















































- (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 ry 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

**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 incinerators 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.	INCINERATOR CAPACITY: LA 450, top mounted, self-support, diesel fueled, 3 chamber retort type, Industrial Control Systems, with stack 3CR12. Performance capacity rated at least 220kg/hr, Temperature above ground farm diesel tank with stand- 2250L, automatic float level and calpeda pump.
4.	Temperatures: (a) Primary minimum; 850 °C, (b) Secondary Minimum: 1000 °C
5.	Dimensions:
6.	Loading door opening not less than: 610mm x 540mm
7.	Hearth Area: not less than 2m <sup>2</sup> , full hearth, Primary chamber: not less than 2.40m <sup>2</sup>
8.	Weight excluding chimney: 13 200kg
9.	Firing tools be supplied: hoe, poker and rake
10.	Delivery and installation of incinerator in position, erecting chimney, commissioning
11.	Training of operator

### Notes:

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## SECTION 5. TECHNICAL SPECIFICATIONS

### 1. General

1.1 These technical specifications describe the following of the incinerator:

#### Minimum Requirements

Minimum requirements are as shown in the table below.

#### EVALUATION CRITERIA: SUPPLY AND INSTALATION OF HCRW INCINERATOR

PRELIMINARY EVALUATION Criteria	Check/s	Points allocated/responsiveness
1. Legal constitution of Tenderer.	-Valid Trading licence -certificate of incorporation -tax clearance certificates -labour compliance certificate -ENPF Compliance certificate -FORM J -FORM C -Directors Police Clearance certificates (not older than three years) -CIC registration	
2. Proof of Purchase of Tender Document.	Purchase receipt submitted with tender.	
3. Tender Validity:	Equal or longer than the specified 90 days period.	
4. Power of Attorney or Signing Authority.	Attached with tender documents, signed by Board of Directors and all tender documents pages initialed by authorized signatory	
5. Bid submission Form/Conflict of Interest	Declaration of Interest	
6. Suspension Declaration	Tenderer must declare if it is subject for suspension as per section 55 of the Procurement Act	
7. Tender Security Declaration form	Signed Tender Security Declaration Form.	
8. Tender Eligibility	Signed tender eligibility form	

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PRELIMINARY EVALUATION Criteria	Check/s	Points allocated/responsiveness
form		
<b>NB: Non-submission of these documents will result in disqualification of bidder.</b>		
<b>TECHNICAL</b>		<b>POINTS ALLOCATION</b>
Experience in delivering and commissioning for use of incinerators in the past 3 years to any individual client.	a. Number of incinerators supplied and commissioned b. Number of incinerators being serviced and or maintained (Year incinerators supplied Client, client contact person, number of incinerator and, origin)	a. - 3 incinerators delivered and commissioned in the past 3 years (15), - less than 2 delivered in the past 3 years (10) - 1 delivered= (5)
Delivery	b. Supplier must stipulate the number of days it will take to construct structure, deliver and install incinerator and commission facility for operation (8 -12 weeks.	b. Delivered within 8 -12 weeks (5)
Company Profile	c. Company profile should indicate experience and capability to supply the skip (History, capability, relevance)	c. Company profile (15)
Incinerator Specification	d. Correct structure and incinerator specification *Specification must meet minimum requirement, if not bid will not be successful.	d. Specification (50)
References	e. References of delivery and commissioning of functional incinerators in the past three years of more than 3 incinerators (Reference letters , number of supplied/ and or installed incinerators, contact person, days of delivery, company name)	e. References (15)

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**A responsive tender must obtain a minimum 70% mark after which the financial values and production capabilities will be considered as follows:**

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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.....

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



## 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 2024/25**

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

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subject to suspension.

Signed .....  
Authorised Representative

Date .....

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