

The Supplier firm shall hold Council's interest's paramount, without any consideration for future work, and strictly avoid conflict with other assignments or their own corporate interests.

15.3 Supplier firm is Not to Benefit from Commissions, Discounts, etc.

The payment of the Supplier firm pursuant to Clause GCC 10 shall constitute the Supplier firm's only payment in connection with this Contract or the Services, and the Supplier firm shall not accept for their own benefit any trade commission, discount, or similar payment in connection with activities pursuant to this Contract or to the Services or in the discharge of their obligations under the Contract, and the Supplier firm shall use their best efforts to ensure that the Personnel, any Sub-Supplier firm s, and agents of either of them similarly shall not receive any such additional payment.

15.4 Supplier firm and Affiliates Not to be Otherwise Interested in Project.

The Supplier firm agrees that, during the term of this Contract and after its termination, the Supplier firm and any entity affiliated with the Supplier firm, as well as any Sub-Supplier firm(s) and any entity affiliated with such Sub-Supplier firm s, shall be disqualified from providing goods, works or services (other than consulting services) resulting from or directly related to the Supplier firm's Services for the preparation or implementation of the project.

15.5 Prohibition of Conflicting Activities

The Supplier firm shall not engage, and shall cause their Personnel as well as their Sub-Supplier firm(s) and their Personnel not to engage, either directly or indirectly, in any business or professional activities which would conflict with the activities assigned to them under this Contract.

15.6 Confidentiality

Except with the prior written consent of Council, the Supplier firm and the Personnel shall not at any time communicate to any person or entity any confidential information acquired in the course of the Services, nor shall the Supplier firm and the Personnel make public the recommendations formulated in the course of, or as a result of, the Services.

15.7 Insurance to be Taken Out by the Supplier firm

The Supplier firm (a) shall take out and maintain, and shall cause any Sub-Supplier firm(s) to take out and maintain, at their (or the Sub-Supplier firm s', as the case may be) own cost but on terms and conditions approved by Council, insurance against the risks, and for the coverage, as shall be specified in the SCC; and (b) at Council's request, shall provide evidence to Council showing that such insurance has been taken out and maintained and that the current premiums have been paid.

15.8 Supplier firm's Actions Requiring Agency's Prior Approval

The Supplier firm shall obtain Council's prior approval in writing before taking any of the following actions:

- a) Entering into a subcontract for the performance of any part of the Services,
- b) Appointing such members of the Personnel not listed by name in Appendix C, and
- c) Any other action that may be specified in the SCC.

15.9 Reporting Obligations

- a) The Supplier firm shall submit to Council the reports and documents specified in Appendix B hereto, in the form, in the numbers and within the time periods set forth in the said Appendix.
- b) Final reports shall be delivered in CD ROM in addition to the hard copies specified in said Appendix.
- c) The consultant will work closely and report periodically to the Town Clerk and Heads of Department when necessary.

15.10 Documents Prepared by the Supplier firm to be the Property of Council

- a) All plans, drawings, specifications, designs, reports, other documents and software submitted by the Supplier firm under this Contract shall become and remain the property of Council, and the Supplier firm shall, not later than upon termination or expiration of this Contract, deliver all such documents to Council, together with a detailed inventory thereof.
- b) The Supplier firm may retain a copy of such documents and software. Restrictions about the future use of these documents, if any, shall be specified in the SCC.

16. Supplier firm 's Personnel

16.1 Description of Personnel

The Supplier firm shall employ and provide such qualified and experienced Personnel and Sub-Supplier firm(s) as are required to carry out the Services. The titles, agreed job descriptions, minimum qualifications, and estimated periods of engagement in the carrying out of the Services of the Supplier firm's Key Personnel are described in Appendix C. The Key Personnel and Sub-Supplier firm(s) listed by title as well as by name in Appendix C are hereby approved by Council.

16.2 Removal and/or Replacement of Personnel

- a) Except as Council may otherwise agree, no changes shall be made in the Key Personnel. If, for any reason beyond the reasonable control of the Supplier firm, such as retirement, death, medical incapacity, among others, it becomes necessary to replace any of the Key Personnel, the Supplier firm shall provide as a replacement a person of equivalent or better qualifications.
- b) If Council finds that any of the Personnel have (i) committed serious misconduct or have been charged with having committed a criminal action, or (ii) have reasonable cause to be dissatisfied with the performance of any of the Personnel, then the Supplier firm shall, at Council's written request specifying the grounds

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thereof, provide as a replacement a person with qualifications and experience acceptable to Council.

- c) The Supplier firm shall have no claim for additional costs arising out of or incidental to any removal and/or replacement of Personnel.

17.Obligations of Council

17.1 Assistance

Council shall use its best efforts to provide the Supplier firm such assistance as specified in the SCC.

17.2 Change in the Applicable Law Related to Taxes and Duties

If, after the date of this Contract, there is any change in the Applicable Law with respect to taxes and duties which increases or decreases the cost incurred by the Supplier firm in performing the Services, then the remuneration and reimbursable expenses otherwise payable to the Supplier firm under this Contract shall be increased or decreased accordingly by agreement between the Parties, and corresponding adjustments shall be made to the amounts referred to in Clauses GCC 14 (a) or (b), as the case may be.

17.3 Contract Unit Prices and Reimbursable

- a) The unit prices and reimbursable payable in the currency is set forth in the SCC.
b) The unit price and reimbursable payable in local currency is set forth in the SCC.

17.4 Payment for Additional Services

For the purpose of determining the remuneration due for additional services as may be agreed under Clause 2.4, a breakdown of the unit prices and reimbursable is provided in Appendices D and E.

18.Terms and Conditions of Payment

Payments will be made to the account of the Supplier firm and according to the payment schedule stated in the SCC. Unless otherwise stated in the SCC, the first payment shall be made against the provision by the Supplier firm of an advance payment guarantee for the same amount, and shall be valid for the period stated in the SCC. Such guarantee shall be in the form set forth in Appendix G hereto, or in such other form, as Council shall have approved in writing. Any other payment shall be made after the conditions listed in the SCC for such payment have been met, and the Supplier firm has submitted an invoice to Council specifying the amount due.

19.Good Faith

The Parties undertake to act in good faith with respect to each other's rights under this Contract and to adopt all reasonable measures to ensure the realization of the objectives of this Contract.

20.Settlement of Disputes

20.1 Amicable Settlement

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The Parties agree that the avoidance or early resolution of disputes is crucial for a smooth execution of the Contract and the success of the assignment. The Parties shall use their best efforts to settle amicably all disputes arising out of or in connection with this Contract or its interpretation.

20.2 Dispute Resolution

Any dispute between the Parties as to matters arising pursuant to this Contract that cannot be settled amicably within thirty (30) days after receipt by one Party of the other Party's request for such amicable settlement may be submitted by either Party for settlement in accordance with the provisions specified in the SCC

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SECTION 4: SPECIAL CONDITIONS OF CONTRACT

1.LOTS

Bidders are invited to bid for part or all of the below listed lots.

LOT NO	DESCRIPTION
1	SUPPLY & DELIVERY OF TYRES, TUBES & BATTERIES
2	SUPPLY & DELIVERY OF PETROL & DIESEL (FUEL) & GAS
3	SUPPLY & DELIVERY OF OIL AND GREASE
4	SUPPLY & DELIVERY OF DOMESTIC AND STREET LIGHTING FITTINGS
5	SUPPLY & DELIVERY OF ASPHALT OVERLAY & BITUMEN PRODUCTS
6	SUPPLY & DELIVERY OF PERSONAL PROTECTIVE EQUIPMENT (PPE), CLEANING MATERIALS & TOILET PAPERS
7	SUPPLY & DELIVERY OF STATIONERY AND OFFICE FURNITURE
8	SUPPLY & DELIVERY OF LABORATORY TESTING CHEMICALS AND EQUIPMENT
9	SUPPLY & DELIVERY OF COMPUTER HARDWARE, SOFTWARE & SUPPORT AND MAINTENANCE
10	DESIGNING AND PRINTING OF COUNCIL DOCUMENTS
11	CATERING SERVICES
12	SERVICING, SUPPLY & DELIVERY OF FIRE FIGHTING EQUIPMENT
13	SUPPLY & DELIVERY OF CORPORATE BRANDING MATERIALS
14	SUPPLY & DELIVERY OF STREET LIGHTS RETICULATION
15	SUPPLY & DELIVERY OF PHARMACEUTICAL AGENTS AND FIRST AID EQUIPMENT

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16	HIRING OF HEAVY PLANT EQUIPMENT
17	EVENTS MANAGEMENT & ENTERTAINMENT
18	HIRING OF SMALL EQUIPMENT
19	LAND SURVEYING SERVICES
20	CEMENT PRODUCTS
21	DRAIN CLEANING SERVICES
22	MOBILE TOILET SERVICES

Lot specifications can be requested from chaziled@mbacity.org.sz

2. Bidders must price all items on the bill of quantities to be obtained from the email above for completeness of tender.
3. Bidders must specify the delivery periods for listed goods/services/works.
4. Bidders must specify their physical address and provide an active email address and contact details.
5. A clear list of previous projects/customers must be provided with start and end dates, contact person and nature of work done.

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ANNEXURE 1 - FORM TECH-1: TENDER SUBMISSION FORM

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

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

Dear Sirs:

We, the undersigned, offer to supply and Deliver Tyres, Tubes and Batteries to the Municipal Council of Mbabane in accordance with your Invitation to Tender document. We are hereby submitting our Tender, which includes this Tender, and all other required documentation sealed under a separate envelope.

We are submitting our Tender in association with: [>>Insert a list with full name and address of Tenderer or each associated Tenderer>>]

We hereby declare that all the information and statements made in this Tender are true and accept that any misinterpretation contained in it may lead to our disqualification.

If negotiations are held during the period of validity of the Tender, we undertake to negotiate on the basis of the authorized staff. Our Tender is binding upon us and subject to the modifications resulting from Contract negotiations.

We undertake, if our Tender is accepted, to initiate the Supply and Delivery of the goods related to the assignment as soon as we are instructed.

We understand the Municipality is not bound to accept the lowest or any tender.

We remain,

Yours sincerely,

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Authorized Signature: _____

Name and Title of Signatory: _____

Name of Firm: _____

Address: _____

[Stamp of the Firm]

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ANNEXURE 2 - FORM TECH-7: 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 Tenderer, Address, and Date>>>]

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

Dear Sirs,

Re: Tender Reference: **TENDER NO. 1 – 2024/2025 LOT NO:**.....

We hereby declare that: -

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

Signed

Authorised Representative

Date

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I/We the undersigned, hereby acknowledge myself/ourselves fully conversant with the details and the conditions set out in the special conditions and specifications and with the general conditions of purchase and conditions of tender attached and hereby agree to supply, deliver and off-load in accordance therewith:

NAME OF TENDERER (in full) -----

-

BUSINESS ADDRESS:

.....

TELEPHONE NUMBER:

EMAIL ADDRESS:

Name of Person authorised to sign this tender:

(BLOCK LETTERS)

Signature of person authorised to sign this tender:

DATE _____ AS WITNESS: -----

-

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ANNEXURE 3 - Tender-Securing Declaration

[The Tenderer shall fill in this Form in accordance with the instructions indicated.]

Date: *[date (as day, month and year)]*

Tender No.: *[number of tendering process]*

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

To: *[complete name]*

We, the undersigned, declare that:

We understand that, according to your conditions, tenders must be supported by a Tender-Securing Declaration.

We accept that we will automatically be suspended from being eligible for tendering in any contract with Council for the period of time of *[number of months or years]* starting on *[date]*, if we are in breach of our obligation(s) under the tender conditions, because we:

- (a) have withdrawn our Tender during the period of tender validity specified in the Form of Tender; or
- (b) having been notified of the acceptance of our Tender by Council during the period of tender validity, (i) fail or refuse to execute the Contract; or (ii) fail or refuse to furnish the Performance Security, if required, in accordance with the TENDER.

We understand this Tender Securing Declaration shall expire if we are not the successful tenderer, upon the earlier of (i) our receipt of your notification to us of the name of the successful Tenderer; or (ii) twenty-eight days after the expiration of our Tender.

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

Name: *[complete name of person signing the Tender Securing Declaration]*

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

Dated on _____ day of _____, _____ *[date of signing]*
Corporate Seal (where appropriate)

[Note: In case of a Joint Venture, the Tender Securing Declaration must be in the name of all partners to the Joint Venture that submits the tender.]

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