















































## **SECTION 3. SPECIAL CONDITIONS OF CONTRACT**

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

### **2. Definitions (Clause 1)**

- (a) The Purchaser is: **The Municipal Council of Mbabane.**
- (b) The Supplier is the individual or firm supplying the Goods under this Contract.

### **3. Performance Security (Clause 6)**

Performance Security shall be in the amount of 10% of the Contract Price.

### **4. Inspection and Tests (Clause 7)**

The following inspection procedures and tests are required by the Purchaser:

- (a) Verifying if the installed product meets specifications;
- (b) Verifying if data retrieved from the counter is downloadable in Excel format;

### **5. Delivery and Documents (Clause 9)**

(a) For Imported Goods. Upon shipment, the Supplier shall notify the Purchaser and the Insurance Company by facsimile 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 Supplier shall mail the following documents to the Purchaser, with a copy to the Insurance Company:

- (i) Copies of the Supplier's invoice showing Goods description, quantity, unit price, and total amount;
- (ii) Original and three copies of the negotiable, clean, on-board bill of lading marked freight prepaid and three copies of non-negotiable bill of lading;
- (iii) Copies of packing list identifying contents of each package;
- (iv) Insurance certificate;
- (v) Manufacturer's/supplier's guarantee certificate;
- (vi) Inspection certificate, issued by the nominated inspection agency and the Supplier's factory inspection report; and

- (vii) Certificate of origin.

The above documents shall be received by the Purchaser at least one week before arrival of Goods at the port and, if not received, the Supplier will be responsible for any consequent expenses.

(b) For Domestic Goods:

- (i) Copies of the Supplier invoice showing Goods description, quantity, unit price, total amount;
- (ii) Delivery note/railway receipt/truck receipt;
- (iii) Manufacturer's/Supplier's guarantee certificate
- (iv) Inspection Certificate issued by the nominated inspection agency, and the Supplier's factory inspection report; and
- (v) Certificate of Origin.

## 6. Insurance (Clause 11)

The marine insurance shall be in an amount equal to 110% of the CIF value of the goods and cover all Risks, including War and Strikes.

## 7. Spare Parts (Clause 10)

Supplier shall carry sufficient inventories to assure ex-stock supply of spares such as batteries, fuses, etc. Other spare parts and components shall be supplied as promptly as possible but, in any case, within six months of placement of order and establishment of Letter of Credit.

## 8. Warranty

The warranty period shall be 12 months from the date of delivery.

## 9. Payment

- (a) Payment for Goods and Services.

Payment for Goods and Services shall be made in Emalangeneni as follows:

- (i) On Delivery: 100% of the contract price shall be paid on receipt of Goods and upon submission of the documents specified in Clause 10; and

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**10. Resolution of Disputes (Clause 27)**

10.1 The dispute resolution mechanism shall be as follows:

- (a) the dispute shall be referred to adjudication/arbitration in accordance with the laws of the Purchaser's country

**11. Notices (Clause 31)**

For the purposes of execution of this contract the Municipal Council of Mbabane is responsible for all correspondence, decisions, payments and etc on this contract.

**12. Notices (Clause 30)**

For the purposes of all notices, the following shall be the address of the Purchaser and Supplier:

Purchaser: Municipal Council of Mbabane  
Civic Offices  
Mahlokohla Street  
PO Box 1  
Mbabane  
SWAZILAND

Supplier: (To be filled in at the time of Contract signing)

.....  
.....  
.....

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## SECTION 4. SCHEDULE OF REQUIREMENTS

This item shall consist of furnishing all materials, supplies, tools, equipment including all labour (installation), orientation and training required for the Digital Traffic Counter capable of counting and classifying vehicle types as it passes the counter (sensor). The information shall be downloadable through a PC in Excel format. The traffic counts shall be recorded in real-time and stored by vehicle type.

## SECTION 5. TECHNICAL SPECIFICATIONS

### 1. General

1.1 These technical specifications describe the copier- printer-copier in detail:

### 2. Functional Requirements

- **Copy, Print & colour scanner**
- **Print 60 copies per minute or better**
- **2 x 1500 sheet trays**
- **Duplex unit and duplex document feed**
- **Staple finisher upgradeable to punch, fold and saddle stitch**
- **Sort, work separator capability**
- **standard security features for document/data security, access security and network security**
- **8GB RAM, 250 GB HDD SSD**
- **A5, A4, A3 paper size options**
- **Network connect, USB, WiFi compatibility**

### 3. Warranty

3.1 The bidder must guarantee that all items included in the unit bid upon shall be new, and of high quality and good workmanship. The bidder, shall also guarantee to replace, free of charge, any part that may break or fail in any manner, under the use and conditions herein described by reason of defective material or workmanship within a period of 12 months from the date of installation.

### 4. Non-compliance with the Specifications

4.1 In the event that the unit bid upon does not fully comply with these specifications, the bidder shall state definitively wherein the unit he proposes to furnish does not comply, referring to the applicable paragraph of these specifications. When no statement to the contrary is received, the bidder shall be considered as meeting all the provisions of the specification under that paragraph, and shall be binding to any claims that the purchaser raises.

### 5. Specification Waiver

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5.1 The right is reserved by the purchaser to waive the compliance on any of these specifications and make awards in the best interest of the Municipal Council of Mbabane.

## 6. Minimum Requirements

6.1 Minimum requirements are as shown in the table below.

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**EVALUATION CRITERIA: SUPPLY, INSTALLATION AND MAINTENANCE OF COPIER PRINTER (4 UNITS)**

Item	Specification	Responsive yes/no
1.	Proposed Delivery Time: Shorter than, equal to, or within the specified validity period (90 days)	
2.	Any Tender Conditions: price discountable.	
3.	Experience of Supplier in providing similar services:  - List three (3) contact details of companies and contact persons of clients previously supplied with digital traffic counter including the delivery period in the last five (5) years.	
4.	Copy, Print & colour scanner	
5.	Print 60 copies per minute or better	
6.	2 x 1500 sheet trays	
7.	Touch screen input system	
8.	Duplex unit and duplex document feed	
9.	Staple finisher upgradeable to punch, fold and saddle stitch	
10.	Sort, work separator capability	
11.	Standard security features for document/data security, access security and network security	
12.	8GB RAM, 250 GB HDD SSD	
13.	A5, A4, A3 paper size options	
14.	Network connect, USB, WiFi compatibility	
15.	Volume of at least 100 000 per month	
16.	Includes purchase options: <ul style="list-style-type: none"> <li>• Cash purchase</li> <li>• Lease</li> <li>• Lease to own</li> </ul>	
17.	Full maintenance plan/service contract inclusive of parts replacement	
18.	Includes cost per copy	
19.	Has dealership/agent in country	
20.	12 months Warranty period	
21.	No upfront payment or deposit required	

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Item	Specification	Responsive yes/no

**Bidders must be considered responsive to the tender and be eligible for price evaluation.**

**The evaluation criteria will be least cost selection of technically responsive bidders.**

**TENDER FORM**

Date.....2023

Contract No ..... of 2023

TO: Municipal Council of Mbabane  
 Civic Offices  
 Mahlokohla Street  
 PO Box 1  
 Mbabane  
 Swaziland

Gentlemen:

Having examined the Tender Documents including Addenda Nos....., the receipt of which is hereby duly acknowledged, we, the undersigned, offer to supply and install

.....  
 (description of Goods and Services) in conformity with the said Tender Documents for the sum of.....

.....(Total Tender Amount in Words and Figures) or such other sums as may be ascertained in accordance with the Schedule of Prices attached herewith and made part of this tender.

We undertake, if our tender is accepted, to commence delivery within .....(Number) days and to complete delivery of all the items specified in the Contract within ..... (Number) days calculated from the date of receipt of your Notification of Award.

If our tender is accepted we will obtain the guarantee of a bank in a sum not exceeding 10% of the Contract Price for the due performance of the Contract.

We agree to adhere to this tender for a period of 90 days from the date fixed for tender opening under Clause 22 of the Instruction of Tenderers and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

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Until a formal contract is prepared and executed, this tender, together with your written acceptance thereof and your notification of award, shall constitute a binding contract between us.

Dated this.....day of.....2023..

Signature:.....

(In the Capacity of):.....

Duly Authorized to sign tender for and on behalf of.....

### TENDER SECURITY FORM

Whereas.....  
(hereinafter called the Tenderer) has submitted its tender dated.....2023.....for the supply and delivery of ..... (hereinafter called the Tender)

**KNOW ALL MEN** by these presents that WE  
..... of  
..... having our registered office at  
.....(hereinafter called the Bank) are bound  
unto the Municipal Council of Mbabane (hereinafter called>the Purchaser) in the sum of  
..... for which payment well and truly to be made to the said  
Purchaser, the Bank binds itself, its successors and assigns by these presents. Sealed  
with the Common Seal of the said bank this ..... day of .....,.....2023

THE CONDITIONS of this obligation are:

1. If the Tenderer withdraws its Tender during the period of tender validity specified by the Tenderer on the Tender Form; or
2. If the Tenderer, having been notified of the acceptance of its tender by the Purchaser during the period of tender validity:
  - (a) fails or refuses to execute the Contract Form if required; or
  - (b) fails or refuses to furnish the Performance Security, in accordance with the Instruction to Tenderers;

we undertake to pay the Purchaser up to the above amount upon receipt of its first written demand, without the Purchaser having to substantiate its demand, provided that in its demand the Purchaser will note that the amount claimed by it is due it owing to the occurrence of one or both of the two conditions, specifying the occurred condition or conditions.

This guarantee will remain in force up to and including thirty (30) days after the period of

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the tender validity, and any demand in respect thereof should reach the Bank not later than the above date.

.....  
(Signature of the Bank)

**AGREEMENT**

**THIS AGREEMENT** made the.....day of....., 2023..... between the Municipal Council of Mbabane (hereinafter called the Purchaser) of one part and..... (Name of Supplier) (hereinafter called the supplier) of.....(City and Country of Supplier) of the other part:

**WHEREAS** the Purchaser is desirous that certain Goods and ancillary services should be provided by the Supplier, viz, .....(Brief Description of Goods and Services) and has accepted a tender by the Supplier for the supply of Goods and Services in the sum of ..... (Contract Price in Words and Figures) (hereinafter called the Contract Price).

**NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:**

- 1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.
- 2. The following documents shall be deemed to form and be read and construed as part of this Agreement viz.:
  - (a) the Form of Tender and Price schedule submitted by the Tenderer;
  - (b) the Schedule of Requirements;
  - (c) the Technical Specifications;
  - (d) the General Conditions of Contract;
  - (e) the Special Conditions of Contract; and
  - (f) the Purchaser’s Notification of Award.



- 3. In consideration of the payments to be made by the Purchaser to the Supplier as hereinafter mentioned, the Supplier hereby covenants with the Purchaser to provide the Goods and Services and to remedy defects therein in conformity in all respects with the provision of he Contract.
- 4. The Purchaser hereby covenants to pay the Supplier in consideration of the provision of the Goods and Services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

**IN WITNESS** whereof the parties hereto have caused this Agreement to be executed in accordance with their respective laws the day and year first above written.

Signed, Sealed and Delivered by the said.....  
 (For the Purchaser)

in the presence

of.....

Signed, Sealed and Delivered by the said.....  
 (For the Supplier)

in the presence

of.....

**PERFORMANCE SECURITY FORM**

To: Municipal Council of Mbabane

**WHEREAS** ..... hereinafter called the Supplier has undertaken, in pursuance of Contract No..... dated.....2023 to supply .....  
.....  
(Description of Goods and Services) hereinafter called the Contract.

**AND WHEREAS** it has been stipulated by you in the said Contract that the Supplier shall furnish you with a Bank Guarantee by a recognized bank for the sum specified therein as security for compliance with the Supplier’s performance obligations in accordance with the Contract.

**AND WHEREAS** we have agreed to give the Supplier a Guarantee:

**THEREFORE WE** hereby affirm that we are Guarantors and responsible to you, on behalf of the Supplier, up to a total of ..... (Amount of the Guarantee in Words and Figures) and we undertake to pay you, upon your first written demand declaring the Supplier to be in default under the Contract and without cavil or argument, any sum or sums within the limit of ..... (Amount of Guarantee) as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

The guarantee is valid until the expiration of the period of guarantee on the goods and services supplied.

Signature and Seal of Guarantors.....  
.....  
.....

Date .....  
Address.....  
.....  
.....  
.....

**DECLARATION OF ELIGIBILITY**

[The Consultancy firm must provide a signed declaration on its company letterhead in the following format. If the Proposal is being presented by a joint venture or



consortium all members must each sign their own declaration.]  
[>>>Name of Consultancy firm, Address, and Date>>>]

To: The Chief Executive Officer  
Municipal Council of Mbabane  
Mahlokohla street  
P.O. Box 1, Mbabane

Dear Sirs,

**RE: TENDER NUMBER: 37 OF 2023/24**

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 .....

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