

# THE GOVERNMENT OF ESWATINI



Ministry of Tinkhundla Affairs

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 LIVESTOCK, ANIMAL FEED & VACCINES, BEANS & PEANUTS AND MOBILE KITCHENS/FREEZERS FOR VARIOUS ASSOCIATIONS IN THE KINGDOM OF ESWATINI

- Lot 1: Supply and Delivery of piggery and pig feed for Ndlembeni Multipurpose Cooperative*  
*Lot 2: Supply and Delivery of piggery and pig feed for Kwakhanya Multipurpose Cooperative*  
*Lot 3: Supply and Delivery of piggery for Vuka Ndvodza Usebente Multipurpose Cooperative*  
*Lot 4: Supply and Delivery of Breeding Stock, animal feed and vaccines for Litsemba Alibulali Multipurpose Cooperative*  
*Lot 5: Supply and Delivery of Breeding Stock and animal feed for Vuka Ndaba Multipurpose*  
*Lot 6: Supply and Delivery of Beans and Peanuts for Corridor Trading Pty Ltd*  
*Lot 7: Supply and Delivery of female cows for Ntsanjeni Farmers Cooperative*  
*Lot 8: Supply and Delivery of Breeding Stock and animal feed for Sicu Sethu Investments*  
*Lot 9: Supply and Delivery of Bulls and animal feed for Lanyanda Farmers Multipurpose Cooperative*  
*Lot 10: Supply and Delivery of Bulls and animal feed for Forwad Ever Multipurpose Cooperative*  
*Lot 11: Supply and Delivery of Mobile Kitchen for Zemano Multipurpose Cooperative*

**BID REFERENCE: RDFLHMS/FEEDLOT etel /06-25/2024-2025/IG**

### BID DOCUMENT

NAME OF BIDDER: .....

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task, non-infringement, compatibility, security, and accuracy. The ESPRA furthermore disclaims any warranty towards the accuracy, correctness, reliability, and timeliness of

**IMPORTANT:**

**Bid Closing Date:**

**30<sup>th</sup> June 2025**

at

**1000 hours**

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Development  
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P.O. Box 2122  
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**BID REFERENCE: RDFLHMS/FEEDLOT etel /06-25/2024-2025/IG**

30<sup>th</sup> May 2025

Dear Bidder

**RE: INVITATION FOR BIDS FOR THE SUPPLY AND DELIVERY OF LIVESTOCK, ANIMAL FEED & VACCINES, BEANS & PEANUTS AND MOBILE KITCHENS/FREEZERS FOR VARIOUS ASSOCIATIONS IN THE KINGDOM OF ESWATINI**

Locally registered firms are invited to bid for the Supply and Delivery of piggery and animal feed for Ndlembeni Multipurpose Cooperative under Nkomiyahlaba Inkhundla (Lot 1) Delivery of piggery and animal feed for Kwakhanya Multipurpose Cooperative under Ntontozi Inkhundla (Lot 2) Delivery of piggery and animal feed & vaccines for Vuka Ndvodza Usebente Multipurpose Cooperative under Ekukhanyeni Inkhundla (Lot 3) Supply Delivery of Breeding Stock, animal feed and vaccines for Litsembe Alibulali Multipurpose Cooperative under Phondo Inkhundla (Lot 4) Supply and Delivery of Breeding Stock, animal feed and vaccines for Vuka Ndaba Multipurpose under Mafutseni Inkhundla (Lot 5) Supply and Delivery of Beans and Peanuts for Corridor trading under Kwaluseni Inkhundla Lot (6) Supply and Delivery of female cows, animal feed and vaccines for Ntsanjeni Farmers Cooperative under Ndzingeni Inkhundla (Lot 7) Delivery of Breeding Stock and animal feed for Sicu Sethu Investments under Manzini North inkhundla. (Lot 8) Supply and Delivery of Bulls and animal feed for Lanyanda Farmers Multipurpose Cooperative under Ndzingeni Inkhundla (Lot 9) Supply and Delivery of Bulls for Forwad Ever Multipurpose Cooperative Lot under Mpolonjeni Inkhundla (10) Supply and Delivery of Mobile Kitchen for Zemano Multipurpose Cooperative under Dvokodweni Inkhundla (Lot 11)

Bona fide bids should comprise the following:

- A completed set of bid Document
- A Certified ENPF certificate
- 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)

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- **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 Mobile equipment and other equipment will be serviceable by local dealer.
- 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

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 06<sup>th</sup> June 2025 at 1000 hours.**

Bid Documents will be available from **1000 hours on Friday 04<sup>th</sup> 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: **30<sup>th</sup> 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 by email to [lnkambule@microprojects.org.sz](mailto:lnkambule@microprojects.org.sz) and copy to [busie@microprojects.org.sz](mailto:busie@microprojects.org.sz). Microprojects Programme 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 Mbingo  
Director

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# **The Procurement of Livestock, Animal feed & Vaccines, Beans & Peanuts and Mobile Freezers/ Kitchen**

## **Summary**

### **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.

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## **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.

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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## PART 1 – Bidding Procedures

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# Section I. Instructions to Bidders

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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.<sup>1</sup> In pursuance of this policy, the Microprojects:
  - (a) defines, for the purposes of this provision, the terms set forth below as follows:

<sup>1</sup> 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 party<sup>1</sup>;
- (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 obligation<sup>2</sup>;
- (iii) “collusive practice” is an arrangement between two or more parties<sup>3</sup> 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 party<sup>4</sup>;
- (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;

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

<sup>2</sup> “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.

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

<sup>4</sup> “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.

- |   |      |   |
|---|------|---|
| <b>Currencies of Bid</b>  | 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> .  |
| <b>Documents Establishing the Eligibility of the Bidder</b>                     | 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.  |
| <b>Documents Establishing the Eligibility of the Goods and Related Services</b> | 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.  |
| <b>Documents Establishing the Conformity of the Goods and Related Services</b>  | 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.  |
|   | 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.   |
|   | 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.  |
|   | 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. |

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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:  <b>[SUPPLY AND DELIVERY OF LIVESTOCK, ANIMAL FEED&amp; VACCINES, BEANS&amp;PEANUTS AND MOBILE KITCHEN/FREEZERS IN VARIOUS ASSOICIATIONS IN THE KINGDOM OF ESWATINI]</b></p> <p><b>BID REFERENCE: RDFLHMS/FEEDLOT etel /06-25/2024-2025/IG</b></p> <p>The number, identification and names of the lots comprising this bid are: -</p> <p><i>Lot 1: Supply and Delivery piggery, Animal feed and vaccines for Ndlembeni Multipurpose Cooperative</i></p> <p><i>Lot 2: Supply and Delivery of piggery, animal feed for Kwakhanya Multipurpose Cooperative</i></p> <p><i>Lot 3: Supply and Delivery of piggery and animal feed &amp; vaccines for Vuka Ndvodza Usebente Multipurpose Cooperative</i></p> <p><i>Lot 4: Supply and Delivery of Breeding Stock &amp; animal feed for Litsemba Alibulali Multipurpose Cooperative</i></p> <p><i>Lot 5: Supply and Delivery of Breeding Stock, animal feed and vaccines for Vuka Ndaba Multipurpose</i></p> <p><i>Lot 6: Supply and Delivery of Beans and Peanuts for Corridor trading Pty Ltd</i></p> <p><i>Lot 7: Supply and Delivery of female cows and animal feed for Ntsanjeni Farmers Cooperative</i></p> <p><i>Lot 8: Supply and Delivery of Breeding Stock and animal feed/vaccines for Sicu Sethu Investments</i></p> <p><i>Lot 9: Supply and Delivery of Bulls and animal feed for Lanyandza Farmers Multipurpose Cooperative</i></p> <p><i>Lot 10: Supply and Delivery of Bulls and animal feed for Forwad Ever Multipurpose Cooperative</i></p> <p><i>Lot 11: Supply and Delivery of Mobile Kitchen and stock for Zemano Multipurpose Cooperative</i></p>
	<b>B. Contents of Bidding Documents</b>
ITB 7.1	<p>For <b>Clarification of bid purposes</b> only, the Purchaser's address is:</p> <p>Attention: <i>[The Director, Mr. S. T. Mbingo]</i></p> <p>Address: <i>[Microprojects Programme, 6<sup>th</sup> Floor, Dlan'ubeka Building]</i></p> <p>City: <i>[Mbabane]</i></p>

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	<b>C. Preparation of Bids</b>
<b>ITB 10.1</b>	The language of the bid is: [English].
<b>ITB 11.1 (g)</b>	The Bidder shall submit the following additional documents in its bid: <ul style="list-style-type: none"> <li>- An <b>original</b> valid tax compliance certificate (for Government Tender)</li> <li>- A Certified Copy of a valid Trading Licence</li> <li>- A Certified Copy of a valid Labour Compliance certificate (from the ministry of Labour and Social Security)</li> <li>- A General receipt as proof of payment</li> <li>- E 5 000.00 Tender deposit in a form of a Bank Guaranteed Letter (<b>Insurance bonds will not be accepted</b>)</li> <li>- A Certified Copy of a valid ENPF Certificate</li> <li>- A manufacturer's warranty and a written confirmation that the Mobile equipment and non- movable equipment will be serviceable by local dealer.</li> <li>- Submission of a current Company Form J, stamped by the Registrar of Companies</li> <li>- Submission of a current Company Form C, stamped by the Registrar of Companies</li> <li>- The shareholders as listed in Form C should provide certified copies of identity documents</li> <li>- A police clearance for company Directors listed in form C</li> </ul>
<b>ITB 13.1</b>	Alternative Bids [shall not be] considered.
<b>ITB 14.5</b>	The Incoterms edition is: [“Incoterms 2010”].
<b>ITB 14.6 (b) (i) and (c) (iii)</b>	Place of Destination: [Eswatini]
<b>ITB 14.6 (a) (iii);(b)(ii) and (c)(v)</b>	“Final destination (Project Site)”: <ul style="list-style-type: none"> <li>- Ndlembeni Multipurpose Cooperative@ Nkomiyahlaba Inkhundla</li> <li>- Kwakhanya Multipurpose Cooperative @Ntontozi Inkhundla</li> <li>- Vuka Ndvodza Usebente Multipurpose Cooperative@Kukhanyeni Inkhundla</li> <li>- Litsembe Labomake Multipurpose Cooperative@Phondo Inkhundla</li> <li>- Vuka Ndaba Multipurpose@Mafutseni Inkhundla</li> <li>- Corridor trading Pty Ltd @Kwaluseni Inkhundla</li> <li>- Ntsanjeni Farmers Cooperative @Ndzingeni Inkhundla</li> </ul>

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	<ul style="list-style-type: none"> <li>- <i>Sicu Sethu Investments @ Manzini North</i></li> <li>- <i>Lanyandza Farmers Multipurpose Cooperative@Ndzingeni Inkhundla</i></li> <li>- <i>Forward Ever Multipurpose Cooperative@Mpolonjeni Inkhundla</i></li> <li>- <i>Zemano Multipurpose Cooperative@Dvokodvweni Inkhundla</i></li> </ul>
<b>ITB 14.7</b>	The prices quoted by the Bidder [ <i>“shall not”</i> ] be adjustable.
<b>ITB 14.8</b>	<p>Prices quoted for each lot shall correspond at least to [100] % of the items specified for each lot.</p> <p>Prices quoted for each item of a lot shall correspond at least to [100] percent of the quantities specified for this item of a lot.</p>
<b>ITB 19.1 (a)</b>	Manufacturer’s authorization is: [ <i>“required”</i> ]
<b>ITB 19.1 (b)</b>	After sales service is: [ <i>“required”</i> ]
<b>ITB 20.1</b>	The bid validity period shall be [90] days.
<b>ITB 21.1</b>	Bid shall include a Bid Security included in Section IV Bidding Forms
<b>ITB 21.2</b>	The amount of the Bid Security shall be: [5,000.00 – <i>Five Thousand Emalangen</i> ]
<b>ITB 22.1</b>	In addition to the original of the bid, the number of copies is: [ <i>One (1)</i> ]
	<b>D. Submission and Opening of Bids</b>
<b>ITB 24.1</b>	<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 &amp; Mdada Streets</i>]</p> <p>Floor-Room number: [<i>6<sup>th</sup> 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>30<sup>th</sup> June 2025</i>]</p> <p>Time: [<i>1000 hrs</i>]</p>
<b>ITB 27.1</b>	The bid opening shall take place at:

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	<p>Street Address: <i>[Microprojects Programme - Regional Development Fund, Dlanubeka Building, Corner of LaLufadlana &amp; Mdada Streets]</i></p> <p>Floor/ Room number: <i>[6<sup>th</sup> 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>[30<sup>th</sup> June 2025]</i></p> <p>Time: <i>[1010 hrs]</i></p>
	<b>E. Evaluation and Comparison of Bids</b>
<b>ITB 34.1</b>	<i>The name of the currency is Eswatini Lilangeni</i>
<b>ITB 35.1</b>	Domestic preference <i>[shall not]</i> be a bid evaluation factor.
<b>ITB 36.3(a)</b>	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.
<b>ITB 36.3(d)</b>	<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"> <li>(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></li> <li>(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></li> <li>(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></li> <li>(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></li> </ul>
<b>ITB 36.6</b>	Bidders [shall] 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.

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	<b>F. Award of Contract</b>
<b>ITB 41.1</b>	<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>

### 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
	A Certified Copy of a valid ENPF Certificate	ITB 11.1(g)	
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 equipment	ITB 36.3(d)	Truth or falsehood

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**1.2 Technical evaluation (ITB 33.2, 33.3, 33.4)**

Item no:	Specification Requirement for Bullocks, Steers,Ox or Bulls	Criteria
1	Unbruised	Truth or falsehood and contents
2	Uncastrated preferably	Truth or falsehood and contents
3	Between 2-3 years	Truth or falsehood and contents
4	Cattle with humps	Truth or falsehood and contents
5	Bright and alert eyes	Truth or falsehood and contents
6	Clear Urine	Truth or falsehood and contents
7	Soft dung	Truth or falsehood and contents
8	Regular movement	Truth or falsehood and contents
9	Shiny and smooth coat	Truth or falsehood and contents
10	EOG training	Truth or falsehood and contents
	<b>Specification Requirement for Sows</b>	
11	Unbruised	Truth or falsehood and contents
12	Un deformed	Truth or falsehood and contents
13	Good and healthy	Truth or falsehood and contents
14	Bright and alert eyes	Truth or falsehood and contents
15	Clear Urine	Truth or falsehood and contents
16	Soft dung	Truth or falsehood and contents
17	Regular movement	Truth or falsehood and contents
18	Shiny and smooth coat	Truth or falsehood and contents
	<b>Specification Requirement for Weaners</b>	
19	Stress free symptoms	Truth or falsehood and contents
20	Unbruised	Truth or falsehood and contents
21	Un deformed	Truth or falsehood and contents
22	Good and healthy	Truth or falsehood and contents
23	Bright and alert eyes	Truth or falsehood and contents
24	Clear Urine	Truth or falsehood and contents
25	Good appetite	Truth or falsehood and contents
26	Regular movement	Truth or falsehood and contents
27	Shiny and smooth coat	Truth or falsehood and contents
	<b>Specification Requirement for Gilts</b>	
28	Breeding potential	Truth or falsehood and contents
29	Mammary development and teat quality	Truth or falsehood and contents
30	Stress free symptoms	Truth or falsehood and contents
31	Unbruised	Truth or falsehood and contents
32	Un deformed	Truth or falsehood and contents
33	Good and healthy	Truth or falsehood and contents

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34	Bright and alert eyes	Truth or falsehood and contents
35	Clear Urine	Truth or falsehood and contents
36	Good appetite	Truth or falsehood and contents
37	Regular movement	Truth or falsehood and contents
38	Shiny and smooth coat	Truth or falsehood and contents
	<b>Specification Requirement for Nguni cows</b>	
39	Well-pigmented,	Truth or falsehood and contents
40	Motile hide of medium thickness	Truth or falsehood and contents
41	Short , shiny and smooth Coat	Truth or falsehood and contents
42	Unbruised	Truth or falsehood and contents
43	Un deformed	Truth or falsehood and contents
44	Good and healthy, Bright and alert eyes	Truth or falsehood and contents
45	Coal patterns are legion	Truth or falsehood and contents
46	Clear Urine	Truth or falsehood and contents
47	Soft dung	Truth or falsehood and contents
48	Regular movement	Truth or falsehood and contents
49	Shiny and smooth coat	Truth or falsehood and contents
50	Fine and glossy (oily)	Truth or falsehood and contents
51	Technical specifications and drawings ( attach proof)	Truth or falsehood and contents
	<b>Specification Requirement for Bean and peanuts</b>	
52	<i>Dried with no moisture</i>	Truth or falsehood and contents
53	<i>Grown to full maturity</i>	Truth or falsehood and contents
54	<i>shelled from their pods</i>	Truth or falsehood and contents
55	<i>Red Speckled sugar beans</i>	Truth or falsehood and contents
56	<i>0% shriveled looking and 0% cracked or broken</i>	Truth or falsehood and contents
57	Technical specifications and drawings ( attach proof)	Truth or falsehood and contents
58	<i>Not less than One year shelf life</i>	Truth or falsehood and contents
59	<i>Light coloured as opposed to dark</i>	Truth or falsehood and contents
60	<i>Medium sized beans</i>	Truth or falsehood and contents
61	<i>EOG training</i>	Truth or falsehood and contents
	<b>Specification Requirement for Mobile kitchen</b>	
62	<b>Outside:</b> 1.9 ton axle single	Truth or falsehood and contents
63	"14 tyre new	Truth or falsehood and contents
64	14 ream new	Truth or falsehood and contents
65	4.5m*1.8m*2m	Truth or falsehood and contents
66	gas cylinder cage	Truth or falsehood and contents
67	Jockey wheel	Truth or falsehood and contents
68	two jack stands @rear	Truth or falsehood and contents
69	Mud guard	Truth or falsehood and contents
	<b>Inside :</b>	Truth or falsehood and contents
70	Two plate burner Stove	Truth or falsehood and contents
71	Potatoe Slicer	Truth or falsehood and contents
72	Double sink	Truth or falsehood and contents
73	Interior Light rechargeable	Truth or falsehood and contents
74	Fire Extinguisher	Truth or falsehood and contents
75	Stool	Truth or falsehood and contents

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## Section II Bid Data Sheet

76	20l container	Truth or falsehood and contents
77	Serving table	Truth or falsehood and contents
78	Counter	Truth or falsehood and contents
79	Two openings	Truth or falsehood and contents
80	Lockable door rear	Truth or falsehood and contents
81	All grid floor	Truth or falsehood and contents
82	Three layer shelves	Truth or falsehood and contents
83	Space for refrigerator	Truth or falsehood and contents
84	Insulated Mobile kitchen	Truth or falsehood and contents
85	4Stabilizer legs	Truth or falsehood and contents
86	Registration of Mobile freezer	Truth or falsehood and contents
87	Vinly branding on two sides	Truth or falsehood and contents
88	Manufacturer's authorization	Truth or falsehood and contents
89	EOG and Operators training	Truth or falsehood and contents
90	2years minimum warranty	Truth or falsehood and contents
91	Technical specification and drawings( attach proof)	Truth or falsehood and contents
	<b>Specification Requirement for Hot Food Bars Anvil Double pan with 5m complementary extension cable</b>	
92	Counter top Size 1500mm ,Counter top unit can be fitted on or into counter	Truth or falsehood and contents
93	Robust Stainless Steel construction	Truth or falsehood and contents
94	Curved front glass providing great display of product and acting as a sneeze guard	Truth or falsehood and contents
95	Specially designed element to ensure excellent heat distribution, Temperature range 40-75 degrees celcius	Truth or falsehood and contents
96	Adjustable feet for levelling on uneven surfaces	Truth or falsehood and contents
97	Grade 304 Stainless Steel Interior	Truth or falsehood and contents
98	Digital display and temperature control for high accuracy	Truth or falsehood and contents
99	Illuminated via fluorescent lighting for perfect product presentation	Truth or falsehood and contents
100	Technical specification and drawings( attach proof)	Truth or falsehood and contents
101	Manufacturer's authorization (attach proof)	Truth or falsehood and contents
102	2years minimum warranty	Truth or falsehood and contents
103	EOG and Operators training	Truth or falsehood and contents
	<b>Specification Requirement for Ice Cream Machine</b>	
104	Size:400*700*730mm	Truth or falsehood and contents
105	Voltage 220W	Truth or falsehood and contents
106	Power 1.8KW	Truth or falsehood and contents
107	Refrigerant :R404A	Truth or falsehood and contents
108	Single Flavor	Truth or falsehood and contents
109	Power source - Electric	Truth or falsehood and contents
110	26liters /hour	Truth or falsehood and contents
111	EOG and Operators training	Truth or falsehood and contents
112	Technical specification and drawings( attach proof)	Truth or falsehood and contents
	<b>Specification Requirement for Mobile Cold-room/Freezer</b>	
113	2m*1.6m*1.8m	Truth or falsehood and contents
114	Chromadek body	Truth or falsehood and contents

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115	100mm panel	Truth or falsehood and contents
116	13" tyre built in with 75mm insulated panels	Truth or falsehood and contents
117	cools to minus 8degrees celcius	Truth or falsehood and contents
118	Single Axle mobile freezer	Truth or falsehood and contents
119	Vinly branding on two sides	Truth or falsehood and contents
120	1 fan blower Medium	Truth or falsehood and contents
121	1 horse power	Truth or falsehood and contents
122	220V AC	Truth or falsehood and contents
123	Thermostat and thermometer	Truth or falsehood and contents
124	Electricity socket for dual power usage	Truth or falsehood and contents
125	Solar panel,Battery	Truth or falsehood and contents
126	Technical specification and drawings( <b>attach proof</b> )	Truth or falsehood and contents
127	Manufacturer's authorization ( <b>Attach Proof</b> )	Truth or falsehood and contents
128	2years warranty	Truth or falsehood and contents
129	Registration of Mobile freezer	Truth or falsehood and contents
130	EOG and Operators training	Truth or falsehood and contents
	<b>Specification Requirement Animal feed &amp;Medication</b>	
131	<i>Fattening ration 40kg</i>	Truth or falsehood and contents
132	<i>Chop Homily 25kg</i>	Truth or falsehood and contents
133	<i>Beef maker 50kg</i>	Truth or falsehood and contents
134	<i>Trio sure 250ml</i>	Truth or falsehood and contents
135	<i>Ivomec super 50ml</i>	Truth or falsehood and contents
136	<i>Vitamin AD3E 100ml</i>	Truth or falsehood and contents
137	<i>Liquid paraffin</i>	Truth or falsehood and contents
138	<i>Cevamec1% 500ml</i>	Truth or falsehood and contents
139	<i>Ivomec</i>	Truth or falsehood and contents
140	<i>Black Quarter</i>	Truth or falsehood and contents
141	<i>Butulin</i>	Truth or falsehood and contents
142	<i>Lump skin</i>	Truth or falsehood and contents
143	Weaner feed	Truth or falsehood and contents
144	Grower feed	Truth or falsehood and contents
145	Baytril/Advocim	Truth or falsehood and contents
146	Multivitamin	Truth or falsehood and contents
147	F-10 Disinfectant	Truth or falsehood and contents
148	High Quality water tank	Truth or falsehood and contents
149	water tank accessories	Truth or falsehood and contents
150	Fencing material fully galvanized	Truth or falsehood and contents
151	Technical specification and drawings( <b>attach proof</b> )	Truth or falsehood and contents

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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 E1, 000,000.00 (One 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

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- 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 of the base price for the payment schedule outlined in the SCC.
- (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

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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.

### Disclaimer

This tender document and the information contained therein is provided "as is" and the Eswatini Public Procurement Regulatory Agency (ESPPRA) makes no express or implied representations or warranties with regard thereto. Portions of the information may be incorrect or not current. Any person or entity that relies on any information obtained from this tender document does so at own risk. The ESPPRA expressly disclaims all implied warranties, including, without limitation, warranties of merchantability, title, suitability to task, non-infringement, compatibility, security, and accuracy. The ESPPRA furthermore disclaims any warranty towards the accuracy, correctness, reliability, and timeliness of the publishing of content. Furthermore, no warranty, expressed or implied, is given this tender document is free of viruses, trojans, bombs, time-locks or any other data or code which have the ability to corrupt or affect the operation of any computer system it is used on. The ESPPRA cannot accept any responsibility for any loss, disruption, or damage to any of your data or computer system which may occur whilst using this tender document.





## 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 01)

*[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]*

### Disclaimer

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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]*

#### Disclaimer

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## Bid Submission Form (Lot 02)

*[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 03)

*[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 04)

*[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]*

#### Disclaimer

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## Bid Submission Form (Lot 05)

*[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:

(oo) We have examined and have no reservations to the Bidding Documents, including Addenda No.: \_\_\_\_\_ *[insert the number and issuing date of each Addenda];*

(pp) 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];*

(qq) 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];*

(rr) 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];*

(ss) 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;

(tt) 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;

(uu) 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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- (vv) We have no conflict of interest in accordance with ITB Sub-Clause 4.2;
- (ww) 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;
- (xx) 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]*

#### Disclaimer

This tender document and the information contained therein is provided "as is" and the Eswatini Public Procurement Regulatory Agency (ESPPRA) makes no express or implied representations or warranties with regard thereto. Portions of the information may be incorrect or not current. Any person or entity that relies on any information obtained from this tender document does so at own risk. The ESPPRA expressly disclaims all implied warranties, including, without limitation, warranties of merchantability, title, suitability to task, non-infringement, compatibility, security, and accuracy. The ESPPRA furthermore disclaims any warranty towards the accuracy, correctness, reliability, and timeliness of the publishing of content. Furthermore, no warranty, expressed or implied, is given this tender document is free of viruses, trojans, bombs, time-locks or any other data or code which have the ability to corrupt or affect the operation of any computer system it is used on. The ESPPRA cannot accept any responsibility for any loss, disruption, or damage to any of your data or computer system which may occur whilst using this tender document.



## Bid Submission Form (Lot 06)

*[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:

(yy) We have examined and have no reservations to the Bidding Documents, including Addenda No.: \_\_\_\_\_ *[insert the number and issuing date of each Addenda];*

(zz) 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];*

(aaa) 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];*

(bbb) 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];*

(ccc) 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;

(ddd) 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;

(eee) 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]*

### Disclaimer

This tender document and the information contained therein is provided "as is" and the Eswatini Public Procurement Regulatory Agency (ESPPRA) makes no express or implied representations or warranties with regard thereto. Portions of the information may be incorrect or not current. Any person or entity that relies on any information obtained from this tender document does so at own risk. The ESPPRA expressly disclaims all implied warranties, including, without limitation, warranties of merchantability, title, suitability to task, non-infringement, compatibility, security, and accuracy. The ESPPRA furthermore disclaims any warranty towards the accuracy, correctness, reliability, and timeliness of the publishing of content. Furthermore, no warranty, expressed or implied, is given this tender document is free of viruses, trojans, bombs, time-locks or any other data or code which have the ability to corrupt or affect the operation of any computer system it is used on. The ESPPRA cannot accept any responsibility for any loss, disruption, or damage to any of your data or computer system which may occur whilst using this tender document.



(fff) We have no conflict of interest in accordance with ITB Sub-Clause 4.2;

(ggg) 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;

(hhh) 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]*

#### Disclaimer

This tender document and the information contained therein is provided "as is" and the Eswatini Public Procurement Regulatory Agency (ESPPRA) makes no express or implied representations or warranties with regard thereto. Portions of the information may be incorrect or not current. Any person or entity that relies on any information obtained from this tender document does so at own risk. The ESPPRA expressly disclaims all implied warranties, including, without limitation, warranties of merchantability, title, suitability to task, non-infringement, compatibility, security, and accuracy. The ESPPRA furthermore disclaims any warranty towards the accuracy, correctness, reliability, and timeliness of the publishing of content. Furthermore, no warranty, expressed or implied, is given this tender document is free of viruses, trojans, bombs, time-locks or any other data or code which have the ability to corrupt or affect the operation of any computer system it is used on. The ESPPRA cannot accept any responsibility for any loss, disruption, or damage to any of your data or computer system which may occur whilst using this tender document.



## Bid Submission Form (Lot 07)

*[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:

(iii) We have examined and have no reservations to the Bidding Documents, including Addenda No.: \_\_\_\_\_ *[insert the number and issuing date of each Addenda];*

(jjj) 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];*

(kkk) 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];*

(lll) 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];*

(mmm) 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;

(nnn) 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;

(ooo) 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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(ppp) We have no conflict of interest in accordance with ITB Sub-Clause 4.2;

(qqq) 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;

(rrr) 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 08)

*[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:

(sss) We have examined and have no reservations to the Bidding Documents, including Addenda No.: \_\_\_\_\_ *[insert the number and issuing date of each Addenda];*

(ttt) 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];*

(uuu) 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];*

(vvv) 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];*

(www) 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;

(xxx) 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;

(yyy) 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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(zzz) We have no conflict of interest in accordance with ITB Sub-Clause 4.2;

(aaaa) 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;

(bbbb) 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]*

#### Disclaimer

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## Bid Submission Form (Lot 09)

*[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:

(cccc) We have examined and have no reservations to the Bidding Documents, including Addenda No.: \_\_\_\_\_ *[insert the number and issuing date of each Addenda];*

(dddd) 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];*

(eeee) 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];*

(ffff) 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];*

(gggg) 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;

(hhhh) 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;

(iiii) 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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(jjjj) We have no conflict of interest in accordance with ITB Sub-Clause 4.2;

(kkkk) 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;

(llll) 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]*

#### Disclaimer

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## Bid Submission Form (Lot 10)

*[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:

(mmmm) We have examined and have no reservations to the Bidding Documents, including Addenda No.: \_\_\_\_\_ *[insert the number and issuing date of each Addenda];*

(nnnn) 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];*

(oooo) 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];*

(pppp) 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];*

(qqqq) 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;

(rrrr) 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;

(ssss) We, including any subcontractors or suppliers for any part of the contract, have nationality from eligible countries \_\_\_\_\_ *[insert the nationality of the Bidder,*

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*including that of all parties that comprise the Bidder, if the Bidder is a JV, and the nationality each subcontractor and supplier]*

(tttt) We have no conflict of interest in accordance with ITB Sub-Clause 4.2;

(uuuu) 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;

(vvvv) 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]*

#### Disclaimer

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## Bid Submission Form (Lot 11)

*[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:

(www) We have examined and have no reservations to the Bidding Documents, including Addenda No.: \_\_\_\_\_ *[insert the number and issuing date of each Addenda];*

(xxxx) 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];*

(yyyy) 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];*

(zzzz) 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];*

(aaaaa) 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;

(bbbbb) 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;

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(ccccc) 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]*

(ddddd) We have no conflict of interest in accordance with ITB Sub-Clause 4.2;

(eeeeee) 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;

(fffff) 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: Ndlembeni Multipurpose Cooperative

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]	Gilts	[insert quoted Delivery Date]	[2]	[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]
[2]	Weaners-6 weeks old		[50]				
[3]	Pig Ultra Grower(50kg)		[148]				
[4]	Weaner pig (50kg)		[10]				
[5]	Ivomec 100ml		[1]				
[6]	Baytril/Advocin 100ml		[3]				
[7]	Dry sow and boar (50kg)		[17]				
[8]	Multivitamin 100ml		[2]				
[9]	F-10 Disinfectant (liters)		[1]				
10	Lactating (50kg)		[8]				
						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:Ndlembeni Multipurpose Cooperative

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]	<i>Gilts and Weaners</i>	<i>[insert country of origin of the Services]</i>	<i>[insert delivery date at place of final destination per Service]</i>	<i>[insert number of units to be supplied and name of the physical unit]</i>	<i>[insert unit price per item]</i>	<i>[insert total price per item]</i>
[2]	<i>Training of the Entire Cooperative</i>					
[3]	<i>[Service]</i>					
					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: Ndlembeni Multipurpose Cooperative

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-right: 50px;">Name of Bidder _____</div> <div style="text-align: right; margin-right: 50px;">Signature of Bidder _____</div>		

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## Schedule No. 1. Price Schedule for Goods

### Lot 2: Kwakhanya Multipurpose Cooperative

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]	Weaners-6 weeks old	[insert quoted Delivery Date]	[60]	[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]
[2]	Pig grower (50kg)		[168]				
[3]	Weaner feed (50kg)		[12]				
[4]	Ivomec (100ml)		[2]				
[5]	Vaccine & medicine		[1]				
[6]	Multivitamin (100ml)		[3]				
[7]	F-10 disinfectant(liters)		[1]				
[8]	Baytril/Advocin (100mi)		[4]				
						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: Kwakhanya Multipurpose Cooperative

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]	<i>Weaners-6weeks old</i>	<i>[insert country of origin of the Services]</i>	<i>[insert delivery date at place of final destination per Service]</i>	<i>[insert number of units to be supplied and name of the physical unit]</i>	<i>[insert unit price per item]</i>	<i>[insert total price per item]</i>
[2]	<i>[Training of the Entire Cooperative]</i>					
[3]	<i>[Service]</i>					
					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: Kwakhanya Multipurpose Cooperative

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 3: *Vuka Ndvodza Usebente Multipurpose Cooperative*

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]	Weaners-4 weeks old	[insert quoted Delivery Date]	[32]	[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]
[2]	Sows		[3]				
[3]	Pig sow & Boar (50kg)		[18]				
[4]	Lactating sow (50kg)		[14]				
[5]	Pig Weaner (50kg)		[9]				
[6]	Pig Ultra Grower (50kg)		[150]				
[7]	Pig Finisher (50kg)		[33]				
[8]	Afterbirth pessaries 10		[1]				
[9]	50ml Fentocin/Oxytocin		[1]				
[10]	100ml Iron		[2]				
[11]	100ml Multivite		[2]				
[12]	100ml Vit B complex		[2]				
[13]	500ml Ivomec		[1]				

[14]	385ml Supona aerosol		[4]				
[15]	Advocin		[2]				
[16]	5l Pig pour on		[1]				
[17]	5l virakil		[1]				
[18]	18g needle packet of 100		[1]				
[19]	10ml Syringes packet of 100		[1]				
[20]	2ml Syringes packet of 100		[1]				
[21]	Gloves packet		[1]				
[22]	Tooth Clipper		[2]				
[23]	100ml Penicilin		[3]				
[24]	100ml Terramycin		[3]				
[25]	Scrubbing broom		[2]				
[26]	Dustpan		[2]				
						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: *Vuka Ndvodza Usebente Multipurpose Cooperative*

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]	<i>Weaners and Sows and medication</i>	<i>[insert country of origin of the Services]</i>	<i>[insert delivery date at place of final destination per Service]</i>	<i>[insert number of units to be supplied and name of the physical unit]</i>	<i>[insert unit price per item]</i>	<i>[insert total price per item]</i>
[2]	<i>[Training of operator Entire Cooperative]</i>					
[3]	<i>[Service]</i>					
					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: *Vuka Ndvodza Usebente* Multipurpose Cooperative

Item	Description	Total Price
		Eswatini Emalangen
	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-right: 100px;">Name of Bidder _____</div> <div style="text-align: right; margin-right: 100px;">Signature of Bidder _____</div>		

## Schedule No. 1. Price Schedule for Goods

### Lot 4: *Litsemba Alibulali Multipurpose Cooperative*

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]	<i>Ngoni female Cow</i>	<i>[insert quoted Delivery Date]</i>	<i>[50]</i>	<i>[insert unit price]</i>	<i>[insert total price per line item]</i>	<i>[insert sales and other taxes payable per line item if Contract is awarded]</i>	<i>[insert total price per item]</i>
[2]	<i>Nguni Bull</i>		<i>[2]</i>				
[3]	<i>Alzu protein blocks 20kg</i>		<i>[4]</i>				
[4]	<i>Nutri tub {50kg}</i>		<i>[2]</i>				
[5]	<i>Barbed wire 2.5*540*50kg</i>		<i>[50]</i>				
[6]	<i>Pole treated 100-125 2.4m</i>		<i>[2000]</i>				
[7]	<i>Fencing staples Galv (500g) 40mm</i>		<i>[10]</i>				
						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: *Litsemba Alibulali Multipurpose Cooperative*

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]	<i>Nguni bulls/ females</i>	<i>[insert country of origin of the Services]</i>	<i>[insert delivery date at place of final destination per Service]</i>	<i>[insert number of units to be supplied and name of the physical unit]</i>	<i>[insert unit price per item]</i>	<i>[insert total price per item]</i>
[2]	<i>[Training of entire Cooperative]</i>					
[3]	<i>Medication</i>					
[4]	<i>Fencing material</i>					
[5]	<i>[other related Service]</i>					
					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: *Litsemba Alibulali* Multipurpose Cooperative

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 5: *Vuka Ndaba* Multipurpose Cooperative

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]	<i>Steers-12months old or above</i>	<i>[insert quoted Delivery Date]</i>	<i>[60]</i>	<i>[insert unit price]</i>	<i>[insert total price per line item]</i>	<i>[insert sales and other taxes payable per line item if Contract is awarded]</i>	<i>[insert total price per item]</i>
[2]	<i>Cevamic 1% 500ml</i>		<i>[1]</i>				
[3]	<i>Vitamin B Complex Bucenta</i>		<i>[10]</i>				
[4]	<i>Duovax 100ml</i>		<i>[1]</i>				
[5]	<i>Iodine Salt course 50kg</i>		<i>[10]</i>				
[6]	<i>Veld span Ref 13-188- 15-100m</i>		<i>[7]</i>				
[7]	<i>Treated poles 100-125 ,2.4m</i>		<i>[18]</i>				
[8]	<i>Treated Poles 75-100, 2.4m</i>		<i>[96]</i>				
[9]	<i>Galvanised wire 3.15mm-50kg</i>		<i>[3]</i>				
[10]	<i>Galvanised wire 1.6mm- 5kg</i>		<i>[1]</i>				
[11]	<i>Staples 32mm*3.15mm*1kg</i>		<i>[5]</i>				
[12]	<i>Round wire nails 125mm*1kg</i>		<i>[2]</i>				

[13]	Water tank 2500l		[1]				
[14]	Water tank 5000l		[1]				
[15]	Tape Bb brass horse Agri 208 20mm		[1]				
[16]	Bush Reducing nyl 40*20mm		[1]				
[17]	Thread seal tape light duty		[2]				
[18]	Pipe HDPE CLASS 10 32MM*100MM		[2]				
[19]	Tee female plasson 32*32*32mm*100m		[2]				
[20]	Elbow plasson 32mm		[2]				
[21]	Adaptor male plasson 32mm		[2]				
[22]	Stand pipe galvanised 20*1000mm		[2]				
[23]	Elbow galavanised f/f 20mm		[2]				
[24]	Hose pipe dragline 5yr 20*50m		[1]				
						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 5: *Vuka Ndaba Multipurpose Cooperative*

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]	<i>Steers -12months old and above</i>	<i>[insert country of origin of the Services]</i>	<i>[insert delivery date at place of final destination per Service]</i>	<i>[insert number of units to be supplied and name of the physical unit]</i>	<i>[insert unit price per item]</i>	<i>[insert total price per item]</i>
[2]	<i>Cevamic 1% 500ml</i>					
[3]	<i>Animal Medication, and Vaccines</i>					
[4]	<i>Fencing material</i>					
[5]	<i>Training of the entire Association</i>					
[6]	<i>[other related Services]</i>					
					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 5: *Vuka Ndaba* Multipurpose Cooperative

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 6: *Corridor Trading Pty 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]	50 kg Red Speckled Beans	[insert quoted Delivery Date]	[680]	[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]
[2]	50kg Split Sugar Beans	[insert quoted Delivery Date]	[680]				
[3]	50kg Peanuts	[insert quoted Delivery Date]	[680]				
						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 6: *Corridor Trading Pty 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]	50 kg Red Speckled Beans	[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]	50kg Split Sugar Beans					
[3]	50kg Peanuts					
[4]	Training of the entire Cooperative					
[4]	Services					
<b>TOTAL (to Schedule No. 3 Grand Summary)</b>						

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

**Lot 6: *Corridor Trading Pty Ltd***

Item	Description	Total Price
		Eswatini Emalangeneni
	<p>Total Schedule No. 1. Price Schedule for Goods Abroad</p>  <p>Total Schedule No. 2. Price and Completion Schedule for Related Services</p>	
<b>TOTAL (to Bid Submission Form)</b>		
		<p>Name of Bidder _____</p> <p>Signature of Bidder _____</p>



## Schedule No. 1. Price Schedule for Goods

### Lot 7: *Ntsanjeni Farmers Cooperative Multipurpose Cooperative*

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]	<i>Nguni-Brahman 3-4 years old</i>	<i>[insert quoted Delivery Date]</i>	<i>[30]</i>	<i>[insert unit price]</i>	<i>[insert total price per line item]</i>	<i>[insert sales and other taxes payable per line item if Contract is awarded]</i>	<i>[insert total price per item]</i>
[2]	<i>Pure Brahman 3-4 years</i>	<i>[insert quoted Delivery Date]</i>	<i>[20]</i>				
						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 7: *Ntsanjeni Farmers Cooperative*

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]	<i>Nguni-Brahman 3-4 years old</i>	<i>[insert country of origin of the Services]</i>	<i>[insert delivery date at place of final destination per Service]</i>	<i>[insert number of units to be supplied and name of the physical unit]</i>	<i>[insert unit price per item]</i>	<i>[insert total price per item]</i>
[2]	<i>Pure Brahman 3-4 years</i>					
[3]	<i>Training of the entire Cooperative</i>					
[4]	<i>[Other Related Service]</i>					
					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. 1. Price Schedule for Goods

### Lot 8: *Sicu Sethu Investments*

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]	<i>Steers, Bulls or Ox</i>	<i>[insert quoted Delivery Date]</i>	<i>[110]</i>	<i>[insert unit price]</i>	<i>[insert total price per line item]</i>	<i>[insert sales and other taxes payable per line item if Contract is awarded]</i>	<i>[insert total price per item]</i>
[2]	<i>Ivomec super 500ml</i>		<i>[1]</i>				
[3]	<i>Bayer Hi-Tet 120 500ml</i>		<i>[2]</i>				
[4]	<i>Vit B Complex Rucenta</i>		<i>[5]</i>				
[5]	<i>Vaccine MSD Supavax 25D</i>		<i>[4]</i>				
[6]	<i>Vaccine MSD lumpyvax 100D</i>		<i>[1]</i>				
[7]	<i>Alzu protein block 20kg</i>		<i>[4]</i>				
[8]	<i>Novartis Ektoban 20lt</i>		<i>[1]</i>				
[9]	<i>Afrivet- Ecomectin 1% liter</i>		<i>[1]</i>				
[10]	<i>Zoetis Supona Aerosol 385ml</i>		<i>[5]</i>				
						<b>TOTAL (to Schedule No. 3 Grand Summary)</b>	

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 8: *Sicu Sethu Investments*

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]	<i>Steers, Bulls or Ox</i>	<i>[insert country of origin of the Services]</i>	<i>[insert delivery date at place of final destination per Service]</i>	<i>[insert number of units to be supplied and name of the physical unit]</i>	<i>[insert unit price per item]</i>	<i>[insert total price per item]</i>
[2]	<i>Animal medication and vaccine</i>					
[3]	<i>Training of the entire Association</i>					
[4]	<i>[Other related Service]</i>					
					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 8: *Sicu Sethu Investments*

Item	Description	Total Price
		Eswatini Emalangen
	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)		
		<p style="text-align: center;">Name of Bidder _____</p> <p style="text-align: center;">Signature of Bidder _____</p>

## Schedule No. 1. Price Schedule for Goods

### Lot 9: *Lanyandza Farmers Multipurpose Cooperative*

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]	Bull cow	[insert quoted Delivery Date]	[25]	[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]
[2]	Fattening ration 40kg	[insert quoted Delivery Date]	[10]				
[3]	Chop Homily 25kg	[insert quoted Delivery Date]	[1]				
[4]	Beef maker 50kg	[insert quoted Delivery Date]	[155]				
[5]	Trio sure 250ml	[insert quoted Delivery Date]	[2]				
[6]	Ivomec super 50ml	[insert quoted Delivery Date]	[2]				
[7]	Vitamin AD3E 100ml	[insert quoted Delivery Date]	[2]				
[8]	Liquid paraffin	[insert quoted Delivery Date]	[1]				
[9]	Cevamec1% 500ml	[insert quoted Delivery Date]	[1]				
						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 9: *Lanyandza Farmers Multipurpose Cooperative*

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]	<i>Bull cow</i>	<i>[insert country of origin of the Services]</i>	<i>[insert delivery date at place of final destination per Service]</i>	<i>[insert number of units to be supplied and name of the physical unit]</i>	<i>[insert unit price per item]</i>	<i>[insert total price per item]</i>
[2]	<i>Animal medication and vaccine</i>					
[3]	<i>Training of the entire Cooperative</i>					
[4]	<i>[Other Related Service]</i>					
					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]*

### **Lot 9: *Lanyandza Farmers* Multipurpose Cooperative**

Item	Description	Total Price
		Eswatini Emalangeni
	<p>Total Schedule No. 1. Price Schedule for Goods Abroad</p>  <p>Total Schedule No. 2. Price and Completion Schedule for Related Services</p>	
<b>TOTAL (to Bid Submission Form)</b>		
		<p>Name of Bidder _____</p> <p>Signature of Bidder _____</p>

## Schedule No. 1. Price Schedule for Goods

### Lot 10: *Forward Ever Multipurpose Cooperative*

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]	Weaners	[insert quoted Delivery Date]	[20]	[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]
[2]	Female Cows		[19]				
[3]	Bull Braham		[1]				
[4]	Beef Fattening 40kg		[837]				
[5]	Molasses Meal bag 40kg		[837]				
[6]	Beef Maker 40kg		[670]				
[7]	Supavax 100ml(50doses)		[1]				
[8]	Lumoyvax 20ml+7ml(20doses)		[2]				
[9]	Kyroligo 100ml		[1]				
[10]	Cevamec 1% 500ml		[1]				
[11]	Syringe Luer 10ml		[1]				
[12]	Syringe Luer 20ml		[1]				



[13]	Luer needles		[24]				
[14]	Supona Aerosol 385ml		[1]				
[15]	Tactic mo (cattle spray) 5l		[1]				
[16]	Kauf Knapsack Sprayer 16l		[1]				
[17]	Beefpro 14 Fattening		[28]				
[18]	Top chops 25kg		[1]				
[19]	Nutri Tub Protein 45kg		[1]				
[20]	2450*76*2mm Cnr Str post /9.35kg		[4]				
[24]	2450*76*2mm Cnr Str Post/9.35		[32]				
[25]	1800*75*2.50mm D mesh 61kg/30m		[60]				
[26]	4.00mm D Galv wire/50kg roll		[10]				
[27]	2450 Y standard/4.9kg		[324]				
[28]	2450*38*1.6mm Stay/3.95		[72]				
[29]	M10 Galvanised Nut/0.01kg		[36]				
[30]	M10*100 Galvanised Bolt /0.06kg		[36]				
[31]	1.60mm D Galv wire /5kg Roll		[5]				
[32]	4000w*1800 H Mesh Gate with Ped /47.2 kg		[2]				
						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 10: *Forward Ever Multipurpose Cooperative*

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]	<i>Weaners , Female cows and bull brahman</i>	<i>[insert country of origin of the Services]</i>	<i>[insert delivery date at place of final destination per Service]</i>	<i>[insert number of units to be supplied and name of the physical unit]</i>	<i>[insert unit price per item]</i>	<i>[insert total price per item]</i>
[2]	<i>Animal Feed &amp; vaccines</i>					
[3]	<i>Fencing Material</i>					
[4]	<i>Training of the entire Cooperative</i>					
[5]	<i>[Service]</i>					
					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 10: *Forward Ever Multipurpose Cooperative*

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-right: 100px;">Name of Bidder _____</div> <div style="text-align: right; margin-right: 100px;">Signature of Bidder _____</div>		

## Schedule No. 1. Price Schedule for Goods

### Lot 11: *Zemano Multipurpose Cooperative*

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]	Mobile Kitchen 4.5m*1.8m*2m	[insert quoted Delivery Date]	[4]	[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]
[2]	Mobile Freezers/Cold- room	[insert quoted Delivery Date]	[4]				
[3]	Bull( Slaughtering purposes)	[insert quoted Delivery Date]	[2]				
[4]	Hot Food Bars Anvil Double pan with 5meters complementary extension cable	[insert quoted Delivery Date]	[4]				
[5]	Ice cream Machine- Single flavour	[insert quoted Delivery Date]	[4]				
[6]	R Mart Parboiled Rice 50kg	[insert quoted Delivery Date]	[8]				
[7]	Shanu Maize Meal 50kg	[insert quoted Delivery Date]	[8]				
[8]	Sunny Sugar Beans 25kg	[insert quoted Delivery Date]	[16]				
[9]	Sunny Brown Sugar 25kg	[insert quoted Delivery Date]	[16]				
[10]	Sun sun Cooking Oil 20lt		[8]				

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TOTAL (to Schedule No. 3 Grand Summary)	
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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 11: *Zemano Multipurpose Cooperative*

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]	Mobile Kitchen 3.5m*1.8m*1.9 with trailers	[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]	Mobile Freezers/Cold-room)					
[3]	Bull( Slaughtering purposes)					
[4]	Hot Food Bars Anvil Double pan with 5meters complementary extension cable					
[5]	Ice cream Machine- Single flavour					
[6]	R Mart Parboiled Rice 50kg					
[7]	Shanu Maize Meal 50kg					
[8]	Sunny Sugar Beans 25kg					
[9]	Sunny Brown Sugar 25kg					
[10]	Sun sun Cooking Oil 20lt					
[11]	Training of the entire Cooperative					
[12]	Other Related services					



TOTAL (to Schedule No. 3 Grand Summary)	
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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 11: Zemano Multipurpose Cooperative

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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## 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)]*

### Disclaimer

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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

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## 2. List of Goods and Delivery Schedule

### Lot 1: *Ndlembeni* Multipurpose Cooperative

*[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	Gilts and Weaners	1	No.	<i>Ndlembeni Multipurpose Cooperative office Premises under Nkomiyahlaba Inkhundla in the Manzini Region</i>	08 <sup>th</sup> July 2025	08 <sup>th</sup> July 2025	
2	Animal Feed and vaccines	1	No.		08 <sup>th</sup> July 2025	08 <sup>th</sup> July 2025	
3		1	No.				
4		1					

## 2. List of Related Services and Completion Schedule

### Lot 1: *Ndlembeni* Multipurpose Cooperative

*[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 <sup>1</sup>	Physical Unit	Place where Services shall be performed	Final Completion Date(s) of Services
1	Gilts and Weaners		No.	Supplier's premises	08 <sup>th</sup> July 2025
2	Animal Feed and vaccines		No.	Supplier's premises	08 <sup>th</sup> July 2025
3	Training of operators and EOG	Operators and Entire Cooperative	No.	Beneficiary's Premises	08 <sup>th</sup> July 2025

1. If applicable

## 2. List of Goods and Delivery Schedule

### Lot 2: *Kwakhanya* Multipurpose Cooperative

*[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	Weaners	60	No.	<i>Kwakhanya Multipurpose Cooperative office Premises under Ntontozi Inkhundla in the Manzini Region</i>	08 <sup>th</sup> July 2025	08 <sup>th</sup> July 2025	08 <sup>th</sup> July 2025
2	Animal medication	180 bags	No.		08 <sup>th</sup> July 2025	08 <sup>th</sup> July 2025	08 <sup>th</sup> July 2025
3	Water Tanks and accessories		No.				
4			No.				
5			No.				
6			No.				

## 2. List of Related Services and Completion Schedule

### Lot 2: *Kwakhanya* Multipurpose Cooperative

*[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 <sup>1</sup>	Physical Unit	Place where Services shall be performed	Final Completion Date(s) of Services
1		1	No.	Supplier's premises	08 <sup>th</sup> July 2025
2		1	No.	Supplier's premises	08 <sup>th</sup> July 2025
3	Training of operators and EOG	Operators and Entire Cooperative	No.	Beneficiary's Premises	08 <sup>th</sup> July 2025

2. If applicable

## 2. List of Goods and Delivery Schedule

### Lot 3: *Vuka Ndvodza Usebente* Multipurpose Cooperative

*[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	Sows And Weaners	3&32	No.	<i>Vuka Ndvodza Usebente Multipurpose Cooperative office Premises under Kukhanyeni Inkhundla in the Manzini Region</i>	08 <sup>th</sup> July 2025	08 <sup>th</sup> July 2025	
2	Animal feed and vaccines	1	No.		08 <sup>th</sup> July 2025	08 <sup>th</sup> July 2025	
3		1	No.		08 <sup>th</sup> July 2025	08 <sup>th</sup> July 2025	
4		1	No.				
5		1	No.				
6		1	No.				

## 2. List of Related Services and Completion Schedule

### Lot 3: *Vuka Ndvodza Usebente* Multipurpose Cooperative

*[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 <sup>1</sup>	Physical Unit	Place where Services shall be performed	Final Completion Date(s) of Services
1		1	No.	Supplier's premises	08 <sup>th</sup> July 2025
2		1	No.	Beneficiary's Premises	08 <sup>th</sup> July 2025
3	Training of operators and EOG	Operators and Entire Cooperative	No.	Beneficiary's Premises	08 <sup>th</sup> July 2025

3. If applicable

## 2. List of Goods and Delivery Schedule

### Lot 4: *Litsemba Alibulali* Multipurpose Cooperative

*[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	Nguni female cow	50	No.	<i>Litsemba Alibulali Multipurpose Cooperative office Premises under Phondo Inkhundla in the Manzini Region</i>	08 <sup>th</sup> July 2025	08 <sup>th</sup> July 2025	
	Nguni Bulls	2	No.		08 <sup>th</sup> July 2025	08 <sup>th</sup> July 2025	
	Alzu protein blocks 20kg	4	No		08 <sup>th</sup> July 2025	08 <sup>th</sup> July 2025	
	Arr- nutri Tub 50kg	2	No.		08 <sup>th</sup> July 2025	08 <sup>th</sup> July 2025	

## 2. List of Related Services and Completion Schedule

### Lot 4: *Litsemba Alibulali* Multipurpose Cooperative

*[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 <sup>1</sup>	Physical Unit	Place where Services shall be performed	Final Completion Date(s) of Services
1		1	No.	Supplier's premises	08 <sup>th</sup> July 2025
2	Training of operators and EOG	Operators and Entire Cooperative	No.	Beneficiary's Premises	08 <sup>th</sup> July 2025

4. If applicable



## 2. List of Goods and Delivery Schedule

### Lot 5: *Vuka Ndaba* Multipurpose Cooperative

*[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	Steers  Animal feed, medication and vaccines	60	No.	<i>Vuka Ndaba Multipurpose Cooperative office Premises under Mafutseni Inkhundla in the Manzini Region</i>	08 <sup>th</sup> July 2025	08 <sup>th</sup> July 2025	

## 2. List of Related Services and Completion Schedule

### Lot 5: *Vuka Ndaba* Multipurpose Cooperative

*[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 <sup>1</sup>	Physical Unit	Place where Services shall be performed	Final Completion Date(s) of Services
1		1	No.	Supplier's premises	08 <sup>th</sup> July 2025
2	Training of operators and EOG	Operators and Entire Cooperative	No.	Beneficiary's Premises	08 <sup>th</sup> July 2025

5. If applicable

## 2. List of Goods and Delivery Schedule

### Lot 6: *Corridor Trading Pty 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[to be provided by the bidder]
1	Beans and peanuts	1	No.	Corridor trading Pty ltd office Premises under Kwaluseni Inkhundla in the Manzini Region	08 <sup>th</sup> July 2025	08 <sup>th</sup> July 2025	

## 2. List of Related Services and Completion Schedule

### Lot 6: *Corridor Trading Pty 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 No.	Description of Service	Quantity <sup>1</sup>	Physical Unit	Place where Services shall be performed	Final Completion Date(s) of Services
1		1	No.	Supplier's premises	08 <sup>th</sup> July 2025
2	Training of operators and EOG	Operators and Entire Cooperative	No.	Beneficiary's Premises	08 <sup>th</sup> July 2025

If applicable`

## 2. List of Goods and Delivery Schedule

### Lot 7: *Ntsanjeni farmers Cooperative*

*[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	Steers , Bulls, Oxen Animal feed and Medication	1	No.	<i>Ntsanjeni Farmers Cooperative Premises under Ndzingeni Inkhundla in the Hhohho Region</i>	08 <sup>th</sup> July 2025	08 <sup>th</sup> July 2025	

## 2. List of Related Services and Completion Schedule

### Lot 7: *Ntsanjeni farmers Cooperative*

*[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 <sup>1</sup>	Physical Unit	Place where Services shall be performed	Final Completion Date(s) of Services
1		1	No.	Supplier’s premises	08 <sup>th</sup> july 2025
2	Training of operators and EOG	Operators and Entire Cooperative	No.	Beneficiary’s Premises	08 <sup>th</sup> july 2025

If applicable`

## 2. List of Goods and Delivery Schedule

### Lot 8: *Sicu setfu Investments*

*[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	Steers, bulls , Ox Animal Medication and vaccines	1	No.	<i>Sicu Setfu office Premises under Manzini North Inkhundla in the Manzini Region</i>	08 <sup>th</sup> July 2025	08 <sup>th</sup> July 2025	

## 2. List of Related Services and Completion Schedule

### Lot 8: *Sicu Setfu Investments*

*[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 <sup>1</sup>	Physical Unit	Place where Services shall be performed	Final Completion Date(s) of Services
1		1	No.	Supplier's premises	08 <sup>th</sup> July 2025
2	Training of operators and EOG	Operators and Entire Cooperative	No.	Beneficiary's Premises	08 <sup>th</sup> July 2025

If applicable`

## 2. List of Goods and Delivery Schedule

### Lot 9: *Lanyandza Farmers Multipurpose Cooperative*

*[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	Steers , Steers and Ox	1	No.	<i>Lanyandza Farmers' Cooperative office Premises under Ndzingeni Inkhundla in the Hhohho Region</i>	08 <sup>th</sup> July 2025	08 <sup>th</sup> July 2025	

## 2. List of Related Services and Completion Schedule

### Lot 9: *Lanyandza Farmers Multipurpose Cooperative*

*[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 <sup>1</sup>	Physical Unit	Place where Services shall be performed	Final Completion Date(s) of Services
1		1	No.	Supplier's premises	08 <sup>th</sup> July 2025
2	Training of operators and EOG	Operators and Entire Cooperative	No.	Beneficiary's Premises	08 <sup>th</sup> July 2025

If applicable`

## 2. List of Goods and Delivery Schedule

### Lot 10: *Forward Ever Multipurpose Cooperative*

*[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 No	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	Cows , Animal feed and Medication	1	No.	<i>Forward Ever Multipurpose Cooperative office Premises under Mpolonjeni Inkhundla in the Lubombo Region</i>	08 <sup>th</sup> July 2025	08 <sup>th</sup> July 2025	

## 2. List of Related Services and Completion Schedule

### Lot 10: *Forward Ever Multipurpose Cooperative*

*[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 <sup>1</sup>	Physical Unit	Place where Services shall be performed	Final Completion Date(s) of Services
1		1	No.	Supplier's premises	08 <sup>th</sup> July 2025
2	Training of operators and EOG	Operators and Entire Cooperative	No.	Beneficiary's Premises	08 <sup>th</sup> July 2025

If applicable`

## 2. List of Goods and Delivery Schedule

### Lot 11: *Zemano Multipurpose Cooperative*

*[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	Mobile Kitchen	4	No.	<i>Zemano Multipurpose Cooperative office Premises under Dvokodvweni Inkhundla in the Lubombo Region</i>	08 <sup>th</sup> July 2025	08 <sup>th</sup> July 2025	
	Mobile Freezers	4					
	Bull (Slaughtering purposes)	2					
	Hot Food Bars Anvil Double pan with	4					
	5meters complementary extension cable Ice cream Machine- Single flavour						

## 2. List of Related Services and Completion Schedule

### Lot 11: *Zemano Multipurpose Cooperative*

*[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 <sup>1</sup>	Physical Unit	Place where Services shall be performed	Final Completion Date(s) of Services
1	Mobile Kitchen,	4	No.	Supplier's premises	08 <sup>th</sup> July 2025
2	Mobile Freezers	4			08 <sup>th</sup> July 2025
3	Ice Cream Machine single flavor	4			08 <sup>th</sup> July 2025
4	Hot Food Bars Anvil double pan with 5m complementary extension cable	4			08 <sup>th</sup> July 2025
5	Grocery Stock Item				



## Technical Specifications

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

### Specifications for Piggery and Livestock

#### Scope

Note: The technical description (specification) is illustrative and not intended to fix a particular type or breed. Any acceptable livestock 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 breed offered do not fully comply with or have different features to those specified below all such variations must be fully documented in the tender submission.

This specification covers the general requirements for the supply of breeding stock, Nguni cow's gilts and sours suitable for Business farmers with the mission of establishing a feedlot in their communities to generate income.

#### 1. General

A cow or pig shall be healthy and active except in respect of the inclusion of those additional features listed below in the specification requirement table. A Bidder awarded Lot 1, Lot 2, Lot 3, Lot 4, Lot 5, Lot 7 and or Lot 8, Lot 9, Lot10 shall confirm the standards set in the technical specifications of the animal. In the event the animals are not compatible, the Bidder shall be liable to rectify the incompatibility appropriately at his own costs.

#### A.General Features

##### .1. Cow – Unbruised

- *Un deformed*
- *Active*
- *Healthy*
- *Shiny and smooth coat*
- *Regular Movements*
- *Soft Dung*
- *Clear Urine*
- *Bright Eyes*
- *Between 2-3 years*

##### .2. Weaners

- *Un deformed*
- *Active*

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- *Healthy*
- *Shiny and smooth coat*
- *Regular Movements*
- *Soft Dung*
- *Clear Urine*
- *Bright Eyes*
- *Between 4-6 weeks old*

### **.3.Gilts**

- *Mammary Development and teat quality*
- *Breeding Potential*
- *Stress free symptoms*
- *Un deformed*
- *Active*
- *Healthy*
- *Shiny and smooth coat*
- *Regular Movements*
- *Soft Dung*
- *Clear Urine*
- *Bright Eyes*
- *Between 4-6 weeks old*

### **.4.Animal feed**

- *2 months away from expiry date*
- *0%moisture*

### **5.Fencing Material must be fully galvanised**

- *High Quality tanks and accessories*

### **6.Beans and peanuts**

- *Dried with no moisture*
- *Grown to full maturity*
- *Shelled from their pods*
- *Red speckled sugar beans*
- *0% shrivelled looking*
- *0% cracked or broken*
- *Not less than one-year shelf life*
- *Light coloured as opposed to dark*
- *Medium sized beans*

## **B. Training of EOG and Compliance**

- .1. *Supplier shall train the EOG on the animal keeping and feedlot prior to delivery.*
- .2. *Furnish EOG with Precautionary measures involved when gilts give birth*

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- .3. *Supplier shall maintain the same Livestock tags as per EOG viewing*
- .4. *Supplier shall oversee that the overall stock removal Permit process is carried out timeously and is registered **UNDER** the name of the EOG.*
- .5. *Registration of Equipment to be done before delivery*
- .6. *Equipment should be branded both side*
- .7. *A high quality permanent adhesive stickers shall be used.*
- .8. *Supplier shall train the Driver and EOG on the day of mobile kitchen and mobile freezers delivery.*
- .9. *The Driver and the EOG shall be trained in the presence a representative of the Relevant line Ministry and the purchaser.*
- .10. *The Driver shall be submitted by the Eswatini Organized Group.*
- .11. *A competency certificate shall be appropriately issued by the Supplier to the Eswatini Organized Group.*
- .12. *The EOG shall submit all documents required for the **mobile equipments** registration to the supplier not later than seven 7 working days of being informed by the purchaser.*
- .13. *Trailer branded on the rear and both sides*
- .14. *A high quality permanent adhesive stickers shall be used*

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*Please complete and return the following table to indicate the degree of compliance with the specification requirements of all the lots.*

Item no:	Specification Requirement for Bullocks, Steers, Ox or Bulls	Response By Supplier
1	<i>Unbruised</i>	Yes /No
2	<i>Uncastrated preferably</i>	Yes /No
3	<i>Between 2-3 years</i>	Yes /No
4	<i>Cattle with humps</i>	Yes /No
5	<i>Bright and alert eyes</i>	Yes /No
6	<i>Clear Urine</i>	Yes /No
7	<i>Soft dung</i>	Yes /No
8	<i>Regular movement</i>	Yes /No
9	<i>Shiny and smooth coat</i>	Yes /No
10	<i>EOG training</i>	Yes /No
	<b><i>Specification Requirement for Sows</i></b>	
11	<i>Unbruised</i>	Yes /No
12	<i>Un deformed</i>	Yes /No
13	<i>Good and healthy</i>	Yes /No
14	<i>Bright and alert eyes</i>	Yes /No
15	<i>Clear Urine</i>	Yes /No
16	<i>Soft dung</i>	Yes /No
17	<i>Regular movement</i>	Yes /No
18	<i>Shiny and smooth coat</i>	Yes /No
	<b><i>Specification Requirement for Weaners</i></b>	
19	<i>Stress free symptoms</i>	Yes /No
20	<i>Unbruised</i>	Yes /No
21	<i>Un deformed</i>	Yes /No
22	<i>Good and healthy</i>	Yes /No
23	<i>Bright and alert eyes</i>	Yes /No
24	<i>Clear Urine</i>	Yes /No
25	<i>Good appetite</i>	Yes /No
26	<i>Regular movement</i>	Yes /No
27	<i>Shiny and smooth coat</i>	Yes /No
	<b><i>Specification Requirement for Gilts</i></b>	
28	<b><i>Breeding potential</i></b>	Yes /No

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29	<i><b>Mammary development and teat quality</b></i>	Yes /No
30	<i>Stress free symptoms</i>	Yes /No
31	<i>Unbruised</i>	Yes /No
32	<i>Un deformed</i>	Yes /No
33	<i>Good and healthy</i>	Yes /No
34	<i>Bright and alert eyes</i>	Yes /No
35	<i>Clear Urine</i>	Yes /No
36	<i>Good appetite</i>	Yes /No
37	<i>Regular movement</i>	Yes /No
38	<i>Shiny and smooth coat</i>	Yes /No
	<b>Specification Requirement for Nguni cows</b>	
39	<i>Well-pigmented,</i>	Yes /No
40	<i>Motile hide of medium thickness</i>	Yes /No
41	<i>Short , shiny and smooth Coat</i>	Yes /No
42	<i>Unbruised</i>	Yes /No
43	<i>Un deformed</i>	Yes /No
44	<i>Good and healthy</i>	Yes /No
45	<i>Bright and alert eyes</i>	Yes /No
46	<i>Clear Urine</i>	Yes /No
47	<i>Soft dung</i>	Yes /No
48	<i>Regular movement</i>	Yes /No
49	<i>Shiny and smooth coat</i>	Yes /No
50	<i>Fine and glossy (oily)</i>	Yes /No
51	<i>Coal patterns are legion</i>	Yes /No
	<b>Specification Requirement for Bean and peanuts</b>	Yes /No
52	<i>Dried with no moisture</i>	Yes /No
53	<i>Grown to full maturity</i>	Yes /No
54	<i>shelled from their pods</i>	Yes /No
55	<i>Red Speckled sugar beans</i>	Yes /No
56	<i>0% shriveled looking and 0% cracked or broken</i>	Yes /No
57	<i>Medium sized beans</i>	Yes /No
58	<i>Not less than One year shelf life</i>	Yes /No
59	<i>Light coloured as opposed to dark</i>	Yes /No
60	<i>Technical specification and Drawings</i>	Yes /No

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61	<i>EOG training</i>	<i>Yes /No</i>
	<b><i>Specification Requirement for Mobile kitchen</i></b>	
62	<b><i>Outside:1.9 ton axle single</i></b>	<i>Yes /No</i>
63	<i>"14 tyre new</i>	<i>Yes /No</i>
64	<i>14 ream new</i>	<i>Yes /No</i>
65	<i>4.5m*1.8m*2m</i>	
66	<i>gas cylinder cage</i>	<i>Yes /No</i>
67	<i>Jockey wheel</i>	<i>Yes /No</i>
68	<i>two jack stands @rear</i>	<i>Yes /No</i>
69	<i>Mud guard</i>	<i>Yes /No</i>
	<b><i>Inside :</i></b>	<i>Yes /No</i>
70	<i>Two plate burner Stove</i>	<i>Yes /No</i>
71	<i>Potato Slicer</i>	<i>Yes /No</i>
72	<i>Double sink</i>	<i>Yes /No</i>
73	<i>Interior Light rechargeable</i>	<i>Yes /No</i>
74	<i>Fire Extinguisher</i>	<i>Yes /No</i>
75	<i>Stool</i>	<i>Yes /No</i>
76	<i>20l container</i>	<i>Yes /No</i>
77	<i>Serving table and counter</i>	<i>Yes /No</i>
78	<i>Registration of Mobile freezer</i>	<i>Yes /No</i>
79	<i>Two openings</i>	<i>Yes /No</i>
80	<i>Lockable door rear</i>	<i>Yes /No</i>
81	<i>All grid floor</i>	<i>Yes /No</i>
82	<i>Three layer shelves</i>	<i>Yes /No</i>
83	<i>Space for refrigerator</i>	<i>Yes /No</i>
84	<i>Insulated Mobile kitchen</i>	<i>Yes /No</i>
85	<i>4Stabilizer legs</i>	<i>Yes /No</i>
86	<i>Technical specification and Drawings</i>	<i>Yes /No</i>
87	<i>Vinyl branding on two sides</i>	<i>Yes /No</i>
88	<i>Manufacturer's authorization</i>	<i>Yes /No</i>
89	<i>EOG and Operators training</i>	<i>Yes /No</i>
90	<i>2years minimum warranty</i>	<i>Yes /No</i>
	<b><i>Specification Requirement for Hot Food Bars Anvil Double pan with 5m complementary extension cable</i></b>	<i>Yes /No</i>

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91	Curved front glass providing great display of product and acting as a sneeze guard	Yes /No
92	Counter top Size 1500mm ,Counter top unit can be fitted on or into counter	Yes /No
93	Robust Stainless Steel construction	Yes /No
94	Temperature range 40-75 degrees Celsius,	Yes /No
95	Specially designed element to ensure excellent heat distribution	Yes /No
96	Adjustable feet for levelling on uneven surfaces	Yes /No
97	Grade 304 Stainless Steel Interior	Yes /No
98	Digital display and temperature control for high accuracy	Yes /No
99	Illuminated via fluorescent lighting for perfect product presentation	Yes /No
100	Technical specifications and Drawings	Yes /No
101	Manufacturer's authorization	Yes /No
102	2years minimum warranty	Yes /No
103	EOG and Operators training	Yes /No
	<b>Specification Requirement for Ice Cream Machine</b>	Yes /No
104	Size:400*700*730mm	Yes /No
105	Voltage 220W	Yes /No
106	Power 1.8KW	Yes /No
107	Refrigerant :R404A	Yes /No
108	Single Flavour	Yes /No
109	Power source - Electric	Yes /No
110	26liters /hour	Yes /No
111	EOG and Operators training	Yes /No
112	Technical specification and drawings(attach proof)	Yes /No
	<b>Specification Requirement for Mobile Cold-room/Freezer</b>	Yes /No
113	2m*1.6m*1.8m	Yes /No
114	Chromadek body	Yes /No

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115	100mm panel	Yes /No
116	13" tyre built in with 75mm insulated panels	Yes /No
117	cools to minus 8degrees celcius	Yes /No
118	Single Axle mobile freezer	Yes /No
119	Vinly branding on two sides	Yes /No
120	1 fan blower Medeum	Yes /No
121	1 horse power	Yes /No
122	220V AC	Yes /No
123	Thermostat and thermometer	Yes /No
124	Electricity socket for dual power usage	Yes /No
125	solar panel and battery	Yes /No
126	Technical Specification and Drawings ((attach proof)	Yes /No
127	Manufacturer's authorization( attach proof)	Yes /No
128	2years warranty	Yes /No
129	Registration of Mobile freezer	Yes /No
130	EOG and Operators training	Yes /No
	<b>Specification Requirement Animal feed &amp;Medication</b>	Yes /No
131	<i>Fattening ration 40kg</i>	Yes /No
132	<i>Chop Homily 25kg</i>	Yes /No
133	<i>Beef maker 50kg</i>	Yes /No
134	<i>Trio sure 250ml</i>	Yes /No
135	<i>Ivomec super 50ml</i>	Yes /No
136	<i>Vitamin AD3E 100ml</i>	Yes /No
137	<i>Liquid paraffin</i>	Yes /No
138	<i>Cevamec1% 500ml</i>	Yes /No
139	<i>Ivomec</i>	Yes /No
140	<i>Black Quarter</i>	Yes /No
141	<i>Butulin</i>	Yes /No
142	<i>Lump skin</i>	Yes /No
143	Weaner feed	Yes /No
144	Grower feed	Yes /No
145	Baytril/Advocim	Yes /No
146	Multivitamin	Yes /No

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147	F-10 Disinfectant	Yes /No
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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

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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 party<sup>6</sup>;
  - (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 obligation<sup>7</sup>;

<sup>6</sup> “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.

<sup>7</sup> “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 parties<sup>8</sup> 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 party<sup>9</sup>;
- (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

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

<sup>9</sup> “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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<b>Inspections and Audit by the GOS</b>	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).
<b>Scope of Supply</b>	12.1 The Goods and Related Services to be supplied shall be as specified in the Schedule of Requirements.
<b>Delivery and Documents</b>	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 <b>SCC</b> .
<b>Supplier's Responsibilities</b>	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.
<b>Contract Price</b>	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 <b>SCC</b> .
<b>Terms of Payment</b>	<p>16.1 The Contract Price, including any Advance Payments, if applicable, shall be paid as specified in the <b>SCC</b>.</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.

<b>GCC 1.1(j)</b>	The Purchaser's country is: <i>[Eswatini]</i>
<b>GCC 1.1(k)</b>	The Purchaser is: <i>[Ministry of Economic Planning and Development, Microprojects Programme Coordinating Unit]</i>
<b>GCC 1.1 (q)</b>	<p>The Project Site(s)/Final Destination(s) is/are:</p> <ul style="list-style-type: none"> <li>- <i>Ndlembeni Multipurpose Cooperative office premises under Nkomiyahlaba Inkhundla (Lot1)</i></li> <li>- <i>Kwakhanya Multipurpose Cooperative office premises under Ntontozi Inkhundla (Lot 2)</i></li> <li>- <i>Vuka Ndvodza Usebente Multipurpose Cooperative office premises under Ekukhanyeni Inkhundla (Lot 3)</i></li> <li>- <i>Litsembe Alibulali Multipurpose Cooperative office premises under Phondo Inkhundla (Lot 4)</i></li> <li>- <i>Vuka Ndaba Multipurpose Cooperative office premises Under Mafutseni Inkhundla (Lot 5)</i></li> <li>- <i>Corridor trading Pty Ltd office premises under Kwaluseni Inkhundla Lot (6)</i></li> <li>- <i>Ntsanjeni Farmers Cooperative office premises under Ndzingeni Inkhundla (Lot 7)</i></li> <li>- <i>Sicu Sethu Investments office premises under Manzini North inkhundla. (Lot 8)</i></li> <li>- <i>Lanyanda Farmers Multipurpose Cooperative office premises under Ndzingeni Inkhundla (Lot 9)</i></li> <li>- <i>Forwad Ever Multipurpose Cooperative office premises under Mpolonjeni Inkhundla (Lot10)</i></li> <li>- <i>Zemano Multipurpose Cooperative office premises under Dvokodvweni Inkhundla ( Lot 11)</i></li> </ul>
<b>GCC 4.2 (a)</b>	The meaning of the trade terms shall be as prescribed by Incoterms.
<b>GCC 4.2 (b)</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>
<b>GCC 5.1</b>	The language shall be: <i>[English]</i>

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<b>GCC 8.1</b>	<p>For <b><u>notices</u></b>, the Purchaser's address shall be:</p> <p>Attention: <i>The Director</i></p> <p>Street Address: <i>Corner of LaLufadlana &amp; Mdada Streets, 6<sup>th</sup> 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: (+268) 2404 8435</p> <p>Facsimile number: (+268) 2404 0907)</p> <p>Electronic mail address: <i>Busie Mahlalela <a href="mailto:busie@microprojects.org.sz">busie@microprojects.org.sz</a> , Lwazi Nkambule <a href="mailto:lnkambule@microprojects.org.sz">lnkambule@microprojects.org.sz</a> and copy to khetsiwe simelane <a href="mailto:khetssim@yahoo.com">khetssim@yahoo.com</a></i></p>
<b>GCC 9.1</b>	The governing law shall be the law of: <i>[The Kingdom of Eswatini]</i>
<b>GCC 10.2</b>	<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>
<b>GCC 13.1</b>	<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>
<b>GCC 15.1</b>	The prices charged for the Goods supplied and the related Services performed <i>[shall not]</i> be adjustable.
<b>GCC 16.1</b>	<p>GCC 16.1—The method and conditions of payment to be made to the Supplier under this Contract shall be as follows:</p> <p>(i) <b>After Delivery:</b> 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.</p> <p>(ii) <b>On Expiry of Warranty:</b> The remaining ten (10) percent of the Contract Price shall be paid to the Supplier within ninety</p>

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	<p>(90) days after the Expiry date of warranty for the respective Goods.</p> <p>(iii) Payments for Goods and Services shall be made in <i>Eswatini Lilangeni</i>.</p>
<b>GCC 16.5</b>	<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>
<b>GCC 18.1</b>	<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>
<b>GCC 18.3</b>	<p>The Performance Security shall be in the form of: <i>[a Performance Bond]</i></p> <p>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></p>
<b>GCC 23.2</b>	<p>The packing, marking and documentation within and outside the packages shall be: <i>[as indicated in Schedule VI – Technical Specifications]</i></p>
<b>GCC 24.1</b>	<p>The insurance coverage shall be as specified in the Incoterms.</p>
<b>GCC 25.1</b>	<p>Responsibility for transportation of the Goods shall be as specified in the Incoterms.</p>
<b>GCC 26.1</b>	<p>The inspections and tests shall be: <i>[performance and productivity of the mobile equipment and other non-movable equipment's tests. The Operator(s) as trained by the Supplier shall be tested. These shall be conducted at the Project Site.</i></p>
<b>GCC 26.2</b>	<p>The Inspections and tests shall be conducted at: <i>[Project Sites as outlined in GCC 1.1(q)]</i></p>
<b>GCC 27.1</b>	<p>The liquidated damage shall be: <i>[0.5]% per week</i></p>
<b>GCC 27.1</b>	<p>The maximum amount of liquidated damages shall be: <i>[10]%</i></p>

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<b>GCC 28.3</b>	<p>The period of validity of the Warranty shall be: <i>[ as stated in technical specification]</i></p> <p>The period of validity of the Free service Warranty shall be: <i>[as stated in technical specification]</i></p> <p>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></p>
<b>GCC 28.5</b>	<p>The period for repair or replacement shall be: <i>[14]</i> days.</p>

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# Section IX. Contract Forms

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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: - Ndlembeni Multipurpose Cooperative

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

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## Lot 2: Vuka Ndvodza Usebente Multipurpose Cooperative

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

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### Lot 3: Vuka Ndvodza Usebente Multipurpose Cooperative

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

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## Lot 4: Litsemba Alibulali Multipurpose Cooperative

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

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## Lot 5: Vuka Ndaba Multipurpose Cooperative

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

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## Lot 6: Corridor Trading Pty Ltd

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

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## Lot 7:Ntsanjeni Farmers Cooperative

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

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## Lot 8: Sicu Setfu Investments

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

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## Lot 9: Lanyandza Farmers Multipurpose Cooperative

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

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### **Lot 10: *Forward Ever Multipurpose Cooperative***

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

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### Lot 11: Zemano Multipurpose Cooperative

For the Contractor		For the Employer	
Name:		Name:	<b>Sibusiso Mbingo</b>
Position:		Position:	<b>Director</b>
Signature and company Stamp:		Signature and Company stamp:	
Date:		Date:	
<b>Endorsed for financing by the Principal Secretary-Ministry of Economic Planning and Development</b>			
Name:	<b>Ms. Thabsile Mlangeni</b>		
Position:	<b>Principal Secretary – Ministry of Economic Planning and Development</b>		
Signature:			
Date:			
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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)<sup>10</sup> 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]*,<sup>11</sup> 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]*

<sup>10</sup> 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.

<sup>11</sup> 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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