

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) Walk around visual inspection of all bodywork;
- (b) Checking of all fuel, oil and fluid levels;
- (c) Test driving of all vehicles.

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 Supplier's invoice showing Goods description, quantity, unit price, 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 covering All Risks, including War and Strikes.

7. Spare Parts (Clause 10)

Supplier shall carry sufficient inventories to assure ex-stock supply of consumable spares such as gaskets, plugs, washers, belts, 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 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)

.....



SECTION 4. SCHEDULE OF REQUIREMENTS

Item	Specification
1.	Proposed Delivery Time: Shorter than, equal to or within specified validity period
2.	Experience of Supplier in providing similar services: Details of previously supplied Waste skips and amounts over the last five years, including clients supplied, contact numbers and person to contact. Also list details of orders under way or committed, including expected delivery dates. Catalogues, specifications etc.
3.	In Council colours; Council's Orange in Fire Resistant Paint
4.	<p>CAPACITY: REL 5.5m³ waste skips made of robust material</p> <ul style="list-style-type: none"> • Length – base 1.830 m • Length – top 3.650m • Height – 1.270m • Width 1.560m • Plate thickness: Base plate should be not less than 8mm and side plates should be 6mm thick. • Welding should be continuous welding inside and outside the skip. • 50mm diameter round bar welded to one end of the skip • A lifting hook made from 25mm diameter round bar at the opposite end.
5.	The base should be a reinforced and ribbed base- to prevent waste sticking to base and prevent stagnation of water in skip
6.	Weep holes should be provided on all corners of skip
7.	<p><u>INSCRIPTION ON SIDES OF SKIP</u></p> <p>*Inscriptions to be both in SiSwati and English, on the broader sides of the skip</p> <p>SISWATI</p> <p>AKUKAVUMELEKI LOKU</p> <ul style="list-style-type: none"> • UMLILO/EMALAHLE • TIBI LETINEBUNGOTI • TILWANE LETIFILE • TIHLAHLA LETIJUTJIWE • EMANGCOLISO • EMANTI LANGCOLILE

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Item	Specification
	<ul style="list-style-type: none"> • KUDOBHA <p>ENGLISH</p> <p>NO</p> <ul style="list-style-type: none"> • HOT ASH/ FIRE • HOT ELECTRONIC WASTE • DEAD ANIMALS • TREES/ PLANTS • FECAL MATTER • WASTE WATER • SCAVENGING
8.	<ul style="list-style-type: none"> • Skips TO HAVE WELDED NUMBERING from 38 to 62
9.	<ul style="list-style-type: none"> • Reflective tap at all top corners of the waste skip

Notes:

- 1) A Supplier may choose to tender for the supply and delivery of one, two or all goods.
- 2) The purchaser may choose to accept one or any combination of the items listed in the Schedule of requirements and is not obliged to purchase all vehicles from any one Supplier.

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SECTION 5. TECHNICAL SPECIFICATIONS

1. General

1.1 These technical specifications describe the following vehicles:

2. Materials.

2.1 All materials shall be free from objectionable characteristics, or defects, which would adversely affect the appearance or function of the finished product. The unit bid upon shall be of the manufacturer's current model.

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 or 60 000 km operation of the engine, whichever comes first, from the date of receipt of the item at the final destination.

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

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. Dealership Preference

6.1 Preference in making an award will be given to the supplier with a known and established dealership in Swaziland and is a certified Agent of the manufacturer.

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7. Colour

7.1 The skips shall be painted in the official colours of the Council. The respective Council's identification logo shall be painted on the driver's and passenger's doors. Information is to be obtained from the Council's Transport Manager.

8. Manual Sets

8.1 Three complete sets of operating instructions, service manuals, parts manuals and lubrication charts shall be furnished with the bid.

9.0 Minimum Requirements

9.1 Minimum requirements are as shown in the table below.

EVALUATION CRITERIA: SKIPS

TECHNICAL		POINTS ALLOCATION
Experience in delivering 15 or more skips in the past 3 years to any individual client.	a. Number of skips supplied (Year skips supplied Client, client contact person, number of skips, origin of skips.)	a. 15+ skips delivered in the past 3 years (10), less than 15 delivered in the past 3 years (5)
Delivery	b. Supplier must stipulate the number of days it will take to deliver the skips (4 -6 weeks.	b. Delivered within 4 -6 weeks (5)
Company Profile	c. Company profile should indicate experience and capability to supply the skip (History, capability, relevance)	c. Company profile (5)
Skip Specification	d. Correct Skip specification	d. Specification (20)
References	e. References of delivery in the past three years of more than 15 skips. (Reference letters, number of skips, contact person, days of delivery,	e. References (5)

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	company name)	
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A responsive tender must obtain a minimum 70% mark to be deemed responsive and eligible for the consideration of financial values and production capabilities.

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 deliver

.....
 (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 by 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.

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.

We understand that **you may accept one or more items from our tender** and that you are not bound to accept the lowest or any tender you may receive.

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 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

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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.....

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

FORM TECH-5: 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: 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;

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- 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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