



## REQUEST FOR TENDER

FOR

### SUPPLY AND INSTALL CCTV CAMERAS AND INTRUSION DETECTION ALARM SYSTEM AT NDMA WAREHOUSE

**TENDER No.** : RFT-NDMA 2024/06

**TENDER Name** : **Supply and Install CCTV Cameras and  
Intrusion Detection Alarm System at NDMA  
Warehouse**

**Tender Closing Date** : Friday, 07<sup>th</sup> February 2025  
Not later than 12:00hrs

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## SECTION ONE - LETTER OF INVITATION TO TENDER

P. O. Box 8909  
Mbabane  
Eswatini

13<sup>th</sup> December 2024

### **Tender Reference: RFT-NDMA 2024/06 Supply and Install CCTV Cameras and Intrusion Detection Alarm System at NDMA Warehouse**

Dear Sir/Madam

The National Disaster Management Agency (NDMA or the Agency) is an independent public enterprise established under Part II (d) of the Disaster Management Act 2006. The Agency is established to be the Principal Institution for Disaster Management at the national level of government.

The NDMA is a recipient of donations and government subventions and is conducting procurement activities at the highest scale. The organization owns and operates a remote warehouse facility which holds an annual average stock of over E20 million. All goods procured by the organization and donated by esteemed donors are received and stored in the warehouse before they are distributed. The warehouse is also responsible for contingency quantities of stock for emergency response. Most importantly the Unit must provide its service, in an economical way as possible and reduce damages and loss to the inventory under custody.

It is on the bases of the above background that the NDMA hereby invites proposals from highly qualified and experienced service providers to Supply and Install CCTV Cameras and Intrusion Detection Alarm System at the NDMA Warehouse in Matsapha as per the terms of reference shown in section three of this document.

Details on the tender submission date, time and address are provided in the Instruction to Tenderers section and the cover page of this document.

For any request for further information regarding this invitation to tender document, bidders are advised to make request in writing to: [procurement@ndma.org.sz](mailto:procurement@ndma.org.sz). Request for information and clarification must be sent not later 28<sup>th</sup> January 2025, request submitted after this date will not be responded to.

Yours Sincerely,

**Victor Mahlalela**

**NDMA Chief Executive Officer**

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## 1.0 INVITATION TO TENDER

### **RFT-NDMA 2024/06 SUPPLY AND INSTALL CCTV CAMERAS AND INTRUSION DETECTION ALARM SYSTEM AT NDMA WAREHOUSE**

Tenders are hereby invited from suitable, qualified, registered, and reputable **local (Eswatini)** service providers, for the supply, installation, and commission of CCTV cameras at the NDMA Warehouse in Matsapha. The RFT is downloaded at [www.esppra.co.sz](http://www.esppra.co.sz) or [www.ndma.org.sz](http://www.ndma.org.sz).

## 2.0 DEFINITIONS

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

## 3.0 TERMS OF REFERENCE

### 3.1 BACKGROUND

The National Disaster Management Agency (NDMA) is a category A Public Enterprise Established under Part II (d) of the Disaster Management Act 2006. The Agency is established to be the Principal Institution for Disaster Management at the national level of government.

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The NDMA is a recipient of donations and government subventions and is conducting procurement activities at the highest scale. The organization owns and operates a remote warehouse facility which holds an annual average stock of over E20 million. All goods procured by the organization and donated by esteemed donors are received and stored in the warehouse before they are distributed. The warehouse is also responsible for contingency stock quantities for relief material. Most importantly the Unit must provide its service, in an economical way as possible and reduce damages and loss to the inventory under custody.

### **3.2 Purpose and Objective of the Tender**

The main purpose and objective of this tender is to identify and engage a reputable and experienced supplier for the supply, installation, and commission of CCTV cameras in the NDMA warehouse in Matsapha.

### **3.3 Scope of Works/Services**

- a) Supply and installation of 4MP bullet cameras motorized vari-focal lens alarm trigger, EXIR, WDR weatherproof, Vandal-Resistant, HD video, on board storage, dark fighter technology.
- b) Supply and installation of mini dome EXIR, WDR, Weatherproof, HD Video, WIFI on Board Storage, Build in microphone Powered by dark fighter, network camera (Audio).
- c) Scope of the work is to provide Turnkey Solution that includes but is not limited to installation only. It should cover Supply, Installation, Implementation, Commissioning, providing user manual, providing 12 months Warranty for the total solution including all hardware, materials, services, and support etc. Which should provide an Integrated Video Surveillance System. All necessary cabling / wiring / sockets and allied infrastructure conforming to respective quality / standard norms are also included in the scope of this job.
- d) Bidder has to ensure seamless integration of quoted Hardware product with applications and also has to provides the material/services which are not mentioned in specification but required to complete the turnkey solutions without any additional cost invariably.
- e) Bidder has to submit the detailed BOM (Bill of Material) along with the internal part nos. for all quoted products inclusive of all licenses.
- f) Bidder has to ensure seamless integration of quoted Hardware product with applications and also has to provides the material/services which are not mentioned in specification but required to complete the turnkey solutions without any additional cost invariably.

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- g) The Bidder must ensure that all goods and materials to be incorporated in the goods be new, unused, and of the most recent or current models, and that they incorporate all recent improvements in design.
- h) Bidders must attach Manufacturers Authorizations and Quality Management System Certificates such as ISO; SABS etc for items tendered.

### 3.4 Specific Objectives

- a. The supplier will provide prices for all other CCTV hardware's and accessories.
- b. The supplier will provide labor for the installation and configuration of the CCTV cameras

### 3.5 Tender Briefing / Site Visit

A compulsory pre-bid meeting will be held on the 21 of January at 10:30 am. Visitors to the site must obtain a signature and a stamp on the certificate of Site visit contained as Section six of the tender. The signed Site visit certificate must be included with your Tender. ***Failure to provide the site visit certificate may result in rejection of your tender.***

### 3.6 Assignment Duration and Duty Station

***Duration:*** To Supply and Install CCTV Cameras and Intrusion Detection Alarm System at NDMA Warehouse will be for a period of not more than four weeks

***Duty station:*** This assignment will be delivered at NDMA warehouse in Matsapha.

### 3.7 Contract supervision and obligations by (NDMA)

The service provider shall work directly with the Security Logistics and Transport Coordinator of the National Disaster Management Agency (NDMA). The NDMA will:

- a) Conduct regular status meetings with the service provider to determine progress of the project.
- b) Provide guidance, feedback, and support to the service provider throughout the duration of the project.

## 4.0 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

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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 works and the RFT, applying the evaluation criteria, sub-criteria, 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:**

Technical	Description	Maximum Points %
<b>a) Capability and Equipment</b>	<ul style="list-style-type: none"> <li>Quality of the product/service, i.e., extent to which it meets tender specification or scope. (20)</li> <li>Equipment warranty period of at least 12 months (10)</li> </ul>	<b>30</b>
<b>b) Capacity</b>	<ul style="list-style-type: none"> <li>Financial capacity to supply the products [based on audited financial statements] / Proof of Solvency</li> </ul>	<b>20</b>
<b>c) Relevant Experience</b>	<ul style="list-style-type: none"> <li>Key Personnel, relevant qualification(s) and relevant experience. Provide detailed CV for project leader and other personnel that will be assigned to the project.</li> </ul>	<b>20</b>
<b>d) References</b>	<ul style="list-style-type: none"> <li>Proven track record of handling similar contracts - Supply 3 reference letters for similar projects completed within the last 3 years with references (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. Number of positive verified references <math>((x) / 3) * 15</math> NB: NDMA reserves the right to contact and visit any of the referenced clients listed.</li> </ul>	<b>15</b>

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<b>e) Project plan</b>	<ul style="list-style-type: none"> <li>The service provider is to submit a detailed programme/ schedule/ workplan for each site. Higher scores will be allocated to the service provider who demonstrates completion of the project in their schedule in the shortest duration not exceeding 4 weeks.</li> </ul> <p>not acceptable = 0 poor = 2 satisfactory = 10 exceptionally good = 15</p>	<b>15</b>
<b>Total Score for Technical Evaluation</b>		<b>100</b>
<b><i>Minimum acceptable final score for tender award</i></b>		<b><i>70</i></b>

### 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%**

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.**

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## SECTION TWO - INSTRUCTION TO BIDDERS

### A. Key information to Tenderers

- 1. Conflict of Interest**
- 1.1 The Consultant is required to provide professional, objective, and impartial advice, at all times 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.
- 1.2 The Consultant 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 Consultant or the termination of its Contract.
- 1. Eligibility**
- 2.1 The NDMA shall consider only local registered and operating companies to (individuals and Companies, including Joint Ventures and their individual members) to supply the required services.
- 2.2 Furthermore, it is the Consultant'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.
- 2.3 Interested service providers must submit the following valid document to prove their eligibility to tender for the required goods and services and such shall form part of the preliminary evaluation.
- Company profile
  - Certified copy of Trading license
  - Original and Valid Tax Compliance certificate
  - VAT Registration Certificate
  - Certified Copy of Labor Compliance Certificate or Equivalent
  - ENPF Compliance Certificate
  - Audited Financial Statements for the past three (3) financial years.
  - Form J and Form C for companies.

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- i. Police Clearance or affidavit proving that directors of the company have not convicted of any criminal offenses relative to procurement.
- j. Certified ID copies for Directors
- k. Certified Copy of CIC Registration Certificate ESa 4 or ESb 4 and above
- l. Letters from at least three relevant trade references
- m. Signed Declaration of Eligibility

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

**4. Consultant Debarment** 4.1 A firm that is under a sanction of debarment by the Eswatini Public Procurement Regulatory Agency from being awarded a contract is not eligible to participate in this procurement.

## B. Preparation of Tenders

**4. General Considerations** 5.1 In preparing the Tender, the Consultant 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.

**5. Cost of Preparation of Tender** 6.1 The Consultant 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 Consultant.

**6. Language** 7.1 The Tender, as well as all correspondence and documents relating to the Tender exchanged between the Consultant and the Client, shall be written in English language. Where documents such as certificates are included issued in different language, the Consultant shall provide an interpreted version of same.

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| <b>7. Documents<br/>Comprising the<br/>Tender</b>      | 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.   |
| <b>8. Only One<br/>Tender</b>                          | 9.1 The Consultant (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 Consultant, including any Joint Venture member, submits or participates in more than one Tender, all such Tenders shall be disqualified and rejected. |
| <b>9. Tender Validity</b>                              | <p>10.1 The validity period for the Consultant's Tender shall be 90 days from the date of submission of the tender.</p> <p>10.2 During this period, the Consultant shall maintain its original Tender without any change, including the availability of stock as proposed.</p>  |
| <b>10. Sub-<br/>Contracting</b>                        | 11.1 The Consultant shall not subcontract the whole of the Services.  |
| <b>11. Technical<br/>Tender Format<br/>and Content</b> | 12.1 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.  |
| <b>13. Financial<br/>Tender</b>                        | <p>13.1 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.</p> <p>13.2 Prices quoted must be guaranteed for a period of twelve (12) months.</p>  |
| <b>14. Taxes</b>                                       | 14.1 The Consultant and its Sub-Contractors are responsible for meeting all tax liabilities arising out of the Contract.  |
| <b>15. Currency of<br/>Tender</b>                      | 15.1 The Consultant shall express the price for its Services in Eswatini (SZL) currency only, where the different 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**

- |   |  |
|---|--|
| <b>16. Submission,<br/>Sealing, and</b> | 16.1 The Consultant shall submit a signed and complete Tender comprising the documents as required by this RFT |
|---|--|

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## Marking of Tenders

document. The submissions must be four hard copies (***one Original and three copies***) clearly labelled as such with the ***tender name, tender reference number*** and ***closing date and time***.

- 16.2 Consultants shall mark as "CONFIDENTIAL" information in their Tenders which is confidential to their business. This may include proprietary information, trade secrets or commercial or financially sensitive information.
- 16.3 The submission shall be hand delivered and deposited in the tender box situated in the address stated in the Tender Data Sheet
- 16.4 The submission deadline of this Tender shall be on the date stated in the Data Sheet.
- 16.5 A Tender 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.
- 16.6 Any modifications, revisions, interlineations, erasures, or overwriting shall be valid only if they are signed or initialed by the person signing the Tender.
- 16.7 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.

## 17. Opening of Technical Proposals

- 17.1 A representative of the NDMA's Tender Board shall conduct the opening of the Tenders in the presence of all Consultants' authorized representatives who choose to attend (in person, or). The opening date, time and the address shall be same as the closing date and time mentioned at the opening page of this document.
- 17.2 At the opening of the Tenders, the following shall be read out: (i) the name and the country of the Consultant 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

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deadline; and (iv) any other information deemed appropriate.

## **18. Proposals Evaluation**

- 18.1 The evaluators of the Technical Proposals shall have no access to the Financial Proposals until the technical evaluation is concluded and completed.
- 18.2 The Consultant is not permitted to alter or modify its Proposal in any way after the proposal submission deadline. While evaluating the Proposals, the NDMA will conduct the evaluation solely on the basis of the submitted Technical and Financial Proposals

## **19. Public Opening of Financial Proposals**

- 19.1 After the technical evaluation is completed, the NDMA shall notify those Consultants whose Proposals were considered non-responsive to the RFT and TOR or did not meet the minimum qualifying technical score, advising them the following:
- (i) their Proposal was not responsive to the RFT and TOR or did not meet the minimum qualifying technical score.
  - (ii) Provide information relating to the Consultant's overall technical score.
  - (iii) Their Financial Proposals will be returned unopened after completing the selection process and Contract signing.
- 19.2 The NDMA shall simultaneously notify in writing those Consultants whose Proposals were considered responsive to the RFT and TOR, and that have achieved the minimum qualifying technical score, advising them the following:
- (i) their Proposal was responsive to the RFT and TOR and met the minimum qualifying technical score;
  - (ii) provide information relating to the Consultant's overall technical score, as well as scores obtained for each criterion and sub-criterion;
  - (iii) their Financial Proposal will be opened at the public opening of Financial Proposals; and

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- (iv) Notify them of the date, time and location of the public opening and invite them for the opening of the Financial Proposals.

- 19.3 The opening date shall be no less than ten (10) Business Days from the date of notification of the results of the technical evaluation. However, if the NDMA receives a complaint on the results of the technical evaluation within the ten (10) Business Days, the opening date shall be shifted accordingly.
- 19.4 The Consultant's attendance at the opening of the Financial Proposals (in person, or online) is optional and is at the Consultant's choice.
- 19.5 The Financial Proposals shall be opened publicly by the NDMA's Tender Evaluation Committee in the presence of the representatives of the Consultants and anyone else who chooses to attend. Any interested party who wishes to attend this public opening should contact the NDMA through email at [procurement@ndma.org.sz](mailto:procurement@ndma.org.sz). 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.

## **20. Correction of Errors**

- 20.1 Activities and items described in the Technical Proposal but not priced in the Financial Proposal, shall be assumed to be included in the prices of other activities or items, and no corrections are made to the Financial Proposal.

## **21. Financial Proposal Evaluation**

- 21.1 For the evaluation purposes, prices shall be converted to a single currency using the selling rates of exchange, sourced from the Central Bank of Eswatini.
- 21.2 The following formula shall be used for evaluation of the Financial Proposal:

$$Fs = \frac{Fl}{Fm} \times 100$$

- 21.3 The weight shall be 0.70 for Technical proposal and 0.30 for Financial Proposal

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## 22. Negotiations

### D. Negotiations and Award

22.1 The negotiations will be held at the date and address as shall be communicated to the best evaluated tenderer, with the Consultant's representative(s) who must have written power of attorney to negotiate and sign a Contract on behalf of the Consultant.

22.2 The NDMA shall prepare minutes of negotiations that are signed by the NDMA and the Consultant's authorized representative.

#### a. Availability of Key Experts

22.3 The invited Consultant shall confirm the availability of all Key Experts included in the Proposal as a pre-requisite to the negotiations, or, if applicable, a replacement in accordance with ITC 12. Failure to confirm the Key Experts' availability may result in the rejection of the Consultant's Proposal and the NDMA proceeding to negotiate the Contract with the next-ranked Consultant.

22.4 Notwithstanding the above, the substitution of Key Experts at the negotiations may be considered if due solely to circumstances outside the reasonable control of and not foreseeable by the Consultant, including but not limited to death or medical incapacity. In such case, the Consultant shall offer a substitute Key Expert within the period of time specified in the letter of invitation to negotiate the Contract, who shall have equivalent or better qualifications and experience than the original candidate.

#### b. Technical Negotiations

22.5 The negotiations include discussions of the Terms of Reference (TORs), the proposed methodology, the NDMA's inputs, the special conditions of the Contract, and finalizing the "Description of Services" part of the Contract. These discussions shall not substantially alter the original scope of services under the TOR or the terms of the contract, lest the quality of the final product, its price, or the relevance of the initial evaluation be affected

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- |  |   |
|--|---|
| <p><b>c. Financial Negotiations</b></p>              | <p>22.6 The negotiations include the clarification of the Consultant's tax liability in the NDMA's country and how it should be reflected in the Contract.</p> <p>22.7 Information on remuneration rates and clarification on the remuneration rates' structure shall be considered.</p>  |
| <p><b>23. Standstill Period</b></p>                  | <p>23.1 The Contract shall not be awarded earlier than the expiry of the Standstill Period. The Standstill Period shall be ten (10) Business Days and shall commence the day after the date the NDMA has transmitted to each Consultant (that has not already been notified that it has been unsuccessful) the Notification of Intention to Award the Contract.</p>   |
| <p><b>24. Notification of Intention to Award</b></p> | <p>24.1 The NDMA shall send to each Consultant (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 Consultant. The Notification of Intention to Award shall contain, at a minimum, the following information:</p> <ul style="list-style-type: none"> <li>(a) the name and address of the Consultant with whom the NDMA successfully negotiated a contract;</li> <li>(b) the contract price of the successful Proposal;</li> <li>(c) the names of all Consultants included in the short list, indicating those that submitted Proposals;</li> <li>(d) where the selection method requires, the price offered by each Consultant as read out and as evaluated;</li> <li>(e) the overall technical scores and scores assigned for each criterion and sub-criterion to each Consultant;</li> <li>(f) the final combined scores and the final ranking of the Consultants;</li> </ul> |

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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"> <li>Company profile</li> <li>Certified copy of Trading license</li> <li>Original and Valid Tax Compliance certificate</li> <li>VAT Registration Certificate</li> <li>Certified Copy of Labor Compliance Certificate or Equivalent</li> <li>ENPF Compliance Certificate</li> <li>Audited Financial Statements for the past three (3) financial years.</li> <li>Form J and Form C for companies.</li> <li>Police Clearance or affidavit proving that directors of the company have not convicted of any criminal offenses relative to procurement.</li> <li>Certified ID copies for Directors</li> <li>Certified Copy of CIC Registration Certificate ESa 4 or ESb 4 and above</li> <li>Letters from at least three relevant trade references</li> <li>Signed Declaration of Eligibility</li> </ol>
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: <b>RFT- NDMA 2024/06</b>  <b>Supply and Install CCTV Cameras and Intrusion Detection Alarm System at NDMA Warehouse</b>  The envelope with the original must be clearly marked <b>“ORIGINAL”</b> and the envelope containing copies must be clearly marked <b>“COPY”</b></p>

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16.3	Submission of Tenders	<p>The location of the Tender submission is:</p> <p><b><i>NDMA Head Quarters 3<sup>rd</sup> Floor MVA Building SMVAF Office Park Mhilibhi Street</i></b></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. <b><u>Faxed, emailed and late tenders will not be accepted.</u></b></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 <b><u>07<sup>th</sup> February 2025 at 12:00 hours.</u></b></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 <b><u>07<sup>th</sup> February 2025 at 12:10 Hours.</u></b></p>
18.1	Evaluation Criteria	<p>The evaluation criteria are detailed in the <b>Evaluation Criteria</b> section 4.0 of this RFT document.</p>
19.1	Award of Contract	<p>The contract to award is detailed in the <b>Contract Award Criteria</b> 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  
Mbabane

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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***

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 consultants 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,

Yours sincerely,

---

Signature (of Consultants authorized representative) ***{In full and initials}***:

Full name: {insert full name of authorized representative}

Title: {insert title/position of authorized representative}

Name of Consultants (company's name or JV's name):

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

Address: {insert the authorized representative's address}

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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.

We remain,

Yours sincerely,

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

Full name: {insert full name of authorized representative}

Title: {insert title/position of authorized representative}

Name of Consultants (company's name or JV's name):

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

### CONSULTANT'S QUALIFICATION AND EXPERIENCE

Form TECH-1: a brief description of the Consultant's qualification and an outline of the recent experience of the Consultant that is most relevant to the assignment. In the case of a joint venture, information on similar assignments shall be provided for each partner.

#### A - Consultant's Qualification

1. Provide here a brief description of the academic background and – in case of a joint venture – of each member for this assignment.
2. Include any professional accreditation for each member/ individuals to be involved in the assignment.

#### B - Consultant's Experience

1. List only previous similar assignments successfully completed in the last six [06] years.
2. List only those assignments for which the Consultant was legally contracted by the Client individually or was one of the joint venture members. The Consultant 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 (in US\$ equivalent)/ Amount paid to your firm	Role on the Assignment

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Duration	Assignment name/ & brief description of main deliverables/outputs	Name of Client & Country of Assignment	Approx. Contract value (in US\$ equivalent)/ Amount paid to your firm	Role on the Assignment
{e.g., Jan.2009–Apr.2010}	{e.g., “Improvement quality of.....”: designed master plan for rationalization of .....; }	{e.g., Ministry of ....., country}	{e.g., US\$1 mill/US\$0.5 mill}	{e.g., Lead partner in a JV A&B&C}
{e.g., Jan-May 2008}	{e.g., “Support to sub-national government.....” : drafted secondary level regulations on.....}	{e.g., municipality of....., country}	{e.g., US\$0.2 mil/US\$0.2 mil}	{e.g., sole Consultant}

## FORM TECH-2

### DESCRIPTION OF APPROACH, METHODOLOGY, AND WORK PLAN IN RESPONDING TO THE TERMS OF REFERENCE

Form TECH-2: a description of the approach, methodology and work plan for performing the assignment, including a detailed description of the proposed methodology.

{Suggested structure of your Technical Proposal:

- a) Technical Approach and Methodology
- b) Work Plan
- c) Organization and Staffing}

- a) **Technical Approach and Methodology.** {Please explain your understanding of the objectives of the assignment as outlined in the Terms of Reference (TORs), the technical approach, and the methodology you would adopt for implementing the. Including on the [environmental and] social aspects)” to deliver the expected output(s), and the degree of detail of such output. Please do not repeat/copy the TORs in here.}

- b) **Work Plan.** {Please outline the plan for the implementation of the main activities/tasks of the assignment, their content and duration, phasing and interrelations, milestones (including interim approvals by the Client), and tentative delivery dates of the reports. The proposed work plan should be consistent with the technical approach and methodology, showing your understanding of the TOR and ability to translate them into a feasible working plan. A list of the final documents (including reports) to be delivered as final output(s) should be included here. The work plan should be consistent with the Work Schedule Form.}

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- c) **Organization and Staffing.** {Please describe the structure and composition of your team, including the list of the Key Experts, Non-Key Experts and relevant technical and administrative support staff.}

### FORM TECH-3

#### WORK SCHEDULE AND PLANNING FOR DELIVERABLES

N°	Deliverables <sup>1</sup> (D-..)	Months/Weeks											
		1	2	3	4	5	6	7	8	9	....	n	TOTAL
D-1	{e.g., Deliverable #1:												
D-2	{e.g., Deliverable #2:.....}												

- 1 List the deliverables with the breakdown for activities required to produce them and other benchmarks such as the NDMA's approvals. For phased assignments, indicate the activities, delivery of reports, and benchmarks separately for each phase.
- 2 Duration of activities shall be indicated in a form of a bar chart.
- 3 Include a legend, if necessary, to help read the chart.

### FORM TECH-4

#### CURRICULUM VITAE (CV)

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<b>Position Title and No.</b>	{e.g., K-1, TEAM LEADER}
<b>Name of Expert:</b>	{Insert full name}
<b>Date of Birth:</b>	{day/month/year}
<b>Country of Citizenship/Residence</b>	

**Education:** {List college/university or other specialized education, giving names of educational institutions, dates attended, degree(s)/diploma(s) obtained}

---

**Employment record relevant to the assignment:** {Starting with present position, list in reverse order. Please provide dates, name of employing organization, titles of positions held, types of activities performed and location of the assignment, and contact information of previous clients and employing organization(s) who can be contacted for references. Past employment that is not relevant to the assignment does not need to be included.}

<b>Period</b>	<b>Employing organization and your title/position. Contact information for references</b>	<b>Country</b>	<b>Summary of activities performed relevant to the Assignment</b>
[e.g., May 2005-present]	[e.g., Ministry of ....., advisor/consultant to...  For references: Tel...../e-mail.....; Mr. Hbbbbb, deputy minister]		

Membership in Professional Associations and Publications:

---

Language Skills (indicate only languages in which you can work): \_\_\_\_\_

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**Adequacy for the Assignment:**

Detailed Tasks Assigned on Consultant's Team of Experts:	Reference to Prior Work/Assignments that Best Illustrates Capability to Handle the Assigned Tasks
{List all deliverables/tasks in which the Expert will be involved}	

**Expert's contact information:** (e-mail ....., phone.....)

**Certification:**

I, the undersigned, certify that to the best of my knowledge and belief, this CV correctly describes myself, my qualifications, and my experience, and I am available, as and when necessary, to undertake the assignment in case of an award. I understand that any misstatement or misrepresentation described herein may lead to my disqualification or dismissal by the Client, and/or sanctions by the Bank.

{day/month/year}

Name of Expert  
Date

Signature

{day/month/year}

Name of authorized  
Date  
Representative of the Consultant  
(the same who signs the Proposal)

Signature

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## FORM FIN-2 SUMMARY OF COSTS

Item	Costs			
	Consultant to include all cost associated with assignment <i>(Amend fields where required)</i>			
Cost of the Financial Proposal	Financial Year 24/25	Financial Year 25/26	Financial Year 26/27	Total Final for the entire contract
Including:				
(1) Remuneration				
(2) Reimbursable <i>(enlist all costs)</i>				
<b>Total Cost of the Financial Proposal:</b> {Should match the amount in Form FIN-1}				
(i) {insert type of tax e.g., VAT or sales tax}				
(ii) {e.g., income tax on non-resident experts}				
(iii) {insert type of tax}				
Total Estimate for Indirect Local Tax:				
<u>Total Consultancy Costs for the Project:</u>				

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**SECTION SIX: SITE VISIT CERTIFICATE OF  
(Name of the Contractor)**

*The Contractor must, at his own expense and his responsibility, visit and examine the NDMA warehouse in Matsapha, or cause this to be done on his behalf by a competent and responsible person, and he must obtain for himself all the information that may be necessary for compiling his Tender. All Tenderers or their representatives are requested to attend and complete this form, which should be countersigned and stamped by a representative of the Employer.*

**Note: A compulsory pre-bid meeting will be held on the 21 of August at 10:30 am**

**We/I the undersigned do hereby certify that I am fully conversant with all aspect of RFT-NDMA 2023/002.**

We have visited the Institution and confirm that we are acquainted with the conditions and that we accept the condition of the RFT that they are.

Dated This.....Day of .....2023.

Signature:.....

Only Authorised To Sign Tenders For And On Behalf Of.....

Tenderer:.....

Signature of Institution .....

Name .....

Date .....

Stamp .....

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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 Consultant's authorized representative) {In full and initials}:

Full name: {insert full name of authorized representative}

Title: {insert title/position of authorized representative}

Name of Consultant (company's name or JV's name):

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

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/consultant, in which case the power of attorney to sign on behalf of all members shall be attached}

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## SECTION EIGHT - CONTRACT TERMS AND CONDITIONS

### GENERAL CONDITIONS OF CONTRACT (GCC)

#### 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 Consultant, 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 Consultant 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 Consultant 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 Consultant covered under the Contract.
- e) "The Procuring Entity" means the National Disaster Management Agency, an organization purchasing the Goods.
- f) "The Consultant" 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 Goods 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 Consultant shall not, without the Procuring Entity's prior written consent, disclose the Contract, or any provision thereof, or any specification, plan, drawing, pattern,

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sample, or information furnished by or on behalf of the Procuring Entity in connection therewith, to any person other than a person employed by the Consultant 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 Consultant 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 Consultant's performance under the Contract if so required by the Procuring Entity.

## 5. PATENT RIGHTS

5.1 The Consultant 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 Consultant 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 Consultant 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 Consultant:

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- (a) such spare parts, as the Procuring Entity, may elect to purchase from the Consultant, provided that this election shall not relieve the Consultant of any warranty obligations under the Contract; and
- (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 Goods shall be made by the Consultant in accordance with the terms specified in the Schedule of Requirements. The details of shipping and/or other documents to be furnished by the Consultant 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 Consultant 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 Consultant, and the cost thereof shall be included in the Contract Price.
- 10.2 Where the Consultant 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 Consultant, and the cost thereof shall be included in the Contract Price.
- 10.3 Where the Consultant 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

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and storage, as shall be specified in the Contract, shall be arranged by the Consultant, and the related costs shall be included in the Contract Price.

## 11. WARRANTY

11.1 The Consultant 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 Consultant 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 Consultant 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 Consultant in writing of any claims arising under this warranty.

11.4 Upon receipt of such notice, the Consultant 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 Consultant, 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 Consultant's risk and expense and without prejudice to any other rights which the Procuring Entity may have against the Consultant under the Contract.

## 12. PAYMENT

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

12.2 The Consultant'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 Consultant unless otherwise stated in the Contract.
13. PRICES
- 13.1 Prices charged by the Consultant for Goods delivered and Services performed under the Contract shall not vary from the prices quoted by the Consultant in its tender.
- 13.2 All such prices shall be valid and fixed for a period of one (01) year
14. DELAYS IN THE CONSULTANT'S PERFORMANCE
- 14.1 Delivery of the Goods and performance of Services shall be made by the Consultant in accordance with the time schedule prescribed by the Procuring Entity.
- 14.2 If at any time during the performance of the Contract, the Consultant or its subcontractor(s) should encounter conditions impeding timely delivery of the Goods and performance of Services, the Consultant 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 Consultant's notice, the Procuring Entity shall evaluate the situation and may at its discretion extend the Consultant'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 Consultant in the performance of its delivery obligations shall render the Consultant 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 Consultant, may terminate this Contract in whole or in part:
- a) if the Consultant 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 Consultant 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 Entity may procure, upon such terms and in such manner

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as it deems appropriate, Goods or Services similar to those undelivered, and the Consultant shall be liable to the Procuring Entity for any excess costs for such similar Goods or Services. However, the Consultant shall continue performance of the Contract to the extent not terminated.

#### 16. LIQUIDATED DAMAGES

- 16.1 Subject to GCC Clause 15, if the Consultant 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 Consultant 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 Consultant and not involving the Consultant'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 Consultant 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 Consultant 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 Consultant 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 INSOLVANCY  | 20.1 | The Procuring Entity may at any time terminate the contract by giving written notice to the Consultant if the Consultant becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the Consultant, 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 Consultant, 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 consultant under the Contract is terminated, and the date upon which such termination becomes effective.   |
|                                 | 21.2 | The Goods which are complete and ready for shipment within thirty (30) days after the Consultant'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: <ul style="list-style-type: none"> <li>(a) Have any portion completed and delivered at the Contract terms and prices; and/or</li> <li>(b) Cancel the remainder and pay to the Consultant an agreed amount for partially completed Goods and Services performed and for materials and parts already procured by the Consultant for the fulfilment of Contract at that stage</li> </ul> |
| 22. RESOLUTION OF DISPUTES      | 22.1 | The Procuring Entity and the Consultant 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 Consultant 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 and  |

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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 Consultant, 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 Consultant'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 Consultant 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 Consultant not later than thirty (30) days following the date of completion of the Consultant'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 Consultant 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 Consultant or Subcontractor's, at point of delivery, and/or at the Goods final destination. If conducted on the premises of Consultant 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 Consultant 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 Consultant from any warranty or other obligations under this Contract.

## 26. NOTICES

- 25.5 Where a sample is furnished by the Consultant, the Goods shall be equivalent thereto in every respect.
- 25.1 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;
- 25.2 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	<b><u>Procuring Entity:</u></b> Client Name: National Disaster Management Agency (NDMA) Address : P. O. Box 8909, Mbabane, Eswatini Phone No. : +268 2409 5500 Contact Person: Diana Simelane
8.	<b>Delivery and Documents</b>	
8.1	Delivery of goods and services	Delivery of the services shall be made by the Consultant in accordance with the terms specified in the Schedule of Requirements
8.2	Documentation to be delivered by the Consultant	Delivery documents are normally: Delivery Notes, job cards and the invoice
9.	<b>Insurance</b>	
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	<b>Payment</b>	
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 Consultant accompanied by a letter of satisfactory inspection from the Official at the Delivery Point
16	<b>Liquidated Damages</b>	
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	<b>Notices:</b>	
26.1	Procuring Entity's address for notice purposes:	<i>Will be completed when contract is awarded</i>
	Consultants address for notice purposes:	<i>Will be completed when contract is awarded</i>

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