

THE GOVERNMENT OF ESWATINI



Ministry of Tinkhundla Administration and Development

Development
P.O. Box 2701
MBABANE



Ministry of Economic Planning and Development
Microprojects Programme
P.O. Box 2122
MBABANE

INVITATION FOR BIDS FOR THE SUPPLY AND DELIVERY OF TRUCKS FOR VARIOUS COMPANIES AND COOPERATIVES IN THE HHOHHO REGION AND SHISELWENI REGION

Lot 1: Supply and Delivery of a 6x4 10m³ tipper truck for Masithandane Multipurpose Cooperative Society Ltd

Lot 2: Supply and Delivery of a 6x4 10m³ tipper truck for Khulani Masini Multipurpose Cooperative Society Ltd

Lot 3: Supply and Delivery of an 8 Tonne Insulated Chiller Truck for Siyalima Ngololweni Farmers Limited

Lot 4: Supply and Delivery of 6x4 10m³ tipper truck for Ingcebo Yetfu Multipurpose Cooperative Society Ltd

BID REFERENCE: RDFHS/TR/05-25/2025-2026/IG

BID DOCUMENT

NAME OF BIDDER:

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BID REFERENCE: RDFHS/TR/05-25/2025-2026/IG

30th May 2025

Dear Bidder

RE: INVITATION FOR BIDS FOR THE SUPPLY AND DELIVERY OF TRUCKS FOR VARIOUS COMPANIES AND COOPERATIVES IN THE HHOHHO REGION AND SHISELWENI REGION

Locally registered firms are invited to bid for the Supply and Delivery of a 6x4 10m³ tipper truck for Masithandane Multipurpose Cooperative Society Ltd under Matsanjeni Inkhundla in the Shiselweni Region (Lot 1), the Supply and Delivery of a 6x4 10m³ tipper truck for Khulani Masini Multipurpose Cooperative Society Ltd under Kubuta Inkhundla in the Shiselweni Region (Lot 2), the Supply and Delivery of a 8 tonne Insulated Chiller truck for Siyalima Ngololweni Farmers Limited under Sandleni Inkhundla in the Shiselweni Region (Lot 3), and the Supply and Delivery of a 6x4 10m³ tipper truck for Ingcebo Yetfu Multipurpose Cooperative Society Ltd under Pigg's Peak Inkhundla in the Hhohho Region (Lot 4),

Bonafide bids should comprise the following:

- A completed set of bid Document
- An **original** valid tax compliance certificate (for Government Tender)
- A Certified Copy of a valid Trading Licence
- A General Receipt as proof of purchase
- A Certified Copy of a valid Labour Compliance certificate (from the ministry of Labour and Social Security)
- **E 5,000.00** Tender deposit in a form of a Bank Guaranteed letter (**Insurance bonds will not be accepted**)
- A manufacturer's warranty and written confirmation that the Trucks and Buses will be serviceable by local dealer.
- Pre-Bid meeting (Declaration) Certificate, issued and signed by the Employer during Pre-Bid meeting
- Submission of a Company current Form J, stamped by the Registrar of Companies
- Submission of a Company current Form C, stamped by the Registrar of Companies
- The shareholders as listed in Form C should provide certified copies of national identity documents.
- A Police Clearance for Company Director(s) as listed in Form C

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Bidders shall attend a bid briefing that will be held at Microprojects Programme meeting room in the Dlan'ubeka Building, Sixth floor, Corner of LaLufadlana & Mdada Streets Mbabane on **Friday, the 06th June 2025 at 1000 hours**.

Bid Documents will be available from **1100 hours on Friday, 03rd June 2025** may be collected from:

Microprojects Programme
Regional Development Fund
Sixth floor, Dlan'ubeka Building, Corner of LaLufadlana & Mdada
Streets, Mbabane

Bidders are advised to pay **E500.00** (Five Hundred Emalangeni only) non-refundable amount, **for each document** at the Government Revenue Office and should use code **231/1201/21132** when making payment. Bidders are advised to consult Microprojects Unit office on the availability of bid documents prior to payment. **The unit will not be liable for the refund in the event one pays for unavailable tender documents.**

Date and place of Bid submission: **30th June 2025** at the Office of the Employer

- ❖ Bid submission closing time: **1000 hours Eswatini (Microprojects) time**
- ❖ Opening: **1010 hours Eswatini (Microprojects) time**

Completed tenders should be delivered in a sealed envelope to the Microprojects Office and the envelope should only show the Project Name, Project Number and addressed to:

The Director
Microprojects Programme
Regional Development Fund
Sixth Floor Dlan'ubeka Building
P.O. Box 2122
MBABANE

Enquiries and/or clarification must be in writing and addressed **Nkambule Lwazi L at Tell: 2404 8435, Fax: 2404 0516, email: lnkambule@microprojects.org.sz and copy to Busie Mahlalela busie@microprojects.org.sz**. The Employer does not bind itself to accept the lowest or any tender. Any action or tendencies that will be interpreted as an attempt to interfere with or influence the tendering process will result in immediate disqualification of the Tenderer.

Yours sincerely,

Sibusiso T. Mbingo
Director

The Procurement of a Trucks

Summary

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PART 1 – BIDDING PROCEDURES

Section I. Instructions to Bidders (ITB)

This Section provides information to help Bidders prepare their bids. Information is also provided on the submission, opening, and evaluation of bids and on the award of Contracts. Section I contains provisions that are to be used without modification.

Section II. Bidding Data Sheet (BDS)

This Section includes provisions that are specific to each procurement and that supplement Section I, Instructions to Bidders.

Section III. Evaluation and Qualification Criteria

This Section specifies the criteria to be used to determine the lowest evaluated bid, and the Bidder's qualification requirements to perform the contract.

Section IV. Bidding Forms

This Section includes the forms for the Bid Submission, Price Schedules, Bid Security, and the Manufacturer's Authorization to be submitted with the Bid.

PART 2 – SUPPLY REQUIREMENTS

Section VI. Schedule of Requirements

This Section includes the List of Goods and Related Services, the Delivery and Completion Schedules, the Technical Specifications and the Drawings that describe the Goods and Related Services to be procured.

PART 3 – CONTRACT

Section VII. General Conditions of Contract (GCC)

This Section includes the general clauses to be applied in all contracts. The text of the clauses in this Section shall not be modified.

Section VIII. Special Conditions of Contract (SCC)

This Section includes clauses specific to each contract that modify or supplement Section VII, General Conditions of Contract.

Section IX: Contract Forms

This Section includes the form for the Agreement, which, once completed, incorporates corrections or modifications to the accepted bid that are permitted under the Instructions to Bidders, the General Conditions of Contract, and the Special Conditions of Contract.

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The forms for Performance Security and Advance Payment Security, when required, shall only be completed by the successful Bidder after contract award.

Attachment: Invitation for Bids

An “Invitation for Bids” form is provided at the end of the Bidding Documents for information.

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Acronyms

BDS	Bid Data Sheet
CIF	Cost, Insurance and Freight
CIP	Carriage and Insurance Paid to (<i>place</i>)
CPM	Critical Path Method
EDI	Electronic Data Interchange
ENAA	Engineering Advancement Association of Japan
EXW	Ex factory, ex works or ex warehouse
FCA	Free Carrier
FOB	Free on Board
GCC	General Conditions of Contract
ICC	International Chamber of Commerce
IFB	Invitation for Bids
ITB	Instructions to Bidders
SBD	Standard Bidding Document
SCC	Special Conditions of Contract
TS	Technical Specifications and Drawings
UNCITRAL	United Nations Commission on International Trade Law

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Table of Contents

PART 1 – Bidding Procedures.....	1
Section I. Instructions to Bidders	3
Section II. Bidding Data Sheet (BDS)	25
Section III. Evaluation and Qualification Criteria	31
Section IV. Bidding Forms	45
PART 2 – Supply Requirements.....	73
Section VI. Schedule of Requirements	75
PART 3 - Contract	94
Section VII. General Conditions of Contract.....	95
Section VIII. Special Conditions of Contract	115
Section IX. Contract Forms	118

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PART 1 – Bidding Procedures

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Section I. Instructions to Bidders

Table of Contents

A. General.....	5
1. Scope of Bid.....	5
2. Source of Funds	5
3. Fraud and Corruption	5
4. Eligible Bidders	7
5. Eligible Goods and Related Services	7
B. Contents of Bidding Documents	8
6. Sections of Bidding Documents.....	8
7. Clarification of Bidding Documents	9
8. Amendment of Bidding Documents	9
C. Preparation of Bids	9
9. Cost of Bidding	9
10. Language of Bid.....	9
11. Documents Comprising the Bid.....	9
12. Bid Submission Form and Price Schedules	10
13. Alternative Bids	10
14. Bid Prices and Discounts	10
15. Currencies of Bid	12
16. Documents Establishing the Eligibility of the Bidder	12
17. Documents Establishing the Eligibility of the Goods and Related Services	12
18. Documents Establishing the Conformity of the Goods and Related Services	12
19. Documents Establishing the Qualifications of the Bidder	13
20. Period of Validity of Bids	13
21. Bid Security and Bid-Securing Declaration.....	13
22. Format and Signing of Bid.....	15
D. Submission and Opening of Bids	15
23. Submission, Sealing and Marking of Bids.....	15
24. Deadline for Submission of Bids	16
25. Late Bids	16
26. Withdrawal, Substitution, and Modification of Bids	16
27. Bid Opening	16
E. Evaluation and Comparison of Bids	17
28. Confidentiality	17
29. Clarification of Bids.....	18

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30.	Responsiveness of Bids.....	18
31.	Non-conformities, Errors, and Omissions	19
32.	Preliminary Examination of Bids.....	19
33.	Examination of Terms and Conditions; Technical Evaluation	20
34.	Conversion to Single Currency	20
35.	Domestic Preference	20
36.	Evaluation of Bids.....	20
37.	Comparison of Bids	21
38.	Postqualification of the Bidder	21
39.	Purchaser's Right to Accept Any Bid, and to Reject Any or All Bids	22
F.	Award of Contract	22
40.	Award Criteria	22
41.	Purchaser's Right to Vary Quantities at Time of Award.....	22
42.	Notification of Award	22
43.	Signing of Contract.....	23
44.	Performance Security.....	23

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Section I. Instructions to Bidders

General

Scope of Bid

- 1.1 The Purchaser **indicated in the Bidding Data Sheet (BDS)**, issues these Bidding Documents for the supply of Goods and Related Services incidental thereto as specified in Section VI, Schedule of Requirements. The name and identification number of this Competitive Bidding procurement are **specified in the BDS**. The name, identification, and number of lots of are **provided in the BDS**.
- 1.2 Throughout these Bidding Documents:
 - (a) the term “in writing” means communicated in written form (e.g. by mail, e-mail, fax, telex) with proof of receipt;
 - (b) if the context so requires, “singular” means “plural” and vice versa; and
 - (c) “day” means calendar day.
 - (d) “Purchaser” is identified as the Procuring Entity in the Procurement Act, 2011.

Source of Funds

- 2.1 The source of funds is the Government of Eswatini – Regional Development Fund (RDF) as administered by the Ministry of Economic Planning and Development, Microprojects Programme Coordinating Unit.

Fraud and Corruption

- 3.1 It is Microprojects policy to require that Bidders as well as suppliers and their agents (whether declared or not), personnel, subcontractors, sub-consultants, service providers and suppliers under RDF-financed contracts, observe the highest standard of ethics during the procurement and execution of such contracts.¹ In pursuance of this policy, the Microprojects:
 - (a) defines, for the purposes of this provision, the terms set forth below as follows:

¹ In this context, any action taken by a bidder, supplier, contractor, or any of its personnel, agents, subcontractors, sub-consultants, service providers, suppliers and/or their employees to influence the procurement process or contract execution for undue advantage is improper.

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- (i) “corrupt practice” is the offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party¹;
- (ii) “fraudulent practice” is any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation²;
- (iii) “collusive practice” is an arrangement between two or more parties³ designed to achieve an improper purpose, including to influence improperly the actions of another party;
- (iv) “coercive practice” is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party⁴;
- (v) “obstructive practice” is
 - (aa) deliberately destroying, falsifying, altering or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede an investigation into allegations of a corrupt, fraudulent, coercive or collusive practice; and/or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation; or
 - (bb) acts intended to materially impede the exercise of Microproject’s inspection and audit rights provided for under sub-clause 3.1 (e) below.
- (b) will reject a proposal for award if it determines that the bidder recommended for award has, directly or through an agent, engaged in corrupt, fraudulent, collusive, coercive or obstructive practices in competing for the contract in question;

¹ “Another party” refers to a public official acting in relation to the procurement process or contract execution. In this context, “public official” includes World Bank staff and employees of other organizations taking or reviewing procurement decisions.

² “Party” refers to a public official; the terms “benefit” and “obligation” relate to the procurement process or contract execution; and the “act or omission” is intended to influence the procurement process or contract execution.

³ “Parties” refers to participants in the procurement process (including public officials) attempting to establish bid prices at artificial, non-competitive levels.

⁴ “Party” refers to a participant in the procurement process or contract execution.

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3.2 In further pursuance of this policy, Bidders shall permit the Purchaser to inspect any accounts and records and other documents relating to the Bid submission and contract performance, and to have them audited by auditors appointed by the Purchaser.

3.3 Furthermore, Bidders shall be aware of the provision stated in Sub-Clause 35.1 (a) (iii) of the General Conditions of Contract.

Eligible Bidders

4.1 A Bidder, and all parties constituting the Bidder, shall have the nationality of The Kingdom of Eswatini. A Bidder shall be deemed to have the nationality of the Kingdom of Eswatini if the Bidder is a citizen, incorporated, or registered and operates in conformity with the provisions of the laws of Eswatini. This criterion shall also apply to the determination of the nationality of proposed subcontractors or suppliers for any part of the Contract including Related Services.

4.2 A Bidder shall not have a conflict of interest. All bidders found to have conflict of interest shall be disqualified. Bidders may be considered to have a conflict of interest with one or more parties in this bidding process, if they:

- (a) are or have been associated in the past, with a firm or any of its affiliates which have been engaged by the Purchaser to provide consulting services for the preparation of the design, specifications, and other documents to be used for the procurement of the goods to be purchased under these Bidding Documents; or
- (b) submit more than one bid in this bidding process, except for alternative offers permitted under ITB Clause 13. However, this does not limit the participation of subcontractors in more than one bid;

4.3 A firm that has been sanctioned by the Purchaser in accordance with the above ITB Clause 3.1 (b), shall be ineligible to be awarded a RDF-financed contract, or benefit from a RDF-financed contract, financially or otherwise, during such period of time as the Purchaser shall determine.

4.4 Bidders shall provide such evidence of their continued eligibility satisfactory to the Purchaser, as the Purchaser shall reasonably request.

Eligible Goods and Related Services

5.1 All the Goods and Related Services to be supplied under the Contract may have their origin from any country.

5.2 For purposes of this Clause, the term “goods” includes commodities, raw material, machinery, equipment, and industrial

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plants; and “related services” includes services such as insurance, installation, training, and initial maintenance.

- 5.3 The term “origin” means the country where the goods have been mined, grown, cultivated, produced, manufactured or processed; or, through manufacture, processing, or assembly, another commercially recognized article results that differs substantially in its basic characteristics from its components.

Contents of Bidding Documents

Sections of Bidding Documents

- 6.1 The Bidding Documents consist of Parts 1, 2, and 3, which include all the Sections indicated below, and should be read in conjunction with any Addendum issued in accordance with ITB Clause 8.

PART 1 Bidding Procedures

- Section I. Instructions to Bidders (ITB)
- Section II. Bidding Data Sheet (BDS)
- Section III. Evaluation and Qualification Criteria
- Section IV. Bidding Forms

PART 2 Supply Requirements

- Section VI. Schedule of Requirements

PART 3 Contract

- Section VII. General Conditions of Contract (GCC)
- Section VIII. Special Conditions of Contract (SCC)
- Section IX. Contract Forms

- 6.2 The Invitation for Bids issued by the Purchaser is not part of the Bidding Documents.
- 6.3 The Purchaser is not responsible for the completeness of the Bidding Documents and their addendum, if they were not obtained directly from the Purchaser.
- 6.4 The Bidder is expected to examine all instructions, forms, terms, and specifications in the Bidding Documents. Failure to furnish all information or documentation required by the Bidding Documents may result in the rejection of the bid.

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Clarification of Bidding Documents

- 7.1 A prospective Bidder requiring any clarification of the Bidding Documents shall contact the Purchaser in writing at the Purchaser's address **specified in the BDS**. The Purchaser will respond in writing to any request for clarification, provided that such request is received no later than seven (7) days prior to the deadline for submission of bids. The Purchaser shall forward copies of its response to all those who have acquired the Bidding Documents directly from it, including a description of the inquiry but without identifying its source. Should the Purchaser deem it necessary to amend the Bidding Documents as a result of a clarification, it shall do so following the procedure under ITB Clause 8 and ITB Sub-Clause 24.2.

Amendment of Bidding Documents

- 8.1 At any time prior to the deadline for submission of bids, the Purchaser may amend the Bidding Documents by issuing addendum.
- 8.2 Any addendum issued shall be part of the Bidding Documents and shall be communicated in writing to all who have obtained the Bidding Documents directly from the Purchaser.
- 8.3 To give prospective Bidders reasonable time in which to take an addendum into account in preparing their bids, the Purchaser may, at its discretion, extend the deadline for the submission of bids, pursuant to ITB Sub-Clause 24.2

Preparation of Bids**Cost of Bidding**

- 9.1 The Bidder shall bear all costs associated with the preparation and submission of its bid, and the Purchaser shall not be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

Language of Bid

- 10.1 The Bid, as well as all correspondence and documents relating to the bid exchanged by the Bidder and the Purchaser, shall be written in the language **specified in the BDS**.

Documents Comprising the Bid

- 11.1 The Bid shall comprise the following:
- (a) Bid Submission Form and the applicable Price Schedules, in accordance with ITB Clauses 12, 14, and 15;
 - (b) Bid Security, in accordance with ITB Clause 21,
 - (c) written confirmation authorizing the signatory of the Bid to commit the Bidder, in accordance with ITB Clause 22;
 - (d) documentary evidence in accordance with ITB Clause 16 establishing the Bidder's eligibility to bid;

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- (e) documentary evidence in accordance with ITB Clauses 18 and 30, that the Goods and Related Services conform to the Bidding Documents;
- (f) documentary evidence in accordance with ITB Clause 19 establishing the Bidder's qualifications to perform the contract if its bid is accepted; and
- (g) any other document **required in the BDS.**

**Bid Submission
Form and Price
Schedules**

- 12.1 The Bidder shall submit the Bid Submission Form using the form furnished in Section IV, Bidding Forms. This form must be completed without any alterations to its format, and no substitutes shall be accepted. All blank spaces shall be filled in with the information requested.
- 12.2 The Bidder shall submit the Price Schedules for Goods and Related Services, according to their origin as appropriate, using the forms furnished in Section IV, Bidding Forms

Alternative Bids

- 13.1 Unless otherwise **specified in the BDS**, alternative bids shall not be considered.

**Bid Prices and
Discounts**

- 14.1 The prices and discounts quoted by the Bidder in the Bid Submission Form and in the Price Schedules shall conform to the requirements specified below.
- 14.2 All lots and items must be listed and priced separately in the Price Schedules.
- 14.3 The price to be quoted in the Bid Submission Form shall be the total price of the bid, excluding any discounts offered.
- 14.4 The Bidder shall quote any unconditional discounts and indicate the method for their application in the Bid Submission Form.
- 14.5 The terms EXW, CIP, and other similar terms shall be governed by the rules prescribed in the current edition of Incoterms, published by The International Chamber of Commerce, as specified in the **BDS**.
- 14.6 Prices shall be quoted as specified in each Price Schedule included in Section IV, Bidding Forms. The dis-aggregation of price components is required solely for the purpose of facilitating the comparison of bids by the Purchaser. This shall not in any way limit the Purchaser's right to contract on any of the terms offered. In quoting prices, the Bidder shall use transportation through carriers registered in Eswatini. Similarly, the Bidder may obtain

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insurance services from Eswatini. Prices shall be entered in the following manner:

- (a) For Goods Manufactured in Eswatini, to be imported and/or already imported:
 - (i) the price of the Goods, quoted CIP named place of destination, in the Purchaser's Country, or CIF named port of destination, as specified in the **BDS**;
 - (ii) the price of the Goods, including the original import value of the Goods; plus, any mark-up (or rebate); plus, any other related local cost, and custom duties and other import taxes already paid or to be paid on the Goods.
 - (iii) any Purchaser's Country sales and other taxes which will be payable on the Goods if the contract is awarded to the Bidder; and
 - (iv) the price for transportation, insurance, and other services required to convey the Goods from the Manufacturer to their final destination (Project Site) specified in the **BDS**.

14.6.1 For Related Services, other than inland transportation and other services required to convey the Goods to their final destination, whenever such Related Services are specified in the Schedule of Requirements:

- (i) the price of each item comprising the Related Services (inclusive of any applicable taxes).

14.7 Prices quoted by the Bidder shall be fixed during the Bidder's performance of the Contract and not subject to variation on any account, unless otherwise specified in the **BDS**. A Bid submitted with an adjustable price quotation shall be treated as non-responsive and shall be rejected, pursuant to ITB Clause 30.

14.8 If so indicated in ITB Sub-Clause 1.1, bids are being invited for individual contracts (lots) or for any combination of contracts (packages). Unless otherwise indicated in the **BDS**, prices quoted shall correspond to 100 % of the items specified for each lot and to 100% of the quantities specified for each item of a lot. Bidders wishing to offer any price reduction (discount) for the award of more than one Contract shall specify the applicable price

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reduction in accordance with ITB Sub-Clause 14.4 provided the bids for all lots are submitted and opened at the same time.

- | | |
|---|---|
| Currencies of Bid | 15.1 The Bidder shall express the bid price in the currency of the Kingdom of Eswatini (<i>Eswatini Lilangeni</i>). And the payment of the Contract Price shall be in the currency of <i>Eswatini Lilangeni</i> . |
| Documents Establishing the Eligibility of the Bidder | 16.1 To establish their eligibility in accordance with ITB Clause 4, Bidders shall complete the Bid Submission Form, included in Section IV, Bidding Forms. |
| Documents Establishing the Eligibility of the Goods and Related Services | 17.1 To establish the origin of the Goods and Related Services in accordance with ITB Clause 5, Bidders shall complete the country of origin declarations in the Price Schedule Forms, included in Section IV, Bidding Forms. |
| Documents Establishing the Conformity of the Goods and Related Services | <p>18.1 To establish the conformity of the Goods and Related Services to the Bidding Documents, the Bidder shall furnish as part of its Bid the documentary evidence that the Goods conform to the technical specifications and standards specified in Section VI, Schedule of Requirements.</p> <p>18.2 The documentary evidence shall be in the form of literature, drawings or data, and shall consist of a detailed item by item description of the essential technical and performance characteristics of the Goods and Related Services, demonstrating substantial responsiveness of the Goods and Related Services to the technical specification, and if applicable, a statement of deviations and exceptions to the provisions of the Schedule of Requirements.</p> <p>18.3 The literature shall be in the form of Manufacture's Brochure (not a black and white copy) where a Bidder does not manufacture or produce the Goods it offers to supply.</p> <p>18.4 Standards for workmanship, process, material, and equipment, as well as references to brand names or catalogue numbers specified by the Purchaser in the Schedule of Requirements, are intended to be descriptive only and not restrictive. The Bidder may offer other standards of quality, brand names, and/or catalogue numbers, provided that it demonstrates, to the Purchaser's satisfaction, that the substitutions ensure substantial equivalence or are superior to those specified in the Schedule of Requirements.</p> |

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**Documents
Establishing the
Qualifications of
the Bidder**

- 19.1 The documentary evidence of the Bidder's qualifications to perform the contract if its bid is accepted shall establish to the Purchaser's satisfaction:
- (a) that, if **required in the BDS**, a Bidder that does not manufacture or produce the Goods it offers to supply shall submit the Manufacturer's Authorization using the form included in Section IV, Bidding Forms to demonstrate that it has been duly authorized by the manufacturer or producer of the Goods to supply and service these Goods in the Purchaser's Country;
 - (a) that, if **required in the BDS**, the Bidder is or will be (if awarded the contract) able to carry out the Supplier's maintenance, repair and spare parts-stocking obligations prescribed in the Conditions of Contract and/or Technical Specifications; and
 - (b) that the Bidder meets each of the qualification criterion specified in Section III, Evaluation and Qualification Criteria.

**Period of Validity
of Bids**

- 20.1 Bids shall remain valid for the period **specified in the BDS** after the bid submission deadline date prescribed by the Purchaser. A bid valid for a shorter period shall be rejected by the Purchaser as non-responsive.
- 20.2 In exceptional circumstances, prior to the expiration of the bid validity period, the Purchaser may request bidders to extend the period of validity of their bids. The request and the responses shall be made in writing. If a Bid Security is requested in accordance with ITB Clause 21, it shall also be extended for a corresponding period. A Bidder may refuse the request without forfeiting its Bid Security. A Bidder granting the request shall not be required or permitted to modify its bid, except as provided in ITB Sub-Clause 20.3.
- 20.3 In the case of fixed price contracts, if the award is delayed by a period exceeding fifty-six (56) days beyond the expiry of the initial bid validity, the Contract price shall be adjusted as specified in the request for extension. Bid evaluation shall be based on the Bid Price without taking into consideration the above correction.

Bid Security

- 21.1 The Bidder shall furnish as part of its bid, a Bid Security or a Bid-Securing Declaration, if required, as **specified in the BDS**.

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- 21.2 The Bid Security shall be in the amount specified in the BDS and denominated in the currency of the Purchaser's Country, and shall:
- (a) at the bidder's option, be in the form of either a letter of credit, or a bank guarantee from a banking institution **(Insurance bonds will not be accepted)**;
 - (b) be issued by a reputable institution selected by the bidder and located in Eswatini. If the institution issuing the bond is located outside Eswatini, it shall have a correspondent financial institution located in the Purchaser's Country to make it enforceable.
 - (c) be substantially in accordance with one of the forms of Bid Security included in Section IV, Bidding Forms, or other form approved by the Purchaser prior to bid submission;
 - (d) be payable promptly upon written demand by the Purchaser in case the conditions listed in ITB Clause 21.5 are invoked;
 - (e) be submitted in its original form; copies will not be accepted;
 - (f) remain valid for a period of 28 days beyond the validity period of the bids, as extended, if applicable, in accordance with ITB Clause 20.2;
- 21.3 If a Bid Security or a Bid- Securing Declaration is required in accordance with ITB Sub-Clause 21.1, any bid not accompanied by a substantially responsive Bid Security or Bid Securing Declaration in accordance with ITB Sub-Clause 21.1, shall be rejected by the Purchaser as non-responsive.
- 21.4 The Bid Security of unsuccessful Bidders shall be returned as promptly as possible upon the successful Bidder's furnishing of the Performance Security pursuant to ITB Clause 44.
- 21.5 The Bid Security may be forfeited or the Bid Securing Declaration executed:
- (a) if a Bidder withdraws its bid during the period of bid validity specified by the Bidder on the Bid Submission Form, except as provided in ITB Sub-Clause 20.2; or
 - (b) if the successful Bidder fails to:
 - (i) sign the Contract in accordance with ITB Clause 43;

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- (ii) furnish a Performance Security in accordance with ITB Clause 44.

21.6 The Bid Security or Bid- Securing Declaration of a JV must be in the name of the JV that submits the bid. If the JV has not been legally constituted at the time of bidding, the Bid Security or Bid-Securing Declaration shall be in the names of all future partners as named in the letter of intent mentioned in Section IV “Bidding Forms,” Bidder Information Form Item 7.

Format and Signing of Bid

22.1 The Bidder shall prepare one original of the documents comprising the bid as described in ITB Clause 11 and clearly mark it “ORIGINAL.” In addition, the Bidder shall submit copies of the bid, in the number specified in the **BDS** and clearly mark them “COPY.” In the event of any discrepancy between the original and the copies, the original shall prevail.

22.2 The original and all copies of the bid shall be typed or written in indelible ink and shall be signed by a person duly authorized to sign on behalf of the Bidder.

22.3 Any interlineation, erasures, or overwriting shall be valid only if they are signed or initialled by the person signing the Bid.

Submission and Opening of Bids

Submission, Sealing and Marking of Bids

23.1 Bidders shall submit their bids by hand.

- (a) Bidders submitting bids by mail or by hand, shall enclose the original and each copy of the Bid, including alternative bids, if permitted in accordance with ITB Clause 13, in separate sealed envelopes, duly marking the envelopes as “ORIGINAL” and “COPY.” These envelopes containing the original and the copies shall then be enclosed in one single envelope. The rest of the procedure shall be in accordance with ITB sub-Clauses 23.2 and 23.3.

23.2 The inner and outer envelopes shall:

- (a) Bear the name and address of the Bidder;
- (b) be addressed to the Purchaser in accordance with ITB Sub-Clause 24.1;
- (c) bear the specific identification of this bidding process indicated in ITB 1.1 and any additional identification marks as **specified in the BDS**; and
- (d) bear a warning not to open before the time and date for bid opening, in accordance with ITB Sub-Clause 27.1.

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- 23.3 If all envelopes are not sealed and marked as required, the Purchaser will assume no responsibility for the misplacement or premature opening of the bid.
- Deadline for Submission of Bids**
- 24.1 Bids must be received by the Purchaser at the address and no later than the date and time **specified in the BDS**.
- 24.2 The Purchaser may, at its discretion, extend the deadline for the submission of bids by amending the Bidding Documents in accordance with ITB Clause 8, in which case all rights and obligations of the Purchaser and Bidders previously subject to the deadline shall thereafter be subject to the deadline as extended.
- Late Bids**
- 25.1 The Purchaser shall not consider any bid that arrives after the deadline for submission of bids, in accordance with ITB Clause 24. Any bid received by the Purchaser after the deadline for submission of bids shall be declared late, rejected, and returned unopened to the Bidder.
- Withdrawal, Substitution, and Modification of Bids**
- 26.1 A Bidder may withdraw, substitute, or modify its Bid after it has been submitted by sending a written notice in accordance with ITB Clause 23, duly signed by an authorized representative, and shall include a copy of the authorization (the power of attorney) in accordance with ITB Sub-Clause 22.2, (except that no copies of the withdrawal notice are required). The corresponding substitution or modification of the bid must accompany the respective written notice. All notices must be:
- (a) submitted in accordance with ITB Clauses 22 and 23 (except that withdrawal notices do not require copies), and in addition, the respective envelopes shall be clearly marked "WITHDRAWAL," "SUBSTITUTION," or "MODIFICATION;" and
 - (b) received by the Purchaser prior to the deadline prescribed for submission of bids, in accordance with ITB Clause 24.
- 26.2 Bids requested to be withdrawn in accordance with ITB Sub-Clause 26.1 shall be returned unopened to the Bidders.
- 26.3 No bid may be withdrawn, substituted, or modified in the interval between the deadline for submission of bids and the expiration of the period of bid validity specified by the Bidder on the Bid Submission Form or any extension thereof.
- Bid Opening**
- 27.1 The Purchaser shall conduct the bid opening in public at the address, date and time **specified in the BDS**. Any specific electronic bid opening procedures required if electronic bidding is

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permitted in accordance with ITB Sub-Clause 23.1, shall be as **specified in the BDS.**

- 27.2 First, envelopes marked “WITHDRAWAL” shall be opened and read out and the envelope with the corresponding bid shall not be opened, but returned to the Bidder. If the withdrawal envelope does not contain a copy of the “power of attorney” confirming the signature as a person duly authorized to sign on behalf of the Bidder, the corresponding bid will be opened. No bid withdrawal shall be permitted unless the corresponding withdrawal notice contains a valid authorization to request the withdrawal and is read out at bid opening. Next, envelopes marked “SUBSTITUTION” shall be opened and read out and exchanged with the corresponding Bid being substituted, and the substituted Bid shall not be opened, but returned to the Bidder. No Bid substitution shall be permitted unless the corresponding substitution notice contains a valid authorization to request the substitution and is read out at bid opening. Envelopes marked “MODIFICATION” shall be opened and read out with the corresponding Bid. No Bid modification shall be permitted unless the corresponding modification notice contains a valid authorization to request the modification and is read out at Bid opening. Only envelopes that are opened and read out at Bid opening shall be considered further.
- 27.3 All other envelopes shall be opened one at a time, reading out: the name of the Bidder and whether there is a modification; the Bid Prices, including any discounts and alternative offers; the presence of a Bid Security or Bid-Securing Declaration, if required; and any other details as the Purchaser may consider appropriate. Only discounts and alternative offers read out at Bid opening shall be considered for evaluation. No Bid shall be rejected at Bid opening except for late bids, in accordance with ITB Sub-Clause 25.1.
- 27.4 The Purchaser shall prepare a record of the Bid opening that shall include, as a minimum: the name of the Bidder and whether there is a withdrawal, substitution, or modification; the Bid Price, per lot if applicable, including any discounts, and alternative offers if they were permitted; and the presence or absence of a Bid Security or Bid-Securing Declaration, if one was required. The Bidders’ representatives who are present shall be requested to sign the attendance sheet. A copy of the record shall be distributed to all Bidders who submitted bids in time.

Evaluation and Comparison of Bids

Confidentiality

- 28.1 Information relating to the examination, evaluation, comparison, and post-qualification of bids, and recommendation of contract award, shall not be disclosed to bidders or any other persons not

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officially concerned with such process until publication of the Contract Award.

- 28.2 Any effort by a Bidder to influence the Purchaser in the examination, evaluation, comparison, and post-qualification of the bids or contract award decisions may result in the rejection of its Bid.
- 28.3 Notwithstanding ITB Sub-Clause 28.2, from the time of bid opening to the time of Contract Award, if any Bidder wishes to contact the Purchaser on any matter related to the bidding process, it should do so in writing.

Clarification of Bids

- 29.1 To assist in the examination, evaluation, comparison and post-qualification of the bids, the Purchaser may, at its discretion, ask any Bidder for a clarification of its Bid. Any clarification submitted by a Bidder in respect to its Bid and that is not in response to a request by the Purchaser shall not be considered. The Purchaser's request for clarification and the response shall be in writing. No change in the prices or substance of the Bid shall be sought, offered, or permitted, except to confirm the correction of arithmetic errors discovered by the Purchaser in the Evaluation of the bids, in accordance with ITB Clause 31.

Responsiveness of Bids

- 30.1 The Purchaser's determination of a bid's responsiveness is to be based on the contents of the bid itself.
- 30.2 A substantially responsive Bid is one that conforms to all the terms, conditions, and specifications of the Bidding Documents without material deviation, reservation, or omission. A material deviation, reservation, or omission is one that:
- (a) affects in any substantial way the scope, quality, or performance of the Goods and Related Services specified in the Contract; or
 - (b) limits in any substantial way, inconsistent with the Bidding Documents, the Purchaser's rights or the Bidder's obligations under the Contract; or
 - (c) if rectified would unfairly affect the competitive position of other bidders presenting substantially responsive bids.
- 30.3 If a bid is not substantially responsive to the Bidding Documents, it may be rejected by the Purchaser and may not subsequently be made responsive by the Bidder by correction of the material deviation, reservation, or omission.

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**Nonconformities,
Errors, and
Omissions**

- 31.1 Provided that a Bid is substantially responsive, the Purchaser may waive any non-conformities or omissions in the Bid that do not constitute a material deviation.
- 31.2 Provided that a bid is substantially responsive, the Purchaser may request that the Bidder submit the necessary information or documentation, within a reasonable period of time, to rectify nonmaterial nonconformities or omissions in the bid related to documentation requirements. Such omission shall not be related to any aspect of the price of the Bid. Failure of the Bidder to comply with the request may result in the rejection of its Bid.
- 31.3 Provided that the Bid is substantially responsive, the Purchaser shall correct arithmetical errors on the following basis:
- (a) if there is a discrepancy between the unit price and the line item total that is obtained by multiplying the unit price by the quantity, the unit price shall prevail and the line item total shall be corrected, unless in the opinion of the Purchaser there is an obvious misplacement of the decimal point in the unit price, in which case the line item total as quoted shall govern and the unit price shall be corrected;
 - (b) if there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; and
 - (c) if there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject to (a) and (b) above.
- 31.4 If the Bidder that submitted the lowest evaluated Bid does not accept the correction of errors, its Bid shall be rejected.

**Preliminary
Examination of
Bids**

- 32.1 The Purchaser shall examine the bids to confirm that all documents and technical documentation requested in ITB Clause 11 have been provided, and to determine the completeness of each document submitted.
- 32.2 The Purchaser shall confirm that the following documents and information have been provided in the Bid. If any of these documents or information is missing, the offer shall be rejected.
- (a) Bid Submission Form, in accordance with ITB Sub-Clause 12.1;
 - (b) Price Schedules, in accordance with ITB Sub-Clause 12.2;

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- (c) Documents Establishing the Conformity of the Goods and Related Services, in accordance with Sub-Clause 18.2 and 18.3
- (d) Bid Security or Bid Securing Declaration, in accordance with ITB Clause 21, if applicable.
- (e) Manufacturer's Authorization in accordance with Sub-Clause 19.1(a);
- (f) Availability in the Purchaser's Country of spare parts and after sales services for plant and equipment in accordance with Sub-Clause 19.1(b).

Examination of Terms and Conditions; Technical Evaluation

- 33.1 The Purchaser shall examine the Bid to confirm that all terms and conditions specified in the GCC and the SCC have been accepted by the Bidder without any material deviation or reservation.
- 33.2 The Purchaser shall evaluate the technical aspects of the Bid submitted in accordance with ITB Clause 18, to confirm that all requirements specified in Section VI, Schedule of Requirements of the Bidding Documents have been met without any material deviation or reservation.
- 33.3 If, after the examination of the terms and conditions and the technical evaluation, the Purchaser determines that the Bid is not substantially responsive in accordance with ITB Clause 30, it shall reject the Bid.

Conversion to Single Currency

- 34.1 For evaluation and comparison purposes, the Purchaser shall use the bid price currency as **specified in the BDS**.

Domestic Preference

- 35.1 Domestic preference shall not be a factor in bid evaluation, unless otherwise **specified in the BDS**.

Evaluation of Bids - Financial Evaluation

- 36.1 The Purchaser shall evaluate each bid that has been determined, up to this stage of the evaluation, to be substantially responsive.
- 36.2 To evaluate a Bid, the Purchaser shall only use all the factors, methodologies and criteria defined in ITB Clause 36. No other criteria or methodology shall be permitted.
- 36.3 To evaluate a Bid, the Purchaser shall consider the following:
 - (a) evaluation will be done for Items or Lots, as **specified in the BDS**; and the Bid Price as quoted in accordance with clause 14;

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- (b) price adjustment for correction of arithmetic errors in accordance with ITB Sub-Clause 31.3;
- (c) price adjustment due to discounts offered in accordance with ITB Sub-Clause 14.4;
- (d) adjustments due to the application of the evaluation criteria **specified in the BDS** from amongst those set out in Section III, Evaluation and Qualification Criteria;
- (e) adjustments due to the application of a margin of preference, in accordance with ITB Clause 35 if applicable.

36.4 The Purchaser's evaluation of a bid may require the consideration of other factors, in addition to the Bid Price quoted in accordance with ITB Clause 14. These factors may be related to the characteristics, performance, and terms and conditions of purchase of the Goods and Related Services. The effect of the factors selected, if any, shall be expressed in monetary terms to facilitate comparison of bids, unless otherwise specified in Section III, Evaluation and Qualification Criteria. The factors, methodologies and criteria to be used shall be as specified in ITB 36.3 (d).

36.5 If so **specified in the BDS**, these Bidding Documents shall allow Bidders to quote separate prices for one or more lots, and shall allow the Purchaser to award one or multiple lots to more than one Bidder. The methodology of evaluation to determine the lowest-evaluated lot combinations, is specified in Section III, Evaluation and Qualification Criteria.

Comparison of Bids

37.1 The Purchaser shall compare all substantially responsive bids to determine the lowest-evaluated bid, in accordance with ITB Clause 36.

Post-qualification of the Bidder

38.1 The Purchaser shall determine to its satisfaction whether the Bidder that is selected as having submitted the lowest evaluated and substantially responsive bid is qualified to perform the Contract satisfactorily.

38.2 The determination shall be based upon an examination of the documentary evidence of the Bidder's qualifications submitted by the Bidder, pursuant to ITB Clause 19.

38.3 An affirmative determination shall be a prerequisite for award of the Contract to the Bidder. A negative determination shall result in disqualification of the bid, in which event the Purchaser shall proceed to the next lowest evaluated bid to make a similar

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determination of that Bidder's capabilities to perform satisfactorily.

Purchaser's Right to Accept Any Bid, and to Reject Any or All Bids

- 39.1 The Purchaser reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids at any time prior to contract award, without thereby incurring any liability to Bidders.

Award of Contract

Award Criteria

- 40.1 The Purchaser shall award the Contract to the Bidder whose offer has been determined to be the lowest evaluated bid and is substantially responsive to the Bidding Documents, provided further that the Bidder is determined to be qualified to perform the Contract satisfactorily.

Purchaser's Right to Vary Quantities at Time of Award

- 41.1 At the time the Contract is awarded, the Purchaser reserves the right to increase or decrease the quantity of Goods and Related Services originally specified in Section VI, Schedule of Requirements, provided this does not exceed the percentages **specified in the BDS**, and without any change in the unit prices or other terms and conditions of the bid and the Bidding Documents.

Notification of Award

- 42.1 Prior to the expiration of the period of bid validity, the Purchaser shall take a contract award decision, but the award decision does not constitute a contract.
- 42.2 Following the contract award decision, the Employer shall prepare a notice indicating the name of the best evaluated tenderer, the value of the proposed contract and any evaluation scores. The notice shall be sent directly to all tenderers who submitted tenders by letter and, where appropriate, by fax or email.
- 42.3 The Employer shall allow a period of at least ten (10) days to elapse from the date of despatch and publication of the notice in accordance with subsection (42.2) before a contract is awarded.
- 42.4 Upon the successful Bidder's furnishing of the signed Contract Form and performance security pursuant to ITB Clause 44, the Purchaser will promptly discharge the bid security of each unsuccessful Bidder, pursuant to ITB Clause 21.4.

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- Signing of Contract**
- 43.1 Promptly after notification, the Purchaser shall send the successful Bidder the Agreement and the Special Conditions of Contract.
- 43.2 Within twenty-eight (28) days of receipt of the Agreement, the successful Bidder shall sign, date, and return it to the Purchaser.
- 43.3 Notwithstanding ITB 43.2 above, in case signing of the Contract Agreement is prevented by any export restrictions attributable to the Purchaser, to the country of the Purchaser, or to the use of the products/goods, systems or services to be supplied, where such export restrictions arise from trade regulations from a country supplying those products/goods, systems or services, the Bidder shall not be bound by its bid, always provided, however, that the Bidder can demonstrate to the satisfaction of the Purchaser that signing of the Contract Agreement has not been prevented by any lack of diligence on the part of the Bidder in completing any formalities, including applying for permits, authorizations and licenses necessary for the export of the products/goods, systems or services under the terms of the Contract.
- Performance Security**
- 44.1 Within fourteen (14) days of the receipt of Letter of Acceptance from the Purchaser, the successful Bidder, if required, shall furnish the Performance Security in accordance with the GCC, using for that purpose the Performance Security Form included in Section IX Contract forms, or another Form acceptable to the Purchaser.
- 44.2 Failure of the successful Bidder to submit the above-mentioned Performance Security or sign the Contract shall constitute sufficient grounds for the annulment of the award and forfeiture of the Bid Security or execution of the Bid-Securing Declaration. In that event the Purchaser may award the Contract to the next lowest evaluated Bidder, whose offer is substantially responsive and is determined by the Purchaser to be qualified to perform the Contract satisfactorily.

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Section II. Bidding Data Sheet (BDS)

The following specific data for the goods to be procured shall complement, supplement, or amend the provisions in the Instructions to Bidders (ITB). Whenever there is a conflict, the provisions herein shall prevail over those in ITB.

ITB Clause Reference	A. General
ITB 1.1	The Purchaser is: <i>[Ministry of Economic Planning and Development, Microprojects Programme Coordinating Unit]</i>
ITB 1.1	<p>The name and identification number of the bid are: <i>[THE SUPPLY AND DELIVERY OF TRUCKS FOR VARIOUS COMPANIES AND COOPERATIVES IN THE HHOHHO REGION AND SHISELWENI REGION]</i></p> <p><i>BID REFERENCE: RDFHS/TR/05-25/2025-2026/IG</i></p> <p>The number, identification and names of the lots comprising this bid are: -</p> <ul style="list-style-type: none"> - <i>Masithandane Multipurpose Cooperative Society Ltd (Lot 1)</i> - <i>Khulani Masini Multipurpose Cooperative Society Ltd (Lot 2)</i> - <i>Siyalima Ngololweni Farmers Limited (Lot 3)</i> - <i>Ingcebo Yetfu Multipurpose Cooperative Society Ltd (Lot 4)</i>
	B. Contents of Bidding Documents
ITB 7.1	<p>For <u>Clarification of bid purposes</u> only, the Purchaser's address is:</p> <p>Attention: <i>[The Director, Mr. S. T. Mbingo]</i></p> <p>Address: <i>[Microprojects Programme, 6th Floor, Dlan'ubeka Building]</i></p> <p>City: <i>[Mbabane]</i></p> <p>ZIP Code: <i>[H100]</i></p> <p>Country: <i>[Eswatini]</i></p> <p>Telephone: <i>[(+268) 2404 8435]</i></p> <p>Facsimile number: <i>[(+268) 2404 0907]</i></p> <p>Electronic mail address: <i>[Lwazie L. Nkambule lnkambule@microprojects.org.sz and Busie Mahlalela busie@microprojects.org.sz and copy to khetsiwe Simelane khetsiwe@microprojects.org.sz]</i></p>
	C. Preparation of Bids

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ITB 10.1	The language of the bid is: <i>[English]</i> .
ITB 11.1 (g)	<p>The Bidder shall submit the following additional documents in its bid:</p> <ul style="list-style-type: none"> - <i>An original valid tax compliance certificate (for Government Tender)</i> - <i>A Certified Copy of a valid Trading Licence</i> - <i>A Certified Copy of a valid Labour Compliance certificate (from the ministry of Labour and Social Security)</i> - <i>A General receipt as proof of payment</i> - <i>E 5 000.00 Tender deposit in a form of a Bank Guaranteed Letter (Insurance bonds will not be accepted)</i> - <i>A manufacturer's warranty and a written confirmation that the Truck(s) and/or bus(es) will be serviceable by local dealer.</i> - <i>Submission of a current Company Form J, stamped by the Registrar of Companies</i> - <i>Submission of a current Company Form C, stamped by the Registrar of Companies</i> - <i>The shareholders as listed in Form C should provide certified copies of identity documents</i> - <i>A police clearance for company Directors listed in form C</i>
ITB 13.1	Alternative Bids <i>[shall not be]</i> considered.
ITB 14.5	The Incoterms edition is: <i>[“Incoterms 2010”]</i> .
ITB 14.6 (b) (i) and (c) (iii)	Place of Destination: <i>[Eswatini]</i>
ITB 14.6 (a) (iii);(b)(ii) and (c)(v)	<p>“Final destination (Project Site)”:</p> <ul style="list-style-type: none"> - <i>Masithandane Multipurpose Cooperative office premise under Matsanjeni Inkhundla in the Shiselweni Region (Lot 1),</i> - <i>Khulani Masini Multipurpose Cooperative office premises under Kubuta Inkhundla in the Shiselweni Region (Lot 2),</i> - <i>Siyalima Ngololweni Farmers Limited office premises under Sandleni Inkhundla in the Shiselweni Region (Lot 3),</i> - <i>Ingcebo Yetfu Multipurpose Cooperative office premises under Pigg's Peak Inkhundla in the Hhohho Region (Lot 4),</i>
ITB 14.7	The prices quoted by the Bidder <i>[“shall not”]</i> be adjustable.
ITB 14.8	<p>Prices quoted for each lot shall correspond at least to <i>[100]</i> % of the items specified for each lot.</p> <p>Prices quoted for each item of a lot shall correspond at least to <i>[100]</i> percent of the quantities specified for this item of a lot.</p>

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Section II Bid Data Sheet

ITB 19.1 (a)	Manufacturer's authorization is: [<i>"required"</i>]
ITB 19.1 (b)	After sales service is: [<i>"required"</i>]
ITB 20.1	The bid validity period shall be [<i>180</i>] days.
ITB 21.1	Bid shall include a Bid Security included in Section IV Bidding Forms
ITB 21.2	The amount of the Bid Security shall be: [<i>5,000.00 – Five Thousand Emalangen</i>]
ITB 22.1	In addition to the original of the bid, the number of copies is: [<i>One (1)</i>]
D. Submission and Opening of Bids	
ITB 24.1	<p>For bid submission purposes, the Purchaser's address is:</p> <p>Attention: [<i>The Director, Mr. S. T. Mbingo</i>]</p> <p>Address: [<i>Microprojects Programme - Regional Development Fund, Dlanubeka Building, Corner of LaLufadlana & Mdada Streets</i>]</p> <p>Floor-Room number: [<i>6th Floor, Microprojects Programme - Regional Development Fund Reception</i>]</p> <p>City: [<i>Mbabane</i>]</p> <p>ZIP Code: [<i>H100</i>]</p> <p>Country: [<i>Eswatini</i>]</p> <p>The deadline for the submission of bids is:</p> <p>Date: [<i>30th June 2025</i>]</p> <p>Time: [<i>1000 hrs</i>]</p>
ITB 27.1	<p>The bid opening shall take place at:</p> <p>Street Address: [<i>Microprojects Programme - Regional Development Fund, Dlanubeka Building, Corner of LaLufadlana & Mdada Streets</i>]</p> <p>Floor/ Room number: [<i>6th Floor, Microprojects Programme - Regional Development Fund Conference Room</i>]</p> <p>City: [<i>Mbabane</i>]</p> <p>Country: [<i>Eswatini</i>]</p> <p>Date: [<i>30th June 2025</i>]</p> <p>Time: [<i>1010 hrs</i>]</p>

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	E. Evaluation and Comparison of Bids
ITB 34.1	<i>The name of the currency is Eswatini Lilangeni</i>
ITB 35.1	Domestic preference <i>[shall not]</i> be a bid evaluation factor.
ITB 36.3(a)	Bids will be evaluated lot by lot. If a Price Schedule shows items listed but not priced, their prices shall be assumed to be included in the prices of other items. An item not listed in the Price Schedule shall be assumed to be not included in the bid, and provided that the bid is substantially responsive, the average price of the item quoted by substantially responsive bidders will be added to the bid price and the equivalent total cost of the bid so determined will be used for price comparison.
ITB 36.3(d)	<p>The adjustments shall be determined using the following criteria, from amongst those set out in Section III, Evaluation and Qualification Criteria:</p> <ul style="list-style-type: none"> (a) Deviation in Delivery schedule: <i>[Yes. Bidder will be disqualified if proposed delivery date is beyond that which is specified in the Bid Document]</i> (b) Deviation in payment schedule: <i>[Yes. Bid price must take into account that payment will be made after 90 days after date of delivery]</i> (c) the availability in the Purchaser's Country of spare parts and after-sales services for the equipment offered in the bid <i>[Yes. Failure to provide proof in this regard will result to disqualification of bid]</i> (d) the performance and productivity of the equipment offered; <i>[Yes. Goods and Related Services to be supplied under this contract must meet the Technical Specifications as provided in Section VI – Schedule of Requirements.</i>
ITB 36.6	Bidders <i>[shall]</i> be allowed to quote separate prices for one or more lots. This is applicable only when the quoted prices per lot is for different Goods with different performance and productivity but still in conformism with the Technical Specifications as provided in Section VI – Schedule of Requirements.
	F. Award of Contract
ITB 41.1	<p>The maximum percentage by which quantities may be increased is: <i>[50 percent]</i></p> <p>The maximum percentage by which quantities may be decreased is: <i>[50 percent]</i></p>

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Section III. Evaluation and Qualification Criteria

Contents

1. Evaluation Criteria (ITB 36.3 (d))

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1. Evaluation Criteria

The Purchaser's evaluation of a bid shall take into account the following criteria and methodologies.

1.1 Preliminary Evaluation of bid (ITB 32.1 and 32.2)

NO.	NAME OF DOCUMENT	CLAUSE REFERENCE	CRITERIA
1	Bid submission form	ITB Clause 12.1	<i>Bidder shall fill in this Form in accordance with the instructions indicated. No alterations to its format shall be permitted and no substitutions shall be accepted</i>
2	Bill of Quantities	ITB Clause 14.	Truth or falsehood
3	Bid Security	ITB Clause 21	Truth or falsehood
5	Original valid Tax compliance Certificate	ITB 11.1 (g)	Truth or falsehood
6	Certified copy of a valid Trading License	ITB 11.1 (g)	Truth or falsehood
7	Certified copy of a valid Labour Compliance Certificate from the Ministry of Labour	ITB 11.1 (g)	Truth or falsehood
8	Certificate Copy of a current Form J, stamped by the registration of Companies	ITB 11.1 (g)	Truth or falsehood
9	Certificate Copy of a current Form C, stamped by the registration of Companies	ITB 11.1 (g)	Truth or falsehood
10	The shareholders as listed in Form C should provide certified copies of identity documents.	ITB 11.1 (g)	Truth or falsehood
11	Police clearance certificate for the directors Listed in Form C	ITB 11.1 (g)	Truth or falsehood
13	Agreement of JV (if applicable)	ITB 11.1 (g)	Truth or falsehood
14	Delivery schedule.	Section VI. Schedule of Requirements	The Goods specified in the List of Goods are required to be delivered within the acceptable time range (after the earliest and before the final date, both dates inclusive) specified in Section VI, Delivery Schedule. No credit will be given to deliveries before the earliest date, and bids offering delivery after the final date shall be treated as non-responsive.
15	Manufacturer's Authorization using the form included in Section IV, Bidding Forms to demonstrate that it has been duly authorized by the manufacturer or producer of the Goods to supply and service these Goods in the Purchaser's Country;	ITB 19.1	Truth or falsehood
16	Availability in the Purchaser's Country of spare parts and after sales services for plant and equipment	ITB 36.3(d)	Truth or falsehood

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1.2 Technical evaluation (ITB 33.2, 33.3, 33.4)

17	Specification Requirement for a 10 m³ Tipper Truck	Criteria
18	Standard production model with additional features	Truth or falsehood
19	Year of Manufacture- 2024	Truth or falsehood
20	Turbocharged Intercooled	Truth or falsehood
21	10 m ³ Tipper Truck	Truth or falsehood
22	205 kW @ 2200 Minimum Power (ISO)	Truth or falsehood
23	1100 @ 1200 Minimum Torque (meets ISO requirements)	Truth or falsehood
24	Minimum 6-cylinder, diesel with direct injection	Truth or falsehood
25	Minimum 9 forward gears	Truth or falsehood
26	Transmission type-Synchromesh gears	Truth or falsehood
27	Manual Shift	Truth or falsehood
28	Emission norms- Minimum Euro	Truth or falsehood
29	Braking system (meets ISO requirements)	Truth or falsehood
30	Service brakes (ABS)	Truth or falsehood
31	Parking Brake	Truth or falsehood
32	Front brake system	Truth or falsehood
33	Rear brake system	Truth or falsehood
34	Standard Steering Power Assisted (meets ISO requirements)	Truth or falsehood
35	Fuel reservoir minimum 200 litres	Truth or falsehood
36	Minimum 11 wheels including spare	Truth or falsehood
37	Spare wheel carrier	Truth or falsehood
38	Minimum ground clearance - 300 mm	Truth or falsehood
39	Air bags (driver and passenger seat)	Truth or falsehood
40	Radio & CD player	Truth or falsehood
41	Clear windows	Truth or falsehood
42	Air-conditioned	Truth or falsehood
43	Driver and Passenger door (meets ISO requirements)	Truth or falsehood
44	Driver and Passenger sun visor	Truth or falsehood
45	Fire extinguisher-minimum 9kgs	Truth or falsehood
46	Tow hook-front	Truth or falsehood
47	Front bumper	Truth or falsehood
48	Number plate holders	Truth or falsehood
49	A suitable tool kit-(including but not limited to a complete set of wheel spanner relevant for truck and minimum 5 tonne jack and all necessary accessories) and owner's manual for the truck shall be provided.	Truth or falsehood
50	Minimum 90 000 km Free service	Truth or falsehood
51	5 years minimum Warranty	Truth or falsehood
52	The truck should be serviceable by the local dealership (attach proof)	Truth or falsehood
53	EOG and Operators training	Truth or falsehood (Certificates issued shall include items covered during training)
54	Specification Requirement for a 8 tonne Cattle Bodied Truck	
55	Standard production model with additional features	Truth or falsehood
56	Year of Manufacture- 2024	
57	8 tonne Cattle Bodied Truck	Truth or falsehood
58	Turbocharged Intercooled	Truth or falsehood
59	Payload- minimum 8 tonne	Truth or falsehood
60	170 kW Minimum Power (ISO)	Truth or falsehood
61	700 Nm Minimum Torque (meets ISO requirements)	Truth or falsehood
62	Minimum 6-cylinder, diesel with direct injection	Truth or falsehood
63	Minimum 6 forward gears	Truth or falsehood
64	Transmission type-Synchromesh gears	Truth or falsehood

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66	Emission norms- Minimum Euro 3	Truth or falsehood
67	Braking system (meets ISO requirements)	Truth or falsehood
68	Service brakes (ABS)	Truth or falsehood
69	Parking Brake	Truth or falsehood
70	Front brake system	Truth or falsehood
71	Rear brake system	Truth or falsehood
72	Standard Steering Power Assisted (meets ISO requirements)	Truth or falsehood
73	Fuel reservoir minimum 200 litres	Truth or falsehood
74	Minimum 7 wheels including spare	Truth or falsehood
75	Spare wheel carrier	Truth or falsehood
76	Minimum ground clearance - 300 mm	Truth or falsehood
77	Air bags (driver and passenger seat)	Truth or falsehood
78	Radio & CD player	Truth or falsehood
79	Clear windows	Truth or falsehood
80	Air-conditioned	Truth or falsehood
81	Driver and Passenger door (meets ISO requirements)	Truth or falsehood
82	Driver and Passenger sun visor	Truth or falsehood
83	Cattle body-minimum 4.5mm mild steel floor overlaid with rubber, mild steel cattle grid, rear and side gates	Truth or falsehood
84	Fire extinguisher-minimum 9kgs	Truth or falsehood
85	Tow hook-front	Truth or falsehood
86	Front bumper	Truth or falsehood
87	Number plate holders	Truth or falsehood
88	A suitable tool kit-(including but not limited to a complete set of wheel spanner relevant for truck and minimum 5 tonne jack and all necessary accessories) and owner's manual for the truck shall be provided.	Truth or falsehood
89	Minimum 90 000 km Free service	Truth or falsehood
90	5 years minimum Warranty	Truth or falsehood
91	The truck should be serviceable by the local dealership (attach proof)	Truth or falsehood
92	EOG and Operators training	Truth or falsehood (Certificates issued shall include items covered during training)
93	Specification Requirement for a Horse Truck 6x4 Truck Tractor	
94	Standard production model with additional features	Truth or falsehood
95	Horse Truck 6x4 Truck Tractor	
96	Turbocharged Intercooled	Truth or falsehood (Certificates issued shall include items covered during training)
97	330 kW Minimum Power (ISO)	
98	2200Nm Minimum Torque (meets ISO requirements)	Truth or falsehood
99	12.8 Minimum Displacement	Truth or falsehood
100	Minimum 6-cylinder, diesel with direct injection	Truth or falsehood
101	Minimum 12 forward gears, Minimum 2 Reverse	Truth or falsehood
102	Transmission type-Synchromesh gears	Truth or falsehood
103	Auto Shift	Truth or falsehood
104	Emission norms- Minimum Euro III	Truth or falsehood
105	Front Springs 8.0 t, minimum 3-leaf	Truth or falsehood
106	Rear Springs- leaf suspension on rear axle	Truth or falsehood
107	Brakes-Drum brakes on front and rear axle (meets ISO requirements)	Truth or falsehood (Certificates issued shall include items covered during training)
108	Electronic braking system with (ABS) and ASR	
109	Engine brake- exhaust brake, standard brake	Truth or falsehood
110	Parking Brake	Truth or falsehood
111	Front brake system	Truth or falsehood
112	Rear brake system	Truth or falsehood
113	Battery- low maintenance	Truth or falsehood

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Section II Bid Data Sheet

116	Fuel reservoir minimum 800 litres	Truth or falsehood (Certificates issued shall include items covered during training)
117	Minimum 13 wheels including spare	Truth or falsehood
118	Spare wheel carrier	Truth or falsehood
119	Minimum ground clearance (front and rear)- 300 mm	Truth or falsehood
120	Air bags (driver and passenger seat)	Truth or falsehood
121	Armrest (driver and passenger seat)	Truth or falsehood
122	Clear windows	Truth or falsehood
123	Digital instrument Cluster	Truth or falsehood
124	Luxury Bed	Truth or falsehood
125	Air-conditioning system	Truth or falsehood
126	Driver and Passenger door (meets ISO requirements)	Truth or falsehood
127	Driver and Passenger sun visor	Truth or falsehood
128	Fire extinguisher-minimum 9kgs	Truth or falsehood
129	Tow hook-front	Truth or falsehood
130	Front bumper	Truth or falsehood
131	Number plate holders	Truth or falsehood
132	A suitable tool kit-(including but not limited to a complete set of wheel spanner relevant for truck and minimum 5 tonne jack and all necessary accessories) and owner's manual for the truck shall be provided.	Truth or falsehood
133	Minimum 90 000 km Free service	Truth or falsehood
134	5 years minimum Warranty	Truth or falsehood
135	The truck should be serviceable by the local dealership (attach proof)	Truth or falsehood
136	EOG and Operators training	Truth or falsehood (Certificates issued shall include items covered during training)
137	Specification Requirement for a Horse Truck 6x4 Truck Tractor	
138	Standard production model with additional features	Truth or falsehood
139	Horse Truck 6x4 Truck Tractor	
140	Turbocharged Intercooled	Truth or falsehood
141	330 kW Minimum Power (ISO)	Truth or falsehood
142	2200Nm Minimum Torque (meets ISO requirements)	Truth or falsehood
143	12.8 Minimum Displacement	Truth or falsehood
144	Minimum 6-cylinder, diesel with direct injection	Truth or falsehood
145	Minimum 12 forward gears, Minimum 2 Reverse	Truth or falsehood
146	Transmission type-Synchromesh gears	Truth or falsehood
147	Auto Shift	Truth or falsehood
148	Emission norms- Minimum Euro III	Truth or falsehood
149	Front Springs 8.0 t, minimum 3-leaf	Truth or falsehood
150	Airbag Suspension	Truth or falsehood
151	Brakes-Drum brakes on front and rear axle (meets ISO requirements)	Truth or falsehood
152	Electronic braking system with (ABS) and ASR	Truth or falsehood
153	Engine brake- exhaust brake, standard brake	Truth or falsehood
154	Parking Brake	Truth or falsehood
155	Front brake system	Truth or falsehood
156	Rear brake system	Truth or falsehood
157	Battery- low maintenance	Truth or falsehood
158	Battery carrier cover lockable	Truth or falsehood
159	Standard Steering Power Assisted (meets ISO requirements)	Truth or falsehood
160	Fuel reservoir minimum 800 litres	Truth or falsehood
161	Minimum 13 wheels including spare	Truth or falsehood
162	Spare wheel carrier	Truth or falsehood
163	Minimum ground clearance (front and rear)- 300 mm	Truth or falsehood
164	Air bags (driver and passenger seat)	Truth or falsehood
165	Armrest (driver and passenger seat)	Truth or falsehood
166	Clear windows	Truth or falsehood

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169	Air-conditioning system	Truth or falsehood
170	Driver and Passenger door (meets ISO requirements)	Truth or falsehood
171	Driver and Passenger sun visor	Truth or falsehood
172	Fire extinguisher-minimum 9kgs	Truth or falsehood
173	Tow hook-front	Truth or falsehood
174	Front bumper	Truth or falsehood
175	Number plate holders	Truth or falsehood
176	Anti-theft system	Truth or falsehood
177	A suitable tool kit-(including but not limited to a complete set of wheel spanner relevant for truck and minimum 5 tonne jack and all necessary accessories) and owner's manual for the truck shall be provided.	Truth or falsehood
178	Minimum 90 000 km Free service	Truth or falsehood
179	5 years minimum Warranty	Truth or falsehood
180	The truck should be serviceable by the local dealership (attach proof)	Truth or falsehood
181	EOG and Operators training	Truth or falsehood (Certificates issued shall include items covered during training)
182	Specification Requirement for a 4 Tonne Truck with drop sides	
183	Standard production model with additional features	Truth or falsehood
184	Year of Manufacture- 2024	Truth or falsehood
185	4 Tonne Truck with drop sides	Truth or falsehood
186	Turbocharged Intercooled	Truth or falsehood
187	95 kW Minimum Net Power (ISO)	Truth or falsehood
188	300 Minimum Torque (meets ISO requirements)	Truth or falsehood
189	Minimum 4-cylinder, diesel with direct injection	Truth or falsehood
190	Minimum 6 forward gears	Truth or falsehood
191	Emission norms- Minimum Euro III	Truth or falsehood
192	Synchromesh	Truth or falsehood
193	Manual Gear shift operation	Truth or falsehood
194	Braking system (meets ISO requirements)	Truth or falsehood
195	Service brakes (ABS)	Truth or falsehood
196	Parking Brake	Truth or falsehood
197	Front brake system	Truth or falsehood
198	Rear brake system	Truth or falsehood
199	Standard Steering Power assisted (meets ISO requirements)	Truth or falsehood
200	Fuel reservoir minimum 100 litres with lockable cap	Truth or falsehood
201	Minimum 7 wheels including spare	Truth or falsehood
202	Spare wheel on rear chassis	Truth or falsehood
203	Shock absorbers	Truth or falsehood
204	Minimum ground clearance -190mm	Truth or falsehood
205	Air bags (driver and passenger seat)	Truth or falsehood
206	Radio & CD player	Truth or falsehood
207	Clear windows	Truth or falsehood
208	Air-conditioned	Truth or falsehood
209	Driver and Passenger door (meets ISO requirements)	Truth or falsehood
210	Driver and Passenger sun visor	Truth or falsehood
211	Fire extinguisher-minimum 9kgs	Truth or falsehood
212	Tow hook-front	Truth or falsehood
213	Front bumper	Truth or falsehood
214	Number plate holders	Truth or falsehood
215	Anti-theft system	Truth or falsehood
216	A suitable tool kit-(including but not limited to a complete set of wheel spanner relevant for truck and minimum 5 tonne jack and all necessary accessories) and owner's manual for the truck shall be provided.	Truth or falsehood
217	Minimum 90 000 km Free service	Truth or falsehood
218	5 years minimum Warranty	Truth or falsehood
219	The truck should be serviceable by the local dealership (attach proof)	Truth or falsehood

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Section II Bid Data Sheet

221	Specification Requirement for a 16 seater Bus	
222	Standard production model with additional features	Truth or falsehood
223	Year of Manufacture- 2024	Truth or falsehood
224	16 seater bus	Truth or falsehood
225	70 Net Power (EEC/ISO)	Truth or falsehood
226	260 Minimum Torque (meets ISO requirements)	Truth or falsehood
227	Minimum 4-cylinder, diesel with direct injection	Truth or falsehood
228	Emission norms- Minimum Euro 2	Truth or falsehood
229	Minimum 5 forward gears	Truth or falsehood
230	Gearshift operation (cable and/ or air assist)- meets ISO requirements	Truth or falsehood
231	Braking system (meets ISO requirements)	Truth or falsehood
232	Service brakes (ABS)	Truth or falsehood
233	Parking Brake (rear of transmission)	Truth or falsehood
234	Front brake system (Drum)	Truth or falsehood
235	Rear brake system (Drum)	Truth or falsehood
236	Dual Circuit	Truth or falsehood
237	Standard Steering Power assisted (meets ISO requirements)	Truth or falsehood
238	Fuel reservoir minimum 70 litres	Truth or falsehood
239	Minimum 7 wheels including spare	Truth or falsehood
240	Tyres-12 ply	Truth or falsehood
241	Spare wheel carrier	Truth or falsehood
242	Mud flaps-all wheels	Truth or falsehood
243	Shock absorbers	Truth or falsehood
244	Minimum ground clearance -180mm	Truth or falsehood
245	Seat belts	Truth or falsehood
246	Formica and superior safety flooring (meets ISO requirements)	Truth or falsehood
247	Formica Ceiling (meets ISO requirements)	Truth or falsehood
248	Radio & CD Player	Truth or falsehood
249	Clear windows	Truth or falsehood
250	Driver's door (meets ISO requirements)	Truth or falsehood
251	Driver's sun visor	Truth or falsehood
252	Passenger door (meets ISO requirements)	Truth or falsehood
253	Emergency Exit (meets ISO requirements)	Truth or falsehood
254	Fire extinguisher-2.5kgs	Truth or falsehood
255	Tow hook-front	Truth or falsehood
256	Front and rear bumpers	Truth or falsehood
257	Roll over compliant (meets ISO requirements)	Truth or falsehood
258	Number plate holders	Truth or falsehood
259	Anti-theft system	Truth or falsehood
260	A suitable tool kit-(including but not limited to a complete set of wheel spanner relevant for bus and minimum 5 tonne jack and all necessary accessories) and owner's manual for the tractor shall be provided.	Truth or falsehood
261	Minimum 36 months Free service	Truth or falsehood
262	5 years minimum Warranty	Truth or falsehood
263	The bus should be serviceable by the local dealership (attach proof)	Truth or falsehood
264	EOG and Operators training	Truth or falsehood (Certificates issued shall include items covered during training)
265	Specification Requirement for a New Transpec 45 Cubic Metre-Side Tipper	Truth or falsehood
266	Standard production model with additional features	
267	Afrit Trailer, PRBB, or Similar Approved	Truth or falsehood
268	Application- coal haulage	Truth or falsehood
269	Heavy duty 45 m ³ combination side-tipping trailer	Truth or falsehood
270	High Tensile Steel Chassis	Truth or falsehood
271	High Tensile Steel Bins	Truth or falsehood
272	Catwalks	Truth or falsehood

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274	Trailer electric socket	Truth or falsehood
275	Stalk Marker Lights	Truth or falsehood
276	Tube Lightbox	Truth or falsehood
277	Premium Led Lights	Truth or falsehood
278	Minimum all round drum brakes	Truth or falsehood
279	Trailer hydraulic braking system operated by truck braking system	Truth or falsehood
280	Tyres- 12 ply	Truth or falsehood
281	Tool kit (including but not limited to spanner and all necessary sockets) and owner's manual	Truth or falsehood
282	1 (one) year minimum free service warranty	Truth or falsehood
283	2 years minimum warranty	Truth or falsehood
284	The trailer should be serviceable by the local dealership (attach proof)	Truth or falsehood
285	EOG and Operators training	Truth or falsehood (Certificates issued shall include items covered during training)
286	Specification Requirement for a New Roll Bin 45 Cubic Metre-Side Tipper	
287	45 Cubic Metre- Side Tipper	
288	Application- Sugarcane haulage	Truth or falsehood
289	7.2m Front Trailer	Truth or falsehood
290	Henred 127mm Round 1910 Track ABS Axle	Truth or falsehood
291	Henred J2 Mechanical Suspension	Truth or falsehood
292	3mm Mild Steel Deck Between Beams And Over Wheels	Truth or falsehood
293	8-Off 315/80 22.5 S-Belt Radial, Dual Fitment	Truth or falsehood
294	8-Off Steel Rims To Suit Tyres	Truth or falsehood
295	2 Speed Heavy Duty Wind Up Type Landing Legs	Truth or falsehood
296	50mm Flange Type Kingpin	Truth or falsehood
297	Headboard Suitable For Cane	Truth or falsehood
298	Tailboard Suitable For Cane	Truth or falsehood
299	7-Pin Standard Electrics + Led Steel Flange Lights	Truth or falsehood
300	WABCO ABS Braking System With F+J Couplings	Truth or falsehood
301	Painted A Colour Reflective Tape	Truth or falsehood
302	Microdot Identification	Truth or falsehood
303	Rises Sorer Onio Soon Cons	Truth or falsehood
304	Ud Gwe 440tt Escot - E54	Truth or falsehood
305	Turbo Charged, Intercooler, In Line 6 Cylinder	Truth or falsehood
306	Gh11e	Truth or falsehood
307	330kw @ 1900r/Min 2010Nm 1100-1400r/ Min	Truth or falsehood
308	Automated Manual, Escot, 12 Gears Forward Sugar Cane Trailer	Truth or falsehood
309	10m REAR TRAILER	Truth or falsehood
310	Henred 127mm Round 1910 Track ABS Axle	Truth or falsehood
311	Henred F2 Mechanical Suspension	Truth or falsehood
312	3mm Mild Steel Deck Between Beams And Over Wheels	Truth or falsehood
313	9-Off 315/80 22.5 S-Belt Radial, Dual Fitment + Spare	Truth or falsehood
314	9-Off Steel Rims To Suit Tyres	Truth or falsehood
315	2 Speed Heavy Duty Wind Up Type Landing Legs	Truth or falsehood
316	50mm Flange Type Kingpin	Truth or falsehood
317	1 - Off Wind Up Type Spare Wheel Carrier	Truth or falsehood
314	Headboard Suitable For Cane	Truth or falsehood
315	Tailboard Suitable For Cane	Truth or falsehood
316	7-Pin Standard Electrics + Led Steel Flange Lights	Truth or falsehood
317	WABCO ABS Braking System With F+J Couplings	Truth or falsehood
318	Painted A Colour.	Truth or falsehood
319	Reflective Tape	Truth or falsehood
320	Microdot Identification	Truth or falsehood
321	Tyres- 12 ply	Truth or falsehood
	Tool kit (including but not limited to spanner and all necessary	

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Section II Bid Data Sheet

324	2 years minimum warranty	Truth or falsehood
325	The trailer should be serviceable by the local dealership (attach proof)	Truth or falsehood
326	EOG and Operators training	Truth or falsehood (Certificates issued shall include items covered during training)
327	Specification Requirement for a 4 tonne truck van body	Truth or falsehood
328	Standard production model with additional features	Truth or falsehood
329	Year of Manufacture- 2024	Truth or falsehood
330	Turbocharged Intercooled	Truth or falsehood
331	95 kW@2400 Minimum Net Power (ISO)	Truth or falsehood
332	370@1600 Minimum Torque (ISO)	Truth or falsehood
333	Minimum 4-cylinder, diesel with direct injection	Truth or falsehood
334	Minimum 5 forward gears	Truth or falsehood
335	Transmission type-Synchromesh gears	Truth or falsehood
336	Manual Gear shift operation	Truth or falsehood
337	Emission norms- Minimum Euro II	Truth or falsehood
338	Braking system (meets ISO requirements)	Truth or falsehood
339	Service brakes (ABS)	Truth or falsehood
340	Parking Brake	Truth or falsehood
341	Front brake system	Truth or falsehood
342	Rear brake system	Truth or falsehood
343	Standard steering power assisted (meets ISO requirements)	Truth or falsehood
344	Fuel reservoir minimum 100 litres lockable cap	Truth or falsehood
345	Minimum 7 Wheels including spare	Truth or falsehood
346	Spare on rear chassis	Truth or falsehood
347	Front & Rear Shock absorbers	Truth or falsehood
348	Minimum ground clearance – 190mm	Truth or falsehood
349	Air bags (driver and passenger seat)	Truth or falsehood
350	Radio & CD Player	Truth or falsehood
351	Clear windows	Truth or falsehood
352	Air Conditioned	Truth or falsehood
353	Driver and passenger door (meets ISO requirements)	Truth or falsehood
354	Driver and passenger sun visor	Truth or falsehood
355	Fire extinguisher – minimum 9 kg	Truth or falsehood
356	Tow hook-front	Truth or falsehood
357	Front bumper	Truth or falsehood
358	Number plate holders	Truth or falsehood
359	Anti-theft System	Truth or falsehood
360	A suitable tool kit (including but not limited to a complete set of wheel spanner relevant for truck and minimum 5 tonne jack and all necessary accessories) and owner's manual for the truck shall be provided.	Truth or falsehood
361	Minimum 90 000 km free service	Truth or falsehood
362	5 years minimum warranty	Truth or falsehood
363	The truck should be serviceable by local dealership (Attach proof)	
364	EOG and Operators training	Truth or falsehood (Certificates issued shall include items covered during training)
365	Specification Requirement for a 5 tonne truck with extended dropsides	Truth or falsehood
366	Standard production model with additional features	Truth or falsehood
367	Year of Manufacture- 2024	Truth or falsehood
368	Turbocharged Intercooled	Truth or falsehood
369	100 kW@2500 Minimum Net Power (ISO)	Truth or falsehood
370	402@1600 Minimum Torque (ISO)	Truth or falsehood
371	Minimum 4-cylinder, diesel with direct injection	Truth or falsehood
372	Minimum 5 forward gears	Truth or falsehood
373	Transmission type-Synchromesh gears	Truth or falsehood
374	Manual Gear shift operation	Truth or falsehood

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377	Service brakes (ABS)	Truth or falsehood
378	Parking Brake	Truth or falsehood
379	Front brake system	Truth or falsehood
380	Rear brake system	Truth or falsehood
381	Standard steering power assisted (meets ISO requirements)	Truth or falsehood
382	Fuel reservoir minimum 100 litres lockable cap	Truth or falsehood
383	Minimum 7 Wheels including spare	Truth or falsehood
384	Spare on rear chassis	Truth or falsehood
385	Front & Rear Shock absorbers	Truth or falsehood
386	Minimum ground clearance – 190mm	Truth or falsehood
387	Air bags (driver and passenger seat)	Truth or falsehood
388	Radio & CD Player	Truth or falsehood
389	Clear windows	Truth or falsehood
390	Air Conditioned	Truth or falsehood
391	Driver and passenger door (meets ISO requirements)	Truth or falsehood
392	Driver and passenger sun visor	Truth or falsehood
393	Fire extinguisher – minimum 9 kg	Truth or falsehood
394	Tow hook-front	Truth or falsehood
395	Front bumper	Truth or falsehood
396	Number plate holders	Truth or falsehood
397	Anti-theft System	Truth or falsehood
398	A suitable tool kit (including but not limited to a complete set of wheel spanner relevant for truck and minimum 5 tonne jack and all necessary accessories) and owner's manual for the truck shall be provided.	Truth or falsehood
399	Minimum 90 000 km free service	Truth or falsehood
400	5 years minimum warranty	Truth or falsehood
401	The truck should be serviceable by local dealership (Attach proof)	
402	EOG and Operators training	Truth or falsehood (Certificates issued shall include items covered during training)
403	Specification Requirement for a 8 tonne with Insulated Chiller	
404	Standard production model with additional features	Truth or falsehood
405	Year of Manufacture- latest	
406	8 tonne Cattle with insulated chiller	Truth or falsehood
407	Turbocharged Intercooled	Truth or falsehood
408	Payload- minimum 8 tonne	Truth or falsehood
409	170 kW Minimum Power (ISO)	Truth or falsehood
410	700 Nm Minimum Torque (meets ISO requirements)	Truth or falsehood
411	Minimum 6-cylinder, diesel with direct injection	Truth or falsehood
412	Minimum 6 forward gears	Truth or falsehood
413	Transmission type-Synchromesh gears	Truth or falsehood
414	Manual Shift	Truth or falsehood
415	Emission norms- Minimum Euro 3	Truth or falsehood
416	Braking system (meets ISO requirements)	Truth or falsehood
417	Service brakes (ABS)	Truth or falsehood
418	Parking Brake	Truth or falsehood
419	Front brake system	Truth or falsehood
420	Rear brake system	Truth or falsehood
421	Standard Steering Power Assisted (meets ISO requirements)	Truth or falsehood
422	Fuel reservoir minimum 200 litres	Truth or falsehood
423	Minimum 7 wheels including spare	Truth or falsehood
424	Spare wheel carrier	Truth or falsehood
425	Minimum ground clearance - 300 mm	Truth or falsehood
426	Air bags (driver and passenger seat)	Truth or falsehood
427	Radio & CD player	Truth or falsehood
428	Clear windows	Truth or falsehood
429	Air-conditioned	Truth or falsehood

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432	<p>INSULATED CHILLER: External Body 6,800mm (Length) 2,600mm (Width), minimum 2,600mm (Height).</p> <p>Double rear doors: Fully opening double rear doors fitted complete with independent rubber door seals, heavy-duty door hinges, and locking poles. Door securing T-catches and D-rubber bumpers fitted to each door to prevent damage when swinging open.</p> <p>Insulation: Sides, front and rear insulated with a polystyrene insulation with additional ply reinforcing behind inner skins to add strength. Roof and floor insulated with a waterproof polystyrene insulation</p> <p>Panel Finish: Internal and external panel finish will be white G.R.P. sheeting.</p> <p>Floor: G.R.P. external skin, reinforcing between insulation foam with 18mm FINN Ply overlay to secure floor against forklift and pallet jack loading. Final finish handlayered G.R.P with anti-skid final coat which continues 300mm up sides to serve as an internal laminated kick plate for inner wall protection. A 3Cr12 stainless steel entry plate by full width of door opening fitted</p> <p>Under run: Heavy – duty under run bumper fitted with a chevron and D-rubbers fitted to protect rear of body.</p> <p>Finishing:</p> <ul style="list-style-type: none"> I. External corners fitted with large aluminium extrusions all round that adds to the strength of the body. All capping sealed all round with silicone sealant to prevent water penetration. II. Transfrig MT460i installed and well secured III. Wheel arch protection fitted above wheels at rear to protect bottom of floor and behind light box. IV. Sub frame designed in accordance to the chassis manufacturer specifications. V. SABS approved truck tail and number plate lights fitted VI. Sub frame painted with high quality 2K to match truck chassis color. VII. All components used in the construction of truck body should be corrosion resistant aluminium, fibreglass or stainless steel. VIII. Standard ice-cold mud flaps – behind rear wheels. IX. Reflective tape fitted where required by law 	Truth or falsehood
433	Fire extinguisher-minimum 9kgs	Truth or falsehood
434	Tow hook-front	Truth or falsehood
435	Front bumper	Truth or falsehood
436	Anti-theft System	Truth or falsehood
437	Number plate holders	Truth or falsehood
	A suitable tool kit-(including but not limited to a complete set of wheel spanner relevant for truck and minimum 5 tonne jack and all necessary accessories) and owner's manual for the truck shall be provided.	Truth or falsehood
438	Minimum 90 000 km Free service	Truth or falsehood
440	5 years minimum Warranty	Truth or falsehood
441	The truck should be serviceable by the local dealership (attach proof)	Truth or falsehood
442	EOG and Operators training	Truth or falsehood (Certificates issued shall include items covered during training)

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2. Post-qualification Requirements (ITB 38.2)

After determining the lowest-evaluated bid in accordance with ITB Sub-Clause 37.1, the Purchaser shall carry out the post-qualification of the Bidder in accordance with ITB Clause 38, using only the requirements specified. Requirements not included in the text below shall not be used in the evaluation of the Bidder's qualifications.

(a) Financial Capability

- *The Purchaser will only pay after 90 days from the date of delivery. Bidders must, therefore, submit documentation supporting their financial capacity to supply and deliver to site all the Goods and Related under the contract. This evidence can be in the form of working capital (access to line(s) of credit and availability of other financial resources).*
- *The Bidder must demonstrate that they have financial resource that are, at least equivalent to the value of the contract under consideration.*

(b) Experience and Technical Capacity

The Bidder shall furnish documentary evidence to demonstrate that it meets the following experience requirement(s):

- *A list of principal deliveries effected during the last 3 years. The minimum value of deliveries of a similar nature completed shall not less be than E2,000,000.00 (two million) per annum.*

(c) The Bidder shall furnish documentary evidence to demonstrate that the Goods it offers meet the following usage requirement:

- *Manufacturer's brochures giving full description of technical specifications, performance and productivity of each of the equipment outlined Section VI – Schedule of Requirements*
- *Details of service warranty and/or guarantees of each of the equipment outlined Section VI – Schedule of Requirements*

(c) Delivery schedule. (as per Incoterms specified in the BDS)

The Goods specified in the List of Goods are required to be delivered within the acceptable time range (after the earliest and before the final date, both dates inclusive) specified in Section VI, Delivery Schedule. No credit will be given to deliveries before the earliest date, and bids offering delivery after the final date shall be treated as non-responsive.

(d) Deviation in payment schedule.

- (i) Bidders shall state their bid price for the payment schedule outlined in the SCC. Bids shall be evaluated on the basis of this base price. Bidders are, however, permitted to state an alternative payment schedule and indicate the reduction in bid price they wish to offer for such alternative payment schedule. The Purchaser may consider the alternative payment schedule and the reduced bid price offered by the Bidder selected on the basis

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- (e) Availability in the Purchaser's Country of spare parts and after sales services for equipment offered in the bid.

Bidders who does not provide proof of availability of spare parts and after sales services for equipment offered will be disqualified.

- (f) Performance and productivity of the equipment.
- (i) The performance and productivity of the equipment shall compile, fully to the essential technical and performance characteristics of the Goods and services as provided by the Purchaser in Section VI – Schedule of Requirements

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Section IV. Bidding Forms

Table of Forms

Bidder Information Form	46
Joint Venture Partner Information Form.....	47
Bid Submission Form	48
Price Schedule: Goods Manufactured in the Purchaser's Country	Error! Bookmark not defined.
Price and Completion Schedule - Related Services	58
Bid Security (Bank Guarantee)	59
Bid-Securing Declaration	70
Manufacturer's Authorization	71

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Bidder Information Form

[The Bidder shall fill in this Form in accordance with the instructions indicated below. No alterations to its format shall be permitted and no substitutions shall be accepted.]

Date: *[insert date (as day, month and year) of Bid Submission]*

Bid No.: *[insert number of bidding process]*

Page _____ of _____ pages

1. Bidder's Legal Name <i>[insert Bidder's legal name]</i>
2. In case of JV, legal name of each party: <i>[insert legal name of each party in JV]</i>
3. Bidder's actual or intended Country of Registration: <i>[insert actual or intended Country of Registration]</i>
4. Bidder's Year of Registration: <i>[insert Bidder's year of registration]</i>
5. Bidder's Legal Address in Country of Registration: <i>[insert Bidder's legal address in country of registration]</i>
6. Bidder's Authorized Representative Information Name: <i>[insert Authorized Representative's name]</i> Address: <i>[insert Authorized Representative's Address]</i> Telephone/Fax numbers: <i>[insert Authorized Representative's telephone/fax numbers]</i> Email Address: <i>[insert Authorized Representative's email address]</i>
7. Attached are copies of original documents of: <i>[check the box(es) of the attached original documents]</i> <input type="checkbox"/> Articles of Incorporation or Registration of firm named in 1, above, in accordance with ITB Sub-Clauses 4.1 and 4.2. <input type="checkbox"/> In case of JV, letter of intent to form JV or JV agreement, in accordance with ITB Sub-Clause 4.1. <input type="checkbox"/> In case of government owned entity from the Purchaser's country, documents establishing legal and financial autonomy and compliance with commercial law, in accordance with ITB Sub-Clause 4.5.

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Joint Venture Partner Information Form

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

Date: *[insert date (as day, month and year) of Bid Submission]*

Bid No.: *[insert number of bidding process]*

Page _____ of _____ pages

1. Bidder's Legal Name: <i>[insert Bidder's legal name]</i>
2. JV's Party legal name: <i>[insert JV's Party legal name]</i>
3. JV's Party Country of Registration: <i>[insert JV's Party country of registration]</i>
4. JV's Party Year of Registration: <i>[insert JV's Party year of registration]</i>
5. JV's Party Legal Address in Country of Registration: <i>[insert JV's Party legal address in country of registration]</i>
6. JV's Party Authorized Representative Information Name: <i>[insert name of JV's Party authorized representative]</i> Address: <i>[insert address of JV's Party authorized representative]</i> Telephone/Fax numbers: <i>[insert telephone/fax numbers of JV's Party authorized representative]</i> Email Address: <i>[insert email address of JV's Party authorized representative]</i>
7. Attached are copies of original documents of: <i>[check the box(es) of the attached original documents]</i> <input type="checkbox"/> Articles of Incorporation or Registration of firm named in 2, above, in accordance with ITB Sub-Clauses 4.1 and 4.2. <input type="checkbox"/> In case of government owned entity from the Purchaser's country, documents establishing legal and financial autonomy and compliance with commercial law, in accordance with ITB Sub-Clause 4.5.

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Bid Submission Form – Lot 1

[The Bidder shall fill in this Form in accordance with the instructions indicated No alterations to its format shall be permitted and no substitutions shall be accepted.]

Date: *[insert date (as day, month and year) of Bid Submission]*

Invitation for Bid No.: *[insert No]*

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

To: *[insert complete name of Purchaser]*

We, the undersigned, declare that:

- (a) We have examined and have no reservations to the Bidding Documents, including Addenda No.: _____ *[insert the number and issuing date of each Addenda];*
- (b) We offer to supply in conformity with the Bidding Documents and in accordance with the Delivery Schedules specified in the Schedule of Requirements the following Goods and Related Services _____ *[insert a brief description of the Goods and Related Services];*
- (c) The total price of our Bid, excluding any discounts offered in item (d) below, is: _____ *[insert the total bid price in words and figures, indicating the various amounts and the respective currencies];*
- (d) The discounts offered and the methodology for their application are:

Discounts. If our bid is accepted, the following discounts shall apply. _____ *[Specify in detail each discount offered and the specific item of the Schedule of Requirements to which it applies.]*

Methodology of Application of the Discounts. The discounts shall be applied using the following method: _____ *[Specify in detail the method that shall be used to apply the discounts];*

- (e) Our bid shall be valid for the period of time specified in ITB Sub-Clause 20.1, from the date fixed for the bid submission deadline in accordance with ITB Sub-Clause 24.1, and it shall remain binding upon us and may be accepted at any time before the expiration of that period;
- (f) If our bid is accepted, we commit to obtain a performance security in accordance with ITB Clause 44 and GCC Clause 18 for the due performance of the Contract;
- (g) We, including any subcontractors or suppliers for any part of the contract, have nationality from eligible countries _____ *[insert the nationality of the Bidder, including that of all parties that comprise the Bidder, if the Bidder is a JV, and the nationality each subcontractor and supplier]*

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- (h) We have no conflict of interest in accordance with ITB Sub-Clause 4.2;
- (i) Our firm, its affiliates or subsidiaries—including any subcontractors or suppliers for any part of the contract—has not been declared ineligible under the Purchaser's country laws or official regulations, in accordance with ITB Sub-Clause 4.3;
- (j) The following commissions, gratuities, or fees have been paid or are to be paid with respect to the bidding process or execution of the Contract: *[insert complete name of each Recipient, its full address, the reason for which each commission or gratuity was paid and the amount and currency of each such commission or gratuity]*

Name of Recipient	Address	Reason	Amount
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

(If none has been paid or is to be paid, indicate "none.")

- (k) We understand that this bid, together with your written acceptance thereof included in your notification of award, shall constitute a binding contract between us, until a formal contract is prepared and executed.
- (l) We understand that you are not bound to accept the lowest evaluated bid or any other bid that you may receive.

Signed: _____ *[insert signature of person whose name and capacity are shown]*
 In the capacity of _____ *[insert legal capacity of person signing the Bid Submission Form]*

Name: _____ *[insert complete name of person signing the Bid Submission Form]*

Duly authorized to sign the bid for and on behalf of: _____ *[insert complete name of Bidder]*

Dated on _____ day of _____, _____ *[insert date of signing]*

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Bid Submission Form – Lot 2

[The Bidder shall fill in this Form in accordance with the instructions indicated. No alterations to its format shall be permitted and no substitutions shall be accepted.]

Date: *[insert date (as day, month and year) of Bid Submission]*

Invitation for Bid No.: *[insert No]*

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

To: *[insert complete name of Purchaser]*

We, the undersigned, declare that:

- (k) We have examined and have no reservations to the Bidding Documents, including Addenda No.: _____ *[insert the number and issuing date of each Addenda];*
- (l) We offer to supply in conformity with the Bidding Documents and in accordance with the Delivery Schedules specified in the Schedule of Requirements the following Goods and Related Services _____ *[insert a brief description of the Goods and Related Services];*
- (m) The total price of our Bid, excluding any discounts offered in item (d) below, is: _____ *[insert the total bid price in words and figures, indicating the various amounts and the respective currencies];*
- (n) The discounts offered and the methodology for their application are:

Discounts. If our bid is accepted, the following discounts shall apply. _____ *[Specify in detail each discount offered and the specific item of the Schedule of Requirements to which it applies.]*

Methodology of Application of the Discounts. The discounts shall be applied using the following method: _____ *[Specify in detail the method that shall be used to apply the discounts];*

- (o) Our bid shall be valid for the period of time specified in ITB Sub-Clause 20.1, from the date fixed for the bid submission deadline in accordance with ITB Sub-Clause 24.1, and it shall remain binding upon us and may be accepted at any time before the expiration of that period;
- (p) If our bid is accepted, we commit to obtain a performance security in accordance with ITB Clause 44 and GCC Clause 18 for the due performance of the Contract;
- (q) We, including any subcontractors or suppliers for any part of the contract, have nationality from eligible countries _____ *[insert the nationality of the Bidder, including that of all parties that comprise the Bidder, if the Bidder is a JV, and the nationality each subcontractor and supplier]*

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- (r) We have no conflict of interest in accordance with ITB Sub-Clause 4.2;
- (s) Our firm, its affiliates or subsidiaries—including any subcontractors or suppliers for any part of the contract—has not been declared ineligible under the Purchaser's country laws or official regulations, in accordance with ITB Sub-Clause 4.3;
- (t) The following commissions, gratuities, or fees have been paid or are to be paid with respect to the bidding process or execution of the Contract: *[insert complete name of each Recipient, its full address, the reason for which each commission or gratuity was paid and the amount and currency of each such commission or gratuity]*

Name of Recipient	Address	Reason	Amount
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

(If none has been paid or is to be paid, indicate “none.”)

- (k) We understand that this bid, together with your written acceptance thereof included in your notification of award, shall constitute a binding contract between us, until a formal contract is prepared and executed.
- (l) We understand that you are not bound to accept the lowest evaluated bid or any other bid that you may receive.

Signed: _____ *[insert signature of person whose name and capacity are shown]*
 In the capacity of _____ *[insert legal capacity of person signing the Bid Submission Form]*

Name: _____ *[insert complete name of person signing the Bid Submission Form]*

Duly authorized to sign the bid for and on behalf of: _____ *[insert complete name of Bidder]*

Dated on _____ day of _____, _____ *[insert date of signing]*

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Bid Submission Form – Lot 3

[The Bidder shall fill in this Form in accordance with the instructions indicated. No alterations to its format shall be permitted and no substitutions shall be accepted.]

Date: *[insert date (as day, month and year) of Bid Submission]*

Invitation for Bid No.: *[insert No.]*

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

To: *[insert complete name of Purchaser]*

We, the undersigned, declare that:

- (u) We have examined and have no reservations to the Bidding Documents, including Addenda No.: _____ *[insert the number and issuing date of each Addenda];*
- (v) We offer to supply in conformity with the Bidding Documents and in accordance with the Delivery Schedules specified in the Schedule of Requirements the following Goods and Related Services _____ *[insert a brief description of the Goods and Related Services];*
- (w) The total price of our Bid, excluding any discounts offered in item (d) below, is: _____ *[insert the total bid price in words and figures, indicating the various amounts and the respective currencies];*
- (x) The discounts offered and the methodology for their application are:

Discounts. If our bid is accepted, the following discounts shall apply. _____ *[Specify in detail each discount offered and the specific item of the Schedule of Requirements to which it applies.]*

Methodology of Application of the Discounts. The discounts shall be applied using the following method: _____ *[Specify in detail the method that shall be used to apply the discounts];*

- (y) Our bid shall be valid for the period of time specified in ITB Sub-Clause 20.1, from the date fixed for the bid submission deadline in accordance with ITB Sub-Clause 24.1, and it shall remain binding upon us and may be accepted at any time before the expiration of that period;
- (z) If our bid is accepted, we commit to obtain a performance security in accordance with ITB Clause 44 and GCC Clause 18 for the due performance of the Contract;
- (aa) We, including any subcontractors or suppliers for any part of the contract, have nationality from eligible countries _____ *[insert the nationality of the Bidder, including that of all parties that comprise the Bidder, if the Bidder is a JV, and the nationality each subcontractor and supplier]*

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- (bb) We have no conflict of interest in accordance with ITB Sub-Clause 4.2;
- (cc) Our firm, its affiliates or subsidiaries—including any subcontractors or suppliers for any part of the contract—has not been declared ineligible under the Purchaser's country laws or official regulations, in accordance with ITB Sub-Clause 4.3;
- (dd) The following commissions, gratuities, or fees have been paid or are to be paid with respect to the bidding process or execution of the Contract: *[insert complete name of each Recipient, its full address, the reason for which each commission or gratuity was paid and the amount and currency of each such commission or gratuity]*

Name of Recipient	Address	Reason	Amount
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

(If none has been paid or is to be paid, indicate “none.”)

- (k) We understand that this bid, together with your written acceptance thereof included in your notification of award, shall constitute a binding contract between us, until a formal contract is prepared and executed.
- (l) We understand that you are not bound to accept the lowest evaluated bid or any other bid that you may receive.

Signed: _____ *[insert signature of person whose name and capacity are shown]*
 In the capacity of _____ *[insert legal capacity of person signing the Bid Submission Form]*

Name: _____ *[insert complete name of person signing the Bid Submission Form]*

Duly authorized to sign the bid for and on behalf of: _____ *[insert complete name of Bidder]*

Dated on _____ day of _____, _____ *[insert date of signing]*

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Bid Submission Form – Lot 4

[The Bidder shall fill in this Form in accordance with the instructions indicated. No alterations to its format shall be permitted and no substitutions shall be accepted.]

Date: *[insert date (as day, month and year) of Bid Submission]*

Invitation for Bid No.: *[insert No.]*

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

To: *[insert complete name of Purchaser]*

We, the undersigned, declare that:

- (ee) We have examined and have no reservations to the Bidding Documents, including Addenda No.: _____ *[insert the number and issuing date of each Addenda];*
- (ff) We offer to supply in conformity with the Bidding Documents and in accordance with the Delivery Schedules specified in the Schedule of Requirements the following Goods and Related Services _____ *[insert a brief description of the Goods and Related Services];*
- (gg) The total price of our Bid, excluding any discounts offered in item (d) below, is: _____ *[insert the total bid price in words and figures, indicating the various amounts and the respective currencies];*
- (hh) The discounts offered and the methodology for their application are:

Discounts. If our bid is accepted, the following discounts shall apply. _____ *[Specify in detail each discount offered and the specific item of the Schedule of Requirements to which it applies.]*

Methodology of Application of the Discounts. The discounts shall be applied using the following method: _____ *[Specify in detail the method that shall be used to apply the discounts];*

- (ii) Our bid shall be valid for the period of time specified in ITB Sub-Clause 20.1, from the date fixed for the bid submission deadline in accordance with ITB Sub-Clause 24.1, and it shall remain binding upon us and may be accepted at any time before the expiration of that period;
- (jj) If our bid is accepted, we commit to obtain a performance security in accordance with ITB Clause 44 and GCC Clause 18 for the due performance of the Contract;
- (kk) We, including any subcontractors or suppliers for any part of the contract, have nationality from eligible countries _____ *[insert the nationality of the Bidder, including that of all parties that comprise the Bidder, if the Bidder is a JV, and the nationality each subcontractor and supplier]*

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- (ll) We have no conflict of interest in accordance with ITB Sub-Clause 4.2;
- (mm) Our firm, its affiliates or subsidiaries—including any subcontractors or suppliers for any part of the contract—has not been declared ineligible under the Purchaser's country laws or official regulations, in accordance with ITB Sub-Clause 4.3;
- (nn) The following commissions, gratuities, or fees have been paid or are to be paid with respect to the bidding process or execution of the Contract: *[insert complete name of each Recipient, its full address, the reason for which each commission or gratuity was paid and the amount and currency of each such commission or gratuity]*

Name of Recipient	Address	Reason	Amount
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

(If none has been paid or is to be paid, indicate "none.")

- (k) We understand that this bid, together with your written acceptance thereof included in your notification of award, shall constitute a binding contract between us, until a formal contract is prepared and executed.
- (l) We understand that you are not bound to accept the lowest evaluated bid or any other bid that you may receive.

Signed: _____ *[insert signature of person whose name and capacity are shown]*
 In the capacity of _____ *[insert legal capacity of person signing the Bid Submission Form]*

Name: _____ *[insert complete name of person signing the Bid Submission Form]*

Duly authorized to sign the bid for and on behalf of: _____ *[insert complete name of Bidder]*

Dated on _____ day of _____, _____ *[insert date of signing]*

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Price Schedule Forms

*[The Bidder shall fill in these Price Schedule Forms for each of the Lots, in accordance with the instructions indicated. The list of line items in column 1 of the **Price Schedules** shall coincide with the List of Goods and Related Services specified by the Purchaser in the Schedule of Requirements.]*

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Schedule No. 1. Price Schedule for Goods

Lot 1: Masithandane Multipurpose Cooperative Society Ltd

Purchaser's Country _____				Currencies in accordance with ITB Sub-Clause 15		Date: _____ Bid No: _____ Page N° _____ of _____	
1	2	3	4	5	6	7	8
Line Item N°	Description of Goods	Delivery Date to Project Site as defined by Incoterms	Quantity and physical unit	Unit price	Total price per line item (Col. 4×5)	Sales and other taxes payable per line item if Contract is awarded (in accordance with ITB 14.6)	Total Price per line item (Col. 6+7)
[1]	10m ³ Tipper Truck	[insert quoted Delivery Date]	[1]	[insert unit price]	[insert total price per line item]	[insert sales and other taxes payable per line item if Contract is awarded]	[insert total price per item]
TOTAL (to Schedule No. 3 Grand Summary)							

Name of Bidder [insert complete name of Bidder] Signature of Bidder [signature of person signing the Bid] Date [insert date]

Schedule No. 2. Price and Completion Schedule for Related Services

Lot 1: Masithandane Multipurpose Cooperative Society Ltd

Currencies in accordance with ITB Sub-Clause 15					Date: _____ ICB No: _____ Alternative No: _____ Page N° _____ of _____	
1	2	3	4	5	6	7
Service N°	Description of Services	Country of Origin	Delivery Date at place of Final destination	Quantity and physical unit	Unit price	Total Price per Service (Col. 5*6 or estimate)
[1]	10m ³ Tipper Truck branded on both sides	[insert country of origin of the Services]	[insert delivery date at place of final destination per Service]	[insert number of units to be supplied and name of the physical unit]	[insert unit price per item]	[insert total price per item]
[2]	Training of operators and EOG	[insert country of origin of the Services]	[insert delivery date at place of final destination per Service]	[insert number of units to be supplied and name of the physical unit]	[insert unit price per item]	[insert total price per item]
[3]	Service	[insert country of origin of the Services]	[insert delivery date at place of final destination per Service]	[insert number of units to be supplied and name of the physical unit]	[insert unit price per item]	[insert total price per item]
TOTAL (to Schedule No. 3 Grand Summary)						

Name of Bidder [insert complete name of Bidder] Signature of Bidder [signature of person signing the Bid] Date [insert date]

Schedule No. 3. Grand Summary

Lot 1: Masithandane Multipurpose Cooperative Society Ltd

Item	Description	Total Price
		Eswatini Emalangeni
	Total Schedule No. 1. Price Schedule for Goods Abroad	
	Total Schedule No. 2. Price and Completion Schedule for Related Services	
TOTAL (to Bid Submission Form)		

Name of Bidder _____

Signature of Bidder _____

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Schedule No. 1. Price Schedule for Goods

Lot 2: Khulani Masini Multipurpose Cooperative Society Ltd

Purchaser's Country _____				Currencies in accordance with ITB Sub-Clause 15		Date: _____ Bid No: _____ Page N° _____ of _____	
1	2	3	4	5	6	7	8
Line Item N°	Description of Goods	Delivery Date to Project Site as defined by Incoterms	Quantity and physical unit	Unit price	Total price per line item (Col. 4×5)	Sales and other taxes payable per line item if Contract is awarded (in accordance with ITB 14.6)	Total Price per line item (Col. 6+7)
[1]	10m ³ Tipper Truck	[insert quoted Delivery Date]	[1]	[insert unit price]	[insert total price per line item]	[insert sales and other taxes payable per line item if Contract is awarded]	[insert total price per item]
TOTAL (to Schedule No. 3 Grand Summary)							

Name of Bidder *[insert complete name of Bidder]* Signature of Bidder *[signature of person signing the Bid]* Date *[insert date]*

Schedule No. 2. Price and Completion Schedule for Related Services

Lot 2: Khulani Masini Multipurpose Cooperative Society Ltd

Currencies in accordance with ITB Sub-Clause 15					Date: _____ ICB No: _____ Alternative No: _____ Page N° _____ of _____	
1	2	3	4	5	6	7
Service N°	Description of Services	Country of Origin	Delivery Date at place of Final destination	Quantity and physical unit	Unit price	Total Price per Service (Col. 5*6 or estimate)
[1]	[10m ³ Tipper Truck branded on both sides]	[insert country of origin of the Services]	[insert delivery date at place of final destination per Service]	[insert number of units to be supplied and name of the physical unit]	[insert unit price per item]	[insert total price per item]
[2]	[Training of operator(s) and Entire Cooperative]	[insert country of origin of the Services]	[insert delivery date at place of final destination per Service]	[insert number of units to be supplied and name of the physical unit]	[insert unit price per item]	[insert total price per item]
[3]	[Service]	[insert country of origin of the Services]	[insert delivery date at place of final destination per Service]	[insert number of units to be supplied and name of the physical unit]	[insert unit price per item]	[insert total price per item]
TOTAL (to Schedule No. 3 Grand Summary)						

Name of Bidder [insert complete name of Bidder] Signature of Bidder [signature of person signing the Bid] Date [insert date]

Schedule No. 3. Grand Summary

Lot 2: Khulani Masini Multipurpose Cooperative Society Ltd

Item	Description	Total Price
		Eswatini Emalangeni
	Total Schedule No. 1. Price Schedule for Goods Abroad	
	Total Schedule No. 2. Price and Completion Schedule for Related Services	
TOTAL (to Bid Submission Form)		
<div style="text-align: right; margin-bottom: 20px;">Name of Bidder _____</div> <div style="text-align: right;">Signature of Bidder _____</div>		

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Schedule No. 1. Price Schedule for Goods

Lot 3: Siyalima Ngololweni Farmers Limited

Purchaser's Country _____				Currencies in accordance with ITB Sub-Clause 15		Date: _____ Bid No: _____ Page N° _____ of _____	
1	2	3	4	5	6	7	8
Line Item N°	Description of Goods	Delivery Date to Project Site as defined by Incoterms	Quantity and physical unit	Unit price	Total price per line item (Col. 4×5)	Sales and other taxes payable per line item if Contract is awarded (in accordance with ITB 14.6)	Total Price per line item (Col. 6+7)
[1]	8 Tonne Insulated Chiller Truck	[insert quoted Delivery Date]	[1]	[insert unit price]	[insert total price per line item]	[insert sales and other taxes payable per line item if Contract is awarded]	[insert total price per item]
TOTAL (to Schedule No. 3 Grand Summary)							

Name of Bidder *[insert complete name of Bidder]* Signature of Bidder *[signature of person signing the Bid]* Date *[insert date]*

Schedule No. 2. Price and Completion Schedule for Related Services

Lot 3: Siyalima Ngololweni Farmers Limited

Currencies in accordance with ITB Sub-Clause 15					Date: _____ ICB No: _____ Alternative No: _____ Page N° _____ of _____	
1	2	3	4	5	6	7
Service N°	Description of Services	Country of Origin	Delivery Date at place of Final destination	Quantity and physical unit	Unit price	Total Price per Service (Col. 5*6 or estimate)
[1]	[8 Tonne Insulated Chiller Truck branded on both sides]	[insert country of origin of the Services]	[insert delivery date at place of final destination per Service]	[insert number of units to be supplied and name of the physical unit]	[insert unit price per item]	[insert total price per item]
[2]	[Training of operator(s) and Entire Cooperative]	[insert country of origin of the Services]	[insert delivery date at place of final destination per Service]	[insert number of units to be supplied and name of the physical unit]	[insert unit price per item]	[insert total price per item]
[3]	[Service]	[insert country of origin of the Services]	[insert delivery date at place of final destination per Service]	[insert number of units to be supplied and name of the physical unit]	[insert unit price per item]	[insert total price per item]
TOTAL (to Schedule No. 3 Grand Summary)						

Name of Bidder [insert complete name of Bidder] Signature of Bidder [signature of person signing the Bid] Date [insert date]

Schedule No. 3. Grand Summary

Lot 3: Siyalima Ngololweni Farmers Limited

Item	Description	Total Price
		Eswatini Emalangeni
	Total Schedule No. 1. Price Schedule for Goods Abroad	
	Total Schedule No. 2. Price and Completion Schedule for Related Services	
TOTAL (to Bid Submission Form)		

Name of Bidder _____

Signature of Bidder _____

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Schedule No. 1. Price Schedule for Goods

Lot 4: Ingcebo Yetfu Multipurpose Cooperative Society

Purchaser's Country _____				Currencies in accordance with ITB Sub-Clause 15		Date: _____ Bid No: _____ Page N° _____ of _____	
1	2	3	4	5	6	7	8
Line Item N°	Description of Goods	Delivery Date to Project Site as defined by Incoterms	Quantity and physical unit	Unit price	Total price per line item (Col. 4×5)	Sales and other taxes payable per line item if Contract is awarded (in accordance with ITB 14.6)	Total Price per line item (Col. 6+7)
[1]	10m ³ Tipper Truck	[insert quoted Delivery Date]	[1]	[insert unit price]	[insert total price per line item]	[insert sales and other taxes payable per line item if Contract is awarded]	[insert total price per item]
TOTAL (to Schedule No. 3 Grand Summary)							

Name of Bidder [insert complete name of Bidder] Signature of Bidder [signature of person signing the Bid] Date [insert date]

Schedule No. 2. Price and Completion Schedule for Related Services

Lot 4: Ingcebo Yetfu Multipurpose Cooperative Society

Currencies in accordance with ITB Sub-Clause 15					Date: _____ ICB No: _____ Alternative No: _____ Page N° _____ of _____	
1	2	3	4	5	6	7
Service N°	Description of Services	Country of Origin	Delivery Date at place of Final destination	Quantity and physical unit	Unit price	Total Price per Service (Col. 5*6 or estimate)
[1]	10m ³ Tipper Truck branded on both sides	[insert country of origin of the Services]	[insert delivery date at place of final destination per Service]	[insert number of units to be supplied and name of the physical unit]	[insert unit price per item]	[insert total price per item]
[2]	Training of operators and EOG	[insert country of origin of the Services]	[insert delivery date at place of final destination per Service]	[insert number of units to be supplied and name of the physical unit]	[insert unit price per item]	[insert total price per item]
[3]	Service	[insert country of origin of the Services]	[insert delivery date at place of final destination per Service]	[insert number of units to be supplied and name of the physical unit]	[insert unit price per item]	[insert total price per item]
TOTAL (to Schedule No. 3 Grand Summary)						

Name of Bidder [insert complete name of Bidder] Signature of Bidder [signature of person signing the Bid] Date [insert date]

Schedule No. 3. Grand Summary

Lot 4: Ingcebo Yetfu Multipurpose Cooperative Society

Item	Description	Total Price
		Eswatini Emalangeni
	Total Schedule No. 1. Price Schedule for Goods Abroad	
	Total Schedule No. 2. Price and Completion Schedule for Related Services	
TOTAL (to Bid Submission Form)		
<div style="text-align: right; margin-bottom: 20px;"> Name of Bidder _____ </div> <div style="text-align: right;"> Signature of Bidder _____ </div>		

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Bid Security (Bank Guarantee)

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

[Bank's Name, and Address of Issuing Branch or Office]

Beneficiary: _____ *[Name and Address of Purchaser]*

Date: _____

BID GUARANTEE No.: _____

We have been informed that *[name of the Bidder]* (hereinafter called "the Bidder") has submitted to you its bid dated (hereinafter called "the Bid") for the execution of *[name of contract]* under Invitation for Bids No. *[IFB number]* ("the IFB").

Furthermore, we understand that, according to your conditions, bids must be supported by a bid guarantee.

At the request of the Bidder, we *[name of Bank]* hereby irrevocably undertake to pay you any sum or sums not exceeding in total an amount of *[amount in figures]* (*[amount in words]*) upon receipt by us of your first demand in writing accompanied by a written statement stating that the Bidder is in breach of its obligation(s) under the bid conditions, because the Bidder:

- (a) has withdrawn its Bid during the period of bid validity specified by the Bidder in the Form of Bid; or
- (b) having been notified of the acceptance of its Bid by the Purchaser during the period of bid validity, (i) fails or refuses to execute the Contract Form; or (ii) fails or refuses to furnish the performance security, if required, in accordance with the Instructions to Bidders.

This guarantee will expire: (a) if the Bidder is the successful bidder, upon our receipt of copies of the contract signed by the Bidder and the performance security issued to you upon the instruction of the Bidder; or (b) if the Bidder is not the successful bidder, upon the earlier of (i) our receipt of a copy of your notification to the Bidder of the name of the successful bidder; or (ii) twenty-eight days after the expiration of the Bidder's Bid.

Consequently, any demand for payment under this guarantee must be received by us at the office on or before that date.

This guarantee is subject to the Uniform Rules for Demand Guarantees, ICC Publication No. 458. _____

[signature(s)]

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Bid-Securing Declaration

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

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

Bid No.: *[number of bidding process]*

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

To: *[complete name of Purchaser]*

We, the undersigned, declare that:

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

We accept that we will automatically be suspended from being eligible for bidding in any contract with the Purchaser 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 bid conditions, because we:

- (a) have withdrawn our Bid during the period of bid validity specified in the Form of Bid;
or
- (b) having been notified of the acceptance of our Bid by the Purchaser during the period of bid 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 ITB.

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

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

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

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

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

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

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Manufacturer's Authorization

[The Bidder shall require the Manufacturer to fill in this Form in accordance with the instructions indicated. This letter of authorization should be on the letterhead of the Manufacturer and should be signed by a person with the proper authority to sign documents that are binding on the Manufacturer. The Bidder shall include it in its bid]

Date: *[insert date (as day, month and year) of Bid Submission]*

Bid No.: *[insert number of bidding process]*

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

To: *[insert complete name of Purchaser]*

WHEREAS

We *[insert complete name of Manufacturer]*, who are official manufacturers of *[insert type of goods manufactured]*, having factories at *[insert full address of Manufacturer's factories]*, do hereby authorize *[insert complete name of Bidder]* to submit a bid the purpose of which is to provide the following Goods, manufactured by us *[insert name and or brief description of the Goods]*, and to subsequently negotiate and sign the Contract.

We hereby extend our full guarantee and warranty in accordance with Clause 28 of the General Conditions of Contract, with respect to the Goods offered by the above firm.

Signed: *[insert signature(s) of authorized representative(s) of the Manufacturer]*

Name: *[insert complete name(s) of authorized representative(s) of the Manufacturer]*

Title: *[insert title]*

Dated on _____ day of _____, _____ *[insert date of signing]*

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PART 2 – Supply Requirements

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Section VI. Schedule of Requirements

Contents

List of Goods and Delivery Schedule	80
List of Related Services and Completion Schedule.....	80
Technical Specifications	58
Inspections and Tests	76

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2. List of Goods and Delivery Schedule

Lot 1: Masithandane Multipurpose Cooperative Society Ltd

[The Purchaser shall fill in this table, with the exception of the column “Bidder’s offered Delivery date” to be filled by the Bidder]

Line Item N°	Description of Goods	Quantity	Physical Unit	Final (Project Site) Destination as specified in BDS	Delivery (as per Incoterms) Date		
					Earliest Delivery Date	Latest Delivery Date	Bidder’s offered Delivery Date <i>[to be provided by the bidder]</i>
1	10m ³ Tipper Truck (suitable for use in a sub-tropical environment and steep rocky or bad driveways)	1	No.	Masithandane Multipurpose Cooperative office premise under Matsanjeni Inkhundla in the Shiselweni Region	21 st July 2025	25 th July 2025	

2. List of Related Services and Completion Schedule

Lot 1: Masithandane Multipurpose Cooperative Society Ltd

[This table shall be filled in by the Purchaser. The Required Completion Dates should be realistic, and consistent with the required Goods Delivery Dates (as per Incoterms)]

Service	Description of Service	Quantity ¹	Physical Unit	Place where Services shall be performed	Final Completion Date(s) of Services
1	10m3 Tipper Truck branded on both sides,	1	No.	Supplier’s premises	25 th July 2025
2	Training of operators and EOG	Operators and Entire Cooperative	No.	Beneficiary’s Premises	25 th July 2025

If applicable

2. List of Goods and Delivery Schedule

Lot 2: Khulani Masini Multipurpose Cooperative Society Ltd

[The Purchaser shall fill in this table, with the exception of the column “Bidder’s offered Delivery date” to be filled by the Bidder]

Line Item N°	Description of Goods	Quantity	Physical Unit	Final (Project Site) Destination as specified in BDS	Delivery (as per Incoterms) Date		
					Earliest Delivery Date	Latest Delivery Date	Bidder’s offered Delivery Date <i>[to be provided by the bidder]</i>
1	10m ³ Tipper Truck (suitable for use in a sub-tropical environment and steep rocky or bad driveways)	1	No.	<i>Khulani Masini Multipurpose Cooperative Society Ltd office premises under Kubuta Inkhundla in the Shiselweni Region</i>	21 st July 2025	25 th July 2025	

1. List of Related Services and Completion Schedule

Lot 2: Khulani Masini Multipurpose Cooperative Society Ltd

[This table shall be filled in by the Purchaser. The Required Completion Dates should be realistic, and consistent with the required Goods Delivery Dates (as per Incoterms)]

Service	Description of Service	Quantity ¹	Physical Unit	Place where Services shall be performed	Final Completion Date(s) of Services
1	10m ³ Tipper Truck branded on both sides,	1	No.	Supplier’s premises	25 th July 2025
2	Training of operators and EOG	Operators and Entire Cooperative	No.	Beneficiary’s Premises	25 th July 2025

2. If applicable

2. List of Goods and Delivery Schedule

Lot 3: Siyalima Ngololweni Farmers Limited

[The Purchaser shall fill in this table, with the exception of the column "Bidder's offered Delivery date" to be filled by the Bidder]

Line Item N°	Description of Goods	Quantity	Physical Unit	Final (Project Site) Destination as specified in BDS	Delivery (as per Incoterms) Date		
					Earliest Delivery Date	Latest Delivery Date	Bidder's offered Delivery Date[to be provided by the bidder]
1	8 Tonne Insulated Chiller Truck (suitable for use in a sub-tropical environment and steep rocky or bad driveways)	1	No.	<i>Siyalima Ngololweni Farmers Limited office premises under Sandleni Inkhundla in the Shiselweni Region</i>	21 st July 2025	25 th July 2025	

2. List of Related Services and Completion Schedule

Lot 3: Siyalima Ngololweni Farmers Limited

[This table shall be filled in by the Purchaser. The Required Completion Dates should be realistic, and consistent with the required Goods Delivery Dates (as per Incoterms)]

Service No.	Description of Service	Quantity ¹	Physical Unit	Place where Services shall be performed	Final Completion Date(s) of Services
1	8 Tonne Insulated Chiller Truck branded on both sides,	1	No.	Supplier's premises	25 th July 2025
2	Training of operators and EOG	Operators and Entire Cooperative	No.	Beneficiary's Premises	25 th July 2025

If applicable

2. List of Goods and Delivery Schedule

Lot 4: Ingcebo Yetfu Multipurpose Cooperative Society

[The Purchaser shall fill in this table, with the exception of the column “Bidder’s offered Delivery date” to be filled by the Bidder]

Line Item N°	Description of Goods	Quantity	Physical Unit	Final (Project Site) Destination as specified in BDS	Delivery (as per Incoterms) Date		
					Earliest Delivery Date	Latest Delivery Date	Bidder’s offered Delivery Date <i>[to be provided by the bidder]</i>
1	10m ³ Tipper Truck (suitable for use in a sub-tropical environment and steep rocky or bad driveways)	1	No.	Ingcebo Yetfu Multipurpose Cooperative office premise under Pigg’s Peak Inkhundla in the Hhohho Region	21 st July 2025	25 th July 2025	

2. List of Related Services and Completion Schedule

Lot 4: Ingcebo Yetfu Multipurpose Cooperative Society

[This table shall be filled in by the Purchaser. The Required Completion Dates should be realistic, and consistent with the required Goods Delivery Dates (as per Incoterms)]

Service	Description of Service	Quantity ¹	Physical Unit	Place where Services shall be performed	Final Completion Date(s) of Services
1	10m ³ Tipper Truck branded on both sides,	1	No.	Supplier’s premises	25 th July 2025
2	Training of operators and EOG	Operators and Entire Cooperative	No.	Beneficiary’s Premises	25 th July 2025

If applicable

Lot 1: Technical Specifications

The Goods and Related Services shall comply with the following Technical Specifications and Standards:

Specifications for a 10m³ Tipper Truck

Scope

Note: The technical description (specification) is illustrative and not intended to fix a particular model type or manufacturer. Any acceptable truck meeting the performance requirements and submitted by an eligible supplier and / or manufacturer able to provide an adequate local support service will be considered for the contract.

In the event that the models offered do not fully comply with or have different features to those specified below all such variations must be fully documented in the bid submission.

This specification covers the general requirements for the supply of a 10m³ Tipper Truck suitable for use in a sub-tropical environment and steep rocky or bad driveways.

1. General

A 10m³ Tipper Truck shall be standard production model except in respect of the inclusion of those additional features listed below in the specification requirement table.

1.1.General Features

10m³ Tipper Truck

Fuel reservoir minimum 200 litres

1.2.Engine

Minimum 6 cylinder, diesel with direct injection

Nominal capacity 205 kW@ 2200 Minimum Net Power (EEC/ISO)

1.3.Brakes

Service: Braking system shall meets ISO requirements

1.4.Steering

Standard Power assisted

2. Tool Kit

2.1.A suitable tool kit (including but not limited to a complete set of wheel spanner relevant for 10m³ Tipper Truck and minimum 5 tonne jack and all necessary accessories) and owner's manual for the truck shall be provided.

2.2.A workshop manual shall be provided on delivery.

3. Branding


3.1. The truck branded on both sides,

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3.2.A high quality permanent adhesive stickers shall be used

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4. Training of Driver and EOG

4.1. Supplier shall train the Driver and the EOG on the truck prior to delivery.

4.2. The Driver and the EOG shall be trained in the presence of a representative appointed by the purchaser.

4.3. The Driver shall be submitted by the Eswatini Organized Group

4.4. A competency certificate shall be appropriately issued by the Supplier to the Eswatini Organized Group

4.5. The EOG shall submit all documents required for the **truck** registration to the supplier not later than 7 working days of being informed by the purchaser.

Please complete and return the following table to indicate the degree of compliance with the specification requirements for a 10m³ Tipper Truck

Specification Requirement	Response by Supplier
Standard production model with additional features	Yes/No
Turbocharged Intercooled	Yes/No
10 m ³ Tipper Truck	Yes/No
205 kW@ 2200 Minimum Power (ISO)	Yes/No
1100 @ 1200 Minimum Torque (meets ISO requirements)	Yes/No
Minimum 6-cylinder, diesel with direct injection	Yes/No

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<i>Minimum 9 forward gears</i>	<i>Yes/No</i>
<i>Transmission type-Synchromesh gears</i>	<i>Yes/No</i>
<i>Manual Shift</i>	<i>Yes/No</i>
<i>Emission norms- Minimum Euro 5</i>	<i>Yes/No</i>
<i>Braking system (meets ISO requirements)</i>	<i>Yes/No</i>
<i>Service brakes (ABS)</i>	<i>Yes/No</i>
<i>Parking Brake</i>	<i>Yes/No</i>
<i>Front brake system</i>	<i>Yes/No</i>
<i>Rear brake system</i>	<i>Yes/No</i>
<i>Standard Steering Power Assisted (meets ISO requirements)</i>	<i>Yes/No</i>
<i>Fuel reservoir minimum 200 litres</i>	<i>Yes/No</i>
<i>Minimum 11 wheels including spare</i>	<i>Yes/No</i>
<i>Spare wheel carrier</i>	<i>Yes/No</i>
<i>Minimum ground clearance - 300 mm</i>	<i>Yes/No</i>
<i>Air bags (driver and passenger seat)</i>	<i>Yes/No</i>
<i>Radio & CD player</i>	<i>Yes/No</i>
<i>Clear windows</i>	<i>Yes/No</i>
<i>Air-conditioned</i>	<i>Yes/No</i>
<i>Driver and Passenger door (meets ISO requirements)</i>	<i>Yes/No</i>
<i>Driver and Passenger sun visor</i>	<i>Yes/No</i>
<i>Fire extinguisher-minimum 9kgs</i>	<i>Yes/No</i>
<i>Tow hook-front</i>	<i>Yes/No</i>
<i>Front bumper</i>	<i>Yes/No</i>
<i>Number plate holders</i>	<i>Yes/No</i>
<i>A suitable tool kit-(including but not limited to a complete set of wheel spanner relevant for truck and minimum 5 tonne jack and all necessary accessories) and owner's manual for the truck shall be provided.</i>	<i>Yes/No</i>
<i>Minimum 90 000 km Free service</i>	<i>Yes/No</i>
<i>5 years minimum Warranty</i>	<i>Yes/No</i>
<i>The truck should be serviceable by the local dealership (attach proof)</i>	<i>Yes/No</i>
<i>EOG and Operators training</i>	<i>Yes/No</i>

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Lot 2: Technical Specifications

The Goods and Related Services shall comply with the following Technical Specifications and Standards:

Specifications for a 10m³ Tipper Truck

Scope

Note: The technical description (specification) is illustrative and not intended to fix a particular model type or manufacturer. Any acceptable truck meeting the performance requirements and submitted by an eligible supplier and / or manufacturer able to provide an adequate local support service will be considered for the contract.

In the event that the models offered do not fully comply with or have different features to those specified below all such variations must be fully documented in the bid submission.

This specification covers the general requirements for the supply of a 10m³ Tipper Truck suitable for use in a sub-tropical environment and steep rocky or bad driveways.

2. General

A 10m³ Tipper Truck shall be standard production model except in respect of the inclusion of those additional features listed below in the specification requirement table.

4.6.General Features

10m³ Tipper Truck

Fuel reservoir minimum 200 litres

4.7.Engine

Minimum 6 cylinder, diesel with direct injection

Nominal capacity 205 kW@ 2200 Minimum Net Power (EEC/ISO)

4.8.Brakes

Service: Braking system shall meets ISO requirements

4.9.Steering

Standard Power assisted

5. Tool Kit

5.1.A suitable tool kit (including but not limited to a complete set of wheel spanner relevant for 10m³ Tipper Truck and minimum 5 tonne jack and all necessary accessories) and owner's manual for the truck shall be provided.

5.2.A workshop manual shall be provided on delivery.

6. Branding

6.1. The truck branded on both sides,

6.2.A high quality permanent adhesive stickers shall be used

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7. Training of Driver and EOG

7.1. Supplier shall train the Driver and the EOG on the truck prior to delivery.

7.2. The Driver and the EOG shall be trained in the presence of a representative appointed by the purchaser.

7.3. The Driver shall be submitted by the Eswatini Organized Group

7.4. A competency certificate shall be appropriately issued by the Supplier to the Eswatini Organized Group

7.5. The EOG shall submit all documents required for the **truck** registration to the supplier not later than 7 working days of being informed by the purchaser.

Please complete and return the following table to indicate the degree of compliance with the specification requirements for a 10m³ Tipper Truck

Specification Requirement	Response by Supplier
Standard production model with additional features	Yes/No
Turbocharged Intercooled	Yes/No
10 m ³ Tipper Truck	Yes/No
205 kW@ 2200 Minimum Power (ISO)	Yes/No
1100 @ 1200 Minimum Torque (meets ISO requirements)	Yes/No
Minimum 6-cylinder, diesel with direct injection	Yes/No
Minimum 9 forward gears	Yes/No
Transmission type-Synchromesh gears	Yes/No

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<i>Manual Shift</i>	<i>Yes/No</i>
<i>Emission norms- Minimum Euro 5</i>	<i>Yes/No</i>
<i>Braking system (meets ISO requirements)</i>	<i>Yes/No</i>
<i>Service brakes (ABS)</i>	<i>Yes/No</i>
<i>Parking Brake</i>	<i>Yes/No</i>
<i>Front brake system</i>	<i>Yes/No</i>
<i>Rear brake system</i>	<i>Yes/No</i>
<i>Standard Steering Power Assisted (meets ISO requirements)</i>	<i>Yes/No</i>
<i>Fuel reservoir minimum 200 litres</i>	<i>Yes/No</i>
<i>Minimum 11 wheels including spare</i>	<i>Yes/No</i>
<i>Spare wheel carrier</i>	<i>Yes/No</i>
<i>Minimum ground clearance - 300 mm</i>	<i>Yes/No</i>
<i>Air bags (driver and passenger seat)</i>	<i>Yes/No</i>
<i>Radio & CD player</i>	<i>Yes/No</i>
<i>Clear windows</i>	<i>Yes/No</i>
<i>Air-conditioned</i>	<i>Yes/No</i>
<i>Driver and Passenger door (meets ISO requirements)</i>	<i>Yes/No</i>
<i>Driver and Passenger sun visor</i>	<i>Yes/No</i>
<i>Fire extinguisher-minimum 9kgs</i>	<i>Yes/No</i>
<i>Tow hook-front</i>	<i>Yes/No</i>
<i>Front bumper</i>	<i>Yes/No</i>
<i>Number plate holders</i>	<i>Yes/No</i>
<i>A suitable tool kit-(including but not limited to a complete set of wheel spanner relevant for truck and minimum 5 tonne jack and all necessary accessories) and owner's manual for the truck shall be provided.</i>	<i>Yes/No</i>
<i>Minimum 90 000 km Free service</i>	<i>Yes/No</i>
<i>5 years minimum Warranty</i>	<i>Yes/No</i>
<i>The truck should be serviceable by the local dealership (attach proof)</i>	<i>Yes/No</i>
<i>EOG and Operators training</i>	<i>Yes/No</i>

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Lot 3: Technical Specifications

The Goods and Related Services shall comply with the following Technical Specifications and Standards:

Specifications for an 8 Tonne Insulated Chiller Truck

Scope

Note: The technical description (specification) is illustrative and not intended to fix a particular model type or manufacturer. Any acceptable truck meeting the performance requirements and submitted by an eligible supplier and / or manufacturer able to provide an adequate local support service will be considered for the contract.

In the event that the models offered do not fully comply with or have different features to those specified below all such variations must be fully documented in the bid submission.

This specification covers the general requirements for the supply of an 8 Tonne Insulated Chiller Truck suitable for use in a sub-tropical environment and steep rocky or bad driveways.

3. General

An 8 Tonne Insulated Chiller Truck shall be standard production model except in respect of the inclusion of those additional features listed below in the specification requirement table.

7.6.General Features

8 Tonne Insulated Chiller Truck
Fuel reservoir minimum 200 litres

7.7.Engine

Minimum 6 cylinder, diesel with direct injection
Nominal capacity -170 kW Minimum Net Power (EEC/ISO)

7.8.Brakes

Service: Braking system shall meets ISO requirements

7.9.Steering

Standard Power assisted

8. Tool Kit

A suitable tool kit (including but not limited to a complete set of wheel spanner relevant for 8 Tonne Insulated Chiller Truck and minimum 5 tonne jack and all necessary accessories) and owner's manual for the truck shall be provided.

8.1.A workshop manual shall be provided on delivery.

9. Branding


9.1. The truck branded on both sides,

9.2.A high quality permanent adhesive stickers shall be used

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10. Training of Driver and EOG

- 10.1. Supplier shall train the Driver and the EOG on the truck prior to delivery.
- 10.2. The Driver and the EOG shall be trained in the presence of a representative appointed by the purchaser.
- 10.3. The Driver shall be submitted by the Eswatini Organized Group
- 10.4. A competency certificate shall be appropriately issued by the Supplier to the Eswatini Organized Group
- 10.5. The EOG shall submit all documents required for the **truck** registration to the supplier not later than 7 working days of being informed by the purchaser.

Please complete and return the following table to indicate the degree of compliance with the specification requirements for an 8 Tonne Insulated Chiller Truck

Specification Requirement	Response by Supplier
Standard production model with additional features	Yes/No
Year of Manufacture-Latest	Yes/No
Turbocharged Intercooled	Yes/No
Payload – Minimum 8 tonne	Yes/No
8 Tonne Insulated Chiller Truck	Yes/No
170 kW Minimum Power (ISO)	Yes/No

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700 Nm Minimum Torque (meets ISO requirements)	Yes/No
Minimum 6-cylinder, diesel with direct injection	Yes/No
Minimum 6 forward gears	Yes/No
Transmission type-Synchromesh gears	Yes/No
Manual Shift	Yes/No
Emission norms- Minimum Euro 3	Yes/No
Braking system (meets ISO requirements)	Yes/No
Service brakes (ABS)	Yes/No
Parking Brake	Yes/No
Front brake system	Yes/No
Rear brake system	Yes/No
Standard Steering Power Assisted (meets ISO requirements)	Yes/No
Fuel reservoir minimum 200 litres	Yes/No
Minimum 7 wheels including spare	Yes/No
Spare wheel carrier	Yes/No
Minimum ground clearance - 300 mm	Yes/No
Air bags (driver and passenger seat)	Yes/No
Radio & CD player	Yes/No
Clear windows	Yes/No
Air-conditioned	Yes/No
Driver and Passenger door (meets ISO requirements)	Yes/No
Driver and Passenger sun visor	Yes/No
INSULATED CHILLER: External Body 6,800mm (Length) 2,600mm (Width), minimum 2,600mm (Height). Double rear doors: Fully opening double rear doors fitted complete with independent rubber door seals, heavy-duty door hinges, and locking poles. Door securing T-catches and D-rubber bumpers fitted to each door to prevent damage when swinging open. Insulation: Sides, front and rear insulated with a polystyrene insulation with additional ply reinforcing behind inner skins to add strength. Roof and floor insulated with a waterproof polystyrene insulation Panel Finish: Internal and external panel finish will be white G.R.P. sheeting. Floor: G.R.P. external skin, reinforcing between insulation foam with 18mm FINN Ply overlay to secure floor against forklift and pallet jack loading. Final finish hand-layed G.R.P with anti-skid final coat which continues 300mm up sides to serve as an internal laminated kick plate for inner wall	Yes/No

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<p><i>protection. A 3Cr12 stainless steel entry plate by full width of door opening fitted</i></p> <p>Under run: Heavy – duty under run bumper fitted with a chevron and D-rubbers fitted to protect rear of body.</p> <p>Finishing:</p> <ul style="list-style-type: none"> I. External corners fitted with large aluminium extrusions all round that adds to the strength of the body. All capping sealed all round with silicone sealant to prevent water penetration. II. Transfrig MT460i installed and well secured III. Wheel arch protection fitted above wheels at rear to protect bottom of floor and behind light box. IV. Sub frame designed in accordance to the chassis manufacturer specifications. V. SABS approved truck tail and number plate lights fitted VI. Sub frame painted with high quality 2K to match truck chasis color. VII. All components used in the construction of truck body should be corrosion resistant aluminium, fibreglass or stainless steel. VIII. Standard ice-cold mud flaps – behind rear wheels. IX. Reflective tape fitted where required by law 	
Fire extinguisher-minimum 9kgs	Yes/No
Tow hook-front	Yes/No
Front bumper	Yes/No
Number plate holders	Yes/No
Anti-theft System	Yes/No
A suitable tool kit-(including but not limited to a complete set of wheel spanner relevant for truck and minimum 5 tonne jack and all necessary accessories) and owner's manual for the truck shall be provided.	Yes/No
Minimum 90 000 km Free service	Yes/No
5 years minimum Warranty	Yes/No
The truck should be serviceable by the local dealership (attach proof)	Yes/No
EOG and Operators training	Yes/No

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Lot 4: Technical Specifications

The Goods and Related Services shall comply with the following Technical Specifications and Standards:

Specifications for a 10m³ Tipper Truck

Scope

Note: The technical description (specification) is illustrative and not intended to fix a particular model type or manufacturer. Any acceptable truck meeting the performance requirements and submitted by an eligible supplier and / or manufacturer able to provide an adequate local support service will be considered for the contract.

In the event that the models offered do not fully comply with or have different features to those specified below all such variations must be fully documented in the bid submission.

This specification covers the general requirements for the supply of a 10m³ Tipper Truck suitable for use in a sub-tropical environment and steep rocky or bad driveways.

4. General

A 10m³ Tipper Truck shall be standard production model except in respect of the inclusion of those additional features listed below in the specification requirement table.

10.6. General Features

10m³ Tipper Truck

Fuel reservoir minimum 200 litres

10.7. Engine

Minimum 6 cylinder, diesel with direct injection

Nominal capacity 205 kW@ 2200 Minimum Net Power (EEC/ISO)

10.8. Brakes

Service: Braking system shall meets ISO requirements

10.9. Steering

Standard Power assisted

11. Tool Kit

11.1. A suitable tool kit (including but not limited to a complete set of wheel spanner relevant for 10m³ Tipper Truck and minimum 5 tonne jack and all necessary accessories) and owner's manual for the truck shall be provided.

11.2. A workshop manual shall be provided on delivery.

12. Branding

12.1. The truck branded on both sides,

12.2. A high quality permanent adhesive stickers shall be used

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13. Training of Driver and EOG

- 13.1. Supplier shall train the Driver and the EOG on the truck prior to delivery.
- 13.2. The Driver and the EOG shall be trained in the presence of a representative appointed by the purchaser.
- 13.3. The Driver shall be submitted by the Eswatini Organized Group
- 13.4. A competency certificate shall be appropriately issued by the Supplier to the Eswatini Organized Group
- 13.5. The EOG shall submit all documents required for the **truck** registration to the supplier not later than 7 working days of being informed by the purchaser.

Please complete and return the following table to indicate the degree of compliance with the specification requirements for a 10m³ Tipper Truck

Specification Requirement	Response by Supplier
Standard production model with additional features	Yes/No
Turbocharged Intercooled	Yes/No
10 m ³ Tipper Truck	Yes/No
205 kW@ 2200 Minimum Power (ISO)	Yes/No
1100 @ 1200 Minimum Torque (meets ISO requirements)	Yes/No
Minimum 6-cylinder, diesel with direct injection	Yes/No
Minimum 9 forward gears	Yes/No

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<i>Transmission type-Synchromesh gears</i>	<i>Yes/No</i>
<i>Manual Shift</i>	<i>Yes/No</i>
<i>Emission norms- Minimum Euro 5</i>	<i>Yes/No</i>
<i>Braking system (meets ISO requirements)</i>	<i>Yes/No</i>
<i>Service brakes (ABS)</i>	<i>Yes/No</i>
<i>Parking Brake</i>	<i>Yes/No</i>
<i>Front brake system</i>	<i>Yes/No</i>
<i>Rear brake system</i>	<i>Yes/No</i>
<i>Standard Steering Power Assisted (meets ISO requirements)</i>	<i>Yes/No</i>
<i>Fuel reservoir minimum 200 litres</i>	<i>Yes/No</i>
<i>Minimum 11 wheels including spare</i>	<i>Yes/No</i>
<i>Spare wheel carrier</i>	<i>Yes/No</i>
<i>Minimum ground clearance - 300 mm</i>	<i>Yes/No</i>
<i>Air bags (driver and passenger seat)</i>	<i>Yes/No</i>
<i>Radio & CD player</i>	<i>Yes/No</i>
<i>Clear windows</i>	<i>Yes/No</i>
<i>Air-conditioned</i>	<i>Yes/No</i>
<i>Driver and Passenger door (meets ISO requirements)</i>	<i>Yes/No</i>
<i>Driver and Passenger sun visor</i>	<i>Yes/No</i>
<i>Fire extinguisher-minimum 9kgs</i>	<i>Yes/No</i>
<i>Tow hook-front</i>	<i>Yes/No</i>
<i>Front bumper</i>	<i>Yes/No</i>
<i>Number plate holders</i>	<i>Yes/No</i>
<i>A suitable tool kit-(including but not limited to a complete set of wheel spanner relevant for truck and minimum 5 tonne jack and all necessary accessories) and owner's manual for the truck shall be provided.</i>	<i>Yes/No</i>
<i>Minimum 90 000 km Free service</i>	<i>Yes/No</i>
<i>5 years minimum Warranty</i>	<i>Yes/No</i>
<i>The truck should be serviceable by the local dealership (attach proof)</i>	<i>Yes/No</i>
<i>EOG and Operators training</i>	<i>Yes/No</i>

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4. Inspections and Tests

The following inspections and tests shall be performed:

- *Inspection of workshop of the responsive Bidder prior to award of contract,*
- *Inspection of Goods at the place of business of the Supplier before delivery to the Project Site, -(if the goods are found by the purchaser not to be in accordance with the requirements of the beneficiary (EOG), the supplier shall not deliver them to the final destination and the purchaser shall not be liable for payment)*
- *Performance and productivity tests of the Goods,*
- *The Operator(s) as trained by the Supplier shall be tested, in real-life situation at the Project Site.*

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PART 3 - Contract

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Section VII. General Conditions of Contract

Table of Contents

1. Definitions.....	97
2. Contract Documents.....	98
3. Fraud and Corruption.....	98
4. Interpretation.....	99
5. Language.....	100
6. Joint Venture, Consortium or Association.....	100
7. Eligibility	101
8. Notices	101
9. Governing Law	101
10. Settlement of Disputes	101
11. Inspections and Audit by the Bank	102
12. Scope of Supply	102
13. Delivery and Documents.....	102
14. Supplier's Responsibilities.....	102
15. Contract Price.....	102
16. Terms of Payment	102
17. Taxes and Duties.....	103
18. Performance Security	103
19. Copyright	104
20. Confidential Information	104
21. Subcontracting	105
22. Specifications and Standards	105
23. Packing and Documents.....	105
24. Insurance	106
25. Transportation	106
26. Inspections and Tests	106
27. Liquidated Damages	107
28. Warranty	107
29. Patent Indemnity	108
30. Limitation of Liability.....	109
31. Change in Laws and Regulations.....	110
32. Force Majeure	110

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33. Change Orders and Contract Amendments.....	110
34. Extensions of Time	111
35. Termination.....	112
36. Assignment	113
37. Export Restriction	113

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Section VII. General Conditions of Contract

Definitions

1.1 The following words and expressions shall have the meanings hereby assigned to them:

- (a) “Contract” means the Contract Agreement entered into between the Purchaser and the Supplier, together with the Contract Documents referred to therein, including all attachments, appendices, and all documents incorporated by reference therein.
- (b) “Contract Documents” means the documents listed in the Contract Agreement, including any amendments thereto.
- (c) “Contract Price” means the price payable to the Supplier as specified in the Contract Agreement, subject to such additions and adjustments thereto or deductions therefrom, as may be made pursuant to the Contract.
- (d) “Day” means calendar day.
- (e) “Completion” means the fulfilment of the Related Services by the Supplier in accordance with the terms and conditions set forth in the Contract.
- (f) “GCC” means the General Conditions of Contract.
- (g) “Goods” means all of the commodities, raw material, machinery and equipment, and/or other materials that the Supplier is required to supply to the Purchaser under the Contract.
- (h) “Purchaser’s Country” is the country specified in the Special Conditions of Contract (SCC).
- (i) “Purchaser” means the entity purchasing the Goods and Related Services, as specified in the SCC.
- (j) “Related Services” means the services incidental to the supply of the goods, such as insurance, installation, training and initial maintenance and other such obligations of the Supplier under the Contract.
- (k) “SCC” means the Special Conditions of Contract.
- (l) “Subcontractor” means any natural person, private or government entity, or a combination of the above, to whom any part of the Goods to be supplied or execution of any

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part of the Related Services is subcontracted by the Supplier.

- (m) “Supplier” means the natural person, private or government entity, or a combination of the above, whose bid to perform the Contract has been accepted by the Purchaser and is named as such in the Contract Agreement.
- (n) “The Project Site,” where applicable, means the place named in the SCC.

Contract Documents

- 2.1 Subject to the order of precedence set forth in the Contract Agreement, all documents forming the Contract (and all parts thereof) are intended to be correlative, complementary, and mutually explanatory. The Contract Agreement shall be read as a whole.

Fraud and Corruption

- 3.1 If the Purchaser determines that the Supplier and/or any of its personnel, or its agents, or its Subcontractors, consultants, service providers, suppliers and/or their employees has engaged in corrupt, fraudulent, collusive, coercive or obstructive practices, in competing for or in executing the Contract, then the Purchaser may, after giving 14 days notice to the Supplier, terminate the Supplier's employment under the Contract and cancel the contract, and the provisions of Clause 35 shall apply as if such expulsion had been made under Sub-Clause 35.1.

- (a) For the purposes of this Sub-Clause:
 - (i) “corrupt practice” is the offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party⁶;
 - (ii) “fraudulent practice” is any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation⁷;

⁶ “Another party” refers to a public official acting in relation to the procurement process or contract execution. In this context, “public official” includes Government of Eswatini staff and employees of other organizations taking or reviewing procurement decisions.

⁷ “Party” refers to a public official; the terms “benefit” and “obligation” relate to the procurement process or contract execution; and the “act or omission” is intended to influence the procurement process or contract execution.

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- (iii) “collusive practice” is an arrangement between two or more parties⁸ designed to achieve an improper purpose, including to influence improperly the actions of another party;
- (iv) “coercive practice” is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party⁹;
- (v) “obstructive practice” is
 - (aa) deliberately destroying, falsifying, altering or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede a Government of Eswatini (GOE) investigation into allegations of a corrupt, fraudulent, coercive or collusive practice; and/or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation; or
 - (bb) acts intended to materially impede the exercise of the GOE’s inspection and audit rights provided for under Clause 11 [Inspections and Audits by the GOE].

3.2 Should any employee of the Supplier be determined to have engaged in corrupt, fraudulent, collusive, coercive, or obstructive practice during the purchase of the Goods, then that employee shall be removed.

Interpretation

4.1 If the context so requires it, singular means plural and vice versa.

4.2 Incoterms

- (a) Unless inconsistent with any provision of the Contract, the meaning of any trade term and the rights and obligations of parties thereunder shall be as prescribed by Incoterms.
- (b) The terms EXW, CIP, FCA, CFR and other similar terms, when used, shall be governed by the rules prescribed in the

⁸ “Parties” refers to participants in the procurement process (including public officials) attempting to establish bid prices at artificial, non competitive levels.

⁹ “Party” refers to a participant in the procurement process or contract execution.

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current edition of Incoterms specified in the **SCC** and published by the International Chamber of Commerce in Paris, France.

4.3 Entire Agreement

The Contract constitutes the entire agreement between the Purchaser and the Supplier and supersedes all communications, negotiations and agreements (whether written or oral) of the parties with respect thereto made prior to the date of Contract.

4.4 Amendment

No amendment or other variation of the Contract shall be valid unless it is in writing, is dated, expressly refers to the Contract, and is signed by a duly authorized representative of each party thereto.

4.5 Nonwaiver

- (a) Subject to GCC Sub-Clause 4.5(b) below, no relaxation, forbearance, delay, or indulgence by either party in enforcing any of the terms and conditions of the Contract or the granting of time by either party to the other shall prejudice, affect, or restrict the rights of that party under the Contract, neither shall any waiver by either party of any breach of Contract operate as waiver of any subsequent or continuing breach of Contract.
- (b) Any waiver of a party's rights, powers, or remedies under the Contract must be in writing, dated, and signed by an authorized representative of the party granting such waiver, and must specify the right and the extent to which it is being waived.

4.6 Severability

If any provision or condition of the Contract is prohibited or rendered invalid or unenforceable, such prohibition, invalidity or unenforceability shall not affect the validity or enforceability of any other provisions and conditions of the Contract.

Language

- 5.1 The Contract as well as all correspondence and documents relating to the Contract exchanged by the Supplier and the Purchaser, shall be written in the language specified in the **SCC**.

Joint Venture, Consortium or Association

- 6.1 If the Supplier is a joint venture, consortium, or association, all of the parties shall be jointly and severally liable to the Purchaser for the fulfilment of the provisions of the Contract and shall designate one party to act as a leader with authority to bind the joint venture,

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consortium, or association. The composition or the constitution of the joint venture, consortium, or association shall not be altered without the prior consent of the Purchaser.

Eligibility

- 7.1 The Supplier and its Subcontractors shall have the nationality of Eswatini. A Supplier or Subcontractor shall be deemed to have the nationality of a country if it is a citizen or constituted, incorporated, or registered, and operates in conformity with the provisions of the laws of that country.

Notices

- 8.1 Any notice given by one party to the other pursuant to the Contract shall be in writing to the address specified in the **SCC**. The term “in writing” means communicated in written form with proof of receipt.
- 8.2 A notice shall be effective when delivered or on the notice’s effective date, whichever is later.

Governing Law

- 9.1 The Contract shall be governed by and interpreted in accordance with the laws of the Purchaser’s Country, unless otherwise specified in the **SCC**.

Settlement of Disputes

- 10.1 The Purchaser and the Supplier shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute arising between them under or in connection with the Contract.
- 10.2 If, after fourteen (14) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the Purchaser or the Supplier may give notice to the other party of its intention to commence arbitration, as hereinafter provided, as to the matter in dispute, and no arbitration in respect of this matter may be commenced unless such notice is given. Any dispute or difference in respect of which a notice of intention to commence arbitration has been given in accordance with this Clause shall be finally settled by arbitration. Arbitration may be commenced prior to or after delivery of the Goods under the Contract. Arbitration proceedings shall be conducted in accordance with the rules of procedure **specified in the SCC**.
- 10.3 Notwithstanding any reference to arbitration herein,
- (a) the parties shall continue to perform their respective obligations under the Contract unless they otherwise agree; and
 - (b) the Purchaser shall pay the Supplier any monies due the Supplier.

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Inspections and Audit by the GOS	11.1 The Supplier shall permit, and shall cause its Subcontractors and consultants to permit, the GOS and/or persons appointed by the GOS to inspect the Supplier's offices and all accounts and records relating to the performance of the Contract and the submission of the bid, and to have such accounts and records audited by auditors appointed by the GOS if requested by the Bank. The Supplier's and its Subcontractors and consultants' attention is drawn to Clause 3 [Fraud and Corruption], which provides, inter alia, that acts intended to materially impede the exercise of the GOS's inspection and audit rights provided for under this Sub-Clause 11.1 constitute a prohibited practice subject to contract termination (as well as to a determination of ineligibility pursuant to the GOS's prevailing sanctions procedures).
Scope of Supply	12.1 The Goods and Related Services to be supplied shall be as specified in the Schedule of Requirements.
Delivery and Documents	13.1 Subject to GCC Sub-Clause 33.1, the Delivery of the Goods and Completion of the Related Services shall be in accordance with the Delivery and Completion Schedule specified in the Schedule of Requirements. The details of shipping and other documents to be furnished by the Supplier are specified in the SCC .
Supplier's Responsibilities	14.1 The Supplier shall supply all the Goods and Related Services included in the Scope of Supply in accordance with GCC Clause 12, and the Delivery and Completion Schedule, as per GCC Clause 13.
Contract Price	15.1 Prices charged by the Supplier for the Goods supplied and the Related Services performed under the Contract shall not vary from the prices quoted by the Supplier in its bid, with the exception of any price adjustments authorized in the SCC .
Terms of Payment	<p>16.1 The Contract Price, including any Advance Payments, if applicable, shall be paid as specified in the SCC.</p> <p>16.2 The Supplier's request for payment shall be made to the Purchaser in writing, accompanied by invoices describing, as appropriate, the Goods delivered and Related Services performed, and by the documents submitted pursuant to GCC Clause 13 and upon fulfillment of all other obligations stipulated in the Contract.</p> <p>16.3 Payments shall be made promptly by the Purchaser, but in no case later than ninety (90) days after submission of an invoice or request for payment by the Supplier, and after the Purchaser has accepted it.</p>

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16.4 The currencies in which payments shall be made to the Supplier under this Contract shall be those in which the bid price is expressed.

16.5 In the event that the Purchaser fails to pay the Supplier any payment by its due date or within the period set forth in the SCC, the Purchaser shall pay to the Supplier interest on the amount of such delayed payment at the rate shown in the SCC, for the period of delay until payment has been made in full, whether before or after judgment or arbitration award.

Taxes and Duties

17.1 For goods manufactured outside the Purchaser's Country, the Supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the Purchaser's Country.

17.2 For goods Manufactured within the Purchaser's country, the Supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted Goods to the Purchaser.

17.3 If any tax exemptions, reductions, allowances or privileges may be available to the Supplier in the Purchaser's Country, the Purchaser shall use its best efforts to enable the Supplier to benefit from any such tax savings to the maximum allowable extent.

Performance Security

18.1 If required as specified in the SCC, the Supplier shall, within fourteen (14) days of the notification of contract award, provide a performance security for the performance of the Contract in the amount specified in the SCC.

18.2 The proceeds of the Performance Security shall be payable to the Purchaser as compensation for any loss resulting from the Supplier's failure to complete its obligations under the Contract.

18.3 As specified in the SCC, the Performance Security, if required, shall be denominated in the currency(ies) of the Contract, or in a freely convertible currency acceptable to the Purchaser; and shall be in one of the format stipulated by the Purchaser in the SCC, or in another format acceptable to the Purchaser.

18.4 The Performance Security shall be discharged by the Purchaser and returned to the Supplier not later than twenty-eight (28) days following the date of Completion of the Supplier's performance obligations under the Contract, including any warranty obligations, unless specified otherwise in the SCC.

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Copyright

- 19.1 The copyright in all drawings, documents, and other materials containing data and information furnished to the Purchaser by the Supplier herein shall remain vested in the Supplier, or, if they are furnished to the Purchaser directly or through the Supplier by any third party, including suppliers of materials, the copyright in such materials shall remain vested in such third party

Confidential Information

- 20.1 The Purchaser and the Supplier shall keep confidential and shall not, without the written consent of the other party hereto, divulge to any third party any documents, data, or other information furnished directly or indirectly by the other party hereto in connection with the Contract, whether such information has been furnished prior to, during or following completion or termination of the Contract. Notwithstanding the above, the Supplier may furnish to its Subcontractor such documents, data, and other information it receives from the Purchaser to the extent required for the Subcontractor to perform its work under the Contract, in which event the Supplier shall obtain from such Subcontractor an undertaking of confidentiality similar to that imposed on the Supplier under GCC Clause 20.
- 20.2 The Purchaser shall not use such documents, data, and other information received from the Supplier for any purposes unrelated to the contract. Similarly, the Supplier shall not use such documents, data, and other information received from the Purchaser for any purpose other than the performance of the Contract.
- 20.3 The obligation of a party under GCC Sub-Clauses 20.1 and 20.2 above, however, shall not apply to information that:
- (a) the Purchaser or Supplier need to share with the GOS or other institutions participating in the financing of the Contract;
 - (b) now or hereafter enters the public domain through no fault of that party;
 - (c) can be proven to have been possessed by that party at the time of disclosure and which was not previously obtained, directly or indirectly, from the other party; or
 - (d) otherwise lawfully becomes available to that party from a third party that has no obligation of confidentiality.
- 20.4 The above provisions of GCC Clause 20 shall not in any way modify any undertaking of confidentiality given by either of the

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parties hereto prior to the date of the Contract in respect of the Supply or any part thereof.

20.5 The provisions of GCC Clause 20 shall survive completion or termination, for whatever reason, of the Contract.

Subcontracting

21.1 The Supplier shall notify the Purchaser in writing of all subcontracts awarded under the Contract if not already specified in the bid. Such notification, in the original bid or later shall not relieve the Supplier from any of its obligations, duties, responsibilities, or liability under the Contract.

21.2 Subcontracts shall comply with the provisions of GCC Clauses 3 and 7.

Specifications and Standards

22.1 Technical Specifications and Drawings

(a) The Goods and Related Services supplied under this Contract shall conform to the technical specifications and standards mentioned in Section VI, Schedule of Requirements and, when no applicable standard is mentioned, the standard shall be equivalent or superior to the official standards whose application is appropriate to the Goods' country of origin.

(b) The Supplier shall be entitled to disclaim responsibility for any design, data, drawing, specification or other document, or any modification thereof provided or designed by or on behalf of the Purchaser, by giving a notice of such disclaimer to the Purchaser.

(c) Wherever references are made in the Contract to codes and standards in accordance with which it shall be executed, the edition or the revised version of such codes and standards shall be those specified in the Schedule of Requirements. During Contract execution, any changes in any such codes and standards shall be applied only after approval by the Purchaser and shall be treated in accordance with GCC Clause 33.

Packing and Documents

23.1 The Supplier shall provide such packing of the Goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the Contract. During transit, the packing shall be sufficient to withstand, without limitation, rough handling and exposure to extreme temperatures, salt and precipitation, and open storage. Packing case size and weights shall take into consideration, where

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appropriate, the remoteness of the goods' final destination and the absence of heavy handling facilities at all points in transit.

- 23.2 The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the Contract, including additional requirements, if any, specified in the **SCC**, and in any other instructions ordered by the Purchaser.

Insurance

- 24.1 Unless otherwise specified in the **SCC**, the Goods supplied under the Contract shall be fully insured—in a freely convertible currency from an eligible country—against loss or damage incidental to manufacture or acquisition, transportation, storage, and delivery, in accordance with the applicable Incoterms or in the manner specified in the **SCC**.

Transportation

- 25.1 Unless otherwise specified in the **SCC**, responsibility for arranging transportation of the Goods shall be in accordance with the specified Incoterms.

Inspections and Tests

- 26.1 The Supplier shall at its own expense and at no cost to the Purchaser carry out all such tests and/or inspections of the Goods and Related Services as are specified in the **SCC**.
- 26.2 The inspections and tests shall be conducted on the premises of the Supplier as specified in the **SCC**. Subject to GCC Sub-Clause 26.3, all reasonable facilities and assistance, including access to drawings and production data, shall be furnished to the inspectors at no charge to the Purchaser.
- 26.3 The Purchaser or its designated representative shall be entitled to attend the tests and/or inspections referred to in GCC Sub-Clause 26.2, provided that the Purchaser bear all of its own costs and expenses incurred in connection with such attendance including, but not limited to, all traveling and board and lodging expenses.
- 26.4 Whenever the Supplier is ready to carry out any such test and inspection, it shall give a reasonable advance notice, including the place and time, to the Purchaser. The Supplier shall obtain from any relevant third party or manufacturer any necessary permission or consent to enable the Purchaser or its designated representative to attend the test and/or inspection.
- 26.5 The Purchaser may require the Supplier to carry out any test and/or inspection not required by the Contract but deemed necessary to verify that the characteristics and performance of the Goods comply with the technical specifications codes and standards under the Contract, provided that the Supplier's

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reasonable costs and expenses incurred in the carrying out of such test and/or inspection shall be added to the Contract Price. Further, if such test and/or inspection impedes the progress of manufacturing and/or the Supplier's performance of its other obligations under the Contract, due allowance will be made in respect of the Delivery Dates and Completion Dates and the other obligations so affected.

- 26.6 The Supplier shall provide the Purchaser with a report of the results of any such test and/or inspection.
- 26.7 The Purchaser may reject any Goods or any part thereof that fail to pass any test and/or inspection or do not conform to the specifications. The Supplier shall either rectify or replace such rejected Goods or parts thereof or make alterations necessary to meet the specifications at no cost to the Purchaser, and shall repeat the test and/or inspection, at no cost to the Purchaser, upon giving a notice pursuant to GCC Sub-Clause 26.4.
- 26.8 The Supplier agrees that neither the execution of a test and/or inspection of the Goods or any part thereof, nor the attendance by the Purchaser or its representative, nor the issue of any report pursuant to GCC Sub-Clause 26.6, shall release the Supplier from any warranties or other obligations under the Contract.

Liquidated Damages

- 27.1 Except as provided under GCC Clause 32, if the Supplier fails to deliver any or all of the Goods by the Date(s) of delivery or perform the Related Services within the period specified in the Contract, the Purchaser may without prejudice to all its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, a sum equivalent to the percentage specified in the SCC of the delivered price of the delayed Goods or unperformed Services for each week or part thereof of delay until actual delivery or performance, up to a maximum deduction of the percentage specified in those SCC. Once the maximum is reached, the Purchaser may terminate the Contract pursuant to GCC Clause 35.

Warranty

- 28.1 The Supplier warrants that all the Goods are new, unused, and of the most recent or current models, and that they incorporate all recent improvements in design and materials, unless provided otherwise in the Contract.
- 28.2 Subject to GCC Sub-Clause 22.1(b), the Supplier further warrants that the Goods shall be free from defects arising from any act or omission of the Supplier or arising from design, materials, and workmanship, under normal use in the conditions prevailing in the country of final destination.

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- 28.3 Unless otherwise specified in the **SCC**, the warranty shall remain valid for twenty-four (24) months after the Goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the **SCC**, or for eighteen (18) months after the date of shipment from the port or place of loading in the country of origin, whichever period concludes earlier.
- 28.4 The Purchaser shall give notice to the Supplier stating the nature of any such defects together with all available evidence thereof, promptly following the discovery thereof. The Purchaser shall afford all reasonable opportunity for the Supplier to inspect such defects.
- 28.5 Upon receipt of such notice, the Supplier shall, within the period specified in the **SCC**, expeditiously repair or replace the defective Goods or parts thereof, at no cost to the Purchaser.
- 28.6 If having been notified, the Supplier fails to remedy the defect within the period specified in the **SCC**, the Purchaser may proceed to take within a reasonable period such remedial action as may be necessary, at the Supplier's risk and expense and without prejudice to any other rights which the Purchaser may have against the Supplier under the Contract.

Patent Indemnity

- 29.1 The Supplier shall, subject to the Purchaser's compliance with GCC Sub-Clause 29.2, indemnify and hold harmless the Purchaser and its employees and officers from and against any and all suits, actions or administrative proceedings, claims, demands, losses, damages, costs, and expenses of any nature, including attorney's fees and expenses, which the Purchaser may suffer as a result of any infringement or alleged infringement of any patent, utility model, registered design, trademark, copyright, or other intellectual property right registered or otherwise existing at the date of the Contract by reason of:
- (a) the installation of the Goods by the Supplier or the use of the Goods in the country where the Site is located; and
 - (b) the sale in any country of the products produced by the Goods.

Such indemnity shall not cover any use of the Goods or any part thereof other than for the purpose indicated by or to be reasonably inferred from the Contract, neither any infringement resulting from the use of the Goods or any part thereof, or any products produced thereby in association or combination with

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any other equipment, plant, or materials not supplied by the Supplier, pursuant to the Contract.

- 29.2 If any proceedings are brought or any claim is made against the Purchaser arising out of the matters referred to in GCC Sub-Clause 29.1, the Purchaser shall promptly give the Supplier a notice thereof, and the Supplier may at its own expense and in the Purchaser's name conduct such proceedings or claim and any negotiations for the settlement of any such proceedings or claim.
- 29.3 If the Supplier fails to notify the Purchaser within twenty-eight (28) days after receipt of such notice that it intends to conduct any such proceedings or claim, then the Purchaser shall be free to conduct the same on its own behalf.
- 29.4 The Purchaser shall, at the Supplier's request, afford all available assistance to the Supplier in conducting such proceedings or claim, and shall be reimbursed by the Supplier for all reasonable expenses incurred in so doing.
- 29.5 The Purchaser shall indemnify and hold harmless the Supplier and its employees, officers, and Subcontractors from and against any and all suits, actions or administrative proceedings, claims, demands, losses, damages, costs, and expenses of any nature, including attorney's fees and expenses, which the Supplier may suffer as a result of any infringement or alleged infringement of any patent, utility model, registered design, trademark, copyright, or other intellectual property right registered or otherwise existing at the date of the Contract arising out of or in connection with any design, data, drawing, specification, or other documents or materials provided or designed by or on behalf of the Purchaser.

Limitation of Liability

- 30.1 Except in cases of criminal negligence or wilful misconduct,
- (a) the Supplier shall not be liable to the Purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the Supplier to pay liquidated damages to the Purchaser and
 - (b) the aggregate liability of the Supplier to the Purchaser, whether under the Contract, in tort or otherwise, shall not exceed the total Contract Price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment, or to any obligation of the supplier to

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indemnify the purchaser with respect to patent infringement

**Change in Laws
and Regulations**

- 31.1 Unless otherwise specified in the Contract, if after the date of 7 days prior to date of Bid submission, any law, regulation, ordinance, order or bylaw having the force of law is enacted, promulgated, abrogated, or changed in the place of the Purchaser's country where the Site is located (which shall be deemed to include any change in interpretation or application by the competent authorities) that subsequently affects the Delivery Date and/or the Contract Price, then such Delivery Date and/or Contract Price shall be correspondingly increased or decreased, to the extent that the Supplier has thereby been affected in the performance of any of its obligations under the Contract. Notwithstanding the foregoing, such additional or reduced cost shall not be separately paid or credited if the same has already been accounted for in the price adjustment provisions where applicable, in accordance with GCC Clause 15.

Force Majeure

- 32.1 The Supplier shall not be liable for forfeiture of its Performance Security, liquidated damages, or termination for default if and to the extent that its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.
- 32.2 For purposes of this Clause, "Force Majeure" means an event or situation beyond the control of the Supplier that is not foreseeable, is unavoidable, and its origin is not due to negligence or lack of care on the part of the Supplier. Such events may include, but not be limited to, acts of the Purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes.
- 32.3 If a Force Majeure situation arises, the Supplier shall promptly notify the Purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the Purchaser in writing, the Supplier shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

**Change Orders and
Contract
Amendments**

- 33.1 The Purchaser may at any time order the Supplier through notice in accordance GCC Clause 8, to make changes within the general scope of the Contract in any one or more of the following:

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- (a) drawings, designs, or specifications, where Goods to be furnished under the Contract are to be specifically manufactured for the Purchaser;
- (b) the method of shipment or packing;
- (c) the place of delivery; and
- (d) the Related Services to be provided by the Supplier.

33.2 If any such change causes an increase or decrease in the cost of, or the time required for, the Supplier's performance of any provisions under the Contract, an equitable adjustment shall be made in the Contract Price or in the Delivery/Completion Schedule, or both, and the Contract shall accordingly be amended. Any claims by the Supplier for adjustment under this Clause must be asserted within twenty-eight (28) days from the date of the Supplier's receipt of the Purchaser's change order.

33.3 Prices to be charged by the Supplier for any Related Services that might be needed but which were not included in the Contract shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the Supplier for similar services.

33.4 Subject to the above, no variation in or modification of the terms of the Contract shall be made except by written amendment signed by the parties.

Extensions of Time

34.1 If at any time during performance of the Contract, the Supplier or its subcontractors should encounter conditions impeding timely delivery of the Goods or completion of Related Services pursuant to GCC Clause 13, the Supplier shall promptly notify the Purchaser in writing of the delay, its likely duration, and its cause. As soon as practicable after receipt of the Supplier's notice, the Purchaser shall evaluate the situation and may at its discretion extend the Supplier's time for performance, in which case the extension shall be ratified by the parties by amendment of the Contract.

34.2 Except in case of Force Majeure, as provided under GCC Clause 32, a delay by the Supplier in the performance of its Delivery and Completion obligations shall render the Supplier liable to the imposition of liquidated damages pursuant to GCC Clause 26, unless an extension of time is agreed upon, pursuant to GCC Sub-Clause 34.1.

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Termination**35.1 Termination for Default**

- (a) The Purchaser, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the Supplier, may terminate the Contract in whole or in part:
 - (i) if the Supplier fails to deliver any or all of the Goods within the period specified in the Contract, or within any extension thereof granted by the Purchaser pursuant to GCC Clause 34;
 - (ii) if the Supplier fails to perform any other obligation under the Contract; or
 - (iii) if the Supplier, in the judgment of the Purchaser has engaged in fraud and corruption, as defined in GCC Clause 3, in competing for or in executing the Contract.
- (b) In the event the Purchaser terminates the Contract in whole or in part, pursuant to GCC Clause 35.1(a), the Purchaser may procure, upon such terms and in such manner as it deems appropriate, Goods or Related Services similar to those undelivered or not performed, and the Supplier shall be liable to the Purchaser for any additional costs for such similar Goods or Related Services. However, the Supplier shall continue performance of the Contract to the extent not terminated.

35.2 Termination for Insolvency.

- (a) The Purchaser may at any time terminate the Contract by giving notice to the Supplier if the Supplier becomes bankrupt or otherwise insolvent. In such event, termination will be without compensation to the Supplier, provided that such termination will not prejudice or affect any right of action or remedy that has accrued or will accrue thereafter to the Purchaser

35.3 Termination for Convenience.

- (a) The Purchaser, by notice sent to the Supplier, may terminate the Contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for the Purchaser's convenience, the extent to which performance of the Supplier under the Contract is terminated, and the date upon which such termination becomes effective.

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- (b) The Goods that are complete and ready for shipment within twenty-eight (28) days after the Supplier's receipt of notice of termination shall be accepted by the Purchaser at the Contract terms and prices. For the remaining Goods, the Purchaser may elect:
 - (i) to have any portion completed and delivered at the Contract terms and prices; and/or
 - (ii) to cancel the remainder and pay to the Supplier an agreed amount for partially completed Goods and Related Services and for materials and parts previously procured by the Supplier.

Assignment

- 36.1 Neither the Purchaser nor the Supplier shall assign, in whole or in part, their obligations under this Contract, except with prior written consent of the other party.

Export Restriction

- 37.1 Notwithstanding any obligation under the Contract to complete all export formalities, any export restrictions attributable to the Purchaser, to the country of the Purchaser, or to the use of the products/goods, systems or services to be supplied, which arise from trade regulations from a country supplying those products/goods, systems or services, and which substantially impede the Supplier from meeting its obligations under the Contract, shall release the Supplier from the obligation to provide deliveries or services, always provided, however, that the Supplier can demonstrate to the satisfaction of the Purchaser and of the Bank that it has completed all formalities in a timely manner, including applying for permits, authorizations and licenses necessary for the export of the products/goods, systems or services under the terms of the Contract. Termination of the Contract on this basis shall be for the Purchaser's convenience pursuant to Sub-Clause 35.3.

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Section VIII. Special Conditions of Contract

The following Special Conditions of Contract (SCC) shall supplement and / or amend the General Conditions of Contract (GCC). Whenever there is a conflict, the provisions herein shall prevail over those in the GCC.

GCC 1.1(j)	The Purchaser's country is: <i>[Eswatini]</i>
GCC 1.1(k)	The Purchaser is: <i>[Ministry of Economic Planning and Development, Microprojects Programme Coordinating Unit]</i>
GCC 1.1 (q)	<p>The Project Site(s)/Final Destination(s) is/are:</p> <ul style="list-style-type: none"> - <i>Masithandane Multipurpose Cooperative office premise under Matsanjeni Inkhundla in the Shiselweni Region (Lot 1),</i> - <i>Khulani Masini Multipurpose Cooperative office premises under Kubuta Inkhundla in the Shiselweni Region (Lot 2),</i> - <i>Siyalima Ngololweni Farmers Limited office premises under Sandleni Inkhundla in the Shiselwni Region (Lot 3),</i> - <i>Ingcebo Yetfu Multipurpose Cooperative office premise under Pigg's Peak Inkhundla in the Hhohho Region (Lot 4),</i>
GCC 4.2 (a)	The meaning of the trade terms shall be as prescribed by Incoterms.
GCC 4.2 (b)	The version edition of Incoterms shall be <i>[2010 edition. The full official text of the rules can be obtained from the ICC Store]</i>
GCC 5.1	The language shall be: <i>[English]</i>
GCC 8.1	<p>For notices, the Purchaser's address shall be:</p> <p>Attention: <i>The Director</i></p> <p>Street Address: <i>Corner of LaLufadlana & Mdada Streets,</i> <i>6th Floor, Dlanubeka House</i></p> <p>City: <i>[Mbabane]</i></p> <p>ZIP Code: <i>[H100]</i></p> <p>Country: <i>[Eswatini]</i></p> <p>Telephone: <i>(+268) 2404 8435</i></p> <p>Facsimile number: <i>(+268) 2404 0907)</i></p> <p>Electronic mail address: <i>Busie Mahlalela busie@microprojects.org.sz ,</i> <i>Lwazi Nkambule lnkambule@microprojects.org.sz and copy to khetsiwe simelane khetssim@yahoo.com</i></p>
GCC 9.1	The governing law shall be the law of: <i>[The Kingdom of Eswatini]</i>

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GCC 10.2	<p>The rules of procedure for arbitration proceedings pursuant to GCC Clause 10.2 shall be as follows:</p> <p>In the case of a dispute between the Purchaser and a Supplier who is a national of the Purchaser's country, the dispute shall be referred to adjudication or arbitration in accordance with the laws of the Purchaser's country.</p>
GCC 13.1	<p>Details of Shipping and other Documents to be furnished by the Supplier are <i>[insurance certificate, Manufacturer's or Supplier's warranty certificate, inspection certificate issued by an independent inspection agency and where applicable, Supplier's factory shipping details]</i>.</p> <p>The above documents shall be received by the Purchaser before arrival of the Goods and, if not received, the Supplier will be responsible for any consequent expenses.</p>
GCC 15.1	<p>The prices charged for the Goods supplied and the related Services performed <i>[shall not]</i> be adjustable.</p>
GCC 16.1	<p>GCC 16.1—The method and conditions of payment to be made to the Supplier under this Contract shall be as follows:</p> <ul style="list-style-type: none"> (i) After Delivery: Ninety (90) percent of the Contract Price shall be paid after receipt, inspection and testing Goods and upon submission of the documents specified in GCC Clause 13. (ii) On Expiry of Warranty: The remaining ten (10) percent of the Contract Price shall be paid to the Supplier within ninety (90) days after the Expiry date of warranty for the respective Goods. (iii) Payments for Goods and Services shall be made in <i>Eswatini Lilangeni</i>.
GCC 16.5	<p>The payment-delay period after which the Purchaser shall pay interest to the supplier shall be <i>[thirty (30)]</i> days.</p> <p>The interest rate that shall be applied is <i>[0.5] %</i></p>
GCC 18.1	<p>A Performance Security <i>[shall be required]</i></p> <p><i>The amount of the Performance Security shall be equivalent to: [10% of the contract sum]</i></p>

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GCC 18.3	The Performance Security shall be in the form of: <i>[a Performance Bond]</i> The Performance security shall be denominated in <i>[the currencies of payment of the Contract, in accordance with their portions of the Contract Price]</i>
GCC 23.2	The packing, marking and documentation within and outside the packages shall be: <i>[as indicated in Schedule VI – Technical Specifications]</i>
GCC 24.1	The insurance coverage shall be as specified in the Incoterms.
GCC 25.1	Responsibility for transportation of the Goods shall be as specified in the Incoterms.
GCC 26.1	The inspections and tests shall be: <i>[performance and productivity of the Trucks and Buses tests. The Operator(s) as trained by the Supplier shall be tested. These shall be conducted at the Project Site.]</i>
GCC 26.2	The Inspections and tests shall be conducted at: <i>[Project Sites as outlined in GCC 1.1(q)]</i>
GCC 27.1	The liquidated damage shall be: <i>[0.5]% per week</i>
GCC 27.1	The maximum amount of liquidated damages shall be: <i>[10]%</i>
GCC 28.3	The period of validity of the Warranty shall be: <i>[as stated in technical specification]</i> The period of validity of the Free service Warranty shall be: <i>[as stated in technical specification]</i> For purposes of the Warranty, the place(s) of final destination(s) shall be: <i>[Project Sites as outlined in GCC 1.1(q)]</i>
GCC 28.5	The period for repair or replacement shall be: <i>[14] days.</i>

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Section IX. Contract Forms

Table of Forms

1. Contract Agreement	119
2. Performance Security	122

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1. Contract Agreement

[The successful Bidder shall fill in this form in accordance with the instructions indicated]

THIS CONTRACT AGREEMENT is made

the [insert: **number**] day of [insert: **month**], [insert: **year**].

BETWEEN

- (1) [insert complete name of Purchaser], a [insert description of type of legal entity, for example, an agency of the Ministry of of the Government of { insert name of Country of Purchaser }, or corporation incorporated under the laws of { insert name of Country of Purchaser }] and having its principal place of business at [insert address of Purchaser] (hereinafter called “the Purchaser”), and
- (2) [insert name of Supplier], a corporation incorporated under the laws of [insert: country of Supplier] and having its principal place of business at [insert: address of Supplier] (hereinafter called “the Supplier”).

WHEREAS the Purchaser invited bids for certain Goods and ancillary services, viz., [insert brief description of Goods and Services] and has accepted a Bid by the Supplier for the supply of those Goods and Services in the sum of [insert Contract Price in words and figures, expressed in the Contract currency(ies)] (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 constitute the Contract between the Purchaser and the Supplier, and each shall be read and construed as an integral part of the Contract:
 - (a) This Contract Agreement
 - (b) Special Conditions of Contract
 - (c) General Conditions of Contract
 - (d) Technical Requirements (including Schedule of Requirements and Technical Specifications)
 - (e) The Supplier’s Bid and original Price Schedules
 - (f) The Purchaser’s Notification of Award
 - (g) [Add here any other document(s)]

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3. This Contract shall prevail over all other Contract documents. In the event of any discrepancy or inconsistency within the Contract documents, then the documents shall prevail in the order listed above.
4. 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 provisions of the Contract.
5. 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 the laws of *[insert the name of the Contract governing law country]* on the day, month and year indicated above.

For and on behalf of the Purchaser

Signed: *[insert signature]*
in the capacity of *[insert title or other appropriate designation]*
in the presence of *[insert identification of official witness]*

For and on behalf of the Supplier

Signed: *[insert signature of authorized representative(s) of the Supplier]*
in the capacity of *[insert title or other appropriate designation]*
in the presence of *[insert identification of official witness]*

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Lot 1: Masithandane Multipurpose Cooperative Society Ltd

For the Contractor		For the Employer	
Name:		Name:	Sibusiso Mbingo
Position:		Position:	Director
Signature and company Stamp:		Signature and Company stamp:	
Date:		Date:	
Endorsed for financing by the Principal Secretary-Ministry of Economic Planning and Development			
Name:	Ms. Thabsile Mlangeni		
Position:	Principal Secretary – Ministry of Economic Planning and Development		
Signature:			
Date:			
Stamp:			

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Lot 2: Khulani Masini Multipurpose Cooperative Society

For the Contractor		For the Employer	
Name:		Name:	Sibusiso Mbingo
Position:		Position:	Director
Signature and company Stamp:		Signature and Company stamp:	
Date:		Date:	
Endorsed for financing by the Principal Secretary-Ministry of Economic Planning and Development			
Name:	Ms. Thabsile Mlangeni		
Position:	Principal Secretary – Ministry of Economic Planning and Development		
Signature:			
Date:			
Stamp:			

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Lot 3: Siyalima Ngololweni Farmers Limited

For the Contractor		For the Employer	
Name:		Name:	Sibusiso Mbingo
Position:		Position:	Director
Signature and company Stamp:		Signature and Company stamp:	
Date:		Date:	
Endorsed for financing by the Principal Secretary-Ministry of Economic Planning and Development			
Name:	Ms. Thabsile Mlangeni		
Position:	Principal Secretary – Ministry of Economic Planning and Development		
Signature:			
Date:			
Stamp:			

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Lot 4: Ingcebo Yetfu Multipurpose Cooperative Society

For the Contractor		For the Employer	
Name:		Name:	Sibusiso Mbingo
Position:		Position:	Director
Signature and company Stamp:		Signature and Company stamp:	
Date:		Date:	
Endorsed for financing by the Principal Secretary-Ministry of Economic Planning and Development			
Name:	Ms. Thabsile Mlangeni		
Position:	Principal Secretary – Ministry of Economic Planning and Development		
Signature:			
Date:			
Stamp:			

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2. Performance Security

[The bank, as requested by the successful Bidder, shall fill in this form in accordance with the instructions indicated]

Date: *[insert date (as day, month, and year) of Bid Submission]*
 Bid No. and title: *[insert no. and title of bidding process]*

Bank's Branch or Office: *[insert complete name of Guarantor]*

Beneficiary: *[insert complete name of Purchaser]*

PERFORMANCE GUARANTEE No.: *[insert Performance Guarantee number]*

We have been informed that *[insert complete name of Supplier]* (hereinafter called "the Supplier") has entered into Contract No. *[insert number]* dated *[insert day and month]*, *[insert year]* with you, for the supply of *[description of Goods and related Services]* (hereinafter called "the Contract").

Furthermore, we understand that, according to the conditions of the Contract, a Performance Guarantee is required.

At the request of the Supplier, we hereby irrevocably undertake to pay you any sum(s) not exceeding *[insert amount(s)¹⁰ in figures and words]* upon receipt by us of your first demand in writing declaring the Supplier to be in default under the Contract, without cavil or argument, or your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

This Guarantee shall expire no later than the *[insert number]* day of *[insert month]* *[insert year]*,¹¹ and any demand for payment under it must be received by us at this office on or before that date.

This guarantee is subject to the Uniform Rules for Demand Guarantees, ICC Publication No. 458, except that subparagraph (ii) of Sub-article 20(a) is hereby excluded.

[signatures of authorized representatives of the bank and the Supplier]

¹⁰ The Bank shall insert the amount(s) specified in the SCC and denominated, as specified in the SCC, either in the currency (ies) of the Contract or a freely convertible currency acceptable to the Purchaser.

¹¹ Dates established in accordance with Clause 18.4 of the General Conditions of Contract ("GCC"), taking into account any warranty obligations of the Supplier under Clause 16.2 of the GCC intended to be secured by a partial Performance Guarantee. The Purchaser should note that in the event of an extension of the time to perform the Contract, the Purchaser would need to request an extension of this Guarantee from the Bank. Such request must be in writing and must be made prior to the expiration date established in the Guarantee. In preparing this Guarantee, the Purchaser might consider adding the following text to the Form, at the end of the penultimate paragraph: "We agree to a one-time extension of this Guarantee for a period not to exceed [six months] [one year], in response to the Purchaser's written request for such extension, such request to be presented to us before the expiry of the Guarantee."

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