



The Kingdom of Eswatini

Municipal Council of Mbabane

Invitation to Tender (ITT) Document

for the

Procurement of Goods/Services

Procurement Method:	OPEN TENDER
Subject of Procurement:	SECURITY & LAW ENFORCEMENT SERVICES
Procurement Reference Number:	2-2025/2026
Date of Issue:	06/05/2025
Submission Deadline:	18/07/2025
Participation:	NATIONAL COMPETITIVE BID

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Standard Tender Document for the Procurement of Goods

PREFACE

This Tender Document for Procurement of Goods has been prepared by the Eswatini Public Procurement Regulatory Agency to be used for the procurement of Goods.

The document is customized to be consistent with the Public Procurement Act No. 07 of 2011, the Public Procurement Regulations, 2020, other of the Laws of Eswatini, and international best practices”.

This Invitation to Tender (ITT) shall be used to procure Goods above E200, 000.

The sale of this tender document to potential Tenderer(s) is discouraged.

Those wishing to submit comments or questions on this Standard Tender Document or to obtain additional information are encouraged to contact:

The Chief Executive Officer
Eswatini Public Procurement Regulatory Agency
RHUS Office Park, P.O. Box 9665
Karl Grant Street, Mbabane
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Standard Tender Document for the Procurement of Goods

Standard Tender Document

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Invitation to Tenderers

TENDER NOTICE UNDER OPEN TENDERING

SECURITY AND LAW ENFORCEMENT SERVICES – TENDER NO 2-2025/2026

1. The **MUNICIPAL COUNCIL OF MBABANE** has received funds to be used for the acquisition of **SECURITY & LAW ENFORCEMENT SERVICES**.
2. The Entity invites sealed Tenders from eligible Tenderers for the provision of the above Goods.
3. Tendering will be conducted in accordance with the open **National** Tendering method contained in the Public Procurement Regulations 2020.
4. Interested eligible Tenderers may obtain further information about the Tender documents at the address given below at 7(a) from 8am to 4.45pm. Tender documents in English may be purchased by interested Tenderers(s) from the address below at 7(a) upon payment of a non-refundable fee of **E500**. The method of payment will be through **cash or eft** with effect **from 06 June 2025**.
5. Tenders must be delivered to the address below at 7(c) at or before **18 July 2025**. [If appropriate, include the following: All Tenders must be accompanied by a Tender security of **E5000**. Tender securities or Tender securing declarations must be valid until **18 October 2025**. Late Tenders shall be rejected. Tenders will be opened in the presence of the Tenderers' representatives who choose to attend at the address below at 7(d) at **18 July 2025 at 1200hrs**.
6. There shall/ shall not be a pre – Tender meeting/ site visit at on the dates indicated in the proposed schedule in this notice.
7. Address and contact details.

(a)	Information about the tender shall be accessed from:	www.esppra.co.sz www.mbabane.org.sz
(b)	Documents will be issued from:	www.mbabane.org.sz
(c)	Tenders must be delivered to:	Council Civic offices, Mahlokohla street.
(d)	Address of Tender opening:	Council Civic offices, Mahlokohla street

8. The planned procurement schedule (subject to changes) is as follows:

	Activity	Date
(a)	Publish Tender notice	06 June 2025
(b)	Pre-Tender meeting where applicable	NA
(c)	Tender closing date	18 June 2025
(d)	Evaluation process	<i>(Within 15 working days from Tender closing date)</i>
(e)	Notification and Publication of Notice of Intention to award	<i>(Within 10 working days from completion of the evaluation process)</i>
(f)	Contract award	<i>(After expiry of at least 10 working days from issuance of the Notice of intention to award).</i>

Signature: **CNDlamini**

Name: **Chazile Dlamini**

Position of Authorised Official: **Procurement Manager**

PART 1 – Tendering Procedures

Section 1: Instructions to Tenderers

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Section 1: Instructions to Tenderers

A. General

1. Scope of Tender

- 1.1 The Procuring Entity indicated in the Tender Data Sheet (TDS), invites Tenders for the provision of Goods and related Services incidental thereto as specified in Section 6, Statement of Requirements. The Instructions to Tenderers should be read in conjunction with the TDS. The subject and procurement reference number, and number of lots of this Tendering Document are provided in the TDS.
- 1.2 Throughout these Tendering Documents:
 - (a) the term “in writing” means communicated in written form with proof of receipt;
 - (b) if the context so requires, singular means plural and vice versa; and
 - (c) “day” means calendar day unless specified as working day.
- 1.3 Procurement will be undertaken in compliance with the Public Procurement Act and Regulations.

2. Source of Funds

- 2.1 The Procuring Entity indicated in the TDS has an approved budget from Government funds towards the cost of the procurement named in the TDS. The Procuring Entity intends to use these funds to place a contract for which these Tendering Documents are issued.
- 2.2 Payments will be made directly by the Procuring Entity and will be subject in all respects to the terms and conditions of the resulting contract placed by the Procuring Entity.

3. Corrupt Practices

- 3.1 It is the policy of the Government of The Kingdom of Eswatini through ESPPRA, to require that Procuring Entities, as well as Tenderers and Providers observe the highest standards of ethics during procurement and the execution of contracts. In pursuit of this policy, the Government of The Kingdom of Eswatini;
 - (a) defines, for the purposes of this provision, the terms set forth below as follows:
 - (i) “corrupt practice” means the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value, to influence the action of a public official in the procurement process or in contract execution; and
 - (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;
 - (iii) “collusive practice” is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party;

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- (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;
 - (b) will reject a recommendation for award if it determines that the Tenderer recommended for award has engaged in corrupt, fraudulent, collusive or coercive practices in competing for the Contract;
 - (c) will suspend a Provider from engaging in any public procurement proceeding for a stated period of time, if it at any time determines that the Provider has engaged in corrupt, fraudulent, collusive or coercive practices in competing for, or in executing, a Government contract.
- 3.2 Furthermore, Tenderers shall be aware of the provision stated in Sub-Clause 3.2 and Sub-Clause 36.1 (g) of the General Conditions of Contract.
- 3.3 In pursuit of the policy defined in Sub-Clause 3.1, the Procuring entity may terminate a contract or be ordered by ESPPRA to cancel a contract if it at any time determines that corrupt, fraudulent, collusive or coercive practices were engaged in by representatives of the Procuring entity or of a Tenderer or Provider during the procurement or the execution of that contract.
- 3.4 In pursuit of the policy defined in Sub-clause 3.1, the Government of The Kingdom of Eswatini requires representatives of both the Procuring Entities and of Tenderers and Providers to adhere to the relevant codes of ethical conduct. The Code of Ethical Conduct for Tenderers and Providers as provided in the Tendering forms shall be signed by the Tenderer and submitted together with the other Tendering forms.
- 3.5 In pursuit of the policy defined in Sub-clause 3.1, the Government of The Kingdom of Eswatini may suspend a provider from engaging in any public procurement or disposal process for a period determined by the Agency, where the provider is suspended from the procurement processes of an international agency of which Eswatini is a member.
- 3.6 Any communications between a Tenderer and the Procuring Entity related to matters of alleged fraud or corruption must be made in writing and addressed to the Controlling Officer of the Procuring Entity

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4. Eligible Tenderers

- 4.1 A Tenderer, and all parties constituting the Tenderer, shall meet the following criteria to be eligible to participate in public procurement:
- (a) the Tenderer has the legal capacity to enter into a contract;
 - (b) the Tenderer is not:
 - (i) insolvent;
 - (ii) in receivership;
 - (iii) bankrupt; or
 - (iv) being wound up
 - (c) the Tenderer’s business activities have not been suspended;
 - (d) the Tenderer is not the subject of legal proceedings for any of the circumstances in (b); and

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- (e) the Tenderer has fulfilled his or her obligations to pay taxes and social security contributions.
- 4.2 A Tenderer may be a natural person, private entity, government-owned entity, subject to ITT Sub-Clause 4.6, any combination of them with a formal intent to enter into an agreement or under an existing agreement in the form of a joint venture, consortium, or association. In the case of a joint venture, consortium, or association, all parties shall be jointly and severally liable. For Tenders submitted by an existing or intended JV, a Power of Attorney from each member of the JV nominating a Representative in the JV and a Power of Attorney from the JV nominating a representative who shall have the authority to conduct all business for and on behalf of any and all the parties of the JV during the Tendering process and, in the event the JV is awarded the Contract, during contract execution.
- 4.3 A Tenderer, and all parties constituting the Tenderer including sub-contractors, shall have the nationality of an eligible country, in accordance with Section 5, Eligible Countries. A Tenderer shall be deemed to have the nationality of a country if the Tenderer is a citizen or is constituted, incorporated, or registered and operates in conformity with the provisions of the laws of that country. This criterion shall also apply to the determination of the nationality of proposed subcontractors for any part of the Contract including related services.
- 4.4 A Tenderer shall not have a conflict of interest. All Tenderers found to be in conflict of interest shall be disqualified. A Tenderer may be considered to have a conflict of interest with one or more parties in this Tendering process, if they:
- (a) have controlling shareholders in common; or
 - (b) receive or have received any direct or indirect benefit from any of parties in the tendering process; or
 - (c) have a relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the Tender of another Tenderer, or influence the decisions of the Procuring entity regarding this Tendering process; or
 - (d) submit more than one Tender in this Tendering process, except for alternative offers permitted under ITT Clause 13. However, this does not limit the participation of subcontractors in more than one Tender, or as Tenderers and subcontractors simultaneously; or
 - (e) participated as a consultant in the preparation of the design or technical specifications of the Goods and related services that are the subject of the Tender.
- 4.5 A firm that is under a declaration of suspension by the Agency in accordance with ITT Clause 3.5, at the date of the deadline for Tender submission or thereafter before contract signature, shall be disqualified.
- 4.6 Government-owned enterprises shall be eligible only if they can establish that they are legally and financially autonomous and operate under commercial law.
- 4.7 Tenderers shall provide such evidence of their continued eligibility satisfactory to the Procuring Entity, as the Procuring Entity shall reasonably request.

5. Eligible Goods and Related Services

- 5.1 All Goods and related Services to be supplied under the Contract shall have as their country of origin an eligible country in accordance with Section 5, Eligible Countries.
- 5.2 For purposes of this Clause, the term “Goods” means goods, raw materials, products, livestock, assets, land, equipment or objects of any kind and description in solid, liquid or gaseous form, or in the form of electricity, or intellectual and proprietary rights as well as works or services incidental to the provision of such Goods where the value of such works or services does not exceed the value of the Goods.
- 5.3 The term “country of origin” means the country where the Goods have been mined, grown, cultivated, produced, manufactured, or processed, or through manufacture, processing, or assembly, another commercially recognised article results that differs substantially in its basic characteristics from its imported components.
- 5.4 The nationality of the Provider that produces, assembles, distributes, or sells the Goods shall not determine their origin.
- 5.5 If so, required in the TDS, the Tenderer shall demonstrate that it has been duly authorised by the Manufacturer of the Goods to supply, in the Kingdom of Eswatini, the Goods indicated in its Tender.

B. Tendering Document

6. Contents of Tendering Document

- 6.1 The Tendering Document consists of Parts 1, 2, and 3, which include all the Sections indicated below, and should be read in conjunction with any addenda issued in accordance with ITT Clause 8.

PART 1 Tendering Procedures

- Section 1. Instructions to Tenderers (ITT)
- Section 2. Tender Data Sheet (TDS)
- Section 3. Evaluation Methodology and Criteria
- Section 4. Tendering Forms
- Section 5. Eligible Countries

PART 2 Statement of Requirements

- Section 6. Statement of Requirements

PART 3 Contract

- Section 7. General Conditions of Contract (GCC) for the Procurement of Goods
- Section 8. Special Conditions of Contract (SCC)
- Section 9. Contract Forms

7. Clarification of Tendering Document

A prospective Tenderer requiring any clarification of the Tendering Document shall contact the Procuring Entity in writing at the Procuring Entity's address indicated in the TDS. The Procuring Entity will respond in writing to any request for clarification, provided that such request is received no later than the date indicated in the TDS. The Procuring Entity shall forward copies of its response to all Tenderers who have acquired the Tendering Document, including a description of the inquiry but without identifying its source. Should the Procuring Entity deem it necessary to amend the Tendering Document as a result of a clarification, it shall do so following the procedure under ITT Clause 8 and Sub-Clause 24.2.

8. Amendment of Tendering Document

- 8.1 At any time prior to the deadline for submission of Tenders, the Procuring entity may amend the Tendering Document by issuing addenda.
- 8.2 Any addendum issued shall be part of the Tendering Document and shall be communicated in writing to all who have obtained the Tendering Document directly from the Procuring entity.
- 8.3 To give prospective Tenderers reasonable time in which to take an addendum into account in preparing their Tenders, the Procuring entity may, at its discretion, extend the deadline for the submission of Tenders, pursuant to ITT Sub-Clause 24.2.

C. Preparation of Tenders

9. Cost of Tendering

- 9.1 The Tenderer shall bear all costs associated with the preparation and submission of its Tender, and the Procuring entity shall not be responsible or liable for those costs, regardless of the conduct or outcome of the Tendering process.

10. Language of Tender and Communications

- 10.1 The medium of communication shall be in writing.
- 10.2 The Tender, as well as all correspondence and documents relating to the Tender exchanged by the Tenderer and the Procuring Entity, shall be written in the language specified in the TDS.
- 10.3 Supporting documents and printed literature that are part of the Tender may be in another language provided they are accompanied by an accurate translation of the relevant passages in the language specified in the TDS, in which case, for purposes of interpretation of the Tender, such translation shall govern.

11. Documents Comprising the Tender

The Tender shall comprise the following:

- (a) the Tender Submission Sheet and the applicable Price Schedules, in accordance with ITT Clauses 12, 14, and 15;
- (b) a Tender Security or a Tender Securing Declaration, in accordance with ITT Clause 21;
- (c) written confirmation authorising the signatory of the Tender to commit the Tenderer, in accordance with ITT Clause 22;

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- (d) documentary evidence in accordance with ITT Clause 16 establishing the Tenderer's eligibility to Tender;
 - (e) documentary evidence in accordance with ITT Clause 17 establishing that the Goods and Related Services to be supplied by the Tenderer are of eligible origin;
 - (f) documentary evidence in accordance with ITT Clauses 18 and 30, that the Goods and Related Services conform to the Tendering Documents;
 - (g) documentary evidence in accordance with ITT Clause 19 establishing the Tenderer's qualifications to perform the contract if its Tender is accepted;
 - (h) The Code of Ethical Conduct for Tenderers and Providers in accordance with ITT Clause 3.4; and
 - (i) any other document(s) required in the TDS.

12. Tender Submission Sheet and Price Schedules

12.1 The Tenderer shall submit the Tender Submission Sheet using the form provided in Section 4, Tendering 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, which includes:

- (a) the reference of the Tendering Document and the number of each addendum received;
- (b) a brief description of the Goods and Related Services offered;
- (c) the total Tender price;
- (d) any discounts offered and the methodology for their application;
- (e) the period of validity of the Tender;
- (f) a commitment to submit any Performance Security required and the amount;
- (g) a declaration of nationality of the Tenderer;
- (h) a commitment to adhere to the Code of Ethical Conduct for Tenderers and Providers;
- (i) a declaration that the Tenderer, including all parties comprising the Tenderer, is not participating, as a Tenderer, in more than one Tender in this Tendering process; except for alternative Tenders in accordance with ITT Clause 13;
- (j) confirmation that the Tenderer has not been suspended by the Agency;
- (k) a declaration on gratuities and commissions; and
- (l) Power of attorney or Board resolution on authorised signatory

12.2 The Tenderer shall submit the Price Schedule for Goods and Related Services, using the format provided in Section 4, Tendering Forms. The Price Schedule shall include, as appropriate:

- (a) the item number;
- (b) a brief description of the Goods or Related Services to be supplied;

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- (c) their country of origin and percentage of local produced content (where applicable);
 - (d) the quantity;
 - (e) the unit prices, with a separate unit price ex-factory and for delivery and incidental costs according to the delivery terms (Incoterms);
 - (f) customs duties and all taxes paid or payable in Eswatini;
 - (g) the total price per item;
 - (h) subtotals and totals per Price Schedule; and
 - (i) Power of attorney or Board resolution on authorised signatory

13. Alternative Tenders

13.1 Alternative Tenders shall not be permitted.

14. Tender Prices and Discounts

- 14.1 The prices and discounts quoted by the Tenderer in the Tender Submission Sheet and in the Price Schedules shall conform to the requirements specified below.
- 14.2 All items in the Schedule of Supply must be listed and priced separately in the Price Schedules. If a Price Schedule shows items listed but not priced, their prices shall be assumed to be included in the prices of other items. Items not listed in the Price Schedule shall be assumed to be not included in the Tender, and provided that the Tender is substantially responsive, the corresponding adjustment shall be applied in accordance with ITT Sub-Clause 31.3.
- 14.3 The price to be quoted in the Tender Submission Sheet, in accordance with ITT Sub-Clause 12.1(c), shall be the total price of the Tender, excluding any discounts offered in the event that taxes are not exempt, the price must include any applicable taxes.
- 14.4 The Tenderer shall quote any unconditional and conditional discounts and the methodology for their application in the Tender Submission Sheet, in accordance with ITT Sub-Clause 12.1(d) and ITT Sub-Clause 14.8 respectively.
- 14.5 The terms EXW, CIP, and other similar terms shall be governed by the rules prescribed in the edition of Incoterms, published by The International Chamber of Commerce, as specified in the TDS.
- 14.6 Prices quoted on the Price Schedule for Goods and Related Services, shall be disaggregated, when appropriate as indicated in this sub-clause. This disaggregation shall be solely for the purpose of facilitating the comparison of Tenders by the Procuring entity. This shall not in any way limit the Procuring Entity's right to contract on any of the terms offered:
 - (a) for Goods;
 - (i) the price of the Goods, quoted CIP or other Incoterm as specified in the TDS;
 - (ii) all custom duties, sales tax, and other taxes applicable in Eswatini, paid or payable, on the Goods or on the components and raw materials used in

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- their manufacture or assembly, if the Contract is awarded to the Tenderer; and
 - (iii) the total price for the item.
 - (b) for Related Services;
 - (i) the price of the Related Services;
 - (ii) all custom duties, sales tax, and other taxes applicable in Eswatini, paid or payable, on the Related Services, if the Contract is awarded to the Tenderer; and
 - (iii) the total price for the item.
- 14.7 Prices quoted by the Tenderer shall be fixed during the Tenderer's performance of the Contract and not subject to variation on any account, unless otherwise specified in the TDS. A Tender submitted with an adjustable price quotation shall be treated as non-responsive and shall be rejected, pursuant to ITT Clause 30. However, if in accordance with the TDS, prices quoted by the Tenderer shall be subject to adjustment during the performance of the Contract, a Tender submitted with a fixed price quotation shall not be rejected, but the price adjustment shall be treated as zero.
- 14.8 If so, indicated in ITT Sub-Clause 1.1, Tenders are being invited for individual contracts (lots) or for any combination of contracts (packages). Tenderers wishing to offer any price reduction for the award of more than one Contract shall specify in their Tender the price reductions applicable to each package, or alternatively, to individual Contracts within the package. Price reductions or discounts shall be submitted in accordance with ITT Sub-Clause 14.4, provided the Tenders for all lots are submitted and opened at the same time.

15. Currencies of Tender

- 15.1 Tender prices shall be quoted in the following currencies:
- (a) for Goods and Related Services originating in Eswatini, the Tender prices shall be quoted in the currency of Eswatini (Lilangeni), unless otherwise specified in the TDS; and
 - (b) for Goods and Related Services originating outside Eswatini, or for imported parts or components of Goods and Related Services originating outside Eswatini, the Tender prices shall be quoted in the currency of the expense or in the currency of the Tenderer's country unless otherwise specified in the TDS.
- 15.2 Alternatively, the Procuring entity may request that prices quoted be expressed in the currency specified in the TDS. If the Tenderer wishes to be paid in a currency or a combination of currencies different from the one in which it was requested to express its quotation, it shall as part of its offer:
- (a) indicate its requirement to be paid in other currencies, including the amount in each currency or the percentage of the quoted price corresponding to each currency;
 - (b) justify, to the Procuring entity's satisfaction, the requirement to be paid in the currencies requested; and
 - (c) utilize the rate of exchange specified by the Procuring entity to express its offer in the currency required by the Procuring entity. The source, date, and type of exchange rate to be used is indicated in the TDS, in accordance with ITT Clause 34, and shall not precede the Tender submission deadline by less than twenty-one (21) days. Should this date be a non-working day, the selling exchange rate

on the date prior to this non-working day shall be used for currency conversion or as otherwise specified in the TDS.

16. Documents Establishing the Eligibility of the Tenderer

To establish their eligibility in accordance with ITT Clause 4, Tenderers shall complete the eligibility declarations in the Tender Submission Sheet, included in Section 4, Tendering Forms and submit the documents required in Section 3 Evaluation Methodology and Criteria.

17. Documents Establishing the Eligibility of Goods

- 17.1 To establish the eligibility of the Goods and Related Services, in accordance with ITT Clause 5, Tenderers shall complete the country-of-origin declarations in the Price Schedule included in Section 4, Tendering Forms.

18. Documents Establishing the Conformity of the Goods

- 18.1 To establish the conformity of the Goods and Related Services to the Tendering Documents, the Tenderer shall provide as part of its Tender the documentary evidence specified in Section 6, Statement of Requirements.
- 18.2 The documentary evidence may be in the form of literature, drawings or data, and shall consist of a detailed description of the essential technical and performance characteristics of the Goods and Related Services, demonstrating substantial responsiveness of the Goods and Related Services to those requirements, and if applicable, a statement of deviations and exceptions to the provisions of the Statement of Requirements.
- 18.3 If so, stated in the TDS Tenderers may be required to submit representative samples of the Goods being offered and/or be requested to demonstrate the operation of the Goods to the Procuring entity.
- 18.4 Standards for workmanship, process, material, and equipment, as well as references to brand names or catalogue numbers specified by the Procuring entity in the Statement of Requirement, are intended to be descriptive only and not restrictive. The Tenderer may offer other standards of quality, brand names, and/or catalogue numbers, provided that it demonstrates, to the Procuring entity's satisfaction, that the substitutions ensure substantial equivalence or are superior to those specified in the Statement of Requirement.

19. Documents Establishing the Qualifications of the Tenderer

To establish its qualifications to perform the Contract, the Tenderer shall submit the evidence indicated for each qualification criteria specified in Section 3, Evaluation Methodology and Criteria.

20. Period of Validity of Tenders

- 20.1 Tenders shall remain valid until the date specified in the TDS. A Tender valid for a shorter period shall be rejected by the Procuring entity as non-compliant.
- 20.2 The Procuring entity will make its best effort to complete the procurement process within this period

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- 20.3 In exceptional circumstances, prior to the expiration of the Tender validity period, the Procuring entity may request Tenderers to extend the period of validity of their Tenders. The request and the responses shall be made in writing. If a Tender Security or a Tender Securing Declaration is requested in accordance with ITT Clause 21, it shall also be extended for a corresponding period. A Tenderer may refuse the request without forfeiting its Tender Security or being liable for suspension in case of a Tender Securing Declaration. A Tenderer granting the request shall not be required or permitted to modify its Tender.

21. Tender Security or Tender Securing Declaration

- 21.1 The Tenderer shall furnish as part of its Tender, a Tender Security or a Tender-Securing Declaration, if required, as specified in the TDS.
- 21.2 The Tender Security shall be in the amount specified in the TDS and denominated in the currency of Eswatini or a freely convertible currency, and shall:
- a) at the Tenderer's option, be in the form of either a letter of credit, or a bank guarantee, or Bank draft or Cashier's Check from a banking institution;
 - b) be issued by a reputable financial institution selected by the Tenderer from an eligible country. If the institution issuing the security is located outside Eswatini, it shall have a correspondent financial institution located in Eswatini to make it enforceable;
 - c) be substantially in accordance with the form of Tender Security included in Section 4, Tendering Forms;
 - d) be payable promptly upon written demand by the Procuring entity in case the conditions listed in ITT Clause 21.6 are invoked;
 - e) be submitted in its original form - copies will not be accepted.
- 21.3 The Tender Security or Tender Securing Declaration shall be submitted using the appropriate form included in Section 4, Tendering Forms and shall remain valid until the date specified in the TDS.
- 21.4 Any Tender not accompanied by a substantially responsive Tender Security or Tender Securing Declaration, if one is required in accordance with ITT Sub-Clause 21.1, shall be rejected by the Procuring entity as non-compliant.
- 21.5 The Tender Security or Tender Securing Declaration of all Tenderers shall be returned as promptly as possible once the successful Tenderer has signed the Contract and provided the required Performance Security where applicable or upon request by the unsuccessful Tenderer after publication of the notice of best evaluated Tenderer.
- 21.6 If a Tenderer withdraws its Tender during the period of Tender validity specified by the Tenderer on the Tender Submission Sheet, except as provided in ITT Sub-Clause 20.2; or

If the successful Tenderer fails to:

- (i) sign the Contract in accordance with ITT Clause 42;
- (ii) furnish any Performance Security in accordance with ITT Clause 44; or
- (iii) accept the correction of its Tender price pursuant to ITT Sub-Clause 31.5.

Tender Security may be forfeited, or Tender Securing Declaration executed.

22. Format and Signing of Tender

- 22.1 The Tenderer shall prepare one original of the documents comprising the Tender as described in ITT Clause 11 and clearly mark it “ORIGINAL.” In addition, the Tenderer shall submit copies of the Tender, in the number specified in the TDS and clearly mark each of 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 Tender shall be typed or written in indelible ink and shall be signed by a person duly authorised to sign on behalf of the Tenderer. This authorisation shall consist of a Power of Attorney which if signed in Eswatini shall be registered and if signed outside Eswatini, shall be notarized and shall be attached to the Tender. The name and position held by each person signing the authorisation must be typed or printed below the signature. All pages of the Tender, except for unamended printed literature, shall be signed or initialled by the person signing the Tender.
- 22.3 Any interlineations, erasures, or overwriting shall be valid only if they are signed or initialled by the person signing the Tender.

D. Submission and Opening of Tenders

23. Sealing and Marking of Tenders

- 23.1 The Tenderer shall enclose the original and each copy of the Tender, 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 plain envelope securely sealed in such a manner that opening and resealing cannot be achieved undetected.
- 23.2 The inner and outer envelopes shall:
- (a) bear the name and address of the Tenderer;
 - (b) be addressed to the Procuring entity in accordance with ITT Sub-Clause 24.1;
 - (c) bear the Procurement Reference number of this Tendering process; and
 - (d) bear a warning not to open before the time and date for Tender opening, in accordance with ITT Sub-Clause 27.1.
- 23.3 If all envelopes are not sealed and marked as required, the Procuring entity will assume no responsibility for the misplacement or premature opening of the Tender.

24. Deadline for Submission of Tenders

- 24.1 Tenders must be received by the Procuring entity at the address and no later than the date and time indicated in the TDS.
- 24.2 The Procuring entity may, at its discretion, extend the deadline for the submission of Tenders by amending the Tendering Documents in accordance with ITT Clause 8, in which case all rights and obligations of the Procuring entity and Tenderers previously subject to the deadline shall thereafter be subject to the deadline as extended.

25. Late Tenders

The Procuring entity shall not consider any Tender that arrives after the deadline for submission of Tenders, in accordance with ITT Clause 24. Any Tender received by the Procuring entity after the deadline for submission of Tenders shall be declared late, rejected, and returned unopened to the Tenderer.

26. Withdrawal and Replacement of Tenders

- 26.1 A Tenderer may withdraw or replace its Tender after it has been submitted at any time before the deadline for submission of Tenders by sending a written notice, duly signed by an authorised representative, which shall include a copy of the authorisation in accordance with ITT Sub-Clause 22.2. Any corresponding replacement of the Tender must accompany the respective written notice. All notices must be:
- (a) submitted in accordance with ITT Clauses 22 and 23 (except that withdrawals notices do not require copies), and in addition, the respective envelopes shall be clearly marked “WITHDRAWAL,” or “REPLACEMENT,” and
 - (b) received by the Procuring entity prior to the deadline prescribed for submission of Tenders, in accordance with ITT Clause 24.
- 26.2 Tenders requested to be withdrawn in accordance with ITT Sub-Clause 26.1 shall be returned unopened to the Tenderer.
- 26.3 No Tender may be withdrawn or replaced in the interval between the deadline for submission of Tenders and the expiration of the period of Tender validity specified by the Tenderer on the Tender Submission Sheet or any extension thereof.
- 26.4 Tenders may only be modified by withdrawal of the original Tender and submission of a replacement Tender in accordance with ITT Sub-Clause 26.1. Modifications submitted in any other way shall not be taken into account in the evaluation of Tenders.

27. Tender Opening

- 27.1 The Procuring entity shall conduct the Tender opening in the presence of Tenderers’ designated representatives who choose to attend, at the address, date and time specified in the TDS.
- 27.2 First, envelopes marked “WITHDRAWAL” shall be opened and read out and the envelope with the corresponding Tender shall not be opened but returned to the Tenderer. No Tender withdrawal shall be permitted unless the corresponding withdrawal notice contains a valid authorisation to request the withdrawal and is read out at the Tender opening.
- All other envelopes including those marked “REPLACEMENT” shall be opened and the relevant details read out. Replacement Tenders shall be recorded as such on the record of the Tender opening.
- Only envelopes that are opened and read out at the Tender opening shall be considered further.
- 27.3 All other envelopes shall be opened one at a time, reading out: the name of the Tenderer; the Tender price, per lot where applicable, including any discounts; the presence of a Tender Security or Tender Securing Declaration, if required; and any other details that the Procuring entity may consider appropriate. Only discounts and

alternative offers read out at the Tender opening shall be considered for evaluation. No Tender shall be rejected at the Tender opening except for late Tenders, in accordance with ITT Sub-Clause 25.1.

- 27.4 The Procuring entity shall prepare a record of the Tender opening that shall include, as a minimum: the name of the Tenderer and whether there is a withdrawal and/or replacement; the Tender price, per lot if applicable, including any discounts; and the presence or absence of a Tender Security Tender Securing Declaration, if one was required. The Tenderers' representatives who are present shall be requested to sign the record. The omission of a Tenderer's signature on the record shall not invalidate the contents and effect of the record.

E. Evaluation of Tenders

28. Confidentiality

- 28.1 Information relating to the examination, evaluation, comparison, and post-qualification of Tenders, and recommendation of contract award, shall not be disclosed to Tenderers or any other persons not officially concerned with such process until information detailing the Best Evaluated Tenderer is communicated to all Tenderers.
- 28.2 Any effort by a Tenderer to influence the Procuring entity in the examination, evaluation, comparison, and post-qualification of the Tenders or contract award decisions may result in the rejection of its Tender.
- 28.3 Notwithstanding ITT Sub-Clause 28.2, from the time of Tender opening to the time of Contract award, if any Tenderer wishes to contact the Procuring entity on any matter related to the Tendering process, it should do so in writing.

29. Clarification of Tenders

To assist in the examination, evaluation, comparison and post-qualification of the Tenders, the Procuring entity may, at its discretion, ask any Tenderer for a clarification of its Tender. Any clarification submitted by a Tenderer that is not in response to a request by the Procuring entity shall not be considered. The Procuring entity's request for clarification and the response shall be in writing. All requests for clarification and responses shall be copied to all Tenderers for information purposes. No change in the prices or substance of the Tender shall be sought, offered, or permitted, except to confirm the correction of arithmetic errors discovered by the Procuring entity in the evaluation of the Tenders, in accordance with ITT Clause 31.4.

30. Compliance and Responsiveness of Tenders

- 30.1 The Procuring entity's determination of a Tender's compliance and responsiveness is to be based on the contents of the Tender itself.
- 30.2 A substantially compliant and responsive Tender is one that conforms to all the terms, conditions, and specifications of the Tendering Documents without material non-conformity, reservation, or omission. A material non-conformity is a deviation that-
- (a) affects in a substantial way, the scope or quality of the Goods or services or the performance of the works to be procured;

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- (b) is inconsistent with the Tendering document and which may in a substantial way, limit the rights of the procuring entity or the obligations of the Tenderer under the contract;
 - (c) if corrected would unfairly affect the competitive position of the other Tenderers whose Tenders are administratively compliant and responsive; or
 - (d) impacts the key factors of a procurement including cost, risk, time and quality and causes -
 - (i) unacceptable time schedules, where it is stated in the Tendering document that time is of the essence;
 - (ii) unacceptable alternative technical details, such as design, materials, workmanship, specifications, standards or methodologies; or
 - (iii) unacceptable counter-Tenders with respect to key contract terms and conditions, such as payment terms, price adjustment, liquidated damages, sub-contracting or warranty.
- 30.3 If a Tender is not substantially compliant and responsive to the Tendering Document, it shall be rejected by the Procuring entity and may not subsequently be made compliant and responsive by the Tenderer by correction of the material non-conformity, reservation, or omission.

31. Nonconformities, Errors, and Omissions

- 31.1 Provided that a Tender is substantially compliant and responsive, the Procuring entity may waive any non-conformity or omissions in the Tender that does not constitute a material non-conformity.
- 31.2 Provided that a Tender is substantially compliant and responsive, the Procuring entity may request that the Tenderer submit the necessary information or documentation, within a reasonable period of time, to rectify nonmaterial nonconformities or omissions in the Tender related to documentation requirements. Such omission shall not be related to any aspect of the price of the Tender. Failure of the Tenderer to comply with the request may result in the rejection of its Tender.
- 31.3 Provided that a Tender is substantially compliant and responsive, the Procuring entity shall rectify nonmaterial nonconformities or omissions. To this effect, the Tender price shall be adjusted, for comparison purposes only, to reflect the price of the missing or non-conforming item or component. The cost of any missing items will be added to the Tender price using the highest price from other Tenders submitted.
- 31.4 Provided that the Tender is substantially compliant and responsive, the Procuring entity shall correct arithmetic errors on the following basis:
- (a) if there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected, unless in the opinion of the Procuring entity there is an obvious misplacement of the decimal point in the unit price, in which case the total price 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

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- (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.
- 31.5 If the Tenderer that submitted the best evaluated Tender does not accept the correction of errors, its Tender shall be rejected, and its Tender Security may be forfeited, or Tender Securing Declaration executed.

32. Preliminary Examination of Tenders – Eligibility and Administrative Compliance

- 32.1 The Procuring entity shall examine the legal documentation and other information submitted by Tenderers to verify the eligibility of Tenderers and Goods and related services in accordance with ITT Clauses 4 and 5.
- 32.2 If after the examination of eligibility, the Procuring entity determines that the Tenderer, the Goods and/or the related Services are not eligible, it shall reject the Tender.
- 32.3 The Procuring entity shall examine the Tenders to confirm that all documents and technical documentation requested in ITT Clause 11 have been provided, and to determine the completeness of each document submitted.
- 32.4 The Procuring entity shall confirm that the following documents and information have been provided in the Tender. If any of these documents or information is missing, the offer shall be rejected.
- (a) the Tender Submission Sheet, including:
 - (i) a brief description of the Goods and Related Services offered;
 - (ii) the price of the Tender; and
 - (iii) the validity date of the Tender;
 - (b) the Price Schedule;
 - (c) written confirmation of authorisation to commit the Tenderer, i.e. power of attorney; and
 - (d) a Tender Security or Tender Securing Declaration, if applicable.
- 32.5 Eligibility and administrative compliance shall be determined on a pass or fail basis and a tender which is not eligible or administratively compliant shall be rejected at the preliminary stage of evaluation.

33. Detailed Commercial and Technical Evaluation

- 33.1 The Procuring entity shall examine the Tender to confirm that all terms and conditions specified in the GCC and the SCC have been accepted by the Tenderer without any material non-conformity or reservation.
- 33.2 If, after the examination of the terms and conditions, the Procuring entity determines that the Tender is not substantially responsive in accordance with ITT Clause 30, it shall reject the Tender.
- 33.3 The Procuring entity shall evaluate the technical aspects of the Tender submitted in accordance with ITT Clause 18, to confirm that all requirements specified in Section 6, Statement of Requirements of the Tendering Document have been met without any material non-conformity or reservation.

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- 33.4 If, after the technical evaluation, the Procuring entity determines that the Tender is not substantially compliant in accordance with ITT Clause 30, it shall reject the Tender.

34 Conversion to Single Currency

For evaluation and comparison purposes, the Procuring entity shall convert all Tender prices expressed in amounts in various currencies into a single currency. The exchange rate shall be the prevailing Central Bank of Eswatini exchange rate and shall not precede the tender submission deadline by less than twenty-one (21) days. Should this date be non-working day, the selling exchange rate on the date prior to this non-working day shall be used for currency conversion or as otherwise specified in the TDS.

35. Margin of Preference for international tenders

- 35.1 Unless otherwise specified in the TDS, a margin of preference shall apply. Where a Margin of Preference applies, its application and detail shall be specified in Section 3, Evaluation Methodology and Criteria.
- 35.2 For the purpose of granting a margin of domestic preference, Tenders will be classified in two groups, as follows:
- (a) Group A: Swati Company participating alone in the tender *[In accordance with Regulation 12(2) of the Procurement Regulations, 2020]*
 - (b) Group B: Foreign Company sub-contracting or partnering with Swati company *[In accordance with Regulation 12(5) of the Procurement Regulations, 2020]*
 - (c) Group C: Foreign company using locally manufactured goods or by Swati agents or nationals.

[In accordance with Regulation 12(5) of the Procurement Regulations, 2020]

36. Financial evaluation of Tenders

- 36.1 The Procuring entity shall financially evaluate each Tender that has been determined, up to this stage of the evaluation, to be substantially compliant and responsive.
- 36.2 To financially evaluate a Tender, the Procuring entity shall only use the criteria and methodologies defined in this Clause and in Section 3, Evaluation Methodology and Criteria. No other criteria or methodology shall be permitted.
- 36.3 The Procuring entity's financial evaluation of Tenders may require the consideration of factors other than costs, in addition to the Tender price quoted in accordance with ITT Clause 14. These factors may be related to the characteristics, performance, and terms and conditions of purchase of the Goods and Related Services. The factors selected, if any, shall be expressed in monetary terms to facilitate comparison of Tenders, unless otherwise specified in Section 3, Evaluation Methodology and Criteria. The factors to be used and the methodology of application shall be indicated of Section 3, Evaluation Methodology and Criteria.
- 36.4 To financially compare Tenders, the Procuring entity shall:
- (a) determine the Tender price, taking into account the costs listed of Section 3, Evaluation Methodology and Criteria;

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- (b) correct any arithmetic errors in accordance with ITT Sub-Clause 31.4;
 - (c) apply any unconditional discounts offered in accordance with ITT Sub-Clause 12.1(d);
 - (d) make adjustments for any nonmaterial nonconformities and omissions in accordance with ITT Sub-Clause 31.3;
 - (e) apply any non-cost factors in accordance with ITT Sub-Clause 36.3;
 - (f) convert all Tenders to a single currency in accordance with ITT Clause 34;
 - (g) apply any margin of preference in accordance with ITT Clause 35;
 - (h) determine the total evaluated price of each Tender.

37. Determination of Best Evaluated Tender(s)

The Procuring entity shall compare all substantially compliant and responsive Tenders to determine the best evaluated Tender or Tenders, in accordance with Section 3, Evaluation Methodology and Criteria.

38. Post-qualification of the Tenderer

- 38.1 The Procuring entity shall determine to its satisfaction whether the Tenderer that is selected as having submitted the best evaluated Tender is qualified to perform the Contract satisfactorily. Where appropriate, details of post-qualification shall be stated in the TDS.
- 38.2 The determination shall be based upon an examination of the documentary evidence of the Tenderer's qualifications submitted by the Tenderer, pursuant to ITT Clause 19, to clarifications in accordance with ITT Clause 29 and the qualification criteria indicated in Section 3, Evaluation Methodology and Criteria. Factors not included in Section 3 shall not be used in the evaluation of the Tenderer's qualification.
- 38.3 An affirmative determination shall be a prerequisite for award of the Contract to the Tenderer. A negative determination shall result in disqualification of the Tender, in which event the Procuring entity shall proceed to the next best evaluated Tender to make a similar determination of that Tenderer's capabilities to perform satisfactorily.
- 38.4 If pre-qualification has been conducted, no post-qualification will be conducted but pre-qualification information shall be verified.

39. Negotiations

Negotiations are prohibited under this procedure.

F. Award of Contract

40. Award Procedure and Notice of Intention to award

- 40.1 The Procuring Entity shall issue a Notice of Intention to Award of Tender within 5 working days after the decision of the relevant approval's authority to award a contract, issue the Notice to all Tenderers and to the Agency for publication on its website.
- 40.2 No contract shall be signed within period of ten (10) working days after the date of display of the best evaluated Tenderer notice.
- 40.3 The Procuring entity shall award the Contract to the Tenderer whose offer has been determined to be the best evaluated Tender, provided that the Tenderer is determined to be qualified to perform the Contract satisfactorily.

41. Procuring entity's Right to Accept or Reject Any or All Tenders

The Procuring entity reserves the right to accept or reject any Tender, and to annul the Tendering process and reject all Tenders at any time prior to contract signature and issue by the Procuring entity, without thereby incurring any liability to Tenderers, subject to adherence to Regulation 26 and 27 of the Public Procurement Regulations 2020.

42. Procuring entity's Right to Vary Quantities at Time of Award

- 42.1 At the time the Contract is awarded, the Procuring entity reserves the right to increase or decrease the quantity of Goods and Related Services originally specified in Section 6, Statement of Requirements, provided this does not exceed the percentages indicated in the TDS which shall not be more than 10 percent, and without any change in the unit prices or other terms and conditions of the Tender and the Tendering Document.

43. Signing and Effectiveness of Contract

- 43.1 On expiry of the ten (10) working days period after the issuance of the letter of appointment/ letter of award the Procuring entity shall sign a contract with the successful Tenderer.
- 43.2 Failure by the successful Tenderer to sign the contract shall constitute sufficient ground for annulment of the contract award.
- 43.3 Effectiveness of the contract shall be subject to submission of a satisfactory Performance Security where applicable, and any other conditions specified in the Contract.

44. Debriefing

The Tenderer shall be provided with information on the reasons for the failure of its Tender after the notice of Intention to Award has been issued. The Procuring Entity shall give the tenderer a written debrief.

45. Performance Security

- 45.1 Within twenty-one (21) days of signing of the contract, the successful Tenderer shall where applicable, furnish to the Procuring entity a Performance Security in the amount stipulated in the SCC and in the form of on demand Bank Guarantee as stipulated in Section 9, denominated in the type and proportions of currencies of the

Contract. The performance security shall be issued by a Bank located in Eswatini or a foreign Bank through correspondence with a Bank located in Eswatini. On demand insurance bonds with proof of re-insurance, in the format included in Section 9 (contract forms) can be accepted.

46. Advance Payment and Security

- 46.1 If so, stated in the TDS, the Employer will provide an Advance Payment on the Contract Price, subject to a maximum amount, as stated in the TDS. This Payment shall be in the same currencies and proportions as the Contract Payment and shall be made in accordance with the GCC.
- 46.2 Unless otherwise specified in the contract, any advance payment shall only be made against the provision by the contractor/supplier of an advance payment guarantee, covering the full amount of the advance payment. The advance payment guarantee shall be issued by a Bank located in Eswatini or a foreign Bank through correspondence with a Bank located in Eswatini. On demand insurance bonds with proof of re-insurance, in the format included in Section 9 (contract forms) can be accepted.

47. Procurement Related Complaints and Administrative Review

- 47.1 The procedures for making a Procurement-related Complaint are as specified in the TDS

48. Abnormal Low and Abnormally High Prices

48.1 Abnormally Low Prices

- 48.1.1 An Abnormally Low Price is one where the financial price, in combination with other constituent elements of the Tender, appears unreasonably low to the extent that the price raises material concerns with the Procuring Entity as to the capability of the Tenderer to perform the Contract for the offered price.
- 48.1.2 In the event of identification of a potentially Abnormally Low Price by the evaluation committee, the Procuring Entity shall seek written clarification from the firm, including a detailed price analyses of its price in relation to the subject matter of the contract, scope, delivery schedule, allocation of risks and responsibilities and any other requirements of the Tendering document.
- 48.1.3 After evaluation of the price analyses, if the Procuring Entity determines that the firm has failed to demonstrate its capability to perform the contract for the offered price, the Procuring Entity shall reject the firm's Tender.

48.2 Abnormally High Prices

- 48.2.1 An abnormally high price is one where the proposal price, in combination with other constituent elements of the Tender, appears unreasonably too high to the extent that the Procuring Entity is concerned that it (the Procuring Entity) may not be getting value for money or it may be paying too high a price for the contract compared with market prices or that genuine competition between the Tenderers is compromised.
- 48.2.2 In case of an abnormally high tender price, the Procuring Entity shall make a survey of the market prices, check if the estimated cost of the contract is correct and review the Tendering Document to check if the specifications, scope of work and conditions

of contract are contributory to the abnormally high proposals. The Procuring Entity may also seek written clarification from the Tenderer on the reason or the high Tender price. The Procuring Entity shall proceed as follows:

- i) If the Tender price is abnormally high based on wrong estimated cost of the contract, the Procuring Entity may accept or not accept the proposal depending on the Procuring Entity's budget considerations.
- ii) If specifications, scope of work and/or conditions of contract are contributory to the abnormally high proposal prices, the Procuring Entity shall reject all Tenders and may re-invite for Tenders for the contract based on revised estimates, specifications, scope of work and conditions of contract.

48.2.3 If the Procuring Entity determines that the Tender Price is abnormally too high because genuine competition between Tenderers is compromised (often due to collusion, corruption or other manipulations), the Procuring Entity shall reject all Tenders and shall institute or cause competent Government Agencies to institute an investigation on the cause of the compromise and copy ESPPRA, before re-inviting tenders.

Section 2: Tender Data Sheet

Instructions to Tenderers Reference	Data relevant to the ITT
A. General	
ITT 1.1	The Procuring entity is: MUNICIPAL COUNCIL OF MBABANE
ITT 1.1	The subject of procurement is: SECURITY & LAW ENFORCEMENT SERVICES
ITT 1.1	The Procurement Reference number of the Tendering Document is: 02-2025/2026
ITT 1.1	The number and identification of lots comprising this Tendering Document is: The minimum and maximum number of Lots a Tenderer may Tender for is: One
ITT 5.5	The Tenderer <i>shall</i> be required to include with its Tender, documentation from the Manufacturer of the Goods, that it has been duly authorised to supply, in Eswatini, the Goods indicated in its Tender by submitting the Manufacturers Authorisation Form in Section 4 Tendering Forms.
B. Tendering Document	
ITT 7	For clarification purposes only, the Procuring entity's address is: Attention: Chief Executive Officer Electronic mail address: tenders@mbabane.org.sz
ITT 7	The Procuring entity will respond to any request for clarification provided that such request is received no later than 4th July 2025 .
C. Preparation of Tenders	
ITT 10.2	The language for the Tender is English .
ITT 11 (h)	The Tenderer shall submit with its Tender the following additional documents:
ITT 14.5	The Incoterms edition is: 2020
ITT 14.6(a)(i)	For Goods, the Tenderer shall quote prices using the following Incoterms:
ITT 14.7	The prices quoted by the Tenderer shall be: Emalangen
ITT 15.1(a)	For Goods and Related Services originating in Eswatini the currency of the Tender shall be: Emalangen
ITT 15.1(b)	For Goods and Related Services originating outside of Eswatini the currency of the Tender shall be: Emalangen

Instructions to Tenderers Reference	Data relevant to the ITT
ITT 18.3	Tenderers <i>shall</i> provide a representative sample of the Goods as detailed in Section 6 Statement of Requirements. Tenderers <i>shall</i> provide a demonstration of the use of the Goods during the evaluation process.
ITT 20.1	Tenders shall be valid until 18 October 2025
ITT 21.1	A Tender Security <i>shall</i> be required.
ITT 21.2	Where a Tender Security is required insert “The amount and currency of the Tender Security shall be E5000 .”
ITT 21.3	The Tender Security or Tender Securing Declaration shall be valid until 18 November 2025 .
ITT 22.1	In addition to the original of the Tender document, four copies are required:
D. Submission and Opening of Tenders	
ITT 24.1	For Tender submission purposes only, the Procuring entity’s address is: Attention: CHIEF EXECUTIVE OFFICER Physical Address: COUNCIL CIVIC OFFICES Floor/Room number: COUNCIL CHAMBER Town/City: MBABANE Country: ESWATINI The deadline for Tender submission is: 18 JULY 2025 Date and Time (CAT): 1200hrs
ITT 27.1	The Tender opening shall take place at: Physical Address: COUNCIL CIVIC OFFICES Floor/Room number: COUNCIL CHAMBER Town/City: MBABANE Country: ESWATINI Date and Time (CAT): 1200hrs
E. Evaluation of Tenders	
ITT 34	The currency that shall be used for financial evaluation purposes to convert all Tender prices expressed in various currencies into a single currency is: The source of exchange rate shall be: Central Bank of Eswatini. The date for the exchange rate shall be: 18th July 2025

Instructions to Tenderers Reference	Data relevant to the ITT
ITT 35.1	A margin of preference <i>shall</i> not apply. If a margin of preference applies, the application methodology shall be as stated in Section 3 Evaluation Methodology and Criteria.
ITT 35.2	<p>(a) The margin of preference for firms in Group A shall be: <i>[insert absolute percentage between 1 – 15%]</i></p> <p>(b) The margin of preference for firms in Group B shall be: <i>[insert absolute percentage between 1 – 7.5%]</i></p> <p>(c) The margin of preference for firms in Group C shall be: <i>[insert absolute percentage between 1 – 7.5%]</i></p>
F. Award of Contract	
ITT 42.1	<p>The maximum percentage by which quantities may be increased is: <i>[0-10%]</i></p> <p>The maximum percentage by which quantities may be decreased is: <i>[0-10%]</i></p>
ITT 46.1	The Advance Payment shall be limited to 0% percent of the Contract Price.
ITT 47.1	<p>The procedures for lodging a Procurement-related Complaint shall be regulated by section 46 through 49 of the public procurement Act accessible in the ESPPRA website https://esppra.co.sz</p> <p>If a Tenderer wishes to lodge a Procurement-related Complaint, the Tenderer shall submit its complaint following these procedures, in writing to:</p> <p>Title/position: CHIEF EXECUTIVE OFFICER</p> <p>Procuring Entity: MUNICIPAL COUNCIL OF MBABANE</p> <p>Email address: info@mbabane.org.sz</p>

Section 3: Evaluation Methodology and Criteria

A Evaluation Methodology

1. Evaluation Methodology Used

The evaluation methodology to be used for the evaluation of Tenders received shall be the Technical Compliance Selection methodology.

2. Summary of Methodology

- 2.1 The Technical Compliance Selection methodology recommends the lowest priced Tender, which is eligible, compliant, and substantially responsive to the technical and commercial requirements of the Tendering Document, provided that the Tenderer is determined to be qualified to perform the contract satisfactorily.
- 2.2 The evaluation shall be conducted in three sequential stages –
- (a) a preliminary examination to determine the eligibility of Tenderers and the administrative compliance of Tenders received;
 - (b) a technical evaluation to determine the commercial and technical responsiveness of the eligible and compliant Tenders; and
 - (c) a financial evaluation to compare costs of the eligible, compliant, responsive Tenders received and determine the best evaluated Tender.
- 2.3 Failure of a Tender at any stage of the evaluation shall prevent further consideration at the next stage of evaluation. Substantial responsiveness shall be considered a pass.

B Preliminary Examination Criteria

3. Eligibility Criteria

- 3.1 The eligibility requirements shall be determined for: -
- (a) Eligible Tenderers in accordance with ITT Clause 4 and Section 40 of the Public Procurement Act, 2011; and
 - (b) Eligible Goods and Related Services in accordance with ITT Clause 5.
- 3.2 The documentation required to provide evidence of eligibility shall be: -

	Eligibility Requirement	Documentary Evidence to be Provided by the Tenderer
(a)	The Tenderer has legal capacity to enter into the contract	Certificate of incorporation Trading licence Form C Form J
(b)	The Tenderer is not insolvent, in receivership, bankrupt or being wound up, its affairs are not being administered by a court or a judicial officer, its business activities have not been suspended, and it is not the subject of legal proceedings for any of the foregoing	A signed declaration by the bidder
(c)	The Tenderer has fulfilled its obligations to pay taxes	Tax Compliance Certificate issued by Tax Regulator [for Swati companies] or equivalent for foreign companies

(d)	The Tenderer has fulfilled its obligations to social security contributions	ENPF compliance certificate [for Swati companies] or equivalent for foreign companies
(e)	The Tenderer adheres to basic labour legislation	Labour compliance certificate [for Swati companies] or equivalent for foreign companies
(f)	The Tenderer does not have a conflict of interest in relation to the procurement requirement	A signed declaration by bidder
(g)	The Tenderer, or any of its directors or officers, have not been convicted of any criminal offence relating to professional conduct or the making of false statements or misrepresentations as to its qualifications to enter into a procurement contract within a period of five years preceding the commencement of procurement proceedings	Police clearances for directors
(f)	The Tenderer is not subject to suspension in accordance with section 55 [of the Public Procurement Act, 2011] ¹ , and none of its directors or officers have been involved in a tenderer or supplier currently subject to suspension	Tender eligibility declaration

Procuring Entity shall include “or equivalent document” in respect of international tenders and shall indicate the information provided by the corresponding document obtainable from the Eswatini jurisdiction appreciation of foreign bidders to submit corresponding documents.

¹ Refers to suspension by the Eswatini Public Procurement Regulatory Agency

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- 3.3 A Power of Attorney which if signed in Eswatini shall be registered; or if signed outside Eswatini shall be notarized authorising signature of the Tender on behalf of the Tenderer.
- 3.4 For a Joint Venture, the documentation in Section 3.2 shall be required for each member of the Joint Venture and the following additional documentation shall be required:
- (a) a certified copy of the Joint Venture Agreement or letter of intent to enter into such an agreement, which is legally binding on all partners, showing that:
 - (i) all partners shall be jointly and severally liable for the execution of the Contract in accordance with the Contract terms;
 - (ii) one of the partners will be nominated as being in charge, and receive instructions for and on behalf of any and all partners of the joint venture; and
 - (iii) the execution of the entire Contract, including payment, shall be done exclusively with the partner in charge.
 - (b) a Power of Attorney from each member of the JV nominating a Representative in the JV and a Power of Attorney from the JV nominating a representative who shall have the authority to conduct all business for and on behalf of any and all the parties of the JV during the Tendering process and, in the event the JV is awarded the Contract, during contract execution.

4. Administrative Compliance Criteria

The evaluation of Administrative Compliance shall be conducted in accordance with ITT Sub-Clauses 32.3 and 32.4.

C Technical Evaluation Criteria

5. Commercial Criteria

The commercial responsiveness of Tenders shall be evaluated in accordance with ITT Clause 33. The criteria shall be:

- (a) acceptance of the conditions of the proposed contract;
- (b) inclusion of all cost components required such as installation, training, inspection or proving, commissioning, in addition to the price of the Goods;
- (c) acceptable delivery schedule.

6. Technical Criteria

- 6.1 Technical responsiveness shall be evaluated in accordance with ITT Clause 33.3.
- 6.2 The Statement of Requirements details the minimum technical requirements. Responsiveness is determined by comparison of the specification offered to the specification required in Section 6 and the evaluation is conducted on a pass/fail basis. Substantial responsiveness shall be considered a pass.

Criteria	Maximum Points
Specific experience of the company in executing works of similar nature (completed similar works) <i>(a) >5 years - 8</i> <i>(b) >3-<5 years - 4</i> <i>(c) 0-2 years - 2</i>	8
Adequacy of the Proposed Approach and Methodology in responding to the Terms of Reference <i>Brief methodology of how work will be carried out outlining safety precautions, staff complements and outlining of the turn-around time of the servicing of critical equipment as outlined in the activity schedule = 15</i> <i>Site inspection = 15</i>	30
Similar Assignments undertaken by the firm <i>(a) List atleast three (3) of similar previous and current assignments undertaken in the past 10 years including contract values. (6)</i> <i>(b) Reference letters for three (3) similar assignments undertaken in the past 10 years (6)</i>	12
Key Plant, Tools and Equipment <i>(a) Operations office =5</i> <i>(b) Security patrol vehicles – LDV with tow bar (atleast 2) =10</i> <i>(c) Admin vehicle = 5</i> <i>(d) Animal transport trailers (6 cows per load)= 5</i> <i>(e) Guard house sentry boxes=5</i> <i>(f) Motorbike/s (atleast 1)= 5</i> <i>(g) Camera =5</i> <i>(h) Base radio=10</i> <i>(i) Occurrence Book (OB)</i> Include proof of ownership	25
Relevant Qualifications and Experience of the Key Personnel <i>List the Key Personal Required, minimum Academic Qualifications and CVs attached</i> <i>(a) Contracts Manager - Degree in security management with 5 yrs experience security management, Or Diploma in security management with 10 yrs experience, Business administration certificate, Customer service certificate = 8</i>	24

<p>(b) Overall Supervisor – Security management certificate or related field, Customer service certificate, Must be qualified to operate firearms, 3yrs experience = 8</p> <p>(c) Admin/ data clerk – Business management certificate, Customer service certificate, 3yrs experience =5</p> <p>(d) Control room operator - Diploma in IT , 3yrs experience in control room and access control operations = 4</p>	
Total:	100 points

D Financial evaluation Criteria

7. Costs to be included in Tender Price

The financial evaluation shall be conducted in accordance with ITT Clause 36. The costs to be included in the Tender price Tender are:

- (a) the unit and total delivered price based on the delivery terms requested and the quantity specified in Section 6;
- (b) taxes, duties and levies;

8. Non-cost Factors to be included in Evaluated Price

The non-cost factors to be included in the evaluated price are:

- (a) Adjustment for deviations in the schedule of payment, if applicable.
- (b) Adjustment for deviations in the delivery schedule, if applicable.

9. Margin of Preference

9.1 If the TDS specifies a margin of preference is applicable, for the purpose of Tender comparison, the following procedures will apply:

- (a) The Procuring entity will first review the Tenders to confirm the appropriateness of the classification, and to identify the Tender group classification of each based upon Tenderers' declaration of origin.
- (b) All evaluated Tenders in each group will then be compared to determine the lowest evaluated Tender of each group. The Tender prices for Tenderers NOT in Group A, Group B and Group C will be increased by the respective percentages of preference as specified in the Tender Data Sheet. *[For Example: (Tender Price of Tenderer Z)- (Tender Price of Tenderer Z x percentage specified in the Tender Data Sheet ITT 35.2)].* After application of the preferences, all the Tenders shall be compared, with the lowest-evaluated Tender determined from this comparison selected for the award.

10. Determination of Best Evaluated Tender or Tenders

10.1 The Tender with the lowest evaluated price, from among those which are eligible, compliant and substantially responsive shall be the best evaluated Tender. If this Tendering Document includes more than one lot, the best evaluated Tender shall be determined separately for each lot.

-
- 10.2 Notwithstanding paragraph 10.1, if this Tendering Document allows Tenderers to quote different prices for single lots and for the award to a single Tenderer of multiple lots, the Procuring entity shall conduct a further financial evaluation to apply any conditional discounts. The Tender or Tenders offering the lowest priced combination of all the lots shall be the best evaluated Tender or Tenders.

Section 4: Tendering Forms

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[This Tender Submission Sheet should be on the letterhead of the Tenderer and should be signed by a person with the proper authority to sign documents that are binding on the Tenderer]

Tender Submission Sheet

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

Procurement Reference No: *[insert Procurement Reference number]*

To: *[insert complete name of Procuring entity]*

We, the undersigned, declare that:

- (a) We have examined and have no reservations to the Tendering Document, including Addenda No.: *[insert the number and issue date of each Addenda]*;
- (b) We offer to supply in conformity with the Tendering Document and in accordance with the delivery schedule specified in the Statement of Requirements the following Goods and Related Services *[insert a brief description of the Goods and Related Services. Amend wording and attach relevant details if an alternative delivery schedule is proposed]*;
- (c) The total price of our Tender, excluding any discounts offered in item (d) below, is: *[insert the total Tender price in words and figures, indicating the various amounts and the respective currencies]*;
- (d) The discounts offered and the methodologies for their application are:
Unconditional discounts. If our Tender is accepted, the following discounts shall apply. *[Specify in detail each discount offered (e.g. amount/percentage) and the specific item of the Statement of Requirements to which it applies.]*
Methodology of application of the unconditional discounts. The discounts shall be applied using the following method: *[Specify precisely the method that shall be used to apply the discounts]*;
Conditional discounts. If our Tenders for more than one lot are accepted, the following discounts shall apply. *[Specify precisely each discount offered (e.g. amount/percentage) and the conditions of the discount.]*
Methodology of application of the conditional 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 Tender shall be valid until the date specified in ITT Sub-Clause 20.1 and it shall remain binding upon us and may be accepted at any time before that date;
- (f) We, including any subcontractors or providers for any part of the contract resulting from this procurement process, are eligible to participate in public procurement in accordance with ITT Clause 4.1
- (g) If our Tender is accepted, we commit to obtain a Performance Security in accordance with the Tendering Document in the amount of *[insert amount and currency in words and figures of the performance security]* for the due performance of the Contract;
- (h) We, including any subcontractors or Providers for any part of the contract, have nationals from the following eligible countries *[insert the nationality of the Tenderer, including that of all parties that comprise the Tenderer, if the Tenderer is a Joint Venture consortium or association, and the nationality of each subcontractor]*;
- (i) We undertake to abide by the Code of Ethical Conduct for Tenderers and Providers during the procurement process and the execution of any resulting contract;

Part 1: Section 4 Tendering Forms

- (j) We are not participating, as Tenderers, in more than one Tender in this Tendering process, other than alternative Tenders in accordance with the Tendering Document;
- (k) We do not have any conflict of interest and have not participated in the preparation of the original Statement of Requirements for the Procuring entity;
- (l) We, our affiliates or subsidiaries, including any subcontractors or Providers for any part of the contract, have not been debarred by the Eswatini Public Procurement Regulatory Agency from participating in public procurement;
- (m) The following commissions, gratuities, or fees have been paid or are to be paid with respect to the Tendering process or execution of the Contract: *[insert complete name of each Recipient, their full address, the reason for which each commission or gratuity was paid and the amount and currency of each such commission or gratuity. If none has been paid or is to be paid, indicate "none."]*

Name of Recipient	Address	Reason	Amount & Currency
<hr/>	<hr/>	<hr/>	<hr/>
<hr/>	<hr/>	<hr/>	<hr/>
<hr/>	<hr/>	<hr/>	<hr/>

- (o) We understand that you are not bound to accept the lowest Tender or any other Tender that you may receive.

Signed: *[signature of person whose name and capacity are shown below]*

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

In the capacity of *[insert legal capacity of person signing the Tender]*

Duly authorised to sign the Tender for and on behalf of: *[insert complete name of Tenderer]*

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

Declaration of Eligibility

[The Tenderer must provide a signed declaration on its company letterhead in the following format. If the tender is being presented by a joint venture or consortium all members must each sign their declaration.]

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

Re Tender Reference

In accordance with the eligibility requirements of the Invitation to Tender documents we hereby declare that: -

- (a) We, including any joint venture partners or consortium partners, are a legal entity and have the legal capacity to enter into the contract.
- (b) We are not insolvent, in receivership, bankrupt or being wound up, our affairs are not being administered by a court or a judicial officer, our business activities have not been suspended and we are not the subject of legal proceedings for any of the foregoing.
- (c) We have fulfilled our obligations to pay taxes and social security contributions.
- (d) We declare that we adhere to basic labour legislation.
- (e) We have not, and our directors or officers have not, been convicted of any criminal offence related to our/their professional conduct or the making of false statements or misrepresentations as to their qualifications to enter into a contract within a period of five years preceding the commencement of the procurement proceedings; and
- (f) I/We declare that we are eligible to participate in the above-mentioned public procurement tender as per paragraphs (a) – (e) above.
- (g) We further declare that we are not Politicians and or Public Officers.
- (h) That we do not have a **conflict of interest** in relation to the procurement requirement as defined in the Instructions to Tenderers.
- (i) I/We are aware that, where it shall be found that any or all of the below mentioned directors of our Company have provided misleading information in preparing this tender document, the tender will be cancelled, and contracts awarded shall be terminated immediately.

Name _____ (In the capacity of) _____

Authorised Representative Signature _____ Date _____

Code of Ethical Conduct in Business for Tenderers and Providers

1. Ethical Principles

Tenderers and providers shall at all times-

- (a) maintain integrity and independence in their professional judgement and conduct;
- (b) comply with both the letter and the spirit of-
 - i. the laws of Eswatini; and
 - ii. any contract awarded.
- (c) avoid associations with businesses and organisations which are in conflict with this code.

2. Standards

Tenderers and providers shall-

- (a) strive to provide works, services and Goods of high quality and accept full responsibility for all works, services or Goods provided;
- (b) comply with the professional standards of their industry or of any professional body of which they are members.

3. Conflict of Interest

Tenderers and providers shall not accept contracts which would constitute a conflict of interest with, any prior or current contract with any procuring entity. Tenderers and providers shall disclose to all concerned parties those conflicts of interest that cannot reasonably be avoided or escaped.

4. Confidentiality and Accuracy of Information

- (1) Information given by Tenderers and providers in the course of procurement processes, or the performance of contracts shall be true, fair and not designed to mislead.
- (2) Providers shall respect the confidentiality of information received in the course of performance of a contract and shall not use such information for personal gain.

5. Gifts and Hospitality

Tenderers and providers shall not offer gifts or hospitality directly or indirectly, to staff of a procuring entity that might be viewed by others as having an influence on a government procurement decision.

6. Inducements

- (1) Tenderers and providers shall not offer or give anything of value to influence the action of a public official in the procurement process or in contract execution.
- (2) Tenderers and providers shall not ask a public official to do anything which is inconsistent with the Act, Regulations, Guidelines or the Code of Ethical Conduct in Business.

7. Fraudulent Practices

Tenderers and providers shall not-

- (a) collude with other businesses and organisations with the intention of depriving a procuring entity of the benefits of free and open competition;
- (b) enter into business arrangements that might prevent the effective operation of fair competition;
- (c) engage in deceptive financial practices, such as bribery, double billing or other improper financial practices;
- (d) misrepresent facts in order to influence a procurement process or the execution of a contract to the detriment of the Procuring entity; or utter false documents;
- (e) unlawfully obtain information relating to a procurement process in order to influence the process or execution of a contract to the detriment of the PE; and

Part 1: Section 4 Tendering Forms

- (f) withholding information from the PE during contract execution to the detriment of the PE.

I agree to comply with the above code of ethical conduct in business.

AUTHORISED SIGNATORY

NAME OF TENDERER

Part 1: Section 4 Tendering Forms

[This Price Schedule should be signed by a person with the proper authority to sign documents for the Tenderer. It should be included by the Tenderer in its Tender. The Tenderer may reproduce this in landscape format but is responsible for its accurate reproduction].

Price Schedule for Goods and Related Services

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

Procurement Reference No: *[insert Procurement Reference number]*

Name of Tenderer: *[Insert the name of the Tenderer]*

1	2	3	4	5	6	7	8	9
Item No.	Goods or Related Services	Country of origin	Percent of Eswatini origin as a % of the ex-factory price ²	Quantity (No. of units)	Unit prices ³		Import Duties, Sales and other taxes per unit ²	Total Price
					Ex-factory Ex-warehouse	Delivery and Incidental Costs		
<i>[insert number of items corresponding to Statement of Requirements]</i>	<i>[insert brief description name of Goods or Related Services]</i>	<i>[insert country of origin of the item]</i>	<i>[if the margin of preference applies, insert percentage of Eswatini origin for this item and include the name and address of the production facility separately below]</i>	<i>[insert number of units of this item to be purchased]</i>	<i>[insert the unit price of this item, in accordance with the Incoterms stated, but excluding all import duties and taxes, paid or payable in Eswatini]</i>	<i>[insert the unit price for delivery in accordance with the delivery terms (Incoterms) but excluding all import duties and taxes, paid or payable in Eswatini]</i>	<i>[insert all import duties, taxes paid or payable in Eswatini on this item]</i>	<i>[insert the total price for this item, which should equate to columns 5x (6+7+8)]</i>

Signed: *[signature of person whose name and capacity are shown below]*

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

In the capacity of *[insert legal capacity of person signing the Tender]*

Duly authorised to sign the Tender for and on behalf of: *[insert complete name of Tenderer]*

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

² In accordance with margin of preference ITB Clause 35, if applicable

³ In accordance with ITB Clauses 14 and 15

[This Tender Security should be on the letterhead of the issuing Financial Institution and should be signed by a person with the proper authority to sign the Tender Security. It should be included by the Tenderer in its Tender, if so, indicated in the TDS].

Tender Security

Date: *[insert date (as day, month and year) of Tender submission]*
Procurement Reference No.: *[insert Procurement Reference number]*

To: *[insert complete name of Procuring entity]*

Whereas *[insert complete name of Tenderer]* (hereinafter “the Tenderer”) has submitted its Tender dated *[insert date (as day, month and year) of Tender submission]* for Procurement Reference number *[insert Procurement Reference number]* for the supply of *[insert brief description of the Goods and Related Services]*, hereinafter called “the Tender .”

KNOW ALL PEOPLE by these presents that WE *[insert complete name of institution issuing the Tender Security]*, of *[insert city of domicile and country of nationality]* having our registered office at *[insert full address of the issuing institution]* (hereinafter “the Guarantor”), are bound unto *[insert complete name of the Procuring entity]* (hereinafter “the Procuring entity”) in the sum of *[specify in words and figures the amount and currency of the Tender security]*, for which payment well and truly to be made to the aforementioned Procuring entity, the Guarantor binds itself, its successors or assignees by these presents. Sealed with the Common Seal of this Guarantor this *[insert day in numbers]* day of *[insert month]*, *[insert year]*.

THE CONDITIONS of this obligation are the following:

1. If the Tenderer withdraws its Tender during the period of Tender validity specified by the Tenderer in the Tender Submission Sheet, except as provided in ITT Sub-Clause 21.2; or
2. If the Tenderer, having been notified of the acceptance of its Tender by the Procuring entity, during the period of Tender validity, fails or refuses to:
 - (a) sign the Contract in accordance with ITT Clause 42; or
 - (b) furnish the Performance Security, in accordance with the ITT Clause 44; or
 - (c) accept the correction of its Tender by the Procuring Entity, pursuant to ITT Clause 31;

We undertake to pay the Procuring entity up to the above amount upon receipt of its first written demand, without the Procuring entity having to substantiate its demand, provided that in its demand the Procuring entity states that the amount claimed by it is due to it, owing to the occurrence of one or more of the above conditions, specifying the occurred conditions.

This security shall remain in force up to and including *[Insert date, month and year as per ITT Clause 21.3]* and any demand in respect thereof should be received by the Guarantor no later than the above date.

Signed: *[insert signature of person whose name and capacity are shown below]*

Name: *[insert complete name of person signing the Security]* In the capacity of *[insert legal capacity of person signing the Security]* duly authorised to sign the Security for and on behalf of: *[insert complete name of the Financial Institution]*

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

[Use Tenderer's Letterhead]
[Name of Tenderer]
[Physical Address of Tenderer]

Tender-Securing Declaration

Date: *[insert date (as day, month and year)]*
Subject of procurement and Reference No.: *[insert Procurement Reference Number of Tendering process]*

To: *[insert complete name of Procuring entity]*

I/We, the undersigned, declare that:

1. I/We understand that, according to your conditions, Tenders must be supported by a Tender-Securing Declaration.
2. I/We accept that we may be suspended by the Agency in terms of section 55 read with 56 of the Public Procurement Act, 2011 from being eligible for Tendering in any contract with the Government of The Kingdom of Eswatini, if we are in breach of our obligation(s) under the Tender conditions, because we:
 - (a) have withdrawn our Tender during the period of Tender validity specified by us in the Tender Submission Sheet or
 - (b) having been notified of the acceptance of our Tender by the Procuring entity during the period of Tender validity fail or refuse to (i) sign the contract, (ii) fail or refuse to furnish the Performance Security in accordance with ITT Clause 43; or (iii) fail or refuse to accept the correction of our Tender by the Procuring entity, pursuant to ITT Clause 31;
3. I/We understand this Tender Securing Declaration shall cease to be valid if I/we are not the successful Tenderer, upon the earlier of (i) the expiry of the notice of best evaluated Tenderer or (ii) upon the expiration of the validity of my/our Tender on the *[insert Tender validity date]*,

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

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

Duly authorized to sign the Tender securing declaration for and on behalf of: *[insert complete name of Tenderer]*

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

Corporate Seal (where appropriate)

*Please delete as appropriate

[This authorization should be on the letterhead of the Manufacturer and should be signed by a person with the proper authority to sign such an authorization. It should be included by the Tenderer in its Tender, if so, indicated in the TDS].

Manufacturer's Authorisation

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

Procurement Reference No.: *[insert Procurement Reference Number]*

To: *[insert complete name of Procuring entity]*

WHEREAS *[insert complete name of Manufacturer]*, who are official manufacturers of *[insert type of Goods manufactured]*, having factories at *[insert full address of Manufacturer]*, do hereby authorise *[insert complete name of Tenderer]* to submit a Tender in relation to the Tendering Document indicated above, the purpose of which is to provide the following Goods, manufactured by us *[insert name 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 29 of the General Conditions of Contract, with respect to the Goods offered by the above firm in reply to the Invitation for Tenders.

Signed: *[signature of person whose name and capacity are shown below]*

Name: *[insert complete name of person signing the Manufacturer's Authorisation]*

In the capacity of *[insert legal capacity of person signing the Manufacturer's Authorisation]*

Duly authorised to sign the Manufacturer's Authorisation for and on behalf of: *[insert complete name of Manufacturer]*

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

Section 5: Eligible Countries

All countries are eligible except countries subject to the following provisions.

A country shall not be eligible if:

- (a) as a matter of law or official regulation, the Government of The Kingdom of Eswatini prohibits commercial relations with that country, provided that the Government of The Kingdom of Eswatini is satisfied that such exclusion does not preclude effective competition for the provision of Goods or related services required; or
- (b) by an act of compliance with a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations, the Government of The Kingdom of Eswatini prohibits any import of Goods from that country or any payments to persons or entities in that country.

PART 2 - Statement of Requirements

Section 6: Statement of Requirements

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1. List of Goods and Related Services

Item number	Brief Description of Goods and Related Services	Quantity	Unit of Measure

2. Delivery and Completion Schedule

The delivery or completion period shall commence from the date of contract signature and effectiveness. Refer to the Incoterm in the GCC26 for the interpretation of the delivery period.

Item number	Brief Description of Goods or Related Services	Delivery/ Completion Period (<i>days/wks/mths</i>)	Delivery Point/ Site

3. Specification and Compliance Sheet

Column b states the minimum technical specification of the item(s) required by the Procuring entity.

The Tenderer is to complete column c with the technical specification of the item(s) offered and to state “comply” or “not comply” and give details of the areas of non-compliance.

Column d provides the technical literature of the specification offered.

Item No.	Technical Specification required including applicable standards	Compliance specification offered	Technical literature on specification offered in column c
<i>a</i>	<i>b</i>	<i>c</i>	<i>d</i>
1			
2			
3			
4			
5			
6			
7			
8			

The detailed technical evaluation will examine the technical specification of the items offered in column c and determine whether this meets the minimum specification in column b. Tenderers must complete column c or the Tender will be rejected. **Tenderers are required to use column d to include technical literature to support the details provided in column c.**

4. Drawings

List of related Drawings		
Drawing number	Drawing name	Purpose

5. Inspections and Tests

List of Inspections and Tests	
Items subject to Inspection and Tests;	
Type of inspection or tests and the standards to be met;	
Location of the inspection or tests;	
Inspection agency;	
Timing of the inspection;	
Notifications or documentation required from the Tenderer;	
Provision of any samples for inspection;	
Cost of the inspection;	
Arrangements and costs for any re-inspection required;	
Any other relevant details.	

PART 3 - Contract

Section 7: General Conditions of Contract for the Procurement of Goods

Any resulting contract shall be subject to the Government of Eswatini General Conditions of Contract (GCC) for the Procurement of Goods (available on the website – Procuring Entity or ESPPRA) except where modified by the Special Conditions below.

Section 8: Special Conditions of Contract

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

GCC clause reference	Special Conditions
	The Procurement Reference Number is: 02-2025/2026
GCC 1(g)	The Eligible Countries: Eswatini
GCC 1(o)	The Site for delivery of the Goods is: Municipal Council of Mbabane
GCC 2.1(f)	The other documents forming part of the Contract are: SERVICE LEVEL AGREEMENT, PERFORMANCE EVALUATION TEMPLATE
GCC 4.2 (b)	The version of Incoterms shall be: 2020
GCC 5.1	The language shall be: ENGLISH
GCC 6	The individuals or firms in a joint venture, consortium or association shall be jointly and severally liable.
GCC 8.1	<p>For <u>notices</u>, the Procuring entity's address shall be:</p> <p>Attention: CHIEF EXECUTIVE OFFICER</p> <p>Physical Address: COUNCIL CIVIC OFFICES MAHLOKOHLA STREET</p> <p>Town/City: MBABANE</p> <p>Postal Address: PO BOX 1 MBABANE</p> <p>Country: ESWATINI</p> <p>Telephone: 24097000</p> <p>Electronic mail address: tenders@mbabane.org.sz</p> <p>For <u>notices</u>, the Provider's address shall be:</p> <p>Attention: _____</p> <p>Physical Address: _____</p> <p>Town/City: _____</p> <p>Postal Address: _____</p> <p>Country: _____</p> <p>Telephone: _____</p> <p>Electronic mail address: _____</p>
GCC 9	The Governing law shall be the law of The Kingdom of Eswatini
GCC 10.2	The formal mechanism for the resolution of disputes shall be the Arbitration. Procuring entity shall discuss with the best evaluated tenderer on or before contracting on the appointment of an arbitrator for the contract.
GCC 12	Date of delivery shall be: AS PER TORs

GCC clause reference	Special Conditions
	<p>The shipping and other documents to be furnished by the Provider are: <u>NA</u></p> <p>The point of delivery shall be: <u>NA</u></p>
GCC 15.2	The price adjustment shall be: <u>ANNUALLY</u>
GCC 16.1	The structure of payments shall be: <u>MONTHLY 30 DAYS AFTER INVOICE RECEIPT</u>
GCC 16.3	The payment period shall be: <u>36 MONTHS</u>
GCC 16.4	The currency(ies) for payments shall be: <u>EMALANGENI</u>
GCC 17.1	<p>An advance payment guarantee <i>shall not</i> be required.</p> <p>The period of validity of the Advance Payment Guarantee shall be: <u>NA</u></p>
GCC 18.1	The Provider shall be responsible for all taxes, import duties and levies imposed on the Provider except for the following:
GCC 18.2	<p>The Procuring entity shall be responsible for all taxes, import duties and levies imposed by law in Eswatini on the Goods except for the following: <u>NA</u></p>
GCC 19.1	<p>A Performance Security <u> </u> shall not <u> </u> be required.</p> <p>The amount of the Performance Security shall be: <u> </u> NA <u> </u></p> <p>The currency shall be: <u> </u> NA <u> </u></p>
GCC 19.3	<p>The forms of acceptable Performance Securities are:</p> <p><u> </u> NA <u> </u></p>
GCC 19.4	<p>Discharge of the Performance Security shall take place:</p> <p><u> </u> NA <u> </u></p>
GCC 24.2	<p>The packing, marking and documentation within and outside the packages shall be:</p> <p><u> </u> NA <u> </u></p>
GCC 25	<p>The insurance coverage shall/shall not be required:</p> <p>Where insurance coverage is required, the Goods shall be insured 110% of the total contract value.</p>
GCC 26	The INCOTERMS shall be: <u>NA</u>
GCC 28	<p>Liquidated Damages shall/shall not apply.</p> <p>The liquidated damage shall be: <u> </u> % (per day/week)</p> <p>The maximum amount of liquidated damages shall be: <u> </u></p>
GCC 29.3	The period of validity of the Warranty shall be: <u> </u>
GCC 29.5	The period within which the Provider shall repair or replace defective Goods shall be: <u> </u>

GCC clause reference	Special Conditions
GCC 31(b)	The amount of aggregate liability shall be: _____

1. INTRODUCTION

The Municipal Council of Mbabane is established and governed in terms of the Urban Government Act of 1969. The Municipal Council of Mbabane (City Council of Mbabane) is a municipal entity located in the capital city of Eswatini, Mbabane. The key strategic thrusts of the organisation include the provision of Community Services, Technical Services, as well the Office of the Chief Executive Officer (CEO) and Corporate Services. The Municipal Council of Mbabane is ultimately accountable for the governance of the municipal area living up to the ideals and values of the Municipal Council of Mbabane to ensure that Mbabane demonstrates “Responsive, Quality Service on Time”.

2. BACKGROUND

The Municipal Council of Mbabane invites interested and appropriate Service Providers to provide Bids for the provision of Security and Law Enforcement services to the Municipal Council of Mbabane.

3. SCOPE OF WORK**A. Nuisance Abatement & Law Enforcement**

- Identification, monitoring, and enforcement against nuisances such as noise pollution, illegal dumping, illegal vending, illegal mechanic, dilapidated vehicles animal nuisance, vandalism, public indecency and public disturbances.
- Enforcement of municipal bylaws and regulations.
- Complaint management system: receiving, investigating, and resolving nuisance-related reports.
- Regular patrols to deter nuisance activities and maintain law and order.
- Removal of mentally challenged persons within the city.
- Removal of animal nuisance in the city, transport them to animal pound or elimination.

B. Property & Public Safety

- Regular security patrols of municipal property, parks, public spaces, and critical infrastructure.
- Enforcement of property safety standards (e.g., unauthorized access prevention, vandalism control).
- Responding to security breaches or threats to municipal assets.
- Incident reporting and documentation.
- Ensure public safety in recreational areas e.g. Children play area, outdoor gym & swimming pool.

C. Events Security

- Planning and provision of security for municipal events (public gatherings, festivals, ceremonies, etc.).
- Crowd control, access management, and screening.
- Coordination with event organizers and municipal authorities.
- Emergency plan implementation during events.

D. Emergency Preparedness & Response

- Development and implementation of security emergency response protocols including armed robbery preparedness and response.
- Training municipal staff and security personnel in emergency procedures.
- Rapid response to incidents such as fires, natural disasters, accidents, or security threats.
- Coordination with local police, fire, ambulance, and disaster management agencies.
- Conducting drills and simulations to test emergency readiness.

E. Administration of security services

- Liaising with REPS on operational activities.
- Record and maintain security occurrences.
- Management of records pertaining to security incidents.
- Preparation of duty rosters and deployment records
- Monthly reporting to Council

4. EQUIPMENT AND MATERIALS

The Service Provider will provide and maintain the following:

- Operations office
- Security patrol vehicles – LDV with tow bar
- Admin vehicle
- Animal transport trailers (6 cows per load)
- Guard house sentry boxes
- Motorbike/s
- Camera
- Base radio
- Occurrence Book (OB)
- Working equipment for security guards
- Handcuffs
- Whistles
- Pepper spray
- Rubber baton
- Taizer
- Flashlight
- Walkie talkie
- Webbing belt
- Notebook

5. EXPECTED DELIVERABLES

A	Corporate security	formal corporate uniform
B	Guarding, patrolling and animal nuisance security	Combat uniform, safety boots
C	Body guarding and protocolling	Formal uniform
E	Marshals (Adhoc) (daily paid)	Combat uniform, safety boots, reflector vests
F	Security Dog	Trained guard dog

Area	Number	Category
Offices		
MCM (HQTS)RECEPTION	2	A
MCM (HQTS) PARKING BOOM GATE	2	B
SECURITY OFFICE	2	B
CORONATION PARK OFFICES	2	B
Care Points		
ZONE 4 CLINIC	2	B
MAHWALALA CARE POINT	2	B
SDWASHINI SOS CARE POINT	2	B
MSUNDUZA CARE POINT	2	B
FONTEYN CARE POINT	2	B
MANGWANENI CARE POINT	2	B
Cemetries		
MAHHWALALA CEMETRY	2	B
MANGWANENI	2	B

Markets		
SDWASHINI MARKET	1	B
MBABANE MARKET & PARKING	7	B
MSUNDUZA HALL	1	B
MSUNDUZA MARKET	2	B
Residencies		
MCM VACANT HOUSES	2	B
CEO RESIDENCE	2	B
CBD		
BUSRANK	7	B
Nuisance abatement		
PRINCE OF WALES CAR WASH / PUMPS	1	B
ILLIGAL CARWASH MANZANA	1	B
ILLIGAL CARWASH GOLFCOURSE	1	B
Streets (Illegal street vending)		
SHEFFIELD ROAD	1	B
BETHUSILE STREET	1	B
Depots		
MAIN DEPOT	4	B
FORMER ANIMAL POUND	2	B
LANDFILL FOREST	2	B

LANDFILL	2	B
Parks		
CORONATION PARK & DRIVE WAY	1	B
SELECTION PARK	3	B
CHECKERS GARDEN PARK	1	B

6. INDEMNITY

The Service Provider shall indemnify the Municipal Council of Mbabane against any claim for compensation in terms of Workmen's Compensation Legislation and/or any other public liability claim for any loss which the Service Provider is liable for.

7. EVALUATION PROCESS

In order to facilitate a transparent selection process that allows equal opportunity to all Service Providers, the Municipal Council of Mbabane will adhere to its policy on the appointment of Service Providers and the provisions in the BDS.

8. GENERAL

8.1 Below are compulsory requirements for this service:

- It is important to note that the successful persons will work under the supervision of a Municipal Council of Mbabane representative, abide by Municipal Council of Mbabane Code of Conduct, and other organisational guidelines.

8.3 Service providers are encouraged to consider engaging Council employees who have experience with the terrain of Mbabane.

8.2 Further information regarding Supply Chain or Technical matters and queries can be sent via email to: tenders@mbabane.org.sz.

- All quotations/price tenders must be valid for the duration of the service and rates will be subject to inflation adjustment annually with rate determined by Council.
- Service Provider must comply with the Occupational Health & Safety Act 2001,
- The Service Provider must comply with the Industrial Relations Act of 2000, as amended.
- The Service Provider must have a PPE policy stating the frequency of issue of the PPE.
- Service providers must have a proven track record in a similar assignment.
- Service providers must be Financially stable.

9. TERMS AND CONDITIONS

9.1 Municipal Council of Mbabane undertakes to pay in full within thirty (30) days, all valid claims for work done to its satisfaction upon presentation of a substantiated claim/invoice.

9.2 No payments will be made where there is outstanding information / work by Service Providers.

10. SUBMISSION OF TENDER

10.1 Tenders should be submitted on or before the 18th July 2025 by no later than 1200Hrs to the following address:

Attention: Director Community Services
Municipal Council of Mbabane
Civic Centre
1 Mahlokohla Street
MBABANE

10.2 The selection of the qualifying tenders will be at the Municipal Council of Mbabane's sole discretion. The Municipal Council of Mbabane does not bind itself to accept any particular Bid / tender, and the Municipal Council of Mbabane reserves the right not to appoint the Service Providers.

Part III – Activity Schedule

Section V. Activity Schedule (Bill of Quantities)

Category	Description	Rate per Month	Rate per day
A	Corporate security		
B	Guarding, patrolling and animal nuisance security		
C	Body guarding and protocolling		
D	Cash in transit		
E	Marshals (Adhoc) (daily paid)		
F	Security Dog		

ANNEXURE 1

SERVICE LEVEL AGREEMENT

BETWEEN

MUNICIPAL COUNCIL OF MBABANE

AND

.....

SERVICE LEVEL AGREEMENT

Entered into

BETWEEN

THE MUNICIPAL COUNCIL OF MBABANE
Hereafter referred as “Council” on the one

A statutory body established in terms of Part II of the Urban Government Act No. 8 of 1969, represented herein by **Gciniwe Fakudze** in her capacity as Town Clerk and duly authorised thereto by the Council.

AND

Hereafter referred to Service Provider

A Service Provider engaged by Council for Security and Law Enforcement represented herein by in his capacity as Managing Director and duly authorised thereto by the “Service Provider”.

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1. PREAMBLE

WHEREAS, the Council is desirous to ensure that the security and law enforcement services within the boundaries of the Municipal Council of Mbabane is properly managed through the set Service Level Agreement.

AND WHEREAS, the Council is also desirous to ensure compliance with all applicable environmental laws in the process of maintaining the Municipal Council of Mbabane's security and law enforcement services.

AND WHEREAS, the Council further intends to ensure efficient provision of security and law enforcement services at all times as stated in the annexures attached herein;

AND WHEREAS, the Council wishes to engage, as an independent Service Provider to manage the Municipal Council of Mbabane Security and law enforcement services in **Mbabane** on the terms and conditions set out in this agreement, and the Service Provider is willing to accept such engagement or appointment;

NOW THEREFORE, THE PARTIES HEREBY AGREE AS FOLLOWS:

2. DEFINITIONS AND INTERPRETATIONS

In this agreement, Clause headings are for convenience and intends not be used in its interpretation and, unless the context clearly indicates a contrary intention, the following expressions shall bear the meanings assigned to them below and cognate expressions bear corresponding meanings:

"Agreement"	means this Service Level Agreement between the Council and the Service Provider.
"Auditors"	means a firm of auditors duly registered according to the rules and requirements of the Eswatini Institute of Accountants.
"Anniversary"	means the end of the 12 th month in the 26 th month and the 33 rd Month from the commencement date of this agreement.

“Commencement date” means the(Date of start of Contract).

“Confidential information” means proprietary information made available to a party pertaining to the other party or its business, which includes, but is not limited to all information that has a commercial value and is not available to the public.

“Council” means the Municipal Council of Mbabane being a statutory body duly incorporated in terms of the Urban Government Act, 1969.

“Community” means and include among others individuals, companies, locals, foreigners, private citizens, government employees, private or public entities employees, municipal employees within the Mbabane City.

“Services,” means provision of the Security and law enforcement services in Mbabane that include abatement and reporting any nuisances to Council.

“Service Provider” means a Name of the company duly incorporated according to the laws of Eswatini with registration number and engaged under this agreement by the Municipal Council of Mbabane for the provision of Security and law enforcement Services in Mbabane.

“Signature Date” means the date on which this Agreement is signed by the party that signs it last;

“Termination Date” means the date on which this Agreement is terminated in terms of Clause 15.

For the purposes of this Agreement, unless the context requires otherwise:

- a. A reference to any one gender, whether masculine, feminine or neuter, includes the other two; and

- b. Any word or expression defined in and for the purposes of this Agreement shall, if expressed in the singular, include the plural and vice versa and a cognate word expression shall have a corresponding meaning.
- c. The singular shall include the plural and vice versa;
- d. A party includes a reference to that Party's successors in title and assigns allowed at law; and
- e. A reference to a consecutive series of two or more Clauses is deemed to be inclusive of both the first and last-mentioned Clauses.
- f. Any substantive provision, conferring rights or imposing obligations on a Party and appearing in any of the definitions in this Clause 2 or elsewhere in this Agreement, shall be given effect to as if it were a substantive provision in the body of the Agreement.
- g. Words and expressions defined in any Clause shall, unless the application of any such word or expression is specifically limited to that Clause, bear the meaning assigned to such word or expression throughout this Agreement.
- h. Unless otherwise provided, defined terms appearing in this Agreement in Title case shall be given their meaning as defined, while the same terms appearing in lower case shall be interpreted in accordance with their English meaning.
- i. A reference to any statutory enactment shall be construed as a reference to that enactment as at the Signature Date and as amended or substituted from time to time.
- j. Unless specifically otherwise provided, any number of days prescribed shall be determined by excluding the first and including the last day or, where the last day falls on a day that is not a business day, the next succeeding business day shall prevail.
- k. If the due date for performance of any obligation in terms of this Agreement is a day which is not a business day, then (unless otherwise

stipulated) the due date for performance of the relevant obligation shall be the immediately preceding business day.

- I. Where figures are referred to in numerals and in words, and there is any conflict between the two, the words shall prevail, unless the context indicates a contrary intention.

3. ENGAGEMENT FOR SERVICES

- 3.1 The Council hereby appoints the Service Provider, which hereby accepts such appointment, as an independent Service Provider, to render the Services subject to the terms and conditions of this Agreement.
- 3.2 Notwithstanding anything to the contrary, this Agreement does not constitute an agreement of employment, partnership, Joint Venture or, serve as expressly stated otherwise, agency between Council and the Service Provider and shall not give rise to any relationship of employer and employee, master and servant, save as expressly stated otherwise. Accordingly, neither party shall have authority to conclude a contract in the name of the other, to grant or pledge credit of the other, to incur liabilities on behalf of the other, or to employ any person on behalf of the other and neither party shall hold itself out to have such authority or purport to exercise any such authority.

4. DURATION

- 4.1 Notwithstanding the date of signature hereof, this Agreement shall commence on the commencement date and shall endure for 36 Months from the time of contract signing.

5. OBLIGATIONS OF THE SERVICE PROVIDER

Notwithstanding the conditions set in Performance and Standard Outputs (Appendix A) attached hereon and the Special Conditions of Contract and Performance Specifications, the Service Provider shall be expected:

- 5.1 Manage the Security and law enforcement services in terms of the Urban Government Regulations of 1969.

- 5.2 Provision of an annual maintenance schedule of equipment.
- 5.3 Aesthetically acceptable equipment at all times.
- 5.4 First Aider is available for the team.
- 5.5 Emergency Action Plan Available.
- 5.6 Comply with the Occupational Health and Safety Act 2001.
- 5.7 Comply with Council safety standards.
- 5.8 Comply with the Industrial Act and Labour Laws
- 5.9 Comply with the Urban Government Regulations of 1969, and other relevant legislative requirements and guidelines.
- 5.10 NCR closed within Council timelines.
- 5.11 Issue invoice of work completed in line with Council requirements.
- 5.12 Ensure complaints do not exceed at most (2) complaint per month.
- 5.13 The employees should always be in full protective clothing which has the Service Provider branding at all times.
- 5.14 Report faults immediately for swift action by Council.
- 5.15 Produce monthly reports to Council on the work carried out by the Service Provider and challenges. Reports should be submitted on the 20th day of every month. If the 20th falls on a weekend the following working day shall be deemed to be the day of submission of the report.
- 5.16 Exercise the skill required of a reasonable person in the same position of the Service Provider in the performance of the Services.
- 5.17 Exercise due diligence and care in dealing with stakeholders.
- 5.18 Avoid unnecessary damages to street furniture and stakeholder's infrastructure.
- 5.19 Comply with relevant public labour and environmental legislations in existence in the country.

- 5.20 All employees must further have a valid Police Clearance Report.
- 5.21 The provision of qualified, competent and well-trained personnel and supervision thereof, required for the fulfilment of the security and law enforcement services.
- 5.22 At all times ensure that all staff is neatly clothed in approved company uniforms with necessary Personal Protective Equipment (PPE) which shall include, but not limited to, protective gears, head cover, shoes and hand gloves, rain coats, etc. in compliance with the Health and Safety Act of 2001 as amended.
- 5.23 The Service Provider shall draw and maintain an effective PPE Policy which shall regulate among other things, the type of relevant PPE, quality, replacement time, wear and tear, preventability, labels (branding), cleanliness and neatness etc.
- 5.24 The Service Provider to ensure that the PPE policy is adhered to, and the copy of which shall be deposited with the Council Quality Assurance and Risk Manager.
- 5.25 All Personnel engaged by the Service Provider for the delivery of services sought by Council herein shall possess the relevant and appropriate minimal training and qualifications or relevant experience, in working with large numbers of people.
- 5.26 All Personnel engaged by the Service Provider for the delivery of services sought by Council shall have an exposure to customer care and shall undertake Customer Care Training with a recognized and reputable institution within 3 months of the engagement of the Service Provider by Council, or employee by the service provider. Proof of such training shall be deposited with Council within seven (7) days of training.
- 5.27 The Service Provider shall ensure that its personnel are timely and adequately paid in terms of gazetted or legally acceptable wages.
- 5.28 All reasonable steps will be taken by the Service Provider to attend to all industrial matters of the employees to avoid any industrial action; and it shall

remain the Service Provider's responsibility to inform the Council of any threats of an industrial action; and shall further ensure the availability of contingency plans to minimize disruption of services to Council.

- 5.29 The preparation and submission of detailed authentic invoices for verification and approval for Council to remit to the service provider on agreed timelines.
- 5.30 Ensuring response times/submission times in respect of the provision of the Services and/or invoices will at all times be in accordance with the requirements of the Municipal Council of Mbabane.
- 5.31 The Service Provider shall ensure that personnel dedicated for serving the Council shall not be moved to other stations outside the Council without the consent of the Council.
- 5.32 All personnel dedicated to providing service to Council should be people of good character, clean and traceable record, of matured mind and loyal.
- 5.33 The Service Provider to formally notify the Council if any of its employees dedicated to service the Council:
 - 5.33.1 Is indisposed for a period longer than three (3) working days;
 - 5.33.2 Is under investigation for anything or is facing disciplinary case;
 - 5.33.3 Has been indicted for any misdemeanor by a competent authority;
 - 5.33.4 Has been forthwith dismissed;
 - 5.33.5 Has been diagnosed with a notifiable disease that has a huge potential to infect other people.

6. OTHER SERVICES

- 6.1 Nothing contained in this Agreement shall be construed as in any way preventing Service Provider from –
 - 6.1.1 Rendering services to other municipalities or organizations and charging for such services.

6.1.2 Operating at its cost and for its own benefit, any other business within the jurisdiction of the Council or anywhere else.

6.1.3 Ceding any or all of its rights in terms of this Agreement to third parties.

7. OBLIGATION OF COUNCIL

7.1 Council undertakes to pay in full within thirty (30) days, all valid claims for work done to its satisfaction upon presentation of a substantiated claim/invoice.

7.2 No payments will be made where there is outstanding information / work by Service Providers or when there is a dispute of fact regarding the work being invoiced.

7.3 After the first 12 months of engagement of the Service Provider, the Council shall adjust the unit rates of the Service Provider for inflation annually, upon request from the service provider, submitted in terms of Clause 5.85.

7.4 Council shall determine the rate of increase of the Service Provider's rates annually and confirm in writing to the Service Provider. The rate will be comparable to the current National inflation rate at the time of receipt of the request, before or on the 9 month of each year of engagement.

7.4.1 The Council shall not entertain any request for increment in terms of Clause 7.3 that is submitted later than three months from the set timeline in Clause 5.85 and the Service Provider agrees to be fully bound by this Clause.

7.5 Council shall ensure that the Service Provider has access to all the places/offices where the services are required during all the required times.

7.6 Council to provide induction to employees of the Service Provider who are dedicated to provide services to Council.

7.7 The Council reserves the right to verify the adherence to Clause 5.76 by the Service Provider through interalties, random inspection of the employees'

payments and PPE; and the Service Provider hereby grants the Council such a right.

- 7.8 The Council shall have the right to call for an immediate remedying of any flaws found during the inspections of obligation to the service provider, Clause 5 and also the power to surcharge the Service Provider 5% on the invoice of the next month and subsequent months until such breach or flaw is rectified.

8. FEES AND COSTS

- 8.1 Council shall make payments for the services after 30 days upon receipt of official monthly invoice;

9. CONTRACT APPRAISAL

- 9.1 The Service Provider shall be subjected to an objective and reasonable monthly' performance appraisal by the Council to determine the overall performance of the Service Provider on agreed deliverables as per attached Appendixes:

- 9.1.1 The Service Provider shall be subjected to a probation period of Six months (6) during which;

- 9.1.1.1 The Service Provider shall be alerted of weakness and areas for improvement,

- 9.1.1.2 The Service Provider shall address in full the areas of weakness identified within the specified period,

- 9.1.1.3 Should the Service Provider fail to meet the set targets or make corrections or improvements as directed by the Council during the third month for the probation period, Council may extend the probation period by a further three months (3), where if the service provider continues to fail to meet set targets, improvements or corrections during the second period of the probation appraisal, the Council shall reserve the right to cancel the agreement forthwith.

- 9.1.1.4 The Annual Performance appraisals will be done within the first month preceding the yearly anniversary of this agreement.

9.1.1.5 The minimum performance to qualify for renewal is an average of 70% in the first year, and 85 % in the subsequent years.

9.1.1.6 There shall be monthly performance appraisals, where the service provider is expected to score a minimum of 85% monthly after the 6 months' probation period.

9.1.1.7 Performance below the minimum score in Clause 9.1.1.6, will attract a non-performance penalty deduction of 10% on what is to be remitted to the service provider in the preceding month.

9.1.1.8 Performances below the minimum scores in Clause 9.1.1.6 may lead to Council terminating the Contract with immediate effect.

9.1.1.9 Council has the right to review the deliverables annually after the appraisal have been conducted for that particular year.

10. WARRANTIES

10.1 The Service Provider hereby warrants to the Council that it has the commercial and technical expertise to render the Services to the Council.

10.2 The Service Provider hereby warrants to the Council that it is duly authorised and has obtained all necessary approvals to enter into this Agreement.

10.3 The Service Provider hereby warrants to the Council that any person(s) employed by it to execute the services in terms of this Agreement will be qualified and suitable to perform the services and shall perform the services properly, diligently, promptly, efficiently and in compliance with the relevant environmental laws stated above.

10.4 The Service Provider shall do all possible means to minimise any disruption of services to Council however caused.

11. CONFIDENTIAL INFORMATION

11.1 Professional Confidentiality:

11.1.1 The Service Provider is cognisant that it will be providing the required services in offices that contain highly confidential information and as such

all its employees who will service such sensitive offices shall be equipped with high level of confidentiality;

11.1.2 The Service Provider remains fully accountable should any of the confidentiality element be compromised by direct or indirect commission or omission by her employees.

11.1.3 The Service Provider's employees are responsible for reporting anything they view as having the potential to compromise confidentiality in their workstations.

11.2 General Confidentiality:

Each party shall:

11.2.1 Keep confidential the confidential information of the other party and use the same care to do so as it uses to protect its own confidential information; and

11.2.2 Not disclose or grant access to the other party's confidential information or any part thereof to any other person unless it is necessary in order to perform its obligations in terms of this Agreement or laws of the Kingdom of Eswatini.

11.2.3 The obligations set out in Clause 10.1 shall not apply to any:

11.2.4 Confidential information which the receiving party can demonstrate is already in the public domain or becomes available to the public through no breach by the receiving party;

11.2.5 Confidential information which was rightfully in the receiving party's possession without obligation of confidence prior to receipt from the disclosing party, as proven by its written records;

11.2.6 Confidential information which can be proven to have been rightfully received by the receiving party from a third party without obligation of confidence;

11.2.7 Confidential information which is independently developed by the receiving party as proven by its written records;

11.2.8 Confidential information which is approved for release with the prior written consent of the disclosing party; and

11.2.9 Disclosure of confidential information which is required by law to be disclosed or must be disclosed in order to comply with a judicial order or decree, provided that the receiving party has (where reasonably possible) given the disclosing party written notice of such request such that the disclosing party has an opportunity to defend, limit or protect such disclosure.

11.3 The rights and obligations in terms of this Clause 10 are divisible from the rest of this Agreement, and shall remain of full force and effect, notwithstanding termination of this Agreement for any reason whatsoever, and shall continue to be effective indefinitely without limit in time.

12. COPYRIGHT

The ownership of rights in, and pertaining to, any invention, discovery or improvement, which includes ideas, concepts know-how or technique, developed pursuant to this Agreement, shall vest in the Council in the event that Council buys the Service Provider's equipment at the end of the contract.

13. INDEMNITY AND LIMITATION OF LIABILITY

13.1 The Service Provider shall accept liability for and indemnify and keep indemnified the Council from and against claims, losses, damages and expenses relating to injury to any persons or loss of or damage to any property which may arise out of any negligent or intentional act or omission by the Service Provider in relation to this Agreement and against all claims, demands, proceedings, damages, costs, charges and expenses whatsoever in respect thereof on in relation thereto.

13.2 The Service Provider hereby indemnifies and holds the Council harmless against any claim of any nature relating to any aspect of this Agreement that the Service Provider or any of its employees, directors, holding company or subsidiaries, might institute against the Council.

13.3 Save as otherwise set out in this Agreement, the Service Provider hereby indemnifies and holds the Council harmless against loss, damage, costs and/or expenses which the Service Provider may suffer or incur and any claim which may be brought against the Service Provider by any third party in respect of any loss, liability, damage, costs and/or expenses of any willful or negligent act or omissions on the part of the Service Provider or any of its employees.

13.4 The Service Provider shall provide a fidelity insurance cover or public liability cover against possible loss or damage.

13.4.1 The Service Provider shall register with the insurance the interest of the Council in the Fidelity Cover or public liability Cover.

13.4.2 The Service Provider shall provide to Council a valid certificate of the insurance throughout the lifetime of the Agreement. This certificate shall be deposited with the Director Finance and a copy to the Human Resources Manager of Council.

14. BREACH

If either party commits a breach of its obligations in terms of this Agreement, the party not in breach shall:

14.1 In respect of any material breach, in addition and without prejudice to its rights in law or under this Agreement, including but not limited to its right to claim damages, be entitled to terminate this Agreement forthwith on notice to the party in breach, if the breach is not remedied within 7 (seven) business days after receipt by the party in breach of a written notice requiring it to do so; and

14.2 In respect of any breach other than that referred to in Clause 14.1, and without prejudice, be entitled to exercise all other remedies available to it in law which are consistent with this Agreement remaining in force including the claiming of specific performance (in so far as permissible) and/or damages, if the party in breach fails to remedy the breach within 7 (seven) business days after receipt by it of written notice requiring it to remedy the breach.

14.3 Notwithstanding the provisions of Clause 15, the Council may still require the breach identified through the appraisals in clause 9 to be rectified within the agreed time and failure to adhere to this may lead to an immediate cancellation of this Agreement.

15. TERMINATION

15.1 Notwithstanding the provisions of Clause 4 and Clause 14, either party may terminate this Agreement with immediate effect by written notice:

15.2 If the party fails to render the required services in terms of this Agreement;

15.3 If the other party ceases or threatens to cease operating its business as a going concern;

15.4 If a judicial management or a curator ship order is made against it;

15.5 If any resolution or petition is passed or made for its winding up (other than solely for the purposes of amalgamation or reconstruction); and

15.6 If a judicial manager or curator is appointed for any of its businesses, assets or undertakings.

15.7 Notwithstanding anything to the contrary, and notwithstanding the termination of this Agreement or any part thereof for any reason whatsoever, the provisions of this Agreement which expressly or by implication are intended to survive such termination, shall survive such termination and shall continue to be of full force and effect.

15.8 Termination of this Agreement or any part thereof shall in no way affect the liability of either party to the other in respect of any amounts which are, at the date of such termination, due, owing and payable by either party to the other after the date of termination.

15.9 In the event of termination of this Agreement or any part thereof, any amount paid by either party to the other in respect of any obligation to be performed after the date of such termination and which will not be transferable as a result of such

termination shall, within 28 (twenty eight) days after such termination, be repaid to the party that has made such payment.

15.10 If either party purports to terminate this Agreement or part thereof or claims that this Agreement or any part thereof has terminated for any reason whatsoever, and the other party for any reason whatsoever disputes such termination, then both parties shall, without prejudice to their respective rights in terms of this Agreement in law, continue to perform all their respective obligations in terms of this Agreement until such time that the dispute is finally determined.

15.11 Notwithstanding any provision of this Agreement on termination of this Agreement the Council will purchase from the Service Provider at a market value all equipment purchased by the Service Provider for purposes of implementing this Agreement.

16. DISPUTE RESOLUTION

16.1 Any dispute which may arise between the Parties, shall be referred for determination to the Chief Executive Officer / Managing Director / Controlling Officer of each Party respectively (or their nominated representatives) for joint determination and if the dispute cannot be resolved amongst them within 7 (seven) days of such dispute being referred to them then it shall be referred for determination in accordance with the provisions of the remainder of this Clause 15.

16.2 The Parties shall appoint the arbitrator, and failing Agreement, the arbitrator shall be nominated by the President for the time being of the Law Society of Eswatini.

16.3 The arbitration shall be held in Mbabane or as may be otherwise directed by the appointed arbitrator.

16.4 The arbitration shall be held in accordance with the Rules of Arbitration Foundation of South Africa (AFSA), or if AFSA shall not be in existence, in accordance with the formalities and procedures settled by the arbitrator, which shall be in an informal and summary manner, that is, it shall not be necessary to observe or carry out either the usual formalities or procedures or the strict rules of evidence, and otherwise subject as aforesaid of the applicable laws and any statutory modification or re-enactment thereof.

16.5 The arbitrator shall be entitled to:

16.5.1 investigate or cause to be investigated any matter, fact or thing which he considers necessary or desirable in connection with any matter referred to him for decision; and/or make such award, including an award for specific performance, an interdict damages or a penalty or the costs of arbitration or otherwise as he in his discretion may deem fit and appropriate.

16.5.2 The arbitration shall be held as quickly as possible after it is demanded, with a view to it being completed within 30 (thirty) days after it has been so demanded and the decision of the arbitrator shall be final and binding on the Parties.

16.5.3 This Clause 16 is severable from the rest of the Agreement and shall therefore remain in effect even if this Agreement is terminated.

16.5.4 Clause 19 shall not preclude any Party from obtaining interim relief on an urgent basis from a court of competent jurisdiction pending the decision of the arbitrator.

17. FORCE MAJEURE

17.1 Neither party shall be liable to the other for its failure to perform the defective performance nor any delay in performing any obligation in terms of this Agreement in the event and to the extent that such failure or delay is caused by force majeure.

17.2 For the purposes of this Agreement" force majeure" shall mean any circumstance beyond the reasonable control of the party giving notice of force majeure ("the affected party") including, but not limited to terrorism, revolution, invasion, insurrection, riot, civil commotion, mob violence, sabotage, blockade, embargo, boycott, the exercise of military or usurped power, fire, explosion, theft storm, flood, rain, draught, wind, lightning, or any other adverse weather condition, epidemic, quarantine, major accident, acts or restraints of government imposition, or restrictions or embargos on imports or exports.

17.3 Notwithstanding the provisions of Clause 16.2, inability to meet a payment because of lack of funds shall in no circumstances be treated as an event of force majeure.

- 17.4 The affected party shall give notice thereof to the party not so affected (“the other party”) immediately upon the occurrence of an event of force majeure and again immediately on the cessation thereof.
- 17.5 If the event the force majeure is in such a nature that it will result in the impossibility of performance of an obligation going to the root of this Agreement, the other party shall be entitled, on receipt of this notice of the force majeure event, to terminate this Agreement upon notice to the affected party, but shall not be entitled to recover any damages which it may suffer as a result of such premature termination.
- 17.6 If the event of force majeure is of such a nature that it will not result in the impossibility of performance of the obligation in question, but will delay the performance thereof, then the affected party shall be entitled to such extension of time in which to perform that obligation as may be reasonable in the circumstances, taking into account the interests of both parties, provided that if such force majeure situation persists for a period in excess of 30 (thirty) days, the other party shall be entitled to terminate this Agreement, but shall not be entitled to recover any damages which it may suffer as a result of such premature termination.

18. GENERAL

18.1 Communications

All notices, demands and other written communications under this Agreement shall be in English and shall be delivered to the address in Clause 18 of the contract.

18.2 Remedies

No remedy conferred by this Agreement is intended to be exclusive of any other remedy which is otherwise available at law, by statute or otherwise. Each remedy shall be cumulative and in addition to every other remedy given hereunder or now or hereafter existing at law, by statute or otherwise. The election of any 1 (one) or more remedy by either of the parties shall not constitute a waiver by such party of the right to pursue any other remedy.

18.3 Severance

If any provision of this Agreement is rendered void, illegal or unenforceable in any respect under any law, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby and the parties shall endeavor in good faith to agree to an alternative provision to the void, illegal or unenforceable provision.

18.4 Survival of rights, duties and obligations

Termination of this Agreement for any cause shall not release a party from any liability which at the time of termination has already accrued to such party or which thereafter may accrue in respect of any act or omission prior to such termination.

18.5 Entire Agreement

This Agreement constitute the entire agreement between the parties and, save as otherwise expressly provided, no modification, amendment or waiver of any of the provisions of this Agreement shall be effective, unless made in writing specifically referring to this Agreement and duly signed by or on behalf of the parties.

18.6 Assignment

This Agreement shall be binding to the parties and to their respective successors and assigns; provided that neither party shall be entitled to cede its rights and delegate its obligations under this Agreement without the prior written consent of the other party.

18.7 Further Assurance

Each party shall co-operate with the other party and execute and deliver to the other party such other instruments and documents and take such other actions as may be reasonably requested from time to time in order to carry out, evidence and confirm its rights and the intended purpose of this Agreement.

18.8 Good Faith

Each of the parties undertakes with the other to do all things reasonably within its power, which are necessary or desirable to give effect to the spirit and intent of this Agreement.

18.9 Jurisdiction

18.9.1 This Agreement shall be governed by and construed in accordance with the laws of the Kingdom of Eswatini.

18.9.2 In the event of proceedings arising out of or in connection with this Agreement being instituted in the ordinary courts of law, such proceedings shall be instituted in the High Court and the parties consent to the jurisdiction of the High Court of Eswatini.

19 ADDRESSES

19.1 The parties choose for the purposes of this Agreement the following postal and email addresses:

MUNICIPAL COUNCIL OF MBABANE:

Physical address : Civic Offices, 1 Mahlokohla Street

Postal Address : P.O. Box 1, Mbabane H100

Email Address : citycouncil@mbacity.org.sz

Company :

Physical Address :

Postal Address :

Email Address :

19.2 Any legal process to be served on either of the parties may be served on it at the address specified for it in Clause 18.1 and it chooses that address as its domicile citadi et executadi for all purposes under this Agreement.

19.3 Any notice or other communication to be given to either of the parties in terms of this Agreement shall be valid and effective only if it is given in writing, provided that any notice given by telefax shall be regarded for this purpose as having been given in writing.

- 19.4 A notice to either party which is sent by registered post in a correctly addressed envelope to the address specified for it in Clause 18.1 shall be deemed to have been received (unless the contrary is proved) within 5 (five) business days from the date it was posted, or which it is delivered to the party by hand at that address shall be deemed to have been received on the day of delivery, provided it was delivered to a responsible person during ordinary business hours.
- 19.5 Notwithstanding anything to the contrary in this Clause 18, a written notice or other communication actually received by either the Council's designated Representative or the Service Provider's Representative, as the case may be, (and for which written receipt has been obtained) shall be adequate written notice or communication to it notwithstanding that the notice was not sent to or delivered at its chosen address.
- 19.6 Either party may by written notice to the other party change its address for the purposes of Clause 18.1 to any other address (other than a post office box number) provided that the change shall become effective on the 5th (fifth) business day after the receipt of the notice.

20 COSTS

- 20.1 Any costs, including attorney and own clients costs, incurred by either party arising out of the other party breaching any of the provisions of this Agreement, shall be borne by the party in breach.

**THUS DONE AND SIGNED BY THE COUNCIL AT ON THIS..... DAY OF
..... 2025**

AS WITNESSES:

1

.....
FOR AND ON BEHALF OF COUNCIL

2

**THUS DONE AND SIGNED BY THE SERVICE PROVIDER AT ON THIS.....
DAY OF2025**

AS WITNESSES:

1

.....

FOR AND ON BEHALF OF SERVICE PROVIDER

2

Section 9: Contract Forms

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Agreement

Procurement Reference No:

THIS AGREEMENT entered into on the _____ day of _____, _____, between _____ of _____ (hereinafter “the Procuring entity”), of the one part, and _____ of _____ (hereinafter “the Provider”), of the other part:

WHEREAS the Procuring entity invited Tenders for certain Goods and Related Services, viz., _____ and _____ has accepted a Tender by the Provider for the provision of those Goods and Related Services in the sum of _____ (hereinafter “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 Contract referred to.
2. In consideration of the payments to be made by the Procuring entity to the Provider as indicated in this Agreement, the Provider hereby covenants with the Procuring entity to provide the Goods and Related Services and to remedy defects therein in conformity in all respects with the provisions of the Contract.
3. The Procuring entity hereby covenants to pay the Provider in consideration of the provision of the Goods and Related 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 law specified in the Special Conditions of Contract on the day, month and year indicated above.

Signed by _____ (for the Procuring entity)

Name: _____ Position: _____

In the presence of:

Name: _____ Position: _____

Signed by _____ (for the Provider)

Name: _____ Position: _____

In the presence of:

Name: _____ Position: _____

[The Performance Security should be on the letterhead of the issuing Financial Institution and should be signed by a person with the proper authority to sign documents that are binding on the Financial Institution]

Performance Security

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

Procurement Reference No: *[insert Procurement Reference Number]*

To: *[insert complete name of Procuring entity]*

WHEREAS *[insert name complete of Provider]* (hereinafter “the Provider”) has undertaken, pursuant to Contract No. *[insert number]* dated *[insert day, month and year]* to supply *[brief description of the Goods and Related Services]* (hereinafter “the Contract”).

AND WHEREAS it has been stipulated by you in the aforementioned Contract that the Provider shall furnish you with a security *[insert type of security]* issued by a reputable guarantor for the sum specified therein as security for compliance with the Provider’s performance obligations in accordance with the Contract.

AND WHEREAS the undersigned *[insert complete name of Guarantor]*, legally domiciled in *[insert complete address of Guarantor]*, (hereinafter the “Guarantor”), have agreed to give the Provider a security:

THEREFORE WE hereby affirm that we are Guarantors and responsible to you, on behalf of the Provider, up to a total of *[insert currency and amount of guarantee in words and figures]* and we undertake to pay you, upon your first written demand declaring the Provider to be in default under the Contract, without cavil or argument, any sum or sums within the limits of *[insert currency and amount of guarantee in words and figures]* as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

This security is valid until the *[insert number]* day of *[insert month]*, *[insert year]*.

Name: *[insert complete name of person signing the Performance Security]*

In the capacity of *[insert legal capacity of person signing the Performance Security]*

Signed: *[signature of person whose name and capacity are shown above]*

Duly authorised to sign the Performance Security for and on behalf of: *[insert complete name of Financial Institution]*

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

[The Advance Payment Security should be on the letterhead of the issuing Financial Institution and should be signed by a person with the proper authority to sign documents that are binding on the Financial Institution]

Advance Payment Security

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

Procurement Reference No.: *[insert Procurement Reference Number]*

To: *[insert complete name of Procuring entity]*

In accordance with the payment provision included in the Contract, in relation to advance payments, *[insert complete name of Provider]* (hereinafter called “the Provider”) shall deposit with the Procuring entity a security consisting of *[indicate type of security]*, to guarantee its proper and faithful performance of the obligations imposed by said Clause of the Contract, in the amount of *[insert currency and amount of guarantee in words and figures]*.

We, the undersigned *[insert complete name of Guarantor]*, legally domiciled in *[insert full address of Guarantor]* (hereinafter “the Guarantor”), as instructed by the Provider, agree unconditionally and irrevocably to guarantee as primary obligor and not as surety merely, the payment to the Procuring entity on its first demand without whatsoever right of objection on our part and without its first claim to the Provider, in the amount not exceeding *[insert currency and amount of guarantee in words and figures]*.

This security shall remain valid and in full effect from the date of the advance payment received by the Provider under the Contract until *[insert day, month and year]*.

Name: *[insert complete name of person signing the Payment Security]*

In the capacity of *[insert legal capacity of person signing the Payment Security]*

Signed: *[signature of person whose name and capacity are shown above]*

Duly authorised to sign the Payment Security for and on behalf of: *[insert complete name of the Financial Institution]*

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