



TENDER NO: 7 OF 2022-23 ELECTRICAL MATERIAL (DOMESTIC AND STREET LIGHT FITTINGS)

Civic Offices

Corner Police College Road and Airport Road

P. O. Box 1790

Matsapha

Swaziland



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MATSAPHA TOWN COUNCIL

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1. PREAMBLE

The Matsapha Town Council requires a competent, registered and reputable company to tender for the supply of electrical Material (domestic and Street Light Fittings) for the financial year 2022-23.

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 **10:00 AM on Friday the 11th February 2022**. Tenders will be opened on the same date at **10:00 AM**.
- 2.3 All Tenders must be provided in English language
- 2.4 One original and Three (3) copies are required. Mark clearly on the front page, which is the original and which are the copies.
- 2.5 Late or telegraphic tenders will not be accepted.
- 2.6 The Council does not bind itself to accept any or the lowest tender.
- 2.7 Tenderers shall, together with the complete tender documents, supply technical data, illustrations and/or leaflets which adequately describe the items offered including quality.
- 2.8 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.



- 2.9 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.
- 2.10 The validity period of the Tender shall be 120 days from the date of submission.
- 2.11 Clarifications may be requested in writing by email, but not later than **4th February 2022**. The address for clarification is: **procurement@matsapha.co.sz**.
- 2.12 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.
- 2.13 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).
- 2.14 **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 Invitation to Tender 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 be 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 by letter, posted on the Public Procurement Agency website, and where appropriate, by fax or email; and,
 - b) Council shall allow a period of at least ten working days to elapse from the date of despatch 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:

- A certified copy of an official statement of the Directors, alternative directors, managers and auditors of the company (for Swaziland firms: Form 'J')
- A certified copy of an official statement of the annual summary of shares capital and shares (for Swaziland firms: Form 'C')
- Certified copy of the current Labour Compliance Certificate.
- Financial Statements for the previous year



- **E350.00** Receipt for payment for the Tender Document
- A Certified Copy of Current Trading License
- Original/Valid Tax Compliance Certificate
- A certified Copy of the current SNPF Compliance Certificate
- Police clearance certificate for ALL Directors

Tenders without this information will be disqualified at tender opening. Arrangement of documents should be in accordance of Annexure 1 and marked as per the index letters.

8. EVALUATION CRITERIA

Tenders shall be evaluated using, but not limited to the following tender evaluation criteria: The Evaluation shall be staged into three:

i. Pre-qualification

Tenders without the information detailed in 4 above will be disqualified;

ii. Technical Evaluation

Partial Offers will not be accepted. Only complete offers will be considered for evaluation. Nonresponsive Tenderers will not proceed to the next financial evaluation stage

(a) Premise Visitation (15marks)

A team from Matsapha Town Council will visit all company premises. The following should be in visible place; -

1. *Trading License should be displayed on the walls of the premises (5);*
2. *Availability of stock mentioned in the tender document to check for quality of goods. (10)*

(b) Company experience (15marks)

Company profile and list of similar work done in the last one year of operations.

(c) Product specification correct as per product description in Table 1.1(Pass or Fail)

The statements of requirements will be evaluated on a pass or fail basis, to determine whether the tender is substantially responsive and, if not, the significance of any variation from that specification.

iii. A Financial Evaluation (20 Marks) to compare tender prices in order to determine the tender with the lowest evaluated price. This will be based on the following:

- Unit Pricing / Costs for each commodity in Emalangeni (15)



- Clear reflection of all taxes to be charged (5)

Evaluation will take place in Lilangeni (SZL) only

9. DURATION OF CONTRACT

The contract duration will be from the award date **1st April 2022 to 31st March 2023.**

10. PROCUREMENT PROCESS

- 7.1 For each tender the Council will award a minimum of 3 vendors where applicable.
- 7.2 The procurement process after award is that the Council shall call for quotations for the item needed from the awarded companies for each tender. The quotations will be considered in relation to the price in the tender document or less.
- 7.3 The Council will consider the pricing and the variations made to the submitted item price.
- 7.4 The Council will issue out an order which has a validity of 30 calendar days.
- 7.5 At the lapse of the 30 days if the items ordered have not been delivered, the order will automatically lapse and it is automatically cancelled.
- 7.6 Delivery shall be made to the Matsapha Town Council Offices during working hours:
08:00 to 1630 Hours Monday to Thursdays

08:00 to 1600 Hours Fridays

11. PRICING AND PAYMENT CONDITIONS

- 8.1 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).
- 8.2 Price (s) quoted must include cost of service provision, delivery and off-loading.
- 8.3 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.
- 8.4 Advance payment will not be made by the Council. The vendor is expected to have the capacity to make delivery on all orders issued within 30 days without any advance payment.

12. ITEMS REQUIRED BREAKDOWN

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

MATSAPHA TOWN COUNCIL



TENDER NO: 7 OF 2022-23 ELECTRICAL MATERIAL (DOMESTIC AND STREET LIGHT FITTINGS)

#	DESCRIPTION	UNIT PRIZE	ITEM CODE
A	<i>CIRCUIT BREAKERS(samite tray mounted ,CBI make)</i>		MUNICIPALITY USE
1	60 E.I.CB		
2	100A MCB		
3	80A MCB		
4	60A MCB		
5	40A MCB		
6	30A MCB		
7	20A MCB		
8	10A MCB		
9	5A MCB		
10	Samite tray		
11	MCB		
12	Din rail -perforated		
13	Neutral busbars		

B	<i>SOCKET OUTLET (crab tree make)</i>	UNIT PRICE	ITEM CODE
			MUNICIPALITY USE
1	4X4 single socket outlet + cover		



2	4x4 Double socket outlet +cover		
3	4x2 Single socket outlet +cover		
4	Double industrial socket outlet		
5	Single industrial socket outlet		
6	Weather proof industrial socket outlet		
7	Weather proof industrial socket outlet		
8	50A Isolator		
C	<i>LIGHT FITTINGS AND SPARES</i>		
1	4ft fluorescent fittings -single		
2	4ft fluorescent fittings- double		
3	5ft fluorescent fittings -single		
4	5ft fluorescent fittings double		
5	4ft fluorescent fittings tubes		
6	5ft fluorescent fittings tubes		
7	8ft fluorescent fittings tubes		
8	4ft surface louvered fluorescent fittings -single		
9	4ft surface louvered fluorescent fittings – double		
10	5ft surface louvered fluorescent fittings-triple		
11	5ft surface louvered fluorescent fittings-single		
12	5ft surface louvered fluorescent fittings-double		
13	4ft surface louvered fluorescent fittings-tripe		

14	5ft fluorescent ballast		
15	4ft fluorescent ballast		



15	6" Bowl fittings		
16	8" Bowl fittings		
17	2D Bulkhead fitting		
18	2x PL9 Bulkhead fitting		
19	PL 9 Lamp		
20	11w Energy savers (BC)		
21	14w Energy savers(BC)		
22	15w Energy savers(BC)		
23	18w Energy savers(BC)		
24	11w Energy savers(ES)		
25	14w Energy savers(ES)		
26	18w Energy savers(ES)		
#	DESCRIPTION	UNIT PRICE(SZL)	ITEM CODE
D	TRAFFIC LIGHTS FITTINGS RECOMMENDED SUPPLIER: TRAFFIC SIGNALS AND ACCESSORIES.		MUNICIPALITY USE
1	4 – Phase light controller		
2	8- Phase light controller		
3	4m traffic light pole		
4	Pole terminals		
5	6 Aspect LED traffic signal with complete with back board		
	5 Aspect LED traffic signal with complete with back board		
6	3 Aspect LED traffic signal with complete with back board		
7	2 Aspect LED traffic signal with complete with back board		



8	Lunar controller phase drive card		
9	Lunar Controller card		
10	Lunar conflict resolution card		
E	STREETLIGHTS FITTINGS AND SPARES		
A	L. E. D LIGHTS FITTINGS—Recommended manufacture/supplier: ANTLEY LIGHTING		
1	MA MAHA LED FLLOD LIGHT 150W		
2	MA MAHA LED FLOOD LIGHT 200W		
3	AKEB LED STREET LIGHT		
4	10 W SOLAR AREA		
5	26W PL-C 4P		
6	Hera HR		
F	WIRING ACCESORIES		
7	SINGLE PHASE METER BOX GALVANISED		
8	THREE PHASE METER BOX GALVANISED		
9	THREE PHASE METER BOX FIBER		
10	6 - WAY DISTRIBUTION BOX- SURFACE		
11	8 - WAY DISTRIBUTION BOX-SURFACE		
12	8- WAY DISTRIBUTION BOX-FLUSH		
13	12- WAY DISTRIBUTION BOX-SURFACE		
14	12 - WAY DISTRIBUTION BOX-FLUSH		
15	16- WAY DISTRIBUTION BOX-SURFACE		
16	16- WAY DISTRIBUTION BOX-FLUSH		



17	4ft EARTH SPIKE		
18	PIG TAIL SCREW		
19	STAY ROD M16		
20	STAY INSULATOR		
21	SIZE 0 PVC		
22	SIZE 1 PVC		
23	SIZE 2 PVC		
23	16MM FERRULES		
24	10MM FERRULES		
25	6MM FERRULES		
26	4MM FERRULES		
G	CABLES AND ACCESSORIES		
27	4MMX2 CORE SWA CABLE		
28	4MMX3 CORE SWA CABLE		
29	4MMX4 CORE SWA CABLE		
30	6MMX2 CORE SWA CABLE		
31	6MMX3 CORE SWA CABLE		
32	6MMX4 CORE SWA CABLE		
33	10MMX2 CORE SWA CABLE		
34	10MMX2 CORE SWA CABLE		
35	10MMX4 CORE SWA CABLE		
36	16MMX2 CORE SWA CABLE		
37	16MMX3 CORE SWA CABLE		
38	16MMX4 CORE SWA CABLE		



39	MX1 SPLICING KIT		
40	MX2 SPLICING KIT		
41	MX3 SPLICING KIT		
42	4MM X2CORE FLEXIBLE CABLE		
43	4MM X3CORE FLEXIBLE CABLE		
44	4MM X4CORE FLEXIBLE CABLE		
45	2.5MM X2CORE FLEXIBLE CABLE		
46	2.5MMX 3CORE FLEXIBLE CABLE		
47	2.5MMX 4CORE FLEXIBLE CABLE		
48	1.5MMX 19CORE SWA		
49	1.5MMX12CORE		
50	1.5MM XHOUSE WIRE ALL COLOURS		
51	2.5MM HOUSE WIRE ALL COLOURS		
52	4MM XHOUSE WIRE ALL COLOURS		
53	6MM XHOUSE WIRE ALL COLOURS		
54	10MM XHOUSE WIRE ALL COLOURS		
55	16MM XHOUSE WIRE ALL COLOURS		
H	<i>GALVANISED POLES</i>		
	MOUNTING HEIGHT	OUTREACH	
a	6m	Post top	
b	6m	0.5m single	
c	8m	0.5m single	
d	9m	0.5m single	
e	9m	0.5m single	
f	10m	0.5m single	

g	10m	1m double		
h	12m	0.5m single		
j	12m	1m single		
k	14m	0.5m single		
l	14m	1m single		
m	16m	0.5m single		
n	16m	1m single		
56	<i>GALVANISED STREET LIGTH POLE ONLY</i>			
a	6m			
b	8m			
c	10			
d	12			
e	14			
f	16			

#	DESCRIPTION	UNIT PRICE(SZL)	ITEM CODE
			MUNICIPALITY USE
60	AL/CU CLAMPS TYPE NB		
61	INSULATION PIERCING CONNECTIONS TYPE PL2		
62	INSULATION PIERCING CONNECTIONS TYPE PL-1WPIF		
63	LV STRAIN ASSEMBLY		
64	SOCKET TONGUE ADAPTORS		
65	NS NYLON SLING		



66	DEAD END CLAMP TYPE STA		
67	LIGHT DUTY SUSPENSION CLAMP TYPE PS4-18		
68	CABLE END CAP		
69	TENSION CLAMPS		
70	ABC CABLE 35MM		
I	ELECTRICAL TOOLS		
71	HIGH VOLTAGE DETECTOR		
72	LINK STICKS (SH230)		
73	SOLDERING KIT (TP720)		
74	LAMP TESTER		
75	TOOL BACK PACK ELECTRIC KIT (TBP5-9)		
76	MULTI PURPOSE TOOL SET KIT 9MPT55N)		

ANNEXURE 1.



SECTION E: SUBMISSION CHECK LIST

REQUIREMENT	AVAILABLE / NOT AVAILABLE (Please tick-✓ or cross- × as appropriate)
A. Company Profile	
B. A Certified Copy of Valid Trading License	
C. Original/Valid Tax Compliance Certificate	
D. A certified Copy of current Labour Compliance Certificate	
E. A Certified Copy of Form J and Form C (Company Ownership and Shareholding)	
F. Certified copy of Eswatini National Provident Fund (ENPF) certificate	
G. Police Clearance for All company Directors	
H. Financial Statements for the previous year	
I. Names and Contacts of at least (5) Reference Customers	
J. Completed Price listing as per Table 1.1 of Tender Document	

SECTION F:



CONTRACT TERMS AND CONDITIONS

3. DEFINITIONS

3.1 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 National Disaster Management Agency, an organization purchasing the Goods.
- f) “The Supplier” means the individual or firm supplying the Goods and Services under this Contract.

4. APPLICATION

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

5. STANDARDS

5.1 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.

6. USE OF CONTRACT DOCUMENTS AND INFORMATION

6.1 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.

6.2 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.

6.3 Any goods, 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.

7. PATENT RIGHTS

7.1 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.

8. PACKING

8.1 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.

8.2 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.

9. DELIVERY AND DOCUMENTS

9.1 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.



9.2 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.

10. INSURANCE

10.1 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.

11. TRANSPORTATION

11.1 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.

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

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

12. WARRANTY

12.1 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 Swaziland.



- 12.2 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.
- 12.3 The Procuring Entity shall promptly notify the Supplier in writing of any claims arising under this warranty.
- 12.4 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.
- 12.5 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.

13. PAYMENT

- 13.1 The method and conditions of payment to be made to the Supplier under this Contract shall be specified in the Contract document.
- 13.2 The Supplier's request(s) for payment shall be made to the Procuring Entity in writing, accompanied by an invoice describing, as appropriate, the Goods delivered and Services performed, and upon fulfilment of other obligations stipulated in the Contract.
- 13.3 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.

14. PRICES

- 14.1 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.
- 14.2 All such prices shall be valid and fixed for a period of one (01) year.

15. CHANGE ORDERS



15.1 The Procuring Entity may at any time, by a written order given to the, 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 Procuring Entity
- b) the method of shipment or packing;
- c) the place of delivery; and/or
- d) the Services to be provided by the Supplier.

15.2 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 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.

16. CONTRACT AMENDMENTS

16.1 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.

17. ASSIGNMENT

17.1 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.

18. SUBCONTRACTS

18.1 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.

19. DELAYS IN THE SUPPLIER'S PERFORMANCE

19.1 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.

19.2 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.

- 19.3 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.

20. LIQUIDATED DAMAGES

- 20.1 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.

21. TERMINATION FOR DEFAULT

- 21.1 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.
- 21.2 In the event the Procuring entity terminates the contract in whole or in part, pursuant to clause 18.1, the Procuring Entity may procure, upon such terms and in 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.

22. FORCE MAJEURE



- 22.1 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.
- 22.2 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.
- 22.3 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.

23. TERMINATION FOR INSOLVENCY

- 23.1 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.

24. RESOLUTION OF DISPUTES

- 24.1 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.
- 24.2 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.
- 24.3 The arbitrator shall determine the matters in dispute in accordance with the laws in effect in Swaziland.
- 24.4 All notices to be given in connection with the arbitration shall be in writing and shall be effective upon receipt.



25. APPLICABLE LAW

25.1 The contract shall be interpreted in accordance with the laws and regulations in effect in the Kingdom of Swaziland

26. NOTICES

26.1 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 of 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.

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

27. TAXES AND DUTIES

27.1 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.

FORM TECH-1: 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: 7 of 2022-23 ELECTRICAL MATERIAL (DOMESTIC AND STREET LIGHT
FITTINGS)**

We hereby declare that:-

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

Authorised Representative

Date



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]*

