any other data or code which have the ability to corrupt or affect the operation of any computer system it is used on. The ESPPRA cannot accept any responsibility for any loss, disruption, or damage to any of your data or computer system which may occur whilst using this tender document.



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 Invitation for Tenders.

II.

[insert complete name of person] [insert legal capacity of person Name
___signing the authorization] In the Capacity of ___ signing the authorization] G.
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].

Note: 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.

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]

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

**To: The Principal Secretary
Ministry of Agriculture
P.O. Box 162
Mbabane
Eswatini**

Dear Sir,

RE: Tender Reference – EADF02/ 2023-24

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

Disclaimer

This tender document and the information contained therein is provided "as is" and the Eswatini Public Procurement Regulatory Agency (ESPPRA) makes no express or implied representations or warranties with regard thereto. Portions of the information may be incorrect or not current. Any person or entity that relies on any information obtained from this tender document does so at own risk. The ESPPRA expressly disclaims all implied warranties, including, without limitation, warranties of merchantability, title, suitability to task, non-infringement, compatibility, security, and accuracy. The ESPPRA furthermore disclaims any warranty towards the accuracy, correctness, reliability, and timeliness of the publishing of content. Furthermore, no warranty, expressed or implied, is given this tender document is free of viruses, trojans, bombs, time-locks or any other data or code which have the ability to corrupt or affect the operation of any computer system it is used on. The ESPPRA cannot accept any responsibility for any loss, disruption, or damage to any of your data or computer system which may occur whilst using this tender document.



- (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.

Authorized Signature:

Date:

Form For Tender Bond

(Name and Address of Tenderer)

submitted a Tender for **EADF 02 of 2023/24 Supply and Delivery of Motor Vehicles**

AND WHEREAS the said Tenderer has undertaken to abide by his Tender so submitted for a period of one hundred and twenty (120) calendar days from the date of submission hereinabove stated, or such other period as may mutually be agreed between Eswatini Agriculture Development Fund, represented by the Principal Secretary and the Tenderer, and notified to us by the Eswatini Agriculture Development Fund.

NOW

(Name and Address of registered Financial Institution) hereby guarantee and undertake to pay to the account of the Eswatini Agriculture Development Fund on first demand in writing and without reference to the Tenderer the sum of Eighty Eight Thousand Emalangi (E88,000.00) or equivalent foreign currency.

PROVIDED THAT

- a) This Tender Bond remains valid, and

Disclaimer

This tender document and the information contained therein is provided "as is" and the Eswatini Public Procurement Regulatory Agency (ESPPRA) makes no express or implied representations or warranties with regard thereto. Portions of the information may be incorrect or not current. Any person or entity that relies on any information obtained from this tender document does so at own risk. The ESPPRA expressly disclaims all implied warranties, including, without limitation, warranties of merchantability, title, suitability to task, non-infringement, compatibility, security, and accuracy. The ESPPRA furthermore disclaims any warranty towards the accuracy, correctness, reliability, and timeliness of the publishing of content. Furthermore, no warranty, expressed or implied, is given this tender document is free of viruses, trojans, bombs, time-locks or any other data or code which have the ability to corrupt or affect the operation of any computer system it is used on. The ESPPRA cannot accept any responsibility for any loss, disruption, or damage to any of your data or computer system which may occur whilst using this tender document.



b) The Eswatini Agriculture Development Fund declares in writing that the Tenderer has failed to abide by his/her undertaking that the Tender shall remain open for acceptance within the specified period or that the Tenderer is unwilling for some reason (which shall be clearly stated) to abide by his/her Tender or enter into a contract agreement with the Eswatini Agriculture Development Fund for

EADF 02 of 2023/24 SUPPLY AND DELIVERY OF MOTOR VEHICLES (Calculated as one hundred and twenty (120) calendar days from the date of submission of the said Tender) and will be extended upon written application by the Eswatini Agriculture Development Fund at least one (1) working day in advance of the last date of validity.

(Authorised Signature)

(Date)

(Name of Signatory)

(Seal/Stamp of Financial Institution)

(Position of Signatory)

Price and Completion Schedule - Related Services

Disclaimer

This tender document and the information contained therein is provided "as is" and the Eswatini Public Procurement Regulatory Agency (ESPPRA) makes no express or implied representations or warranties with regard thereto. Portions of the information may be incorrect or not current. Any person or entity that relies on any information obtained from this tender document does so at own risk. The ESPPRA expressly disclaims all implied warranties, including, without limitation, warranties of merchantability, title, suitability to task, non-infringement, compatibility, security, and accuracy. The ESPPRA furthermore disclaims any warranty towards the accuracy, correctness, reliability, and timeliness of the publishing of content. Furthermore, no warranty, expressed or implied, is given this tender document is free of viruses, trojans, bombs, time-locks or any other data or code which have the ability to corrupt or affect the operation of any computer system it is used on. The ESPPRA cannot accept any responsibility for any loss, disruption, or damage to any of your data or computer system which may occur whilst using this tender document.



Currencies (Lilangeni)

Date: _____

RFT 07: _____

Alternative No: _____

Page NO _____ of _____

1	2	3	4	5	6	7
Service NO	Description of Goods	Service Centre	Delivery Date at place of Final destination	Quantity	Unit price	Total Price per Service (Col. 5*6 or estimate)
<i>[insert number of the Service]</i>	<i>[insert name of Services]</i>	<i>[insert country of origin of the Services]</i>	<i>[insert delivery date at place of final destination per Service]</i>	<i>[insert number of units to be supplied]</i>	<i>[insert unit price per item]</i>	<i>[insert total price per item]</i>
Total Bid Price						

Name of Bidder *[insert complete name of Bidder]* Signature of Bidder *[signature of person signing the Bid]* Date *[insert*

PART 2 – Supply Requirements

Disclaimer

This tender document and the information contained therein is provided "as is" and the Eswatini Public Procurement Regulatory Agency (ESPPRA) makes no express or implied representations or warranties with regard thereto. Portions of the information may be incorrect or not current. Any person or entity that relies on any information obtained from this tender document does so at own risk. The ESPPRA expressly disclaims all implied warranties, including, without limitation, warranties of merchantability, title, suitability to task, non-infringement, compatibility, security, and accuracy. The ESPPRA furthermore disclaims any warranty towards the accuracy, correctness, reliability, and timeliness of the publishing of content. Furthermore, no warranty, expressed or implied, is given this tender document is free of viruses, trojans, bombs, time-locks or any other data or code which have the ability to corrupt or affect the operation of any computer system it is used on. The ESPPRA cannot accept any responsibility for any loss, disruption, or damage to any of your data or computer system which may occur whilst using this tender document.



Section V. Schedule of Requirements

The delivery schedule expressed as 30 days stipulates hereafter a delivery date which is the date of delivery to the destination when the contract is placed on **DDP – EADF** terms. Supply and delivery of six (6) new vehicles units for Eswatini Agriculture Development Fund in the Ministry of Agriculture Head Quarters in Mbabane, these includes.

Lot No.	QTY	Description
A	1	Sedan, four doors , 1.5/1.8 Litre engine capacity
B	1	Van Double Cab, 2.4/3.0 Litre engine capacity
C	4	Van Double Cab , 1.9/2.5 Litre engine capacity

Suppliers are allowed to tender for more than one (1) Lot.

LOT A: SEDAN LIGHT DUTY SPECIFICATION (1)

Feature/ Attribute	Minimum Required Specification	Mandatory (M) or Desirable (D)	Specification Offered by Supplier
Type of vehicle	Sedan (right hand drive configuration)	D	
Ground Clearance	Not less than 220mm	M	
Wheels and tyres and size	Not less than 15 inch	M	
Drive train	Four-wheel drive	M	
Year of Manufacture	2023 or newer	M	
Type of fuel	Petrol/Diesel	M	
Engine	<ul style="list-style-type: none"> Size: 1.5L – 1.8L 	M	
Transmission	<ul style="list-style-type: none"> Automatic transmission, floor mounted gear stick Six forward gears plus reverse Traction control, optional 	M	
Fuel tank Capacity	<ul style="list-style-type: none"> At least 50 litres 	M	
Airbags	<ul style="list-style-type: none"> At least 2 airbags 	M	
Number of Passengers	<ul style="list-style-type: none"> Not less than 4 including the driver 	M	
Windows	<ul style="list-style-type: none"> Electronic 	D	
Security	<ul style="list-style-type: none"> Alarm system, immobilizer 	D	
Brakes	<ul style="list-style-type: none"> ABS braking system 	D	

Disclaimer

This tender document and the information contained therein is provided "as is" and the Eswatini Public Procurement Regulatory Agency (ESPPRA) makes no express or implied representations or warranties with regard thereto. Portions of the information may be incorrect or not current. Any person or entity that relies on any information obtained from this tender document does so at own risk. The ESPPRA expressly disclaims all implied warranties, including, without limitation, warranties of merchantability, title, suitability to task, non-infringement, compatibility, security, and accuracy. The ESPPRA furthermore disclaims any warranty towards the accuracy, correctness, reliability, and timeliness of the publishing of content. Furthermore, no warranty, expressed or implied, is given this tender document is free of viruses, trojans, bombs, time-locks or any other data or code which have the ability to corrupt or affect the operation of any computer system it is used on. The ESPPRA cannot accept any responsibility for any loss, disruption, or damage to any of your data or computer system which may occur whilst using this tender document.



Additional features	<ul style="list-style-type: none"> • Power steering • Safety belts with warning buzzers • Lockable glove box • Air conditioning • First Aid kit • Colour – standard white 	M	
Miscellaneous equipment	<ul style="list-style-type: none"> • Fitted with sound system with bluetooth connectivity • Manufacturers approved jack and tool kit • Two reflector warning triangles • Owner’s manual in English language • One full size spare wheel and trye secured by a lockable device outside the vehicle 	M	
Warranty and Services Plan	<ul style="list-style-type: none"> • Full warranty with a minimum of 60 months or 120,000kms • Free service for the duration of service plan or kilometres 	M	
References	Not less than 3 trade references where similar project has been done.	M	
Brochure	This will be used to double check the offered specifications	M	

LOT B: DOUBLE CAB VAN SPECIFICATION (1)

Feature/ Attribute	Minimum Required Specification	Mandatory (M) or Desirable (D)	Specification Offered by Supplier
Type of vehicle	4x4 Double Cab Van (right hand drive configuration)	D	
Seating capacity	At least 4 seating configurations, with front adjustable seats.	M	
Ground Clearance	Not less than 230mm	M	
Body colour	White/ other standard color	M	
Wheels and tyres and size	Not less than 16 inch	M	
Drive train	Four-wheel drive	M	

Disclaimer

This tender document and the information contained therein is provided "as is" and the Eswatini Public Procurement Regulatory Agency (ESPPRA) makes no express or implied representations or warranties with regard thereto. Portions of the information may be incorrect or not current. Any person or entity that relies on any information obtained from this tender document does so at own risk. The ESPPRA expressly disclaims all implied warranties, including, without limitation, warranties of merchantability, title, suitability to task, non-infringement, compatibility, security, and accuracy. The ESPPRA furthermore disclaims any warranty towards the accuracy, correctness, reliability, and timeliness of the publishing of content. Furthermore, no warranty, expressed or implied, is given this tender document is free of viruses, trojans, bombs, time-locks or any other data or code which have the ability to corrupt or affect the operation of any computer system it is used on. The ESPPRA cannot accept any responsibility for any loss, disruption, or damage to any of your data or computer system which may occur whilst using this tender document.



Year of Manufacture	2023 or newer model	M	
Type of fuel	Diesel	M	
Engine	<ul style="list-style-type: none"> Capacity between 2400cc and 3000cc <ul style="list-style-type: none"> Turbo diesel 4-cylinder engine, maximum power output not less than 120 Kw, maximum torque output not less than 400 Nm 	M	
Transmission	<ul style="list-style-type: none"> Four-wheel drive with a Diff Lock (4x4) <ul style="list-style-type: none"> Automatic transmission, floor mounted gear stick Six forward gears plus reverse 	M	
Fuel tank Capacity	<ul style="list-style-type: none"> Not less than 60 Litres Most fuel-efficient vehicle. 	M	
Lights	<ul style="list-style-type: none"> Besides the usual normal vehicle light requisites, vehicles must be equipped with fog lights 	M	
Airbags	<ul style="list-style-type: none"> Dual front airbags (driver and passenger), Adjustable front and rear safety belts 	M	
Tyres	<ul style="list-style-type: none"> Tyres and Rims: not less than 15-inch steel rims 	M	
Windows	<ul style="list-style-type: none"> Electronic 	M	
Security	<ul style="list-style-type: none"> Alarm system, immobilizer Central lock 	M	
12. Health and safety	<ul style="list-style-type: none"> Vehicles to be equipped with first aid kits and conveniently mounted 1kg DCP fire extinguishers 	M	
Brakes	<ul style="list-style-type: none"> Anti-locking Braking System (ABS), Front discs and brake pads, rear drums, and brake linings 	M	
Additional features	<ul style="list-style-type: none"> Power steering, height adjustable 		

Disclaimer

This tender document and the information contained therein is provided "as is" and the Eswatini Public Procurement Regulatory Agency (ESPPRA) makes no express or implied representations or warranties with regard thereto. Portions of the information may be incorrect or not current. Any person or entity that relies on any information obtained from this tender document does so at own risk. The ESPPRA expressly disclaims all implied warranties, including, without limitation, warranties of merchantability, title, suitability to task, non-infringement, compatibility, security, and accuracy. The ESPPRA furthermore disclaims any warranty towards the accuracy, correctness, reliability, and timeliness of the publishing of content. Furthermore, no warranty, expressed or implied, is given this tender document is free of viruses, trojans, bombs, time-locks or any other data or code which have the ability to corrupt or affect the operation of any computer system it is used on. The ESPPRA cannot accept any responsibility for any loss, disruption, or damage to any of your data or computer system which may occur whilst using this tender document.



	<ul style="list-style-type: none"> steering • Safety belts with warning buzzers • Lockable glove box • Air conditioning • First Aid kit • Roll bar • Nudge bar • Rear step and tow bar • Colour – standard white • Fitted with tonneau cover • Vinyl flooring with floor mats • AM/FM radio • Double-tube steel rear step bumper 	D	
Miscellaneous equipment	<ul style="list-style-type: none"> • Fitted with sound system with Bluetooth connectivity. • Manufacturers approved jack and tool kit • Two reflector warning triangles • Owner’s manual in English language • One full size spare wheel and trye secured by a lockable device outside the vehicle 	M	
Warranty and Services Plan	<ul style="list-style-type: none"> • Full warranty with a minimum of 36 months or 120,000kms • Free service for the duration of service plan or kilometres • Service Interval: minimum 10000km 	M	
References	<ul style="list-style-type: none"> • Not less than 3 trade references where similar project has been done. 	M	
Brochure	<ul style="list-style-type: none"> • This will be used to double check the offered specifications 	M	

Disclaimer

This tender document and the information contained therein is provided "as is" and the Eswatini Public Procurement Regulatory Agency (ESPPRA) makes no express or implied representations or warranties with regard thereto. Portions of the information may be incorrect or not current. Any person or entity that relies on any information obtained from this tender document does so at own risk. The ESPPRA expressly disclaims all implied warranties, including, without limitation, warranties of merchantability, title, suitability to task, non-infringement, compatibility, security, and accuracy. The ESPPRA furthermore disclaims any warranty towards the accuracy, correctness, reliability, and timeliness of the publishing of content. Furthermore, no warranty, expressed or implied, is given this tender document is free of viruses, trojans, bombs, time-locks or any other data or code which have the ability to corrupt or affect the operation of any computer system it is used on. The ESPPRA cannot accept any responsibility for any loss, disruption, or damage to any of your data or computer system which may occur whilst using this tender document.



LOT C: DOUBLE CAB VAN SPECIFICATION (4)

Feature/ Attribute	Minimum Required Specification	Mandatory (M) or Desirable (D)	Specification Offered by Supplier
Type of vehicle	4x4 Double Cab Van (right hand drive configuration)	D	
Seating capacity	At least 4 seating configurations, with front adjustable seats.	M	
Ground Clearance	Not less than 220mm	M	
Body colour	White/ other standard color	M	
Wheels and tyres and size	Not less than 16 inch	M	
Drive train	Four-wheel drive	M	
Year of Manufacture	2023 or newer model	M	
Type of fuel	Diesel	M	
Engine	<ul style="list-style-type: none"> Capacity between 1900cc and 2500cc <ul style="list-style-type: none"> Turbo diesel 4-cylinder engine, maximum power output not less than 110 Kw, maximum torque output not less than 350 Nm 	M	
Transmission	<ul style="list-style-type: none"> Four-wheel drive with a Diff Lock (4x4) <ul style="list-style-type: none"> Automatic transmission, floor mounted gear stick Six forward gears plus reverse 	D	
Fuel tank Capacity	<ul style="list-style-type: none"> Not less than 60 Litres Most fuel-efficient vehicle. 	M	
Lights	<ul style="list-style-type: none"> Besides the usual normal vehicle light requisites, vehicles must be equipped with fog lights 	M	
Airbags	<ul style="list-style-type: none"> Dual front airbags (driver and passenger), Adjustable front and rear safety belts 	M	
Tyres	<ul style="list-style-type: none"> Tyres and Rims: not less than 15-inch steel rims 	M	
Windows	<ul style="list-style-type: none"> Electronic 	M	

Disclaimer

This tender document and the information contained therein is provided "as is" and the Eswatini Public Procurement Regulatory Agency (ESPPRA) makes no express or implied representations or warranties with regard thereto. Portions of the information may be incorrect or not current. Any person or entity that relies on any information obtained from this tender document does so at own risk. The ESPPRA expressly disclaims all implied warranties, including, without limitation, warranties of merchantability, title, suitability to task, non-infringement, compatibility, security, and accuracy. The ESPPRA furthermore disclaims any warranty towards the accuracy, correctness, reliability, and timeliness of the publishing of content. Furthermore, no warranty, expressed or implied, is given this tender document is free of viruses, trojans, bombs, time-locks or any other data or code which have the ability to corrupt or affect the operation of any computer system it is used on. The ESPPRA cannot accept any responsibility for any loss, disruption, or damage to any of your data or computer system which may occur whilst using this tender document.



Security	<ul style="list-style-type: none"> • Alarm system, immobilizer • Central lock 	M	
12. Health and safety	<ul style="list-style-type: none"> • Vehicles to be equipped with first aid kits and conveniently mounted 1kg DCP fire extinguishers 	M	
Brakes	<ul style="list-style-type: none"> • Anti-locking Braking System (ABS), Front discs and brake pads, rear drums, and brake linings 	M	
Additional features	<ul style="list-style-type: none"> • Power steering, height adjustable steering • Safety belts with warning buzzers • Lockable glove box • Air conditioning • First Aid kit • Roll bar • Nudge bar • Rear step and tow bar • Colour – standard white • Fitted with tonneau cover • Vinyl flooring with floor mats • AM/FM radio • Double-tube steel rear step bumper 	D	
Miscellaneous equipment	<ul style="list-style-type: none"> • Fitted with sound system with Bluetooth connectivity. • Manufacturers approved jack and tool kit • Two reflector warning triangles • Owner’s manual in English language • One full size spare wheel and tyre secured by a lockable device outside the vehicle 	M	
Warranty and Services Plan	<ul style="list-style-type: none"> • Full warranty with a minimum of 36 months or 120,000kms • Free service for the duration of service plan or kilometres • Service Interval: minimum 10000km 	M	
References	<ul style="list-style-type: none"> • Not less than 3 trade references where similar project has been done. 	M	
Brochure	<ul style="list-style-type: none"> • This will be used to double check the 		

Disclaimer

This tender document and the information contained therein is provided "as is" and the Eswatini Public Procurement Regulatory Agency (ESPPRA) makes no express or implied representations or warranties with regard thereto. Portions of the information may be incorrect or not current. Any person or entity that relies on any information obtained from this tender document does so at own risk. The ESPPRA expressly disclaims all implied warranties, including, without limitation, warranties of merchantability, title, suitability to task, non-infringement, compatibility, security, and accuracy. The ESPPRA furthermore disclaims any warranty towards the accuracy, correctness, reliability, and timeliness of the publishing of content. Furthermore, no warranty, expressed or implied, is given this tender document is free of viruses, trojans, bombs, time-locks or any other data or code which have the ability to corrupt or affect the operation of any computer system it is used on. The ESPPRA cannot accept any responsibility for any loss, disruption, or damage to any of your data or computer system which may occur whilst using this tender document.



	offered specifications	M	
--	------------------------	---	--

PART 3 - Contract

Section VI. General Conditions of Contract

Table of Clauses

1. Definitions.....	53
2. Contract Documents.....	54
3. Corrupt Practices	54
4. Interpretation	55
5. Language	55
6. Joint Venture, Consortium or Association	57

Disclaimer

This tender document and the information contained therein is provided "as is" and the Eswatini Public Procurement Regulatory Agency (ESPPRA) makes no express or implied representations or warranties with regard thereto. Portions of the information may be incorrect or not current. Any person or entity that relies on any information obtained from this tender document does so at own risk. The ESPPRA expressly disclaims all implied warranties, including, without limitation, warranties of merchantability, title, suitability to task, non-infringement, compatibility, security, and accuracy. The ESPPRA furthermore disclaims any warranty towards the accuracy, correctness, reliability, and timeliness of the publishing of content. Furthermore, no warranty, expressed or implied, is given this tender document is free of viruses, trojans, bombs, time-locks or any other data or code which have the ability to corrupt or affect the operation of any computer system it is used on. The ESPPRA cannot accept any responsibility for any loss, disruption, or damage to any of your data or computer system which may occur whilst using this tender document.



7. Eligibility	57
8. Notices	57
9. Governing Law	57
10. Settlement of Disputes	57
11. Scope of Supply	57
12. Delivery and Document.....	57
13. Supplier’s Responsibilities	58
14. Contract Price	58
15. Terms of Payment	58
16. Taxes and Duties	58
17. Performance Security	58
18. Copyright	59
19. Confidential Information	59
20. Subcontracting	60
21. Specifications and Standards	60
22. Packing and Documents	60
23. Insurance	60
24. Transportation	61
25. Inspections and Tests	61
26. Liquidated Damages	62
27. Warranty	62
28. Patent Indemnity	62
29. Limitation of Liability	63
30. Change in Laws and Regulations.....	63
31. Force Majeure	64

Disclaimer

This tender document and the information contained therein is provided "as is" and the Eswatini Public Procurement Regulatory Agency (ESPPRA) makes no express or implied representations or warranties with regard thereto. Portions of the information may be incorrect or not current. Any person or entity that relies on any information obtained from this tender document does so at own risk. The ESPPRA expressly disclaims all implied warranties, including, without limitation, warranties of merchantability, title, suitability to task, non-infringement, compatibility, security, and accuracy. The ESPPRA furthermore disclaims any warranty towards the accuracy, correctness, reliability, and timeliness of the publishing of content. Furthermore, no warranty, expressed or implied, is given this tender document is free of viruses, trojans, bombs, time-locks or any other data or code which have the ability to corrupt or affect the operation of any computer system it is used on. The ESPPRA cannot accept any responsibility for any loss, disruption, or damage to any of your data or computer system which may occur whilst using this tender document.



32. Change Orders and Contract Amendments.....	64
33. Extensions of Time	65
34. Termination	65
35. Assignment	66

Section VII. General Conditions of Contract

1. Definitions

1.1 The following words and expressions shall have the meanings hereby assigned to them:

- (a) “Contract” means the Agreement entered into between the Purchaser and the Supplier, together with the Contract Documents referred to therein, including all attachments, appendices, and all documents incorporated by reference therein.
- (b) “Contract Documents” means the documents listed in the Agreement, including any amendments thereto.
- (c) “Contract Price” means the price payable to the Supplier as specified in the Agreement, subject to such additions and adjustments thereto or deductions therefrom, as may be made pursuant to the Contract.
- (d) “Day” means calendar day.
- (e) “Delivery” means the transfer of ownership of the Goods from the Supplier to the Purchaser in accordance with the terms and conditions set forth in the Contract.
- (f) “Completion” means the fulfillment of the Related Services by the Supplier in accordance with the terms and conditions set forth in the Contract.
- (g) “Eligible Countries” means the countries and territories eligible as listed in Section V.
- (h) “GCC” means the General Conditions of Contract.
- (i) “Goods” means all of the commodities, raw material, machinery and equipment, and/or other materials that the Supplier is required to supply to the Purchaser under the Contract.
- (j) “Purchaser” means the entity purchasing the Goods and Related Services, as specified in the SCC.
- (k) “Related Services” means the services incidental to the supply of the goods, such as insurance, installation, training and initial maintenance and other similar obligations of the Supplier under the Contract.

Disclaimer

This tender document and the information contained therein is provided "as is" and the Eswatini Public Procurement Regulatory Agency (ESPPRA) makes no express or implied representations or warranties with regard thereto. Portions of the information may be incorrect or not current. Any person or entity that relies on any information obtained from this tender document does so at own risk. The ESPPRA expressly disclaims all implied warranties, including, without limitation, warranties of merchantability, title, suitability to task, non-infringement, compatibility, security, and accuracy. The ESPPRA furthermore disclaims any warranty towards the accuracy, correctness, reliability, and timeliness of the publishing of content. Furthermore, no warranty, expressed or implied, is given this tender document is free of viruses, trojans, bombs, time-locks or any other data or code which have the ability to corrupt or affect the operation of any computer system it is used on. The ESPPRA cannot accept any responsibility for any loss, disruption, or damage to any of your data or computer system which may occur whilst using this tender document.



- (l) “SCC” means the Special Conditions of Contract.
- (m) “Subcontractor” means any natural person, private or government entity, or a combination of the above, including its legal successors or permitted assigns, to whom any part of the Goods to be supplied or execution of any part of the Related Services is subcontracted by the Supplier.
- (n) “Supplier” means the natural person, private or government entity, or a combination of the above, whose Tender to perform the Contract has been accepted by the Purchaser and is named as such in the Agreement, and includes the legal successors or permitted assigns of the Supplier.
- (o) “The Site,” where applicable, means the place named in the SCC.

2. Contract Documents

2.1 Subject to the order of precedence set forth in the Agreement, all documents forming the Contract (and all parts thereof) are intended to be correlative, complementary, and mutually explanatory.

3. Corrupt Practices

3.1 The Government of Eswatini (GoE) requires that all Procurement Entities as well as Tenderers, Suppliers, Contractors and Consultants participating in contracts financed from the public funds of the Government of Eswatini, adhere to the highest ethical standards, both during the tendering process and throughout the execution of such contracts. The list of definitions set forth below involves the most common types of corrupt practices but is not exhaustive. For this reason, the Public Procurement Board will also consider claims of similar nature involving alleged acts of corruption, in accordance with the established procedure.

- (a). “Bribery” means the act of unduly offering, giving, receiving or soliciting anything of value to influence the process of procuring goods or services, selecting consultants, or executing contracts.
- (b). “Extortion” or “Coercion” means the act attempting to influence the process of procuring goods or services, selecting consultants, or executing contracts by means of threats of injury to person, property or reputation.
- (c) “Fraud” means the misrepresentation of information or facts for the purpose of influencing the process of procuring goods or services, selecting consultants, or executing contracts, to the detriment of the Procurement Entity/Purchaser or other participants.
- (d). “Collusion” is an agreement between tenderers designed to result in tenders at artificial prices that are not competitive.

3.2 If, in accordance with the administrative procedures of the Public Procurement Board, it is demonstrated that a government/public official, or anyone acting on his or her behalf, and/or a Tenderer in a procurement process or supplier/contractor during the execution of the contract carried out in connection with a project financed from the public funds of the Government of Eswatini has committed corrupt practices, the Public Procurement Board or the appropriate Tender Board will:

- (a) reject a proposal to award a contract in connection with the respective procurement process; and/or

Disclaimer

This tender document and the information contained therein is provided "as is" and the Eswatini Public Procurement Regulatory Agency (ESPPRA) makes no express or implied representations or warranties with regard thereto. Portions of the information may be incorrect or not current. Any person or entity that relies on any information obtained from this tender document does so at own risk. The ESPPRA expressly disclaims all implied warranties, including, without limitation, warranties of merchantability, title, suitability to task, non-infringement, compatibility, security, and accuracy. The ESPPRA furthermore disclaims any warranty towards the accuracy, correctness, reliability, and timeliness of the publishing of content. Furthermore, no warranty, expressed or implied, is given this tender document is free of viruses, trojans, bombs, time-locks or any other data or code which have the ability to corrupt or affect the operation of any computer system it is used on. The ESPPRA cannot accept any responsibility for any loss, disruption, or damage to any of your data or computer system which may occur whilst using this tender document.



(b) declare a firm and/or its personnel directly involved in corrupt practices, temporarily or permanently ineligible to be awarded future contracts financed from the public funds of the Government of Eswatini.

3.3 The Tenderer shall 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 tendering process or execution of the contract. The information disclosed must include at the name and address of the agent, representative, or commission agent, the amount and currency, and the purpose of the commission or fee. The information must be included in the Tender Submission Sheet. Furthermore, Tenderers shall be aware of the provision stated in Sub-Clause 3.2 and Sub-Clause 35.1 (c) of the General Conditions of Contract.

3.4 Any communications between the Tenderer and the Purchaser related to matters of alleged fraud or corruption must be made in writing

4. Interpretation

4.1 If the context so requires it, singular means plural and vice versa.

(a) Unless otherwise specified in the SCC, the meaning of any trade term and the rights and obligations of parties thereunder shall be as prescribed by Incoterms.

(b) The terms EXW, FOB, FCA, CIF, CIP, and other similar terms, when used, shall be governed by the rules prescribed in the current edition of Incoterms, published by the International Chamber of Commerce at the date of the Invitation for Tenders or as specified in the SCC.

4.3 Entire Agreement

The Contract constitutes the entire agreement between the Purchaser and the Supplier and supersedes all communications, negotiations and agreements (whether written or oral) of parties with respect thereto made prior to the date of Contract.

4.4 Amendment

No amendment or other variation of the Contract shall be valid unless it is in writing, is dated, expressly refers to the Contract, and is signed by a duly authorized representative of each party thereto.

4.5 Nonwaiver

(a) Subject to GCC Sub-Clause 4.5(b) below, no relaxation, forbearance, delay, or indulgence by either party in enforcing any of the terms and conditions of the Contract or the granting of time by either party to the other shall prejudice, affect, or restrict the rights of that party under the Contract, neither shall any waiver by either party of any breach of Contract operate as waiver of any subsequent or continuing breach of Contract.

(b) Any waiver of a party's rights, powers, or remedies under the Contract must be in writing, dated, and signed by an authorized representative of the party granting such waiver, and must specify the right and the extent to which it is being waived.

4.6 Severability

Disclaimer

This tender document and the information contained therein is provided "as is" and the Eswatini Public Procurement Regulatory Agency (ESPPRA) makes no express or implied representations or warranties with regard thereto. Portions of the information may be incorrect or not current. Any person or entity that relies on any information obtained from this tender document does so at own risk. The ESPPRA expressly disclaims all implied warranties, including, without limitation, warranties of merchantability, title, suitability to task, non-infringement, compatibility, security, and accuracy. The ESPPRA furthermore disclaims any warranty towards the accuracy, correctness, reliability, and timeliness of the publishing of content. Furthermore, no warranty, expressed or implied, is given this tender document is free of viruses, trojans, bombs, time-locks or any other data or code which have the ability to corrupt or affect the operation of any computer system it is used on. The ESPPRA cannot accept any responsibility for any loss, disruption, or damage to any of your data or computer system which may occur whilst using this tender document.



If any provision or condition of the Contract is prohibited or rendered invalid or unenforceable, such prohibition, invalidity or unenforceability shall not affect the validity or enforceability of any other provisions and conditions of the Contract.

5. Language

5.1 The Contract as well as all correspondence and documents relating to the Contract exchanged by the Supplier and the Purchaser, shall be written in the language specified in the SCC. Supporting documents and printed literature that are part of the Contract may be in another language provided they are accompanied by an accurate translation of the relevant passages in the language specified in the SCC, in which case, for purposes of interpretation of the Contract, this translation shall govern.

5.2 The Supplier shall bear all costs of translation to the governing language and all risks of the accuracy of such translation.

6. Joint Venture, Association

6.1 If the Supplier is a joint venture, consortium, or association, all of the parties shall be jointly and severally liable to the Purchaser for the fulfillment of the provisions of the **Consortium** Contract and shall designate one party to act as a leader with authority to bind the joint **or** venture, consortium, or association. The composition or the constitution of the joint venture, consortium, or association shall not be altered without the prior consent of the Purchaser.

7. Eligibility

7.1 The Supplier and its Subcontractors shall have the nationality of an eligible country, in accordance with Section V, Eligible Countries. A Supplier or Subcontractor shall be deemed to have the nationality of a country if it is a citizen or constituted, incorporated, or registered, and operates in conformity with the provisions of the laws of that country.

7.2 All Goods and Related Services to be supplied under the Contract and financed from the public funds of the Government of Eswatini shall have their origin in Eligible Countries.

7.3 For the purpose of this Clause, origin means the country where the goods have been grown, mined, cultivated, produced, manufactured, or processed; or through manufacture, processing, or assembly, another commercially recognized article results that differs substantially in its basic characteristics from its imported components

8 Notices

8.1 Any notice given by one party to the other pursuant to the Contract shall be in writing to the address specified in the SCC. The term “in writing” means communicated in written form with proof of receipt.

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

9 Governing Law

9.1 The Contract shall be governed by and interpreted in accordance with the laws of Eswatini, unless otherwise specified in the SCC.

10 Settlement of Disputes

10.1 The Purchaser and the Supplier shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute arising between them under or in connection with the Contract.

Disclaimer

This tender document and the information contained therein is provided "as is" and the Eswatini Public Procurement Regulatory Agency (ESPPRA) makes no express or implied representations or warranties with regard thereto. Portions of the information may be incorrect or not current. Any person or entity that relies on any information obtained from this tender document does so at own risk. The ESPPRA expressly disclaims all implied warranties, including, without limitation, warranties of merchantability, title, suitability to task, non-infringement, compatibility, security, and accuracy. The ESPPRA furthermore disclaims any warranty towards the accuracy, correctness, reliability, and timeliness of the publishing of content. Furthermore, no warranty, expressed or implied, is given this tender document is free of viruses, trojans, bombs, time-locks or any other data or code which have the ability to corrupt or affect the operation of any computer system it is used on. The ESPPRA cannot accept any responsibility for any loss, disruption, or damage to any of your data or computer system which may occur whilst using this tender document.



10.2 If the parties fail to resolve such a dispute or difference by mutual consultation within twenty-eight (28) days from the commencement of such consultation, either party may require that the dispute be referred for resolution to the formal mechanisms specified in the SCC. These mechanisms may include, but are not restricted to, conciliation mediated by a third party, adjudication in an agreed national or international forum, and/or international arbitration.

11 Scope of Supply

11.1 Subject to the SCC, the Goods and Related Services to be supplied shall be as specified in the Schedule of Requirements.

11.2 Unless otherwise stipulated in the Contract, the Supply shall include all such items not specifically mentioned in the Contract but that can be reasonably inferred from the Contract as being required for attaining Delivery and Completion of the Goods and Related Services as if such items were expressly mentioned in the Contract.

12. Delivery and Documents

12.1 Subject to GCC Sub-Clause 32.1, the Delivery of the Goods and Completion of the Related Services shall be in accordance with the Delivery and Completion Schedule specified in the Schedule of Requirements. The details of shipping and other documents to be furnished by the Supplier are specified in the SCC.

13. Supplier's Responsibilities

13.1 The Supplier shall supply all the Goods and Related Services included in the Scope of Supply in accordance with GCC Clause 11, and the Delivery and Completion Schedule, as per GCC Clause 12.

14. Contract Price

14.1 The Contract Price shall be as specified in the Agreement subject to any additions and adjustments thereto, or deductions therefrom, as may be made pursuant to the Contract.

14.2 Prices charged by the Supplier for the Goods delivered and the Related Services performed under the Contract shall not vary from the prices quoted by the Supplier in its Tender, with the exception of any price adjustments authorized in the SCC.

Disclaimer

This tender document and the information contained therein is provided "as is" and the Eswatini Public Procurement Regulatory Agency (ESPPRA) makes no express or implied representations or warranties with regard thereto. Portions of the information may be incorrect or not current. Any person or entity that relies on any information obtained from this tender document does so at own risk. The ESPPRA expressly disclaims all implied warranties, including, without limitation, warranties of merchantability, title, suitability to task, non-infringement, compatibility, security, and accuracy. The ESPPRA furthermore disclaims any warranty towards the accuracy, correctness, reliability, and timeliness of the publishing of content. Furthermore, no warranty, expressed or implied, is given this tender document is free of viruses, trojans, bombs, time-locks or any other data or code which have the ability to corrupt or affect the operation of any computer system it is used on. The ESPPRA cannot accept any responsibility for any loss, disruption, or damage to any of your data or computer system which may occur whilst using this tender document.



15. Terms of Payment

- 15.1 The Contract Price, including any Advance Payments, if applicable, shall be paid as specified in the SCC.
- 15.2 The Supplier's request for payment shall be made to the Purchaser in writing, accompanied by invoices describing, as appropriate, the Goods delivered and Related Services performed, and by the documents submitted pursuant to GCC Clause 12 and upon fulfillment of all the obligations stipulated in the Contract.
- 15.3 Payments shall be made promptly by the Purchaser, no later than sixty (60) days after submission of an invoice or request for payment by the Supplier, and the Purchaser has accepted it.
- 15.4 The currency in which payments shall be made to the Supplier under this Contract shall be those in which the Tender price is expressed.
- 15.5 In the event that the Purchaser fails to pay the Supplier any payment by its respective due date or within the period set forth in the SCC, the Purchaser shall pay to the Supplier interest on the amount of such delayed payment at the rate shown in the SCC, for the period of delay until payment has been made in full, whether before or after judgement or arbitration award.

16. Taxes and Duties

- 16.1 For goods supplied from outside Eswatini, the Supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside Eswatini.

16.2 For goods supplied from within Eswatini, the Supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted Goods to the Purchaser.

16.3 If any tax exemptions, reductions, allowances or privileges may be available to the Supplier in Eswatini, the Purchaser shall use its best efforts to enable the Supplier to benefit from any such tax savings to the maximum allowable extent.

17. Performance Security

17.1 The Supplier shall, within twenty-eight (28) days of the notification of contract award, provide a performance security for the due performance of the Contract in the amount specified in the SCC.

17.2 The proceeds of the performance security shall be payable to the Purchaser as compensation for any loss resulting from the Supplier's failure to complete its obligations under the Contract.

17.3 The performance security shall be denominated in the currency of the Contract, or in a freely convertible currency acceptable to the Purchaser, and shall be in one of the following forms:

- i. a bank guarantee or an irrevocable letter of credit issued by a reputable located in Eswatini or abroad, acceptable to the Purchaser, in using the form included in Section IX Contract Forms; or
- ii. a cashier's certified check.

Disclaimer

This tender document and the information contained therein is provided "as is" and the Eswatini Public Procurement Regulatory Agency (ESPPRA) makes no express or implied representations or warranties with regard thereto. Portions of the information may be incorrect or not current. Any person or entity that relies on any information obtained from this tender document does so at own risk. The ESPPRA expressly disclaims all implied warranties, including, without limitation, warranties of merchantability, title, suitability to task, non-infringement, compatibility, security, and accuracy. The ESPPRA furthermore disclaims any warranty towards the accuracy, correctness, reliability, and timeliness of the publishing of content. Furthermore, no warranty, expressed or implied, is given this tender document is free of viruses, trojans, bombs, time-locks or any other data or code which have the ability to corrupt or affect the operation of any computer system it is used on. The ESPPRA cannot accept any responsibility for any loss, disruption, or damage to any of your data or computer system which may occur whilst using this tender document.



17.4 The performance security shall be discharged by the Purchaser and returned to the Supplier not later than twenty-eight (28) days following the date of completion of the Supplier's performance obligations under the Contract, including any warranty obligations, unless specified otherwise in the SCC.

18. Copyright

18.1 The copyright in all drawings, documents, and other materials containing data and information furnished to the Purchaser by the Supplier herein shall remain vested in the Supplier, or, if they are furnished to the Purchaser directly or through the Supplier by any third party, including suppliers of materials, the copyright in such materials shall remain vested in such third party

19. Confidential Information

19.1 The Purchaser and the Supplier shall keep confidential and shall not, without the written consent of the other party hereto, divulge to any third party any documents, data, or other information furnished directly or indirectly by the other party hereto in connection with the Contract, whether such information has been furnished prior to, during or following completion or termination of the Contract. Notwithstanding the above, the Supplier may furnish to its Subcontractor such documents, data, and other information it receives from the Purchaser to the extent required for the Subcontractor to perform its work under the Contract, in which event the Supplier shall obtain from such Subcontractor an undertaking of confidentiality similar to that imposed on the Supplier under GCC Clause 19.

19.2 The Purchaser shall not use such documents, data, and other information received from the Supplier for any purposes unrelated to the contract. Similarly, the Supplier shall not use such documents, data, and other information received from the Purchaser for any purpose other than the design, procurement, or other work and services required for the performance of the Contract.

19.3 The obligation of a party under GCC Sub-Clauses 19.1 and 19.2 above, however, shall not apply to information that:

- i. the Purchaser or Supplier need to share with the Public Procurement Board of the Government of Eswatini or other institutions participating in the financing of the Contract;
- ii. now or hereafter enters the public domain through no fault of that party;
- iii. can be proven to have been possessed by that party at the time of disclosure and which was not previously obtained, directly or indirectly, from the other party; or
- iv. otherwise lawfully becomes available to that party from a third party that has no obligation of confidentiality.

19.4 The above provisions of GCC Clause 19 shall not in any way modify any undertaking of confidentiality given by either of the parties hereto prior to the date of the Contract in respect of the Supply or any part thereof.

19.5 The provisions of GCC Clause 19 shall survive completion or termination, for whatever reason, of the Contract.

Disclaimer

This tender document and the information contained therein is provided "as is" and the Eswatini Public Procurement Regulatory Agency (ESPPRA) makes no express or implied representations or warranties with regard thereto. Portions of the information may be incorrect or not current. Any person or entity that relies on any information obtained from this tender document does so at own risk. The ESPPRA expressly disclaims all implied warranties, including, without limitation, warranties of merchantability, title, suitability to task, non-infringement, compatibility, security, and accuracy. The ESPPRA furthermore disclaims any warranty towards the accuracy, correctness, reliability, and timeliness of the publishing of content. Furthermore, no warranty, expressed or implied, is given this tender document is free of viruses, trojans, bombs, time-locks or any other data or code which have the ability to corrupt or affect the operation of any computer system it is used on. The ESPPRA cannot accept any responsibility for any loss, disruption, or damage to any of your data or computer system which may occur whilst using this tender document.



- 20. Subcontracting**
- 20.1 The Supplier shall notify the Purchaser in writing of all subcontracts awarded under the Contract if not already specified in the Tender. Subcontracting shall in no event relieve the Supplier from any of its obligations, duties, responsibilities, or liability under the Contract.
- 20.2 Subcontracts shall comply with the provisions of GCC Clauses 3 and 7.
- 21. Specifications and Standards**
- Technical Specifications and Drawings
- 21.1 The Supplier shall ensure that the Goods and Related Services comply with technical specifications and other provisions of the Contract.
- 21.2 The Supplier shall be entitled to disclaim responsibility for any design, data, drawing, specification or other document, or any modification thereof provided or designed by or on behalf of the Purchaser, by giving a notice of such disclaimer to the Purchaser.
- 21.3 The Goods and Related Services supplied under this Contract shall conform to the standards mentioned in Section VI, Schedule of Requirements and, when no applicable standard is mentioned, the standard shall be equivalent or superior to the official standards whose application is appropriate to the goods' country of origin.
- 21.4 Wherever references are made in the Contract to codes and standards in accordance with which it shall be executed, the edition or the revised version of such codes and standards shall be those specified in the Schedule of Requirements. During Contract execution, any changes in any such codes and standards shall be applied only after approval by the Purchaser and shall be treated in accordance with GCC Clause 32.
- 22. Packing and Documents**
- 22.1 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. During transit, the packing shall be sufficient to withstand, without limitation, rough handling and exposure to extreme temperatures, salt and precipitation, and open storage. Packing case size and weights shall take into consideration, where appropriate, the remoteness of the goods' final destination and the absence of heavy handling facilities at all points in transit.
- 22.2 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 the SCC, and in any other instructions ordered by the Purchaser.
- 23. Insurance**
- 23.1 Unless otherwise specified in the SCC, the Goods supplied under the Contract shall be fully insured—in a freely convertible currency from an eligible country—against loss or damage incidental to manufacture or acquisition, transportation, storage, and delivery, in accordance with the applicable Incoterms or in the manner specified in the SCC.
- 24. Transportation**
- 24.1 Unless otherwise specified in the SCC, responsibility for arranging transportation of the Goods shall be in accordance with the Incoterms specified in the Schedule of Requirements.

Disclaimer

This tender document and the information contained therein is provided "as is" and the Eswatini Public Procurement Regulatory Agency (ESPPRA) makes no express or implied representations or warranties with regard thereto. Portions of the information may be incorrect or not current. Any person or entity that relies on any information obtained from this tender document does so at own risk. The ESPPRA expressly disclaims all implied warranties, including, without limitation, warranties of merchantability, title, suitability to task, non-infringement, compatibility, security, and accuracy. The ESPPRA furthermore disclaims any warranty towards the accuracy, correctness, reliability, and timeliness of the publishing of content. Furthermore, no warranty, expressed or implied, is given this tender document is free of viruses, trojans, bombs, time-locks or any other data or code which have the ability to corrupt or affect the operation of any computer system it is used on. The ESPPRA cannot accept any responsibility for any loss, disruption, or damage to any of your data or computer system which may occur whilst using this tender document.



25. Inspections and Tests

25.1 The Supplier shall at its own expense and at no cost to the Purchaser carry out all such tests and/or inspections of the Goods and Related Services as are specified in the Schedule of Requirements.

25.2 The inspections and tests may be conducted on the premises of the Supplier or its Subcontractor, at point of delivery, and/or at the Goods' final destination, or in another place in Eswatini as specified in the SCC. Subject to GCC Sub-Clause 25.3, if conducted on the premises of the Supplier or its Subcontractor, all reasonable facilities and assistance, including access to drawings and production data, shall be furnished to the inspectors at no charge to the Purchaser.

25.3 The Purchaser or its designated representative shall be entitled to attend the tests and/or inspections referred to in GCC Sub-Clause 25.2, provided that the Purchaser bear all of its own costs and expenses incurred in connection with such attendance including, but not limited to, all traveling and board and lodging expenses.

25.4 Whenever the Supplier is ready to carry out any such test and inspection, it shall give a reasonable advance notice, including the place and time, to the Purchaser. The Supplier shall obtain from any relevant third party or manufacturer any necessary permission or consent to enable the Purchaser or its designated representative to attend the test and/or inspection.

25.5 The Purchaser may require the Supplier to carry out any test and/or inspection not required by the Contract but deemed necessary to verify that the characteristics and performance of the Goods comply with the technical specifications codes and standards under the Contract, provided that the Supplier's reasonable costs and expenses incurred in the carrying out of such test and/or inspection shall be added to the Contract Price. Further, if such test and/or inspection impedes the progress of manufacturing and/or the Supplier's performance of its other obligations under the Contract, due allowance will be made in respect of the Delivery Dates and Completion Dates and the other obligations so affected.

25.6 The Supplier shall provide the Purchaser with a report of the results of any such test and/or inspection.

25.7 The Purchaser may reject any Goods or any part thereof that fail to pass any test and/or inspection or do not conform to the specifications. The Supplier shall either rectify or replace such rejected Goods or parts thereof or make alterations necessary to meet the specifications at no cost to the Purchaser, and shall repeat the test and/or inspection, at no cost to the Purchaser, upon giving a notice pursuant to GCC Sub-Clause 25.4.

25.8 The Supplier agrees that neither the execution of a test and/or inspection of the Goods or any part thereof, nor the attendance by the Purchaser or its representative, nor the issue of any report pursuant to GCC Sub-Clause 25.6, shall release the Supplier from any warranties or other obligations under the Contract.

26. Liquidated Damages

26.1 Except as provided under GCC Clause 31, if the Supplier fails to deliver any or all of the Goods or perform the Related Services within the period specified in the Contract, the Purchaser may without prejudice to all its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, a sum equivalent to the percentage specified in the SCC of the Contract Price for each week or part thereof of delay until actual delivery or performance, up to a maximum deduction of the percentage

Disclaimer

This tender document and the information contained therein is provided "as is" and the Eswatini Public Procurement Regulatory Agency (ESPPRA) makes no express or implied representations or warranties with regard thereto. Portions of the information may be incorrect or not current. Any person or entity that relies on any information obtained from this tender document does so at own risk. The ESPPRA expressly disclaims all implied warranties, including, without limitation, warranties of merchantability, title, suitability to task, non-infringement, compatibility, security, and accuracy. The ESPPRA furthermore disclaims any warranty towards the accuracy, correctness, reliability, and timeliness of the publishing of content. Furthermore, no warranty, expressed or implied, is given this tender document is free of viruses, trojans, bombs, time-locks or any other data or code which have the ability to corrupt or affect the operation of any computer system it is used on. The ESPPRA cannot accept any responsibility for any loss, disruption, or damage to any of your data or computer system which may occur whilst using this tender document.



specified in those SCC. Once the maximum is reached, the Purchaser may terminate the Contract pursuant to GCC Clause 34.

27. Warranty

27.1 The Supplier warrants that all the Goods are new, unused, and of the most recent or current models, and that they incorporate all recent improvements in design and materials, unless provided otherwise in the Contract.

27.2 Subject to GCC Sub-Clause 21.1, the Supplier further warrants that the Goods shall be free from defects arising from any act or omission of the Supplier or arising from design, materials, and workmanship, under normal use in the conditions prevailing in the country of final destination.

27.3 Unless otherwise specified in the SCC, the 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 SCC, or for eighteen (18) months after the date of shipment or loading in the country of origin, whichever period concludes earlier.

27.4 The Purchaser shall give notice to the Supplier stating the nature of any such defects together with all available evidence thereof, promptly following the discovery thereof. The Purchaser shall afford all reasonable opportunity for the Supplier to inspect such defects.

27.5 Upon receipt of such notice, the Supplier shall, within the period specified in the SCC, expeditiously repair or replace the defective Goods or parts thereof, at no cost to the Purchaser.

27.6 If having been notified, the Supplier fails to remedy the defect within the period specified in the SCC, the Purchaser may proceed to take within a reasonable period such remedial action as may be necessary, at the Supplier's risk and expense and without prejudice to any other rights which the Purchaser may have against the Supplier under the Contract.

28. Patent Indemnity

28.1 The Supplier shall, subject to the Purchaser's compliance with GCC Sub-Clause 28.2, indemnify and hold harmless the Purchaser and its employees and officers from and against any and all suits, actions or administrative proceedings, claims, demands, losses, damages, costs, and expenses of any nature, including attorney's fees and expenses, which the Purchaser may suffer as a result of any infringement or alleged infringement of any patent, utility model, registered design, trademark, copyright, or other intellectual property right registered or otherwise existing at the date of the Contract by reason of:

- (a) the installation of the Goods by the Supplier or the use of the Goods in the country where the Site is located; and
- (b) the sale in any country of the products produced by the Goods.

Such indemnity shall not cover any use of the Goods or any part thereof other than for the purpose indicated by or to be reasonably inferred from the Contract, neither any infringement resulting from the use of the Goods or any part thereof, or any products produced thereby in association or combination with any other equipment, plant, or materials not supplied by the Supplier, pursuant to the Contract.

28.2 If any proceedings are brought or any claim is made against the Purchaser arising out of the matters referred to in GCC Sub-Clause 28.1, the Purchaser shall promptly give the Supplier a notice thereof, and the Supplier may at its own expense and in the Purchaser's name conduct such proceedings or claim and any negotiations for the settlement of any such proceedings or claim.

Disclaimer

This tender document and the information contained therein is provided "as is" and the Eswatini Public Procurement Regulatory Agency (ESPPRA) makes no express or implied representations or warranties with regard thereto. Portions of the information may be incorrect or not current. Any person or entity that relies on any information obtained from this tender document does so at own risk. The ESPPRA expressly disclaims all implied warranties, including, without limitation, warranties of merchantability, title, suitability to task, non-infringement, compatibility, security, and accuracy. The ESPPRA furthermore disclaims any warranty towards the accuracy, correctness, reliability, and timeliness of the publishing of content. Furthermore, no warranty, expressed or implied, is given this tender document is free of viruses, trojans, bombs, time-locks or any other data or code which have the ability to corrupt or affect the operation of any computer system it is used on. The ESPPRA cannot accept any responsibility for any loss, disruption, or damage to any of your data or computer system which may occur whilst using this tender document.



28.3 If the Supplier fails to notify the Purchaser within twenty-eight (28) days after receipt of such notice that it intends to conduct any such proceedings or claim, then the Purchaser shall be free to conduct the same on its own behalf.

28.4 The Purchaser shall, at the Supplier's request, afford all available assistance to the Supplier in conducting such proceedings or claim, and shall be reimbursed by the Supplier for all reasonable expenses incurred in so doing.

28.5 The Purchaser shall indemnify and hold harmless the Supplier and its employees, officers, and Subcontractors from and against any and all suits, actions or administrative proceedings, claims, demands, losses, damages, costs, and expenses of any nature, including attorney's fees and expenses, which the Supplier may suffer as a result of any infringement or alleged infringement of any patent, utility model, registered design, trademark, copyright, or other intellectual property right registered or otherwise existing at the date of the Contract arising out of or in connection with any design, data, drawing, specification, or other documents or materials provided or designed by or on behalf of the Purchaser.

29. Limitation of Liability

29.1 Except in cases of criminal negligence or willful misconduct,

(a) the Supplier shall not be liable to the Purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the Supplier to pay liquidated damages to the Purchaser and

(b) the aggregate liability of the Supplier to the Purchaser, whether under the Contract, in tort or otherwise, shall not exceed the total Contract Price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment, or to any obligation of the supplier to indemnify the purchaser with respect to patent infringement

30. Change in 31. Force Majeure

30.1 Unless otherwise specified in the Contract, if after the date of the Invitation to Tender,

31.1 The Supplier shall not be liable for forfeiture of its performance security, 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.

31.2 For purposes of this Clause, "Force Majeure" means an event or situation beyond the control of the Supplier that is not foreseeable, is unavoidable, and its origin is not due to negligence or lack of care on the part of the Supplier. Such events may include, but not be limited to, acts of the Purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes.

31.3 If a Force Majeure situation arises, the Supplier shall promptly notify the Purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the Purchaser 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.

Disclaimer

This tender document and the information contained therein is provided "as is" and the Eswatini Public Procurement Regulatory Agency (ESPPRA) makes no express or implied representations or warranties with regard thereto. Portions of the information may be incorrect or not current. Any person or entity that relies on any information obtained from this tender document does so at own risk. The ESPPRA expressly disclaims all implied warranties, including, without limitation, warranties of merchantability, title, suitability to task, non-infringement, compatibility, security, and accuracy. The ESPPRA furthermore disclaims any warranty towards the accuracy, correctness, reliability, and timeliness of the publishing of content. Furthermore, no warranty, expressed or implied, is given this tender document is free of viruses, trojans, bombs, time-locks or any other data or code which have the ability to corrupt or affect the operation of any computer system it is used on. The ESPPRA cannot accept any responsibility for any loss, disruption, or damage to any of your data or computer system which may occur whilst using this tender document.



32. Change Orders and Contract Amendments

32.1 The Purchaser may at any time order the Supplier through notice in accordance GCC Clause 8, to make changes within the general scope of the Contract in any one or more of the following:

- (a) drawings, designs, or specifications, where Goods to be furnished under the Contract are to be specifically manufactured for the Purchaser;
- (b) the method of shipment or packing;
- (c) the place of delivery; and
- (d) the Related Services to be provided by the Supplier.

32.2 If any such change causes an increase or decrease in the cost of, or the time required for, the Supplier's performance of any provisions under the Contract, an equitable adjustment shall be made in the Contract Price or in the Delivery/Completion Schedule, or both, and the Contract shall accordingly be amended. Any claims by the Supplier for adjustment under this Clause must be asserted within twenty-eight (28) days from the date of the Supplier's receipt of the Purchaser's change order.

32.3 Prices to be charged by the Supplier for any Related Services that might be needed but which were not included in the Contract shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the Supplier for similar services.

33. Extensions of Time

33.1 If at any time during performance of the Contract, the Supplier or its subcontractors should encounter conditions impeding timely delivery of the Goods or completion of Related Services pursuant to GCC Clause 12, the Supplier shall promptly notify the Purchaser in writing of the delay, its likely duration, and its cause. As soon as practicable after receipt of the Supplier's notice, the Purchaser shall evaluate the situation and may at its discretion extend the Supplier's time for performance, in which case the extension shall be ratified by the parties by amendment of the Contract.

33.2 Except in case of Force Majeure, as provided under GCC Clause 31, a delay by the Supplier in the performance of its Delivery and Completion obligations shall render the Supplier liable to the imposition of liquidated damages pursuant to GCC Clause 26, unless an extension of time is agreed upon, pursuant to GCC Sub-Clause 33.1.

34. Termination

34.1 Termination for Default (a) The Purchaser, without prejudice to any other remedy for breach of Contract, by notice of default sent to the Supplier, may terminate the Contract in whole or in part:

- (i) if the Supplier fails to deliver any or all of the Goods within the period specified in the Contract, or within any extension thereof granted by the Purchaser pursuant to GCC Clause 33; or
- (ii) if the Supplier fails to perform any other obligation under the Contract.

Disclaimer

This tender document and the information contained therein is provided "as is" and the Eswatini Public Procurement Regulatory Agency (ESPPRA) makes no express or implied representations or warranties with regard thereto. Portions of the information may be incorrect or not current. Any person or entity that relies on any information obtained from this tender document does so at own risk. The ESPPRA expressly disclaims all implied warranties, including, without limitation, warranties of merchantability, title, suitability to task, non-infringement, compatibility, security, and accuracy. The ESPPRA furthermore disclaims any warranty towards the accuracy, correctness, reliability, and timeliness of the publishing of content. Furthermore, no warranty, expressed or implied, is given this tender document is free of viruses, trojans, bombs, time-locks or any other data or code which have the ability to corrupt or affect the operation of any computer system it is used on. The ESPPRA cannot accept any responsibility for any loss, disruption, or damage to any of your data or computer system which may occur whilst using this tender document.



- (b) In the event the Purchaser terminates the Contract in whole or in part, pursuant to GCC Clause 34.1(a), the Purchaser may procure, upon such terms and in such manner as it deems appropriate, Goods or Related Services similar to those undelivered or not performed, and the Supplier shall be liable to the Purchaser for any additional costs for such similar Goods or Related Services. However, the Supplier shall continue performance of the Contract to the extent not terminated.
- (c) if the Supplier, in the judgment of the Purchaser has engaged in corrupt or fraudulent practices, as defined in GCC Clause 3, in competing for or in executing the Contract.

34.2 Termination for Insolvency.

- (a) The Purchaser may at any time terminate the Contract by giving notice to the Supplier if the Supplier becomes bankrupt or otherwise insolvent. In such event, termination will be without compensation to the Supplier, provided that such termination will not prejudice or affect any right of action or remedy that has accrued or will accrue thereafter to the Purchaser

34.3 Termination for Convenience.

- (a) The Purchaser, by notice sent to the Supplier, 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 Purchaser's convenience, the extent to which performance of the Supplier under the Contract is terminated, and the date upon which such termination becomes effective.

- (b) The Goods that are complete and ready for shipment within twenty-eight (28) days after the Supplier's receipt of notice of termination shall be accepted by the Purchaser at the Contract terms and prices. For the remaining Goods, the Purchaser may elect:

- (i) to have any portion completed and delivered at the Contract terms and prices; and/or

- (ii) to cancel the remainder and pay to the Supplier an agreed amount for partially completed Goods and Related Services and for materials and parts previously procured by the Supplier.

35. Assignment 35.1 Neither the Purchaser nor the Supplier shall assign, in whole or in part, their obligations under this Contract, except with prior written consent of the other party.

Disclaimer

This tender document and the information contained therein is provided "as is" and the Eswatini Public Procurement Regulatory Agency (ESPPRA) makes no express or implied representations or warranties with regard thereto. Portions of the information may be incorrect or not current. Any person or entity that relies on any information obtained from this tender document does so at own risk. The ESPPRA expressly disclaims all implied warranties, including, without limitation, warranties of merchantability, title, suitability to task, non-infringement, compatibility, security, and accuracy. The ESPPRA furthermore disclaims any warranty towards the accuracy, correctness, reliability, and timeliness of the publishing of content. Furthermore, no warranty, expressed or implied, is given this tender document is free of viruses, trojans, bombs, time-locks or any other data or code which have the ability to corrupt or affect the operation of any computer system it is used on. The ESPPRA cannot accept any responsibility for any loss, disruption, or damage to any of your data or computer system which may occur whilst using this tender document.



Section VII. 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(j)	The Purchaser is: Eswatini Agriculture Development Fund, Ministry of Agriculture
GCC 1.1 (o)	The Delivery Site is: Eswatini Agriculture Development (EADF), Ministry of Agriculture Head Quarters , Mbabane
GCC 4.2 (b)	The delivery term shall be DDP – EADF, Ministry of Agriculture 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: DIRECTOR, EADF , P.O. Box 162 Area: Mbabane Region: Hhohho Country: Eswatini Telephone: +268 24042731 Email: howardveli@yahoo.com For notices, the Supplier’s address shall be: <i>(To be filled at the time of award)</i>
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: <i>(a). For contracts entered into with Foreign Suppliers:</i> 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. <i>(b). For contracts entered into with suppliers from Eswatini</i> 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

Disclaimer

This tender document and the information contained therein is provided "as is" and the Eswatini Public Procurement Regulatory Agency (ESPPRA) makes no express or implied representations or warranties with regard thereto. Portions of the information may be incorrect or not current. Any person or entity that relies on any information obtained from this tender document does so at own risk. The ESPPRA expressly disclaims all implied warranties, including, without limitation, warranties of merchantability, title, suitability to task, non-infringement, compatibility, security, and accuracy. The ESPPRA furthermore disclaims any warranty towards the accuracy, correctness, reliability, and timeliness of the publishing of content. Furthermore, no warranty, expressed or implied, is given this tender document is free of viruses, trojans, bombs, time-locks or any other data or code which have the ability to corrupt or affect the operation of any computer system it is used on. The ESPPRA cannot accept any responsibility for any loss, disruption, or damage to any of your data or computer system which may occur whilst using this tender document.



<p>GCC 12.1</p>	<p>Delivery and Documents</p> <p>For Goods supplied from abroad:</p> <p>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.</p> <ul style="list-style-type: none"> (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. <p>For Goods from within the Purchaser’s country:</p> <p>Upon delivery of the Goods to the transporter, the Supplier shall notify the Purchaser and mail the following documents to the Purchaser:</p> <ul style="list-style-type: none"> (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. <p>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.</p>
<p>GCC 14.2</p>	<p>The prices charged for the Goods delivered and the related Services performed Shall Not be adjustable.</p>
<p>GCC 15.1</p>	<p>The method and conditions of payment to be made to the Supplier under this Contract shall be as follows:</p> <p>Payment of 100% of the contract sum shall be made within 30 days after delivery and acceptance</p>

Disclaimer

This tender document and the information contained therein is provided "as is" and the Eswatini Public Procurement Regulatory Agency (ESPPRA) makes no express or implied representations or warranties with regard thereto. Portions of the information may be incorrect or not current. Any person or entity that relies on any information obtained from this tender document does so at own risk. The ESPPRA expressly disclaims all implied warranties, including, without limitation, warranties of merchantability, title, suitability to task, non-infringement, compatibility, security, and accuracy. The ESPPRA furthermore disclaims any warranty towards the accuracy, correctness, reliability, and timeliness of the publishing of content. Furthermore, no warranty, expressed or implied, is given this tender document is free of viruses, trojans, bombs, time-locks or any other data or code which have the ability to corrupt or affect the operation of any computer system it is used on. The ESPPRA cannot accept any responsibility for any loss, disruption, or damage to any of your data or computer system which may occur whilst using this tender document.



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 amount of liquidated damages shall be: 10%
GCC 27.3	The period of validity of the Warranty shall be: 60 months For purposes of the Warranty, the place of final destination shall be: ALL LOTS – EADF, MINISTRY OF AGRICULTURE HEADQUARTERS, MBABANE
GCC 27.5	The period for repair or replacement shall be: Seven (7) days

Disclaimer

This tender document and the information contained therein is provided "as is" and the Eswatini Public Procurement Regulatory Agency (ESPPRA) makes no express or implied representations or warranties with regard thereto. Portions of the information may be incorrect or not current. Any person or entity that relies on any information obtained from this tender document does so at own risk. The ESPPRA expressly disclaims all implied warranties, including, without limitation, warranties of merchantability, title, suitability to task, non-infringement, compatibility, security, and accuracy. The ESPPRA furthermore disclaims any warranty towards the accuracy, correctness, reliability, and timeliness of the publishing of content. Furthermore, no warranty, expressed or implied, is given this tender document is free of viruses, trojans, bombs, time-locks or any other data or code which have the ability to corrupt or affect the operation of any computer system it is used on. The ESPPRA cannot accept any responsibility for any loss, disruption, or damage to any of your data or computer system which may occur whilst using this tender document.



Section VIII. Contract Forms

Power of Attorney

Signatories for companies must establish their authority by attaching a copy of the relevant resolution of the board of directors, duly signed by the chairman of the board, and dated, to this form. An example is shown below:

“By resolution of the Board of Directors at a meeting held

at _____

on: _____ 2023,

Mr. /Mrs. /Ms.: _____

has been duly authorised to sign all documents in connection with contract EADF/
on behalf of

(Name of tenderer):

(Block capitals)

Signed on behalf of Board of Directors (chairman):

Date: _____

Signature of assignee: _____

Date: _____

Disclaimer

This tender document and the information contained therein is provided "as is" and the Eswatini Public Procurement Regulatory Agency (ESPPRA) makes no express or implied representations or warranties with regard thereto. Portions of the information may be incorrect or not current. Any person or entity that relies on any information obtained from this tender document does so at own risk. The ESPPRA expressly disclaims all implied warranties, including, without limitation, warranties of merchantability, title, suitability to task, non-infringement, compatibility, security, and accuracy. The ESPPRA furthermore disclaims any warranty towards the accuracy, correctness, reliability, and timeliness of the publishing of content. Furthermore, no warranty, expressed or implied, is given this tender document is free of viruses, trojans, bombs, time-locks or any other data or code which have the ability to corrupt or affect the operation of any computer system it is used on. The ESPPRA cannot accept any responsibility for any loss, disruption, or damage to any of your data or computer system which may occur whilst using this tender document.



Disclaimer

This tender document and the information contained therein is provided "as is" and the Eswatini Public Procurement Regulatory Agency (ESPPRA) makes no express or implied representations or warranties with regard thereto. Portions of the information may be incorrect or not current. Any person or entity that relies on any information obtained from this tender document does so at own risk. The ESPPRA expressly disclaims all implied warranties, including, without limitation, warranties of merchantability, title, suitability to task, non-infringement, compatibility, security, and accuracy. The ESPPRA furthermore disclaims any warranty towards the accuracy, correctness, reliability, and timeliness of the publishing of content. Furthermore, no warranty, expressed or implied, is given this tender document is free of viruses, trojans, bombs, time-locks or any other data or code which have the ability to corrupt or affect the operation of any computer system it is used on. The ESPPRA cannot accept any responsibility for any loss, disruption, or damage to any of your data or computer system which may occur whilst using this tender document.

