



REQUEST FOR TENDERS

FOR

PROVISION OF UN-ARMED SECURITY SERVICES

TENDER No. : RFT-NDMA 2024/04

TENDER Name : **PROVISION OF UN-ARMED SECURITY SERVICES**

Tender Closing Date : Friday, 17th January 2025
Not later than 12:00hrs

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SECTION ONE - LETTER OF INVITATION TO TENDER

P. O. Box 8909
Mbabane
Eswatini

25 November 2024

Tender Reference: RFT-NDMA 2024/04

Dear Sir/Madam

The National Disaster Management Agency (NDMA) is the principal institution mandated to coordinate a comprehensive disaster risk management system in the Kingdom of Eswatini and envisages to develop a shared understanding of multi-agency preparedness, response and recovery arrangements across responding agencies to reduce the impact of current and future hazards.

As part of its mandate the NDMA operates a fully-fledged warehouse in Matsapha. The warehouse is located 1ST Avenue Matsapha Industrial Site, LotNo:225 next to Eswatini Wire. There is a requirement for a comprehensive and dedicated day and night watch guard due to the nature of the activities that are being undertaken in the warehouse. A total of four (04) personnel are required. Two (02) security guard during the day and two (02) at night.

Based on this background the NDMA hereby invites professional, experienced and highly qualified Service Provider to undertake the assignment for the provision of unarmed security services. This shall be for a period of one (01) year with a possibility of extension depending on performance from the date of contract signature. The Service Provider shall execute all security services for the organization in accordance with standards and best practices set for the industry.

This tender is opened to every Service Provider with the required experience and expertise to provide the service as required. However, the National Disaster Management Agency does not bind itself to award the tender to the lowest bidder nor to award the tender.

Details on the tender submission date, time and address are provided in part C of the Instruction to Tenderers. For any request for further information regarding this invitation to tender document, bidders are advised to submit their proposals, in writing to: procurement@ndma.org.sz. Request for information and clarification must be sent not later 07th January 2025, request submitted after this date will not be responded to.

Yours Sincerely,

Victor Mahlalela

Chief Executive Officer

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1.0 INVITATION TO TENDER

RFT-NDMA 2024/04 UNARMED SECURITY SERVICES

Tenders are hereby invited from suitable, qualified, registered, and reputable **local** Service Providers for Unarmed security services for the National Disaster Management Agency. The RFT is downloaded at www.esppra.co.sz or www.ndma.org.sz.

2.0 DEFINITIONS

- | | |
|----------------------------|--|
| a) NDMA | National Disaster Management Agency |
| b) TENDERERS | Vendors submitting proposals. |
| c) LOCAL CURRENCY | Lilangeni (SZL). |
| d) SERVICES | The work to be performed by the Service provider pursuant to this Contract. |
| e) PARTY | Company or the Service provider, as the case may be, and "Parties" means both of them. |
| f) PROCURING ENTITY | National Disaster Management Agency |
| g) BUSINESS DAY | Any day of the week other than Saturdays, Sundays, or public holidays in Eswatini. |

3.0 TERMS OF REFERENCE

3.1 BACKGROUND

The NDMA invites eligible and suitably qualified unarmed security service providers to provide 24 hours 7 days a week security services in Matsapha. A total of four (04) personnel are required for one site only, Matsapha Warehouse. We require two (02) security guard during the day and two (02) at night. The Agency therefore requires the services of a professional, experienced and highly qualified Service Provider to undertake assignment for the provision of the required unarmed security services. The Service Provider shall execute all security services for the organization in accordance with standards and best practices set for the industry.

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3.0 Scope of the Assignment

- 4.0.1 The Security Company must be fully licensed and be in possession of all legal permits for providing unarmed security services and will be required to produce evidence by means of certified copies of these documents.
- 4.0.2 All personnel to be assigned by the security company for the performance of work under the contract must be qualified as security guards.
- 4.0.3 The security guards will be unarmed and tasked to prevent unauthorized entry of persons or vehicles into the NDMA premises.
- 4.0.4 The security personnel on duty will be required to report any violations immediately to NDMA Security Officer in charge of security services.
- 4.0.5 The Security personnel on duty shall be expected to closely control and monitor restricted areas within the premises.
- 4.0.6 Security company should install patrol baton gadget and keep record and also provide two-way radio.
- 4.0.7 The security shall be expected to patrol the premises/fence and report immediately any violations observed.
- 4.0.8 Security personnel shall prevent unauthorised removal of NDMA property by conducting visual non-destructive or invasive search of vehicles entering and exiting the NDMA premises as well as hand carried items.
- 4.0.9 Security company shall provide trained security guards and should train its personnel to be able to identify potentially unsafe conditions and how to react to their existence.
- 4.0.10 Security company shall train its personnel in the use of fire-fighting equipment and be aware of the necessary actions to minimise damage.
- 4.0.11 Security company shall ensure that security are deployed on time to the sites and be in a position to replace security guards immediately should the designated personnel not be available.
- 4.0.12 Security company shall maintain personal files of guards deployed to the NDMA premises. These files should include background checks or police clearance reports and photos of the designated guards which should be accessible to NDMA security officer or designate should it be necessary.
- 4.0.13 The Shift supervisor should do site patrols

3.1 Assignment Duration

This shall be for a period of one (01) year with a possibility of extension depending on performance from the date of contract signature.

3.2 Contract supervision and obligations by (NDMA)

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meetings will be held between the NDMA's Security Officer and the Security Company to review performance or when the need arises. The Service Provider shall be expected to put corrective action within the agreed period.

3.3 Qualifications

- 4.3.1 Security Personnel should possess O'Level certificate
- 4.3.2 Personnel must be over 20 years of age
- 4.3.3 Be physically fit and able to perform all general security and patrol duties and functions
- 4.3.4 Be of sober habits and no smoking during working hours, neat. Presentable and professional
- 4.3.5 Be in good health with no hindrance to perform duties
- 4.3.6 Be able literate enough to read, write and speak basic English and SiSwati
- 4.3.7 No criminal history (provide Police Clearance Certificate)

5.0 TENDER EVALUATION CRITERIA

The evaluation will be a Quality and Cost-Based Selection Model as follows:

Stage 1 Preliminary Evaluation

A preliminary evaluation will be undertaken to determine compliance on whether tenders are complete and responsive to the basic instructions and requirements of the tender document. A binary approach (Yes or No) will be used when evaluating the submission of eligibility documents. A bidder who fails to submit the documents as required may be disqualified from further evaluation.

Stage 2 Technical Evaluation

The NDMA's evaluation committee shall evaluate the Technical Proposals on the basis of their responsiveness to the description of service and the RFT, applying the evaluation criteria, description, and point system specified below. Each responsive Proposal will be given a technical score. A Proposal shall be rejected at this stage if it does not respond to important aspects of the RFT or if it fails to achieve the minimum technical score **of 70 points.**

The evaluation criteria shall be as follows:

Description	Score	Weighted Score
1. Relevant Experience of Firm <ul style="list-style-type: none"> Must have more than 6 years in the industry and security must be core business and licensed to provide unarmed security 	30	

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<p>services. Less than 6 years will be scored based on the below formula.</p> <p><i>Number of years $((x) / 6) * 30$</i></p>		
<p>2. Track Record</p> <ul style="list-style-type: none"> Trade Reference Letters from at least three (3) organizations in the corporate sector including contact details such as Client/Company Name, Telephone Number, and Email Address. regarding the contracts. Less than 3 clients will be scored based on the below formula. <p><i>Number of positive verified references $((x) / 3) * 20$</i> <i>NB: NDMA reserves the right to contact and visit any of the referenced clients listed.</i></p>	20	
<p>3. Declaration</p> <p>Signed declaration that the bidder has not been and is not subject to judgement for fraud, corruption, or any other illegal activity (affidavit)</p>	10	
<p>4. Pre-employment Screening</p> <p>Proof that the security company conducts criminal, psychological, and background checks (as authorized by laws of Eswatini) for all its employed security guards. Provide Police Clearance for Security Personnel.</p>	20	
<p>5. Proposed Security Guard CV</p> <p>CVs for all proposed security personnel emphasizing on their experience(s) as security guards</p>	10	
<p>6. Training of Proposed Security Guards</p> <p>Evidence of training provided to security guards</p>	10	
Total	100	

Stage 3 Financial Evaluation

The financial evaluation of the bids will follow the following process:

The evaluation team will review the financial bids and determine the evaluation price for each proposal.

The weighted scores (technical and financial) shall be added together to give a total score for each proposal and the service provider with the highest score shall be recommended for award.

The weights to be used for the evaluation are as follows:

- Technical – **70%**
- Financial – **30%**

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The formula for determining the financial scores (Sf) of all Proposals is calculated as follows:
 $Sf = 100 \times Fm / F$,

Where: "Sf" is the financial score, "Fm" is the lowest price, and "F" the price of the proposal under consideration.

A Single Stage, two-envelope bidding will be used for this tender. Technical proposals must be submitted separately from the financial proposals, each wrapped in a separately sealed envelope and clearly marked 'technical proposal' and 'financial proposal,' respectively.

SECTION TWO - INSTRUCTION TO BIDDERS

A. Key information to Tenderers

- | | |
|--------------------------------|---|
| 1. Conflict of Interest | <p>1.1 The Service Provider is required to provide professional, objective, and impartial advice, always holding the Client's interest's paramount, strictly avoiding conflicts with other assignments or its own corporate interests and acting without any consideration for future work.</p> <p>1.2 The Service Provider has an obligation to disclose to the Client any situation of actual or potential conflict that impacts its capacity to serve the best interest of its client. Failure to disclose such situations may lead to the disqualification of the Service Provider or the termination of its Contract.</p> |
| 2. Eligibility | <p>2.1 The NDMA shall consider local and International registered and operating companies to (individuals and Companies, including Joint Ventures and their individual members) to supply the required services.</p> <p>2.2 Furthermore, it is the Service Provider's responsibility to ensure that its Experts, joint venture members, Sub-Contractors, agents (declared or not), sub-contractors, service providers, Contractor and/or their employees meet the eligibility requirements as established by the NDMA in this section.</p> <p>2.3 Interested service providers must submit the following valid document to prove their eligibility to tender for the required</p> |

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goods and services and such shall form part of the preliminary evaluation.

- a. Detailed Company profile
- b. Certified copy of Trading license
- c. Original and Valid Tax Compliance certificate
- d. Certified copies of ENPF certificate or equivalent for international consultants.
- e. Certified copies of labour compliance certificate or equivalent for international
- f. Certified Copy of Form J or international equivalent
- g. Certified Copy of Form C for companies or international equivalent
- h. Police Clearance or affidavit proving that directors/ Security Personal of the company have not convicted of any criminal offenses relative to procurement.
- i. Certified ID copies for Directors
- j. Letters from at least three relevant trade references
- k. Signed Declaration of Eligibility

3. Restrictions for Public Employees 3.1 Government officials and civil servants are not eligible to tender for these requirements.

4. Service Provider Debarment 4.1 A firm that is under a sanction of debarment by the National Public Procurement Regulatory Agency or any international agency from being awarded a contract is not eligible to participate in this procurement.

B. Preparation of Tenders

5. General Considerations 5.1 In preparing the Tender, the Service Provider is expected to examine in detail the product specification and align offers to the required standard. Material deficiencies in providing the information requested in the RFT may result in rejection of the Tender.

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- 6. Cost of Preparation of Tender** 6.1 The Service Provider shall bear all costs associated with the preparation and submission of its Tender, and the Client shall not be responsible or liable for those costs, regardless of the conduct or outcome of the selection process. The Client is not bound to accept any Tender, and reserves the right to annul the selection process at any time prior to Contract award, without thereby incurring any liability to the Service Provider.
- 7. Language** 7.1 The Tender, as well as all correspondence and documents relating to the Tender exchanged between the Service Provider and the Client, shall be written in English language. Where documents such as certificates are included issued in different language, the Service Provider shall provide an interpreted version of same.
- 8. Documents Comprising the Tender** 8.1 The Tender shall comprise all the documents required to prove their eligibility to participate in this tender as mentioned in section 2.3 of this document.
- 9. Only One Tender** 9.1 The Service Provider (including the individual members of any Joint Venture) shall submit only one Tender, either in its own name or as part of a Joint Venture in another Tender. If a Service Provider, including any Joint Venture member, submits or participates in more than one Tender, all such Tenders shall be disqualified and rejected.
- 10. Tender Validity** 10.1 The validity period for the Service Provider's Tender shall be 90 days from the date of submission of the tender.
10.2 During this period, the Service Provider shall maintain its original Tender without any change, including the availability of stock as proposed.
- 11. Sub-Contracting** 11.1 The Service Provider shall not subcontract the whole of the Services.
- 12. Clarification and Amendment of RFT** 12.1 The Service Provider may request a clarification of any part of the RFT during the period indicated in the Data Sheet before the Proposals' submission deadline. Any request for clarification must be sent in writing, or by standard electronic means, to the Procuring Entity's address indicated in the Data Sheet. The Procuring Entity will respond in writing, or by standard electronic means, and will send written copies of the response including an explanation of the query but without

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identifying its source) to all shortlisted Consultants. Should the Procuring Entity deem it necessary to amend the RFT as a result of a clarification, it shall do so following the procedure described below:

12.1.1 At any time before the proposal submission deadline, the Procuring Entity may amend the RFT by issuing an amendment in writing or by standard electronic means. The amendment shall be sent to all shortlisted Consultants and will be binding on them. The shortlisted Consultants shall acknowledge receipt of all amendments in writing.

12.1.2 If the amendment is substantial, the Procuring Entity may extend the proposal submission deadline to give the shortlisted Consultants reasonable time to take an amendment into account in their Proposals.

12.2 The Service Provider may submit a modified Proposal or a modification to any part of it at any time prior to the proposal submission deadline. No modifications to the Technical or Financial Proposal shall be accepted after the deadline.

13. Technical Tender Format and Content

13.1 The Technical Tender shall be prepared using the Standard Forms provided in Section 4 of this RFT document and shall comprise the documents listed in Section 2 sub-section 2.3 of this document.

14. Financial Tender

14.1 The Financial Tender shall be prepared using the Standard Forms provided in Section 5 of the RFT. It shall list all costs associated with the delivery of the material.

14.2 Prices quoted must be guaranteed for a period of twelve (12) months.

15. Taxes

15.1 The Service Provider and its Sub-Contractors are responsible for meeting all tax liabilities arising out of the Contract.

16. Currency of Tender

16.1 The Service Provider shall express the price for its Services in Eswatini (SZL) currency only, where the different

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currency is used, the NDMA shall convert it using the ruling exchange rate at the time of submission of the tender.

C. Submission, Opening and Evaluation

17. Submission, Sealing, and Marking of Tenders

- 17.1 The Service Provider shall submit a signed and complete Proposal comprising the documents and forms in accordance with ITB 8 (Documents Comprising Proposal). Consultants shall mark as “**CONFIDENTIAL**” information in their Proposals which is confidential to their business. This may include proprietary information, trade secrets or commercial or financially sensitive information. The submission can be done by mail or by hand.
- 17.2 An authorized representative of the Service Provider shall sign the original submission letters in the required format for both the Technical Proposal and, if applicable, the Financial Proposal and shall initial all pages of both. The authorization shall be in the form of a written power of attorney attached to the Technical Proposal.
- 17.2.1 A Proposal submitted by a Joint Venture shall be signed by all members so as to be legally binding on all members, or by an authorized representative who has a written power of attorney signed by each member’s authorized representative.
- 17.3 Any modifications, revisions, interlineations, erasures, or overwriting shall be valid only if they are signed or initialed by the person signing the Proposal.
- 17.4 Consultants shall submit a soft and a hard copy where physical submission is being opted. Where electronic submission is the option, only one copy for both Technical and Financial proposal shall be submitted on the email address supplied on the Data Sheet.
- 17.5 Where physical submissions is being opted must be four hard copies **(one Original and three copies)** clearly

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labelled as such with the **tender name, tender reference number** and **closing date and time**.

- 17.6 The Technical Proposal shall be emailed or placed inside a sealed envelope clearly marked "**Technical Proposal**", "[Name of the Assignment]", [reference number], [name and address of the Consultant], and with a warning "**Do Not Open until [insert the date and the time of the Technical Proposal submission deadline]**" where hard copy is submitted.
- 17.7 Similarly, the original Financial Proposal shall be emailed or placed inside of a separate sealed envelope clearly marked "**Financial Proposal**" "[Name of the Assignment]", [reference number], [name and address of the Consultant]", and with a warning "**Do Not Open With The Technical Proposal**
- 17.8 The sealed envelopes containing the Technical and Financial Proposals shall be placed into one outer envelope and sealed. This outer envelope shall be addressed to the **Chief Executive Officer** (NDMA) and bear the submission address, RFT reference number, the name of the assignment, the Consultant's name and the address, and shall be clearly marked "**Do Not Open Before** [insert the time and date of the submission deadline indicated at the front page of this document.
- 17.9 If the envelopes and packages with the Proposal are not sealed and marked as required, the NDMA will assume no responsibility for the misplacement, loss, or premature opening of the Proposal.
- 17.10 The submission deadline of this Tender shall be on the date stated in the Data Sheet.
- 17.11 Any Tender received by the Procuring Entity after the closing date and time as specified in the Tender Data Sheet will be rejected and returned unopened to the Tenderer.
- 18.1 A representative of the NDMA's Tender Board shall conduct the opening of the Tenders in the presence of all Service Providers' authorized representatives who choose to attend.

18. Opening of Tenders

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- 18.2 At the opening of the Tenders, the following shall be read out: (i) the name and the country of the Service Provider or, in case of a Joint Venture, the name of the Joint Venture, the name of the lead member and the names and the countries of all members; (ii) the presence or absence of a duly sealed envelope with the Financial Tender; (iii) any modifications to the Tender submitted prior to Tender submission deadline; and (iv) any other information deemed appropriate.
- 18.3 After the technical evaluation is completed and has been approved, the Procuring Entity shall notify those Consultants whose Proposals were considered non-responsive to the RFT and TOR or did not meet the minimum qualifying technical score (and shall provide information relating to the Consultant's overall technical score, as well as scores obtained for each criterion and sub-criterion) that their Financial Proposals will be returned unopened after completing the selection process and Contract signing. The Procuring Entity shall simultaneously notify in writing those Consultants that have achieved the minimum overall technical score and inform them of the date, time and location for the opening of the Financial Proposals. The opening date should allow the Consultants sufficient time to make arrangements for attending the opening. The Consultant's attendance at the opening of the Financial Proposals (in person, or online if such option is indicated in the Data Sheet) is optional and is at the Consultant's choice.
- 18.4 The Financial Proposals shall be opened by the Procuring Entity's tender opening committee in the presence of the representatives of those Consultants whose proposals have passed the minimum technical score. At the opening, the names of the Consultants, and the overall technical scores, including the break-down by criterion, shall be read aloud. The Financial Proposals will then be inspected to confirm that they have remained sealed and unopened. These Financial Proposals shall be then opened, and the total prices read aloud and recorded. Copies of the record shall be sent to all Consultants who submitted Proposals

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19. Evaluation of the Tenders

- 18.1 The Evaluation Committee shall conduct a Preliminary Evaluation on a PASS or FAIL basis.
- 18.2 The Technical Evaluation shall be evaluated on a point system to assess its alignment on the tender specification.
- 18.3 The Evaluation team will review the financial bids and determine the evaluation price for each proposal. The weighted scores (technical and financial) shall be added together to give a total score for each proposal and the Service Provider with the highest score shall be recommended for award.
- 18.4 The NDMA does not bind itself to award the lowest bidder nor to award the tender.

20. Award of Contract

- 19.1 Prior to recommending an award of contract, the Procuring Entity may decide to post-qualify the lowest evaluated substantially responsive Tenderer to verify the Tenderer's documentation and facilities. A contract will not be awarded to any Tenderer who fails to pass such a post-qualification.
- 19.2 The Procuring Entity will award the contract to the Tenderer, who has achieved the highest combined technical and financial score, to carry out and complete the contract.
- 19.3 Prior to the expiration of the Tender's validity, the Procuring Entity will notify the successful Tenderer in writing that their Tender has been accepted. The successful Tenderer will be expected to sign a contract and provide a Performance Security within 14 days of notification of award, if required as stated in the Tender Data Sheet. The Performance Security will be valid for a period of the contract including any warranty obligations.
- 19.4 Where a Tender Security has been provided, this will be returned to the successful Tenderer on furnishing of the Performance Guarantee.
- 19.5 The Tender security of the unsuccessful Tenderers will be returned at the same time

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21. Notification of Intention to Award

20.1 The NDMA shall send to each Service Provider (that has not already been notified that it has been unsuccessful) and publish in ESPPRA website, the Notification of Intention to Award the Contract to the successful Service Provider. The Notification of Intention to Award shall contain, at a minimum, the following information:

- (a) the name and address of the Service Provider with whom the NDMA successfully negotiated a contract;
- (b) the contract price of the successful Proposal;
- (c) the names of all Service Providers included in the short list, indicating those that submitted Proposals;
- (d) where the selection method requires, the price offered by each Service Provider as read out and as evaluated;
- (e) the overall technical scores and scores assigned for each criterion and sub-criterion to each Service Provider;

the final combined scores and the final ranking of the Service Providers;

22. Standstill Period

22.1 The Contract shall not be signed earlier than the expiry of a Standstill Period of 10 working days to allow any dissatisfied tender to launch a complaint. Where only one Tender is submitted, the Standstill Period shall not apply

22.2 Where a Standstill Period applies, it shall commence when the Procuring Entity has transmitted to each Tenderer the Notification of Intention to Enter in to a Contract with the successful Tenderer.

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SECTION THREE - TENDER DATA SHEET

This Tender Data Sheet shall be read in conjunction with the foregoing “Instructions to Tenderers.”

Sub-Section	Section Description	Additional Information to the Instruction to Tenderers
2.3	Eligibility Criteria	<p>Tenderers must provide the following valid eligibility Documents.</p> <ol style="list-style-type: none"> Detailed Company profile Certified copy of Trading license Original and Valid Tax Compliance certificate Certified copy of ENPF certificate Certified copy of labor compliance certificate Certified Copy of Form J Certified Copy of Form C for companies Police Clearance or affidavit proving that directors/security personnel of the company have not convicted of any criminal offenses relative to procurement. Certified ID copies for Directors Certified copies of Certificates of Training for the key personnel Certified Copy of Security Guarding Permits Letters from at least three relevant trade references Signed Declaration of Eligibility
10.1	Tender Validity	The Tender validity shall not be less than 90 days from the date of deadline for submission
15.1	Currency	The financial proposal or quotation for this tender shall be in local currency (SZL) Eswatini Lilangeni
18.1	Tender Submission marking	<p>The envelope must be marked with: Tender Number: RFT- NDMA 2024/04 UNARMED SECURITY SERVICES FOR THE NATIONAL DISASTER MANAGEMENT AGENCY</p> <p>The envelop with the original must be clearly marked “ORIGINAL” and the envelope containing copies must be clearly marked “COPY”</p>
16.3	Submission of Tenders	The location of the Tender submission is:

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NDMA Head Quarters



		<p>3rd Floor MVA Building Sincephetelo Motor Vehicle Accidents' Fund SMVAF Office Park Mhilibhi Street</p> <p>Tenders must be delivered by hand and deposited into the Tender Box situated at the above address. Courier, or posted at the bidder's risk and must be received by the deadline specified above. <u>Faxed, emailed and late tenders will not be accepted.</u></p> <p>The Tender Box Closing Time is as per the Clock at the Reception Area of the National Disaster Management Agency.</p> <p>The Tender Box is accessible from 08:00 – 16:30 Hours from Monday to Friday</p>
16.4	Tender Submission Deadline	<p>The last date and time for submissions of Tenders is <u>17th January 2025 at 12:00 hours.</u></p> <p>Submissions received after the closing date and time will not be considered and shall be returned to the Tenderer(s) unopened</p>
17.1	Tender Opening	<p>Tenders will be opened at the NDMA Boardroom, MVA Building, Third Floor, Mbabane, on the <u>17th January 2025 at 12:10 Hours.</u></p>
18.1	Evaluation Criteria	<p>The evaluation criteria are detailed in the Evaluation Criteria section 5.0 of the of this RFT document.</p>
19.1	Award of Contract	<p>The contract to award is detailed in the Contract Award Criteria section 19.1 of this tender document.</p>

SECTION FOUR: TECHNICAL TENDER SUBMISSION FORMAT

{Location, Date}

To: The Chief Executive Officer

National Disaster Management Agency

PO Box 8909

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Mbabane

Dear Sirs:

We, the undersigned, offer to supply the required services for ***[Insert title of assignment]*** in accordance with your Request for Tenders (RFT) dated ***[Insert Date]*** and our Tender. ***[Select appropriate wording depending on the selection method stated in the RFT: "We are hereby submitting our Tender, which includes this Technical Tender and a Financial Tender***

{If the Service Provider is a joint venture, insert the following: We are submitting our Tender as a joint venture with: {Insert a list with full name and the legal address of each member, and indicate the lead member}. We have attached a copy {insert: "of our letter of intent to form a joint venture" or, if a JV is already formed, "of the JV agreement"} signed by every participating member, which details the likely legal structure of and the confirmation of joint and severable liability of the members of the said joint venture.

We hereby declare that:

- a. All the information and statements made in this Tender are true and we accept that any misinterpretation or misrepresentation contained in this Tender may lead to our disqualification by the NDMA.
- b. Our Tender shall be valid and remain binding upon us for the period of time specified in the instruction to Service Providers section.
- c. We have no conflict of interest in accordance with this document.
- d. We meet the eligibility requirements as stated in this document.
- e. We understand that the prices offered herewith in our tender are for a period of one (01) calendar year.
- f. We, along with any of our sub-Suppliers, sub-contractors, Suppliers, or service providers for any part of the contract, are not subject to, and not controlled by any entity or individual that is subject to, a temporary suspension or a debarment imposed by the Eswatini Public Procurement Regulatory Agency
- g. Our Tender is binding upon us and subject to any modifications resulting from the Contract negotiations.

We undertake, if our Tender is accepted and the Contract is signed, to deliver the product with the required timelines.

We understand that the NDMA is not bound to accept any tender that is received.

We remain,

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Yours sincerely,

Signature (of Service Providers authorized representative) {In full and initials}:

Full name: {insert full name of authorized representative}

Title: {insert title/position of authorized representative}

Name of Service Providers (company's name or JV's name):

Capacity: {insert the person's capacity to sign for the Service Providers}

Address: {insert the authorized representative's address}

Phone/fax: {insert the authorized representative's phone and fax number, if applicable}

Email: {insert the authorized representative's email address}_____

{For a joint venture, either all members shall sign or only the lead member, in which case the power of attorney to sign on behalf of all members shall be attached}

SECTION FIVE: FINANCIAL TENDER SUBMISSION FORMAT

{Location, Date}

To: The Chief Executive Officer
National Disaster Management Agency
PO Box 8909
Mbabane

Dear Sirs:

We, the undersigned, offer to supply the required services for [***Insert title of assignment***] in accordance with your Request for Tender dated [***Insert Date***] and our Technical Tender.

Our attached Financial/Quotation is for the various items as specified in your Request for tender invitation document. The Unit prices are inclusive of all taxes and shall be binding to us for a period of one year from the date of submission of this tender

The submission of this Financial Tender is aligned to your format as shown in section 4 of the tender document.

We understand you are not bound to accept any Tender you receive.

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We remain,

Yours sincerely,

Signature (of Service Provider's authorized representative) {In full and initials}:

Full name: {insert full name of authorized representative}

Title: {insert title/position of authorized representative}

Name of Service Providers (company's name or JV's name):

Capacity: {insert the person's capacity to sign for the Service Providers}

Address: {insert the authorized representative's address}

Phone/fax: {insert the authorized representative's phone and fax number, if applicable}

Email: {insert the authorized representative's email address}_____

{For a joint venture, either all members shall sign or only the lead member/Contractor, in which case the power of attorney to sign on behalf of all members shall be attached

FORM TECH-1

SERVICE PROVIDER'S ORGANIZATION AND EXPERIENCE

Form TECH-1: A brief description of the Service Provider's organization and an outline of the recent experience of the Service Provider that is relevant to the assignment. For each assignment, the outline should indicate the names of their client, together with the total value of the assignment and the number of personnel who were involved or allocated.

A - Service Provider Organization

1. Provide here a brief description of the background and organization of your company,
2. Include organizational chart, a list of Board of Directors, and beneficial ownership. [where applicable)

B - Service Provider's Experience

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2. List only those assignments for which the Service Provider was legally contracted by the Client individually or was one of the joint venture members. The Service Provider should be prepared to substantiate the claimed experience by presenting copies of relevant documents and references if so requested by the NDMA.

Duration	Assignment name/& brief description of main deliverables/outputs	Name of Client & Country of Assignment	Approx. Contract value	Number of personnel deployed
{e.g., Jan.2016–Apr.2020}	{e.g., "Un armed security services.....": }	{e.g., Ministry of, country}	{e.g., SZL E1 mill}	{e.g., two (02) }
{e.g., Jan-May 2018}	{e.g., "Once security Support for the government.....}	{e.g., municipality of....., country}	{e.g., SZL 0.2 mill}	{e.g., five (05)}

FORM TECH-2

DESCRIPTION OF QUALIFICATION OF KEY PERSONNEL, WORK PLAN AND ORGANIZATIONAL STAFFING FOR THE PROVISION OF THE SERVICE.

Form TECH-2: A description of the qualification, organizational staffing, available organizational vehicles as well the organizational security backup plan to be used in implementation of the service must be detailed here:

- Qualifications of key Personnel in the Organization
- Work Plan
- Organization and Staffing}
- Qualification of organizational Personnel.** {Please provide details on the qualification of the proposed main or supervisors for the assignment and qualifications of any support staff to be assigned for the assignment.
- Organization and Staffing.** {Please describe the structure and composition of your team, including the list of the personnel to be assigned}
- Rapid Response Vehicles.** {Provide list of vehicles owned by the company utilized for response purposes}
- Security Back Up plan.** {Detail your company's back up plan for unforeseen or emergency situations that may arise during the cause of business}

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SECTION SIX - FINANCIAL TENDER SUBMISSION FORMAT

{Location, Date}

To: [Name and address of Client]

Dear Sirs:

We, the undersigned, offer to provide the required services for [Insert title of assignment] in accordance with your Request for Tender dated [Insert Date] and our Technical Tender.

Our attached Financial/Quotation is for the amount of {Insert amount(s) in words and figures}, [Insert "including" or "excluding" of all indirect local taxes]. The estimated amount of local indirect taxes is {Insert currency} {Insert amount in words and figures} which shall be confirmed or adjusted, if needed, during negotiations.

Our Financial Tender shall be valid and remain binding upon us, subject to the modifications resulting from Contract negotiations, for the period of time specified in this document.

We understand you are not bound to accept any Tender you receive.

We remain,

Yours sincerely,

Signature (of Service Provider's authorized representative) {In full and initials}:

Quotations

- All pricing must be for a monthly charge
- Pricing must be inclusive of all applicable taxes as per the tax order
- Quotations must be on a company letterhead duly signed by an authorized representative.

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SECTION SEVEN: TENDER ELIGIBILITY DECLARATION

{Location, Date}

To: *[Name and address of Client]*

Dear Sirs:

I/We the directors of the above-mentioned company hereby declare that we are eligible to participate in the above-mentioned Public procurement tender as per section 40 of the Public Procurement Act 2011.

We further declare that we are not Politicians and or Public Officers as described by the Public Procurement Act 2011

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 canceled and the contracts awarded shall be terminated immediately.

We understand you are not bound to accept any Proposal you receive.

We remain,

Yours sincerely,

Signature (of Service Provider's authorized representative) {In full and initials}:

Full name: {insert full name of authorized representative}

Title: {insert title/position of authorized representative}

Name of Service Provider (company's name or JV's name):

Capacity: {insert the person's capacity to sign for the Service Provider}

Address: {insert the authorized representative's address}

Phone/fax: {insert the authorized representative's phone and fax number, if applicable}

Email: {insert the authorized representative's email address}_____

{For a joint venture, either all members shall sign or only the lead member/Service Provider, in which case the power of attorney to sign on behalf of all members shall be attached}

SECTION EIGHT - CONTRACT TERMS AND CONDITIONS

GENERAL CONDITIONS OF CONTRACT (GCC)

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1. DEFINITIONS

2.1 In this Contract, the following terms shall be interpreted as indicated:

- a) "The Contract" means the agreement entered into between the Procuring Entity and the Service Provider, as signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
- b) "The Contract Price" means the price payable to the Service Provider under the Contract for the full and proper performance of its contractual obligations.
- c) "The Goods" means all of the equipment, machinery, and/or other materials which the Service Provider is required to supply to the Procuring Entity under the Contract.
- d) "The Services" means those services ancillary to the supply of the Goods, such as transportation and insurance, and any other incidental services, such as installation, commissioning, provision of technical assistance, training, and other such obligations of the Service Provider covered under the Contract.
- e) "The Procuring Entity" means the National Disaster Management Agency, an organization purchasing the Goods.
- f) "The Service Provider" means the individual or firm supplying the Goods and Services under this Contract.

2. APPLICATION

2.1 These Contract Terms and Conditions shall apply to the extent that they are not superseded by provisions of other parts of the Contract.

3. STANDARDS

3.1 The Services supplied under this Contract shall be new, unused and of the latest design and must conform to the highest standards and, when no applicable standard is mentioned, to the authoritative standards appropriate to the Goods' country of origin. Such standards shall be the latest issued by the concerned institution.

4. USE OF CONTRACT DOCUMENTS AND INFORMATION

4.1 The Service Provider shall not, without the Procuring Entity's prior written consent, disclose the Contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the Procuring Entity in connection therewith, to any person

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other than a person employed by the Service Provider in the performance of the Contract. Disclosure to any such employed person shall be made in confidence and shall extend only so as may be necessary for purposes of such performance.

4.2 The Service Provider shall not, without the Procuring Entity's prior written consent, make use of any document or information enumerated in Clause 4.1 except for purposes of performing the Contract.

4.3 Any document, other than the Contract itself, enumerated in Clause 4.1 shall remain the property of the Procuring Entity and shall be returned (in all copies) to the Procuring Entity on completion of the Service Provider's performance under the Contract if so required by the Procuring Entity.

5. PATENT RIGHTS

5.1 The Service Provider shall indemnify and hold harmless the Procuring Entity against all third-party claims of infringement of patent, trademark, industrial design, or intellectual property rights arising from use of the Goods or any part thereof.

6. PACKING

6.1 The Service Provider shall provide such packing of the Goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the Contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packing case size and weights shall take into consideration, where appropriate, the remoteness of the Goods' final destination and the absence of heavy handling facilities at all points in transit.

6.2 The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the Contract, including additional requirements, if any, specified in any subsequent instructions given by the Procuring Entity.

7. SPARE PARTS

7.1 As specified in the Special Conditions of Contract, the Service Provider may be required to provide any or all of the following materials, notifications, and information pertaining to the spare parts manufactured or distributed by the Service Provider:

(a) such spare parts, as the Procuring Entity, may elect to purchase from the Service Provider, provided that this election shall not relieve the Service Provider of any warranty obligations under the Contract and

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(b) in the event of termination of the production of the spare parts:

- (i) advance notification to the Procuring Entity of the pending termination is done in sufficient time to permit the Procuring Entity to produce needed requirements; and
- (ii) following such termination, furnishing at no cost to the Procuring Entity, the blueprints, drawings, and specifications of the spare parts, if requested.

8. DELIVERY AND DOCUMENTS

8.1 Delivery of the Service shall be made by the Service Provider in accordance with the terms specified in the Schedule of Requirements. The details of shipping and/or other documents to be furnished by the Service Provider shall be specified in the Contract.

8.2 For purposes of the Contract, the trade terms used to describe the obligations of the parties shall have the meanings assigned to them by the current edition of Incoterms published by the International Chamber of Commerce, Paris.

9. INSURANCE

9.1 The Goods supplied under the Contract shall be fully insured in a freely convertible currency against loss or damage incidental to manufacture or acquisition, transportation, storage, and delivery in the manner specified in the Contract.

10. TRANSPORTATION

10.1 Where the Service Provider is required under the Contract to deliver the Goods FCA, transport of the Goods and delivery into the custody of the carrier at the place named by the Procuring Entity or other agreed point shall be arranged and paid for by the Service Provider, and the cost thereof shall be included in the Contract Price.

10.2 Where the Service Provider is required under the Contract to deliver the Goods CIP, transport of the Goods to the port of destination or such other named place of destination in Eswatini, as shall be specified in the Contract, shall be arranged and paid for by the Service Provider, and the cost thereof shall be included in the Contract Price.

10.3 Where the Service Provider is required under the Contract to transport the Goods to a specified place of destination within Eswatini, defined as the Project Site, transport to such place of destination in Eswatini, including insurance and storage, as shall be specified in the Contract, shall be

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arranged by the Service Provider, and the related costs shall be included in the Contract Price.

11. WARRANTY

11.1 The Service Provider warrants that the Goods supplied under the Contract are new, unused, of the most recent or current models and that incorporate all recent improvements in design and materials unless provided otherwise in the Contract. The Service Provider further warrants that all Goods supplied under this Contract shall have no defect, arising from design, materials, or workmanship (except when the design and/or material is required by the Procuring Entity's specifications) or from any act or omission of the Service Provider that may develop under normal use of the supplied Goods in the conditions prevailing in Eswatini.

11.2 This warranty shall remain valid for twelve (12) months after the Goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the Contract, or for eighteen (18) months after the date of shipment from the port or place of loading in the source country, whichever period concludes earlier, unless specified otherwise in the Special Conditions of Contract.

11.3 The Procuring Entity shall promptly notify the Service Provider in writing of any claims arising under this warranty.

11.4 Upon receipt of such notice, the Service Provider shall, within the period specified and with all reasonable speed, repair or replace the defective Goods or parts thereof, without costs to the Procuring Entity.

11.5 If the Service Provider, having been notified, fails to remedy the defect(s) within the period specified in the Special Conditions of Contract, the Procuring Entity may proceed to take such remedial action as may be necessary at the Service Provider's risk and expense and without prejudice to any other rights which the Procuring Entity may have against the Service Provider under the Contract.

12. PAYMENT

12.1 The method and conditions of payment to be made to the Service Provider under this Contract shall be specified in the Contract document.

12.2 The Service Provider's request(s) for payment shall be made to the Procuring Entity in writing, accompanied by an invoice describing, as appropriate, the Goods delivered and Services performed, and upon fulfilment of other obligations stipulated in the Contract.

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- 12.3 Payments shall be made promptly by the Procuring Entity, but in no case later than thirty (30) days after submission of an invoice or claim by the Service Provider unless otherwise stated in the Contract.
13. PRICES
- 13.1 Prices charged by the Service Provider for Goods delivered and Services performed under the Contract shall not vary from the prices quoted by the Service Provider in its tender.
- 13.2 All such prices shall be valid and fixed for a period of one (01) year
14. DELAYS IN THE SERVICE PROVIDER'S PERFORMANCE
- 14.1 Delivery of the Goods and performance of Services shall be made by the Service Provider in accordance with the time schedule prescribed by the Procuring Entity.
- 14.2 If at any time during the performance of the Contract, the Service Provider or its subcontractor(s) should encounter conditions impeding timely delivery of the Goods and performance of Services, the Service Provider shall promptly notify the Procuring Entity in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the Service Provider's notice, the Procuring Entity shall evaluate the situation and may at its discretion extend the Service Provider's time for performance, with or without liquidated damages, in which case the extension shall be ratified by the parties by amendment of the Contract.
- 14.3 Except as provided under Clause 17, a delay by the Service Provider in the performance of its delivery obligations shall render the Service Provider liable to the imposition of liquidated damages pursuant to Clause 19, unless an extension of time is agreed upon pursuant to Clause 14.2 without the application of liquidated damages.
15. TERMINATION FOR DEFAULT
- 15.1 The Procuring Entity, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the Service Provider, may terminate this Contract in whole or in part:
- a) if the Service Provider fails to deliver any or all of the Goods within the period(s) specified in the Contract, or within any extension thereof granted by the Procuring Entity pursuant to Clause 14.1; or
 - b) if the Service Provider fails to perform any other obligation(s) under the Contract.
- 15.2 In the event the Procuring Entity terminates the Contract in whole or in part, pursuant to Clause 15.1, the Procuring

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Entity may procure, upon such terms and in such manner as it deems appropriate, Goods or Services similar to those undelivered, and the Service Provider shall be liable to the Procuring Entity for any excess costs for such similar Goods or Services. However, the Service Provider shall continue performance of the Contract to the extent not terminated.

16. LIQUIDATED DAMAGES

- 16.1 Subject to GCC Clause 15, if the Service Provider fails to deliver any or all of the Goods or fails to perform the Services within the period(s) specified in the Contract, the Procuring Entity shall, without prejudice to its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, a sum equivalent to the percentage specified in the Special Conditions of Contract of the delivered price of the delayed Goods or unperformed Services for each week or part thereof of the delay until the actual delivery or performance, up to a maximum deduction of the percentage specified in the Special Conditions of Contract. Once the maximum is reached, the Procuring Entity may consider termination of the Contract pursuant to GCC Clause 14.

17. FORCE MAJEURE

- 17.1 Notwithstanding the provisions of Clauses 14, 15 and 16, the Service Provider shall not be liable for liquidated damages or termination for default if and to the extent that its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.
- 17.2 For purposes of this clause, "Force Majeure" means an event beyond the control of the Service Provider and not involving the Service Provider's fault or negligence and not foreseeable. Such events may include, but are not restricted to, acts of the Procuring Entity in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes.
- 17.3 If a Force Majeure situation arises, the Service Provider shall promptly notify the Procuring Entity in writing of such condition and the cause thereof. Unless otherwise directed by the Procuring Entity in writing, the Service Provider shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

18. APPLICABLE LAW

- 18.1 The Contract shall be interpreted in accordance with the laws and regulations in effect in The Kingdom of Eswatini.

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| 19. TAXES AND DUTIES | 19.1 | The Service Provider shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies incurred or imposed until delivery of the contracted Goods to the Procuring Entity. |
| 20. TERMINATION FOR INSOLVENCY | 20.1 | The Procuring Entity may at any time terminate the contract by giving written notice to the Service Provider if the Service Provider becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the Service Provider, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the Procuring Entity |
| 21. TERMINATION FOR CONVENIENCE | 21.1 | The Procuring Entity, by written notice sent to the Service Provider, may terminate the Contract, in whole or in part, at any time for should it be deemed necessary for its convenience. The notice of termination shall specify that termination is for the Procuring Entity's convenience, the extent to which performance of the Service Provider under the Contract is terminated, and the date upon which such termination becomes effective. |
| | 21.2 | <p>The Goods which are complete and ready for shipment within thirty (30) days after the Service Provider's receipt of notice of termination, shall be accepted by the Procuring Entity at the Contract terms and prices. For the remaining Goods, the Procuring Entity may choose to:</p> <ul style="list-style-type: none"> (a) Have any portion completed and delivered at the Contract terms and prices; and/or (b) Cancel the remainder and pay to the Service Provider an agreed amount for partially completed Goods and Services performed and for materials and parts already procured by the Service Provider for the fulfilment of Contract at that stage |
| 22. RESOLUTION OF DISPUTES | 22.1 | The Procuring Entity and the Service Provider shall make every effort to resolve amicably, by direct informal negotiation any disagreement, disputes, or claim arising out of or in connection with the contract or the breach, termination, or validity thereof. |
| | 22.2 | If, after thirty (30) days from the commencement of such informal negotiations, the Procuring Entity and the Service Provider have failed to negotiate such an amicable settlement, any dispute, controversy, or claim arising out of or in connection with this Contract, or the breach, termination or validity thereof, either party may require that the dispute be referred for resolution by final |

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and binding arbitration in accordance with UNCITRAL Arbitration Rules presently in force.

22.3 The arbitrator shall determine the matters in dispute in accordance with the laws of the Kingdom of Eswatini.

22.4 All notices to be given in connection with the arbitration shall be in writing and shall be effective upon receipt.

23. GOVERNING LANGUAGE

23.1 The Contract shall be written in English and this Tender Invitation has been executed in the English language, which shall be the binding and controlling language for all matters relating to the meaning or interpretation of this Contract. All correspondence and other documents pertaining to the Contract which are exchanged by the parties shall be written in the same language.

24. PERFORMANCE SECURITY

24.1 Within fourteen (14) days of receipt of the notification of the Contract Award and before the contract signing, the successful Tenderer, otherwise referred herein as Service Provider, shall furnish to the Procuring Entity the Performance Security in the amount and in the format specified in the Special Conditions of Contract.

24.2 The proceeds of the Performance Security shall be used as a recompense for any loss resulting from the Service Provider's failure to complete its obligations under the Contract.

24.3 The Performance Security shall be denominated in the currency of the Contract and shall be in one of the following forms:

(a) a bank guarantee issued by a reputable bank located in the Tenderer's country or abroad, acceptable to the Procuring Entity; or

(b) an insurance company bond from a reputable Insurance Company acceptable to the Procuring Entity

24.4 Once delivery of the requirements has been completed, the Service Provider may apply to have the Performance Security reduced to 1% (one percent) to cover the period of the warranty obligations.

24.5 The Performance Security will be discharged by the Procuring Entity and returned to the Service Provider not later than thirty (30) days following the date of completion of the Service Provider's performance obligations under the Contract, including any warranty obligations, unless specified otherwise in the Special Conditions of Contract.

25. INSPECTION AND TESTS

25.1 The Procuring Entity's representative shall have the right to inspect and/or test the Goods for conformity with

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Contract Specifications at no extra cost to the Procuring Entity. The Special Conditions of Contract and the Technical Specifications shall specify the nature of inspection and tests the Procuring Entity requires to and where they are to be conducted. The Procuring Entity shall notify the Service Provider in writing, in a timely manner, of the authorized representative for these purposes.

- 25.2 The inspections and tests may be conducted on the premises of the Service Provider or Subcontractor's, at point of delivery, and/or at the Goods final destination. If conducted on the premises of Service Provider or its Subcontractor's, all reasonable facilities and assistance, including access to drawings and production data, shall be furnished to the inspectors at no charge to the Procuring Entity.
- 25.3 Should any inspected or tested Goods fail to conform to the Specifications, the Procuring Entity may reject the Goods, and the Service Provider shall either replace the rejected goods or make the necessary alterations to meet specification requirements at no cost to the Procuring Entity.
- 25.4 The Procuring Entity's right to inspect, test and, where necessary, reject the Goods after the Goods arrival in the Kingdom of Eswatini shall in no way be limited or waived by reason of the Goods having previously been inspected, tested, and passed by the Procuring Entity or its representative prior to the Goods' shipment from the country of origin. No provision under Clause 7 of the GCC shall in any way release the Service Provider from any warranty or other obligations under this Contract.
- 25.5 Where a sample is furnished by the Service Provider, the Goods shall be equivalent thereto in every respect.

26. NOTICES

- 26.1 Any notice given by one party to the other pursuant to this Contract shall be sent to the other party in writing by personal delivery, mail, or e-mail or facsimile and if by e-mail or facsimile, confirmed in writing to the other party's address specified in the Special Conditions of Contract. Each party may change such address by notice to the other party.
- 26.2 A notice shall be effective when delivered or on the notice's effective date, whichever is later.

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SECTION NINE – SPECIAL CONDITIONS OF CONTRACT

GCC Clause No	GCC Subject	Special Conditions
1.1 (e)	Name and Address of the Procuring Entity	<u>Procuring Entity:</u> Client Name: National Disaster Management Agency (NDMA) Address : P. O. Box 8909, Mbabane, Eswatini Phone No. : +268 2409 5500 Contact Person: Diana Simelane
8.	Delivery and Documents	
8.1	Delivery of goods and services	Delivery of the services shall be made by the Service Provider in accordance with the terms specified in the Schedule of Requirements
8.2	Documentation to be delivered by the Service Provider	Delivery documents are normally: Delivery Notes, job cards and the invoice
9.	Insurance	
9.1	Insurance	Goods must be fully insured. The Insurance shall be in an amount equal to 110% of the CIP value of the goods from “warehouse” to “warehouse” on All risks basis, including War Risks and Strikes.
12	Payment	
12.1	The Method and conditions of payment	Payments shall be made promptly by the Procuring Entity, but in no case later than 30 days after submission of an invoice or claim by the Service Provider accompanied by a letter of satisfactory inspection from the Official at the Delivery Point
16	Liquidated Damages	
16.1	Liquidated Damages	Liquidated damages will apply to any delayed portion of the contract and will be a deduction of payment equivalent to half of one percent (0.5%) of the delayed portion per week of delay up to a maximum of 10% (Ten Percent)
24	Performance Security	No performance Security is required

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25	Site Inspection	Will be carried out as stated in section 25 of the Contract Terms and Conditions.
26	Notices:	
26.1	Procuring Entity's address for notice purposes:	<i>Will be completed when contract is awarded</i>
	Service Providers address for notice purposes:	<i>Will be completed when contract is awarded</i>

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