



**TENDER NO. 34 OF 2021/2022 - REQUEST FOR QUOTATION FOR THE
SUPPLY AND INSTALLATION OF BAY CANTILEVER CARPORTS AT
MATSAPHA TOWN COUNCIL CIVIC CENTRE**

**Civic Offices
Corner Police College & Airport Road
P. O. Box 1790
Matsapha
Swaziland**

13th September 2021



MATSAPHA TOWN COUNCIL

TENDER NO. 34 OF 2020/21 SUPPLY AND INSTALLATION OF BAY CANTILEVER CARPORTS AT MATSAPHA TOWN COUNCIL CIVIC CENTRE

1. INTRODUCTION

Council invites suitably qualified and competent companies to quote for the **SUPPLY AND INSTALLATION OF BAY CANTILEVER CARPORTS AT MATSAPHA TOWN COUNCIL CIVIC CENTRE**. All interested companies that have relevant experience and capacity to **SUPPLY AND INSTALL BAY CANTILEVER CARPORTS AT MATSAPHA TOWN COUNCIL CIVIC CENTRE**

2. GENERAL CONDITIONS

Tenderers attention is drawn to the general conditions of purchase and conditions of tender:

- 2.1 This tender document constitutes the contract of engagement on award of the tender. Aspects of this tender shall be deemed as binding and part of the contract for award.
- 2.2 Completed tender documents under sealed cover with tenderer's name and addresses on reverse side of the envelope must be made and addressed to the Chief Executive Officer, Plot 829, Matsapha Town Council Corner Police College Road and Airport Road, P. O. Box 1790, Matsapha, and delivered not later than 11th October 2021 at 10:00 am. Tenders will be opened on the same date immediately after delivery deadline at 10:00 am.
- 2.3 Tenderers should double check the prices quoted for accuracy before submitting their tender documents. Under no circumstances will the MTC accept any request for price adjustment on grounds that a mistake was made in the tendered prices.
- 2.4 To assist in the examination, evaluation and comparison of tenders, the MTC may, at its discretion, ask the tenderer for a clarification on any part of its tender. The request for clarification and the response shall be in writing, and no change in the prices or substance of the tender shall be sought, offered, or permitted.
- 2.5 By submission of the tender, the Tenderer implicitly certifies that:
 - the prices in the tender have been arrived at independently without consultation, communication or agreement for the purpose of restricting

competition, as to any matter relating to such prices, with any other Tenderer or competitor;

- Unless otherwise required by law; the prices quoted in the tender have not knowingly been disclosed by the Tenderer and will not knowingly be disclosed, directly or indirectly, to any other Tenderer or competitor until he has been informed of the results of the Tender.
- No attempt has been made or will be made by the Tenderer to induce any other tenderer or competitor to submit or abstain from submitting a tender for the purpose of restricting competition.

2.6 All Tenders must be provided in English language.

2.7 One (1) original and Three (3) copies are required. Mark clearly on the front page, which is the original and which are the copies.

2.8 Council does not bind itself to accept the lowest or any tender nor give any reason for the acceptance or rejection of a tender. The MTC may accept a tender for a part of the quantity offered or reject any tender without assigning any reason. Tenderers shall, together with the complete tender documents, supply technical data, illustrations and/or leaflets which adequately describe the items offered including quality.

2.9 The validity period of the Tender shall be 90 days from the date of submission.

2.10A non-compulsory site inspection shall be upon request and Council will strive to assist with such.

2.11 If required by the Council, the tenderer shall supply sample items and these samples of the accepted tender will be retained by the Council throughout the duration of the contract period. Any items supplied not in accordance with the approved samples will be rejected.

2.12 Tenderers may submit prices in the form of standard manufacturer's price lists. However, such list must be supplementary to and not replace the Form of Tender.

2.13 Requests for clarifications, which must be in writing, should be addressed, via email, to **procurement@matsapha.co.sz**. Council will strive to promptly respond in writing via e-mail to any requests for clarification up until Close of Business on 4th October 2021 close of business hours. Written copies of Councils response (including an

explanation of the query but without identifying the source of inquiry) will be sent to all prospective Bidders.

- 2.14 Any time before the submission deadline, the Council may issue an addendum to the Tender document and notify all Tenderers who received the tender documents. The Tenderers will be allowed at least one week before the tender submission deadline, to effect the changes to bidding document. Where necessary, the deadline for submission would be extended. This will be applicable whenever there are major errors or omissions to tender documents noted by Council before the submission deadline.
- 2.15 Tenders or any part thereof received after the stipulated closing date and time will not be accepted. No tender may be modified after the deadline for submission of tenders.
- 2.16 The submissions must be sent to the address/addresses indicated no later than the date and time indicated in the General Conditions or any extension to this date. Any proposal received by Council after the deadline for submission shall be returned unopened.
- 2.17 All Tenderers are required to provide contact email addresses to the Council through which they will be notified of the intention to award on the day that the Intention is sent to the Eswatini Public Procurement Regulatory Agency (ESPPRA).
- 2.18 Prospective bidders may obtain a Tender document detailing the requirement by downloading the tender document from the ESPPRA website (www.sppra.co.sz) free of charge. Tenders will be accepted after payment of a non-refundable fee of **E350.00** to the Matsapha Town Council. A proof of payment should be enclosed in the tender submission envelope. Payments for the tender fee should be made to Matsapha town Council BANK ACCOUNTS listed in the table below or at the Matsapha Town Council Treasury Department. **The REFERENCE to be used when making payment is: T34 of 2021/22.**

ACCOUNT NAME: Matsapha Town Council

BANK NAME: Standard Bank (Matsapha Branch)

ACCOUNT NO: 9110003235915

BRANCH CODE: 663464

FAX NO: 2518 6646



Tenders submitted by Fax, Telex or e-mail will not be accepted.

3. MODIFICATION OR WITHDRAWAL OF TENDERS

- a) Tenderers may modify, or withdraw the tender prior to the deadline for the submission of tenders.
- b) The modification or notice of withdrawal shall be effective if it is received by council prior to the deadline for submission of tenders.

4. PRELIMINARY EXAMINATION

Prior to the detailed evaluation, the Council will determine the substantial responsiveness of each Tender. For purposes of this clause, a substantially responsive Tender is one, which conforms to all the terms and conditions of the Request to Quote document without material deviations. The Council's determination of a Tender's responsiveness is based on the contents of the Tender itself without recourse to extrinsic evidence.

If a Tender is not substantially responsive, the Council shall reject it. The Tender will not be subsequently made responsive by the Tenderer by correction of the nonconformity. The Council will examine the Tenders to determine, whether they are complete, whether any computational errors have been made, whether the documents have been properly signed, and whether the Tenders are generally in order. The Council shall reject any Tender when:

The Tenderer has failed to demonstrate an ability to perform according to the requirements indicated in the Invitation to Tender documents;

The Tenderer refuses to accept the correction of an arithmetical error;

- The Tenderer is not substantially responsive to the requirements of the Invitation to Tender documents or the technical specifications;
- The Tenderer has failed to comply with a request for clarification of Tenders.
- If a Tender Security has been requested and this does not accompany the Tender.

5. CONTRACT AWARD PROCEDURES

- The awarding of contract shall be recommended to the best evaluated tenderer, as determined by the evaluation methodology and criteria specified in the invitation document.
- The contract award decision shall be taken by the appropriate approvals authority, but the award decision does not constitute a contract.
- Following the contract award decision, the procuring entity shall prepare a notice indicating the name of the best evaluated tenderer, the value of the proposed contract and any evaluation scores. The notice shall be-
 - a) Sent directly to all tenderers who submitted tenders (where applicable) by letter and where appropriate, by fax or email; and,
 - b) Published in the Government Public Procurement Agency website,
 - c) Council shall allow a period of at least ten working days to elapse from the date of dispatch of the notice before a contract is awarded.

6. NEGOTIATIONS

Expected address for contract negotiations: Matsapha Town Council, Civic Centre, Corner Police College and Airport Road, Matsapha.

7. ELIGIBILITY CRITERIA

The Council will require the tenderers to submit the following information alongside the tender documents:

REQUIRED DOCUMENTS
Company profile which shall show clearly experience of the company and personnel.
A certified copy of an official statement of ALL the Directors, alternative directors, managers and auditors of the company (for Eswatini firms: Form 'J')
A certified copy of an official statement of the annual summary of shares capital and shares (for Eswatini firms: Form 'C')
Certified copy of the current Labour Compliance Certificate.
A Certified Copy of Current Trading License
A certified Copy of the current SNPF Compliant Certificate



A certified copy of Certificate of Incorporation
A Valid/Original Tax Compliance Certificate
E350.00 receipt for proof of tender purchase
Registration with the Construction Industry Council (CIC) under Specialists Works Contractors - Structural Steel Fabrication, Fixing and Erection Works

8. EVALUATION CRITERIA

The quotation with the lowest evaluated price, which is substantially responsive to the requirement of Council, shall be recommended for award of contract.

Evaluation will take place in Lilangeni (SZL) only

9. PRICING AND PAYMENT CONDITIONS

9.1 Any form of levy or charges such as customs and excise, tax, sales duty, surcharges or discounts must be included in the tender price (s).

9.2 The general conditions of payment of the Council shall apply in this contract. The Council shall make payment for work done and accepted by the Council within 30 days of receipt of invoice from the vendor. No other conditions may be allowed.

9.3 Advance payment will not be made by the Council. The vendor is expected to have the capacity to make delivery on the order issued within 30 days without any advance payment.

10. ITEMS REQUIRED BREAKDOWN

Note - the quantities given below are for guidance only and the Council reserves the right to alter requirements.

11. SCOPE OF WORK

The Council is seeking qualified companies for the provision of **11 X 2 BAY CANTILEVER CARPORTS.**

12.2 BAY CANTILEVER SPECIFICATION

The council requires that the 2 BAY CANTILEVER CARPORT SPECIFICATION is built according to the specifications stated below.



MATERIAL SPECIFICATION:

SHADENET COLOUR: Rainforest

SHADE FACTOR: 94% or any similar approved

UV FACTOR: 90% or any similar approved

STEEL STRUCTURE:

Main Hanger columns:127mm diameter x 3c mm

Hanger structures: 76mm diameter X 2mm

Diagonal tubing:50mm diameter x 2.5mm

Strainer cables: 6mm diameter or more

FINISHING:

Red Oxide coat with Universal with undercoat including white enamel finish.

N.B Allow for breaking hard surfaces (m²) Asphalt and pouring of 20Mpa concrete filled column bases and for concrete setting period.

13. REGARDS, RULES OF PREPARATION

The written proposal must follow the rules and format established within this document. Additional pages that might assist the Council with evaluating qualifications may be attached. Non-conformance with the rules and format established within this RFQ might disqualify the Vendor; however, an unsatisfactory response to any one section will not necessarily disqualify a proposal.

14. ORGANIZATION OF PROPOSAL

The proposal must be organized into the following major sections. Any required attachments must be included in the proper section as indicated by the instructions.

15. GENERAL PROPOSAL REQUIREMENTS

Pricing should be detailed to include all cost related to the supply and installation of 11 x 2 Bay Cantilever carports at Matsapha Town Council Civic Centre.

16. TENTATIVE ACQUISITION TIMELINE

The Council reserves the right to change the procurement schedule. If changes are made, all Tenderers will be notified by the Council with notices emailed directly to each Tenderer.

17. QUALIFICATIONS, EVALUATION AND SELECTION PROCESS

The RFQ states the scope of Council requirements and specifies the general rules for preparing the written proposal. Responses will be objectively evaluated based on the Vendor's responses to the RFQ. The written proposal should clearly demonstrate the ability of the Tenderer to supply the carports to best satisfy the requirement of the Council.

If required to appear for an on-site interview/demonstration, the vendor will be notified before the tender is awarded. During the interviews, vendors will be asked to demonstrate their product. Vendor interviews/demonstrations will be held solely at the option and discretion of the Council.

Proposals will be evaluated by a Tender Evaluation Committee. The Committee will review the proposals for format to ensure conformance with the requirements of the RFQ and may in connection with its evaluation, and at the Council's option, invite one or more vendors to an interview/demonstration to the Tender Evaluation Committee. During these interviews/demonstrations, the vendors will be allowed to present such evidence as may be appropriate in order that the Committee can correctly analyse all materials and documentation submitted as a part of the proposal.

The Council does not guarantee that an interview will take place, thus reserving the right to select a vendor based solely on the information provided in the proposals received in response to the RFQ. If an interview takes place, the key personnel responsible for fulfilling the requirements of the project shall be required to be present for the interview/demonstration.

The Council reserves the right to reject any or all proposals; to waive any requirements, both the Council's and those proposed by the vendor; to waive any irregularities or informalities in any proposal or the RFQ process when it is in the best interest of the Council to do so; to negotiate for the modification of any proposal with mutual consent of the proposer; to re-advertise for proposals, if desired; to sit and act as sole judge of the merit and qualifications of the service offered and; to evaluate in its absolute discretion, the proposal of each vendor, so as to select the vendor which best serves the requirements of the Council, thus insuring that the best interest of the Council will be served.

18. AWARD OF CONTRACT/ORDER

A Contract/order shall be awarded with reasonable promptness by appropriate written notice. Award shall be made to the most responsive, responsible, most qualified Bidder whose Proposal meets the requirements and criteria set forth in this RFQ, price and other factors considered, and whose Bid is determined to result in the optimum economic advantage to the City. A responsible Bidder is one who has the capability, financial capacity and integrity to perform the contract. A responsive Bidder is one who commits to all of the material terms, for example, price, quantity, quality and delivery, of this RFQ. Contractor must return a signed copy of the contract provided by the Council with its award Notice to Council within ten (10) working days of receipt thereof.

19. CONFIDENTIALITY

Information relating to evaluation of proposals and recommendations concerning awards shall not be disclosed to the Tenderers who submitted the proposals or to other persons not officially concerned with the process, until the preferred Tenderer has been notified that it has been awarded the contract.

20. INDEMNIFICATION

The Tenderer that will be awarded this particular tender will have to sign an indemnity agreement with the Town Council.

21. CONDITIONS

The Town Council requests all tenderers to put forth any conditions that they wish to attach to their proposals at the tendering stage so that these can be addressed and be known earlier by both the Client and the tenderer.

22. OBLIGATIONS OF THE TENDERER

The tenderer shall be responsible for the payment of applicable taxes, duty fees and other imposition as may be levied under the laws and regulations of the Kingdom of Eswatini.

Fee quotations should be made on the understanding that no additions will be made on the grounds of price inflation or a failure to foresee the scope of work involved.

MATSAPHA TOWN COUNCIL - COMMITMENT FORM

TENDER NO: 34 2020/21 REQUEST FOR QUOTATION FOR THE SUPPLY AND
INSTALLATION OF 11 X 2 BAY CANTILEVER CARPORTS AT MATSAPHA TOWN COUNCIL
CIVIC CENTRE

I (Name of tenderer in full), hereby agree to deliver all goods and services at the same time without altering the tendered price quoted during tender submission date.

Residential Address
.....

Business Address
.....

Postal Address
.....

Telephone Number

Email Address

Name of person authorized to sign this tender:

.....
NAME

.....
SIGNATURE

ANNEXURE 1.

SECTION E:

SUBMISSION CHECK LIST REQUIREMENT	AVAILABLE (Put a tick)	NOT AVAILABLE (Put a cross)
Company Profile		
A Certified Copy of Current Trading License		
Original/Valid Tax Compliance Certificate		
Certified Copy of current Labour Compliance Certificate		
Certified Copy of Form J and Form C		
Police Clearance for ALL company Directors		
Financial Statements for the previous year		
Names and Contacts of at least (3) Reference Customers		
Proof of tender purchase (E 350.00)		
Registration with the Construction Industry Council (CIC) under Specialists Works Contractors - Structural Steel Fabrication, Fixing and Erection Works		

CONTRACT TERMS AND CONDITIONS

1. DEFINITIONS

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

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

2. APPLICATION

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

3. STANDARDS

3.1 The Goods supplied under this Contract shall be new, unused and of the latest design and must conform to the highest standards and, when no applicable standard is mentioned, to the authoritative standards appropriate to the Goods’ country of origin. Such standards shall be the latest issued by the concerned institution.

4. USE OF CONTRACT DOCUMENTS AND INFORMATION

4.1 The Supplier shall not, without the Procuring Entity’s prior written consent, disclose the Contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the Procuring Entity in connection therewith, to any person other than a person employed by the Supplier in the performance of the Contract. Disclosure to any such employed person shall

be made in confidence and shall extend only so as may be necessary for purposes of such performance.

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

4.3 Any document, other than the Contract itself, enumerated in Clause 4.1 shall remain the property of the Procuring Entity and shall be returned (in all copies) to the Procuring Entity on completion of the Supplier's performance under the Contract if so required by the Procuring Entity.

5. PATENT RIGHTS

5.1 The Supplier shall indemnify and hold harmless the Procuring Entity against all third-party claims of infringement of patent, trademark, industrial design, or intellectual property rights arising from use of the Goods or any part thereof.

6. PACKING

6.1 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. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packing case size and weights shall take into consideration, where appropriate, the remoteness of the Goods' final destination and the absence of heavy handling facilities at all points in transit.

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

7. DELIVERY AND DOCUMENTS

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

7.2 For purposes of the Contract, the trade terms used to describe the obligations of the parties shall have the meanings assigned to them by the current edition of Incoterms published by the International Chamber of Commerce, Paris.

8. INSURANCE

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

9. TRANSPORTATION

9.1 Where the Supplier is required under the Contract to deliver the Goods FCA, transport of the Goods and delivery into the custody of the carrier at the place named by the Procuring Entity or other agreed point shall be arranged and paid for by the Supplier, and the cost thereof shall be included in the Contract Price.

9.2 Where the Supplier is required under the Contract to deliver the Goods CIP, transport of the Goods to the port of destination or such other named place of destination in Eswatini, as shall be specified in the Contract, shall be arranged and paid for by the Supplier, and the cost thereof shall be included in the Contract Price.

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

10. WARRANTY

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

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

- 10.3 The Procuring Entity shall promptly notify the Supplier in writing of any claims arising under this warranty.
- 10.4 Upon receipt of such notice, the supplier shall, within the period specified and with all reasonable speed, repair or replace the defective Goods or parts thereof, without costs to the Procuring Entity.
- 10.5 If the Supplier, having been notified, fails to remedy the defect(s) within the period specified in the Special Conditions of Contract, the Procuring Entity may proceed to take such remedial action as may be necessary at the Supplier's risk and expense and without prejudice to any other rights which the Procuring Entity may have against the Supplier under Contract.

11. PAYMENT

- 11.1 The method and conditions of payment to be made to the Supplier under this Contract shall be specified in the Contract document.
- 11.2 The Supplier's request(s) for payment shall be made to the Procuring Entity in writing, accompanied by an invoice describing, as appropriate, the Goods delivered and Services performed, and upon fulfillment of other obligations stipulated in the Contract.
- 11.3 Payment shall be made promptly by the Procuring Entity, but in no case later than thirty (30) days after submission of an invoice or claim by the Supplier unless otherwise stated in the Contract.

12. PRICES

- 12.1 Prices charged by the Supplier for Goods delivered and Services performed under the Contract shall not vary from the prices quoted by the Supplier in its tender.
- 12.2 All such prices shall be valid and fixed for a period of Ninety (90) days.

13. CHANGE ORDERS

- 13.1 The Procuring Entity may at any time, by a written order given to the supplier, make changes within the general scope of the Contract in any one or more of the following:
- 13.2 Drawings, designs or specifications, where Goods to be furnished under the Contract are to be specifically manufactured for the Procuring Entity.
- 13.3 The method of shipment or packing;
- 13.4 The place of delivery; and/or

- 13.5 The Services to be provided by the Supplier.
- 13.6 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 delivery schedule, or both, and the Contract shall accordingly be amended. Any claims by the Supplier for adjustment under this clause must be asserted within thirty (30) days from the date of the Supplier's receipt of the Procuring Entity's change order.

14. CONTRACT AMENDMENTS

- 14.1 Subject to Clause 13, no variation in or modification of the terms of the contract shall be made except by written amendment signed by the parties.

15. ASSIGNMENT

- 15.1 The Supplier may not assign, in whole or in part, its obligation to perform under this Contract except with the Procuring Entity's prior written consent.

16. SUBCONTRACTS

- 16.1 The supplier may not enter into any subcontract for performance hereunder unless the Procuring Entity shall have previously consented in writing to such consent or in the Contract, relieve the Supplier from any liability or obligation under the Contract.

17. DELAYS IN THE SUPPLIER'S PERFORMANCE

- 17.1 Delivery of the goods and performance of services shall be made by the Supplier in accordance with the time schedule prescribed by the Procuring Entity.
- 17.2 If at any time during performance of the contract, the supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the Goods and Performance of Services, the supplier shall promptly notify the Procuring Entity in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of Suppliers' notice, the Procuring Entity shall evaluate the situation and may at its discretion extend the Supplier's time of performance, with or without liquidated damages, in which case the extension shall be ratified by the parties by amendment of the contract.
- 17.3 Except as provided under Clause 24, a delay by the Supplier in the Performance of its delivery obligations shall render the Supplier liable to the imposition of liquidated damages pursuant to Clause 18, unless an extension of time

is agreed upon pursuant to Clause 17.2 without the application of liquidated damages.

18. LIQUIDATED DAMAGES

18.1 Subject to Clause 17, if the Supplier fails to deliver any or all of the Goods or perform the services within the period(s) specified in the contract, the Procuring Entity shall, without prejudice to its other remedies under the Contract, deduct from the contract price, as liquidated damages, a sum equivalent to the 20%(percent) of the delivery price of the delayed goods or unperformed services for each week or part thereof of delay until actual delivery or performance, up to a maximum deduction of 60% (percent). Once the maximum is reached, the Procuring Entity may consider termination of Contract.

19. TERMINATION FOR DEFAULT

19.1 The Procuring entity without prejudice to any other remedy for breach of Contract, by written notice of default sent to the Supplier, may terminate this contract in whole or in part:

- a) If the supplier fails to deliver any or all of the goods within the period specified in the contract, or within any extension thereof granted by the procuring entity pursuant to Clause 17; or
- b) If the supplier fails to perform any other obligation(s) under the contract.
- c) In the event the Procuring entity terminates the contract in whole or in part, pursuant to clause 18.1, the Procuring Entity may procure, upon such terms and in manner as it deems appropriate, goods or services similar to those undelivered, and the supplier shall be liable to the procuring Entity for any excess cost for such similar goods or services. However, the supplier shall continue performance of the contract to the extent not terminated.

20. FORCE MAJEURE

20.1 Notwithstanding the provision of Clause 17, 18 and 19, the supplier shall not be liable for liquidated damages or termination for default if and to the extent that it's delay in performance or other failure to perform its obligation under the contract is the result of Force Majeure.

20.2 For purposes of this Clause, "Force Majeure" means an event beyond the control of the supplier and not involving the supplier's fault or negligence and not foreseeable. Such events may include but are not restricted to, acts of Procuring

Entity in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes.

20.3 If a Force Majeure situation arises, the Supplier shall promptly notify the Procuring Entity in writing of such condition and the cause thereof. Unless otherwise directed by the Procuring Entity in writing, the Supplier shall continue to perform its obligation 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.

21. TERMINATION FOR INSOLVENCY

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

22. RESOLUTION OF DISPUTES

22.1 The Procuring entity and the Supplier shall make every effort to resolve amicably by direct informal negotiation any disagreement, disputes, or claim arising out of or in connection with the contract or the breach, termination, or validity thereof.

22.2 If, after thirty (30) days from the commencement of such informal negotiations, the Procuring Entity and the Supplier have failed to negotiate such an amicable settlement, any dispute, controversy, or claim arising out of or in connection with this contract, or the breach, termination, or validity thereof, either party may require that the dispute be referred for resolution by final and binding arbitration.

22.3 The arbitrator shall determine the matters in dispute in accordance with the laws in effect in Eswatini.

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

23. APPLICABLE LAW

23.1 The contract shall be interpreted in accordance with the laws and regulations in effect in the Kingdom of Eswatini.

24. NOTICES

24.1 Any notice given by one party to the other pursuant to this contract shall be sent to the other party in writing by personal delivery, mail, or e-mail or facsimile and, if by e-mail or facsimile, confirmed in writing to the other party's address specified in the special conditions of contract. Each party may change such address by notice to the other party.

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

25. TAXES AND DUTIES

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

26. DEFECTS LIABILITY PERIOD

26.1 All works shall have a defects liability period of twelve (12) months from the date of practical completion until the Engineer or his representative has certified it complete.

26.2 Loss or damage to the Works or Materials to be incorporated in the Works between the Start Date and the end of the Defects liability periods shall be remedied by the Contractor at the Contractor's cost if the loss or damage arises from the Contractor's acts or omissions.

DECLARATION OF ELIGIBILITY

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

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

**To: The Town Clerk
Matsapha Town Council
Corner Airport Road and Police College Road
P.O. Box 1790
MATSAPHA**

Dear Sirs,

RE: TENDER NO: 34 of 2021/22 REQUEST FOR QUOTATION FOR THE SUPPLY AND INSTALLATION OF 11 X 2 BAY CANTILEVER CARPORTS AT MATSAPHA TOWN COUNCIL

We hereby declare that:-

- a) I/We, including any joint venture partners or consortium partners, are a legal entity and have the legal capacity to enter into the contract;
- b) I/We are not insolvent, in receivership, bankrupt or being wound up, our affairs are not being administered by a court or a judicial officer, our business activities have not been suspended, and we are not the subject of legal proceedings for any of the foregoing;
- c) I/We have fulfilled our obligations to pay taxes and social security contributions;
- d) I/We have not, and our directors or officers have not, been convicted of any criminal offence related to our/their professional conduct or the making of false statements or misrepresentations as to their qualifications to enter into a contract within a period of five years preceding the commencement of the procurement proceedings;
- e) I/We do not have a conflict of interest in relation to the procurement requirement.
- f) I/We do not have any of its directors or officers, have not been convicted of any criminal offence relating to professional conduct or the making of false statements or misrepresentations as to its qualifications to enter into a procurement contract within a period of five years preceding the commencement of procurement proceedings;
- g) I/We are not subject to suspension in accordance with section 55, and none of its directors or officers have been involved in a tenderer or supplier currently subject to suspension.

SIGNED: DATE:.....

Authorized Representative



FORM BID-1: BID SUBMISSION FORM

[Note to Tenderers: This Bid Submission Form should be on the letterhead of the Company and should be signed by a person with the proper authority to sign documents that are binding on the entity. It should be included by the tenderer with the submitted tender.]

[>>>Location>>>]

[>>>Date>>>]

Procurement Reference No: [>>>insert Tender number>>>]

To: [>>>Name and address of Procuring Entity>>>]

Dear Sirs:

We, the undersigned, declare that:

- a) We offer to provide the service for [>>insert a brief description of the tender>>] in conformity with your invitation to tender;
- b) The schedule of prices of our proposal is attached.
- c) Our tender shall be valid for a period of [>>specify the number of calendar days>>] days from the date fixed for the tender submission deadline in accordance with the Tender, and it shall remain binding upon us, subject to any modifications resulting from negotiations, and may be accepted at any time before the expiration of that period;
- d) We understand that you are not bound to accept any proposal that you receive;

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

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

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

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

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