

Item	Specification	PASS/FAIL
6.	Engine: <ul style="list-style-type: none"> - 4 cylinder turbo diesel - Approximately 80 kw power - Engine shut down system (low oil pressure and high water temperature) 	Yes/No
7.	Transmission: <ul style="list-style-type: none"> - Forward and reverse automatic transmission - Hydrostatic drive transmission 	Yes/No
8.	Fuel tank capacity: approximately 150 litres	Yes/No
9.	Sweeping system: <ul style="list-style-type: none"> - At least 2.4 meter dual swing sweeping surface - At least 500 litre water sprinkler system - Electronic control for brush speed, lift and down pressure functions 	Yes/No
10.	Rear axle drive system	Yes/No
11.	Brakes: <ul style="list-style-type: none"> - 4 wheel hydraulic brake drums - Park brake 	Yes/No
12.	Lighting: <ul style="list-style-type: none"> - Headlamps (dim and bright function) - Stop and taillights - Indicators (with hazard function) - Large and bright visual rotating beacon light 	Yes/No
13.	Gross Equipment Mass: 3500 kg	Yes/No
14.	Tyre size: 225/75 R 16 Spare wheel: 225/75 R 16	Yes/No
15.	Attachment and Accessories: <ul style="list-style-type: none"> - 6kg Dry chemical powder fire extinguisher mounted - Wheel stopper - 2 Warning hazard triangles 	Yes/No

Item	Specification	PASS/FAIL
16.	2 years Anti corrosion warranty	Yes/No
17.	120 000/12 months Warranty period	Yes/No
18.	After Sales Service: <ul style="list-style-type: none"> - Operator and user training upon delivery - Confirmed/proven technical support - Parts availability 	Yes/No
	Total Marks	Pass/fail

EVALUATION CRITERIA: MODIFICATION OF A TRUCK TO A BITUMEN DISTRIBUTOR TRUCK

Item	Specification	Pass/Fail
1	Proposed Delivery Time: Shorter than, equal to or within specified validity period	Yes/no
2	Any Tender Conditions: e.g. Price adjustable.	Yes/no
3	Experience of Supplier in providing similar services: <ul style="list-style-type: none"> - List at least three contact numbers of companies and contact persons of clients previously supplied with equipment including delivery period in the last five years. 	Yes/no
4	<ul style="list-style-type: none"> - Installation of 5000 litre bitumen distributor system on an Isuzu FTR800 chassis cab - Inspection of Isuzu FTR800 chassis cab mandatory for collection of dimensions identification of anchor points 	Yes/no
5	Spray System: <ul style="list-style-type: none"> - Heavy-duty pipes and fittings for maximum safety and durability. - Removable in line filters for filtering whilst loading and spraying. - 3 way transfer valves. Safety pressure relief valve. - Standard heavy-duty 4.2-meter fully recirculating fold down spraybar. ½ inch adjustable brass plug cocks and 80/50 slot spray nozzles, fitted at 100 mm intervals which allows the spray width to be set from 100 mm to 4.2 meters at constant pressure. 	Yes/no

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Item	Specification	Pass/Fail
	<p>Spray bar fitted with pressure gauge to monitor constant pressure.</p> <ul style="list-style-type: none"> - Screw type height adjusters fitted on the spraybar. Mechanical hand operated valve opening and closing lever mounted at rear of operators' platform. - 3-nozzle hand-spray lance with valve and 8 meter high-pressure hose and fittings. 	
6	<p>Tank Construction:</p> <ul style="list-style-type: none"> - 4-mm mild steel barrel with 6 mm spun ends for added strength. Internal baffles to minimise surge. - 50 mm thick fibre wool external insulation. - Clad with 0.9-mm stainless steel sheeting for maximum heat retention and facilitating easy cleaning. - Manhole, cover and lipped seal, access ladder, breather, overflow box and drain pipe, calibrated dipstick with 50 litre increments, dial thermometer 0 to 300 C. - Single "Trombone" 200-mm reducing to 150-mm diameter heating flue with exhaust manifold. 	Yes/no
7	<p>Bitumen Pump:</p> <ul style="list-style-type: none"> - Positive feed 3-inch internal rotary gear pump driven by 3 cylinder water-cooled diesel engine fitted with standard clutch and upright gearbox. Coupled to pump by duplex chain and sprockets. Unit maintains constant RPM to avoid fluctuation in pump output. 	Yes/no
8	<p>Heating System:</p> <ul style="list-style-type: none"> - LPG power burners fitted to heating flue. Single gas bottle holder with all valves connections gauges etc. Including Gas bottle. - Handheld LPG burner with flexible hose for clearing of blockages and pump heating 	Yes/no
9	<p>Attachment and Accessories:</p> <ul style="list-style-type: none"> - 6kg Dry chemical powder fire extinguisher - Electronic tacho speed wheel. Electronic cab mounted speed gauge meters per minute. - 6-meter flexible heavy-duty hose with couplings for loading and off loading. 	Yes/no

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Item	Specification	Pass/Fail
	<ul style="list-style-type: none"> - Spraying line guide rail fitted to front of cab. - Chassis and spray system primed and painted enamel black. - Calibrated with a 12-month Provincial Roads Authority calibration certificate. - Unit sprays primes, emulsions and bitumen 	
10	2 years Anti corrosion warranty	Yes/no
11	120 000/12 months Warranty period	Yes/no
12	After Sales Service: <ul style="list-style-type: none"> - Operator and user training upon delivery - Confirmed/proven technical support - Parts availability 	Yes/no
	Total Marks	Pass/fail

EVALUATION CRITERIA: SUPPLY AND DELIVERY OF A TAILGATE MOUNTED CHIPSPREADER

Item	Specification	Pass/Fail
1	Proposed Delivery Time: Shorter than, equal to or within the specified validity period	Yes/No
2	Any Tender Conditions: e.g. Price adjustable.	Yes/No
3	Experience of Supplier in providing similar services: <ul style="list-style-type: none"> - List at least three contact numbers of companies and contact persons of clients previously supplied with equipment including delivery period in the last five years. 	Yes/No
4	In Council colors	Yes/No
5	Width: <ul style="list-style-type: none"> - 4 metres 	Yes/No
6	Equipment Mass: 800 kg	Yes/No
7	Cylinder: <ul style="list-style-type: none"> - Machined on the helicoidal direction, driven by reversal system with forward, 	Yes/No

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Item	Specification	Pass/Fail
	neutral and reversal directions	
8	Material Opening: - With manual-operated graduated scales.	Yes/No
9	Drag Coupling: - Through 02 (two) side arms to be coupled onto the rear wheel of the vehicle (22.5" rim).	Yes/No
10	Attachment and Accessories: - 6kg Dry chemical powder fire extinguisher - 4 x 600 x 9 tyres with inner tube and protector. - Built on carbon steel plate of 0.18" (4.75mm) and welded with high penetration and resistance electrode	Yes/No
11	2 years Anti corrosion warranty	Yes/No
12	120 000/12 months Warranty period	Yes/No
13	Modification of 10 cubic metre Tipper Truck load bin to be compatible with chipsreader	Yes/No
14	After Sales Service: - Operator and user training upon delivery - Confirmed/proven technical support - Parts availability	Yes/No
	Total Marks	Pass/fail

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TENDER FORM

Date.....2024

Contract No of 2024

TO: Municipal Council of Mbabane
Civic Offices
Mahlukohla 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.....2024..

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.....2024.....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,.....2024

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)

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AGREEMENT

THIS AGREEMENT made the.....day of....., 2024..... 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.

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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.....

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:

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.

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Signed
Authorised Representative

Date

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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.....2024 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.....
.....
.....
.....

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