



## A NATION AT WAR WITH HIV & AIDS

### Invitation to Tender

### Supply and Delivery Laboratory Supplies

<b>Procuring Entity:</b>	<b>National Emergency Response Council on HIV/AIDS (NERCHA)</b>
<b>Tender No:</b>	<b>PP/GOODS/02/2024</b>
<b>Issue date of Tender Documents:</b>	<b>20<sup>th</sup> December 2024</b>
<b>Submission date:</b>	<b>20<sup>th</sup> January 2025, 10:00 AM</b>

## Important Advisory Notes for Tenderers for NERCHA Contracts

These documents should be read carefully by the Tenderer before preparing the Tender to ensure compliance with the key requirements. Failure to fulfil these requirements will result in disqualification of the offer. Special attention should be paid to the following:

### 1. Price Schedule and Tender Form

The Price Schedule must be completed and must be inclusive of all taxes. The total figure of the Price Schedule must be taken to the Tender Form. The Tender form is the offer you are making and must be signed and completed. If it is not completed and signed, your tender will be rejected at the preliminary stage of evaluation.

### 2. Envelope with the Original Tender and Number of Copies

The envelope with the original Tender Document must also include the number of copies specified in the "Tender Data Sheet". The original Tender must be clearly marked "original", while the copy/copies should be marked "copy". The envelope must clearly be marked according to instructions in the "Tender Data Sheet".

### 3. Tender Security

A tender Security is always required, and this may be provided in the form of a Bid Securing Declaration Form as provided. An original security must accompany each tender presented. **Photocopies, company or personal cheques are not acceptable. Failure to provide this document in the form required will result in rejection of your offer.**

### 4. Performance Security

When the "Tender Data Sheet" states that a Performance Security is required, this is only applicable to the successful Tenderer, who at the time of the contract signing will be expected to provide such Performance Security to ensure that the supplier carries out his contract obligations. The Performance Security can be provided in the form of a Bank Guarantee or an Insurance Company Bond.

### 5. Contract Form

Tenderers should examine the Contract Form in the Tender Document, as it contains information about the contract, which will be signed by the successful Tenderer following the Award of Contract.

### 6. Documents Required

You must provide the documents stated in the Instructions to Tenderers and the Tender Data Sheet. Failure to provide any of the documents specified may result in rejection of your tender.

### 7. Partial offers

**If the Invitation to Tender document calls for complete or partial offers. In such cases Partial offers per Lot will not be acceptable and may result in rejection of the offer. You should carefully note any instructions in the specifications and the Schedule of Requirements.**

### 8. Copies of your Tender

If the Tender specifies original and copies this means originals of all the documents comprising your Tender and copies of the same. The envelopes should be clearly marked accordingly.

This advisory is given as assistance only and Tenderers must examine all forms, instructions, terms and specifications when preparing their offer.

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Qualification and Experience Information Sheet

Specifications

Delivery Schedule of Requirements

Contract Form

General Conditions of Contract

Special Conditions of Contract

Performance Security Form



National Emergency Response Council on HIV/AIDS (NERCHA)  
Portion 738 Farm Emajika, Road, Mbabane | P.O. Box 1937, Mbabane  
Email: [procurement@nercha.org.sz](mailto:procurement@nercha.org.sz)  
Website: <http://www.nercha.org.sz>

## INVITATION TO TENDER

FOR

### Supply and Delivery PPE and Laboratory Supplies

#### Tender Reference No: PP/GOODS/02/2024

The *National Emergency Response Council on HIV/AIDS (NERCHA)* has received financing from the *Global Fund* toward the cost of Laboratory supplies and PPE and intends to apply part of the proceeds of this financing to payments under the Contract for *this tender, PP/GOODS/02/2024*.

NERCHA now invites sealed Tenders from eligible and qualified Tenderers in the following lots, specifications and quantities detailed in the schedule of requirements:

Lot No.	Description
Lot 1	Laboratory Stains and related supplies
Lot 2	NMP Laboratory Supplies
Lot 3	PPE and Other Laboratory Supplies

Tendering will be conducted through the Open Tendering procedures specified in the Public Procurement Act of 2011 and the Public Procurement Regulations of 2020 and is open to all Tenderers who are eligible.

Interested eligible Tenderers may obtain further information from *The Procurement Unit, NERCHA*, [procurement@nercha.org.sz](mailto:procurement@nercha.org.sz); and inspect the Tendering Documents from 7<sup>th</sup> January 2025 at the address given below from 0800hrs to 16h00rs.

Tenders must be accompanied by a proof of payment of a non-refundable tender fee of E500.00 (Five Hundred Emalangeneni only). The method of payment will be via EFT to this bank account:

**Account Name:** NERCHA Escrow  
**Bank Name:** First National Bank  
**Account Number:** 62060796243  
**Branch Name:** Mbabane **Branch Code:** 280164  
**Reference:** Company Name & tender Reference

NB: Please email proof of payment to [procurement@nercha.org.sz](mailto:procurement@nercha.org.sz) and copy to [colile.dlamini@nercha.org.sz](mailto:colile.dlamini@nercha.org.sz)

The Tendering Documents shall be registered and deposited into The Tender Box, NERCHA Reception at the address below.

Tenders must be delivered to the address below on 20<sup>th</sup> January 2025 before 10:00AM. Electronic Tendering will not be permitted. Late Tenders will be rejected. Tenders will be

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opened in the presence of the Tenderers' representatives who choose to attend in person at 10:05am, 20<sup>th</sup> January 2025. All Tenders must be accompanied by a *Tender-Securing Declaration*.

The address(es) referred to above is

**The Tender Board**

NATIONAL EMERGENCY RESPONSE COUNCIL ON HIV & AIDS (NERCHA)  
PLOT 738 OF FARM 2  
EMAJIKA ROAD  
MBABANE

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# INSTRUCTIONS TO TENDERERS

*Tenderers should read these Instructions in conjunction with the attached Tender Data Sheet.*

## 1. ELIGIBILITY AND QUALIFICATION OF TENDERERS

Tenderers must be eligible to tender and be qualified and capable to perform any resulting contract prior to being awarded a contract.

The Tender Data Sheet shall specify the eligibility and qualification criteria.

## 2. TENDERER'S RESPONSIBILITIES

The Tenderer is expected to examine all instructions, forms, terms, and specifications in the Tendering documents. Failure to furnish all information required by the Tendering documents or to submit a Tender not substantially responsive to the Tendering documents will be at the Tenderer's risk and may result in the rejection of its Tender.

The Tenderer shall bear all costs associated with the preparation and submission of its Tender, and the Procuring Entity will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the Tendering process.

## 3. CORRUPT COLLUSIVE, FRAUDULENT AND COERCIVE PRACTICES

Tenderers should be aware that the Government of Eswatini has embarked on a 'procurement reform program' with the objective of achieving greater transparency, accountability and value for money in the use of public funds.

Tenderers participating in public procurement at all times are to abide by their obligations and are not to commit or abet corrupt, fraudulent, collusive or coercive practices.

Tenderers should be aware that a tenderer who engages in corrupt, collusive, fraudulent or coercive practices will have their proposals rejected and may further be subject to prosecution under the laws of Eswatini.

The Government of Eswatini has recently put in place an Anti-Corruption Commission to investigate specific instances of alleged

corrupt, collusive, fraudulent or coercive procurement practices.

"Corrupt practice" means the offering, giving, receiving or soliciting, directly or indirectly, of any thing of value to influence the action of a public officer in the procurement process or in contract execution;

"Collusive" practice means a scheme or arrangement between two or more tenderers, with or without the knowledge of the procuring entity, designed to establish tender prices at artificial, non-competitive levels;

"Fraudulent practice" means a misrepresentation or omission of facts in order to influence a procurement process or the execution of a contract;

"Coercive practice" means harming or threatening to harm, directly or indirectly, persons, or their property, to influence their participation in a procurement process or affect the execution of a contract.

## 4. CONFLICT OF INTEREST

Suppliers and Contractors are required to provide professional, objective, and impartial advice and at all times hold the Client's interest paramount, strictly avoid conflicts with other assignments or their own corporate interests and act without any consideration for future work.

Without limitation on the generality of the foregoing, Suppliers and Contractors, and any of their affiliates, shall be considered to have a conflict of interest and shall not be recruited, under any of the circumstances set forth below:

- a) A firm hired to provide consulting services for the preparation or implementation of a project, and any of its affiliates, shall be disqualified from subsequently providing goods or works or non-consulting services other than consulting services resulting from or directly related to the firm's consulting services for such

## INSTRUCTIONS TO TENDERERS

preparation or implementation. For the purpose of this paragraph, non-consulting services other than consulting services are defined as those leading to a measurable physical output, for example surveys, exploratory drilling, aerial photography, and satellite imagery.

- b) Suppliers and Contractors (including its Personnel and Sub-Consultants) that has a business or family (parents, spouse(s) and children including adopted children) relationship with a member of the Client's staff who is directly or indirectly involved in any part of: (i) the preparation of the Terms of Reference of the assignment, (ii) the selection process for such assignment, or (iii) supervision of the Contract, shall not be awarded a Contract.

Suppliers and contractors have an obligation to disclose any situation of actual or potential conflict that impacts their capacity to serve the best interest of their client, or that may reasonably be perceived as having this effect. Failure to disclose said situations may lead to the disqualification of the supplier and contractor or the termination of its contract.

### 5. TENDER PREPARATION

The Tender prepared by the Tenderer, as well as all correspondence and documents relating to the Tender exchanged by the Tenderer and the Procuring Entity shall be written in the English language.

### 6. PRE-TENDER MEETING/SITE INSPECTION

If so stated in the Tender Data Sheet, Tenderers shall be invited to a pre-tender meeting/site inspection which will be held at the time and at the location stated. Tenderers are encouraged to provide questions in writing before the event.

If a pre-tender meeting/site inspection is described as compulsory, tenderers will not be eligible to tender if they fail to attend.

### 7. VALIDITY

Tenders shall be valid for the number of days specified in the Tender Data Sheet past the latest date for submission. Tenders with a shorter validity will be rejected.

### 8. DOCUMENTARY REQUIREMENTS

Tenders shall be submitted on the forms provided in the Tendering Document and in the number of copies stated in the Tender Data Sheet. Tenders must be typewritten or in black ink and signed in black ink by the contractor's authorized representative. Incomplete or unsigned Tenders may be rejected.

Tenderers shall indicate pricing and pricing breakdown as required. In the event of an error in the extension of prices, the unit prices shall prevail. Prices shall be fixed for the duration of the contract and not subject to variation unless otherwise stated in the Tender Data Sheet. Prices must include all costs for the requirement including any incidental services and all applicable taxes.

### 9. DOCUMENTS COMPRISING THE TENDERER'S OFFER

The Tender must comprise the following:

- a) **Tender Form** duly completed and signed by the Tenderer (and any joint venture partners) **together with Priced Schedule/s** with itemized prices in Emalangeneni including any breakdown costs in the forms contained in this Invitation to Tender document. Price **must** be inclusive of all taxes. Strictly Tenderers operating outside Common monetary Area shall be allowed to bid in other currency i.e. US Dollar.
- b) A signed **Declaration of Eligibility** in the form provided in this document.
- c) A **Tender Security or Guarantee** in the form contained in this document for the value and validity indicated in the Tender Data Sheet. The Tender security may be forfeited if a Tenderer:
- Withdraws its Tender during the period of Tender validity specified on the Tender Form, or;

## INSTRUCTIONS TO TENDERERS

- does not accept the correction of errors or;
- in the case of a successful Tenderer, if the Tenderer fails to sign the contract; or to furnish a performance guarantee if required.

d) A certified copy of a relevant current **Trading Licence**. (Not applicable for foreign suppliers).

e) An Original current **Tax Clearance Certificate** (Not applicable for foreign suppliers)

f) **Delivery time**; in weeks from award of contract or compliance with required delivery schedule if stated in the Tender Data Sheet or in the Schedule of Requirements.

g) Adequate **certificates of quality**, (if applicable).

h) Technical brochure of each proposed item (if applicable).

i) In cases where the offered equipment would normally be subject to manufacturer's warranty and the Tenderer is not the manufacturer of the equipment offered, suitable authority from the manufacturer must be provided in the format provided in this document.

j) Any other documents specified in the Tender Data Sheet.

Failure to provide any of the required documents may result in rejection of the Tenderer's offer.

### 10. PRICE

The Tenderer will afford the Procuring Entity a "Most Favoured Client" status and prices and rates.

NERCHA may undertake 'price verification' to confirm market prices and rates.

NERCHA tenders for a period of 12 months or less are considered to be 'fixed and firm price'. Prospective tenderers are advised that only in exceptional circumstances will the Government of Eswatini consider granting a

price increase within 12 months of contract award.

### 11. TENDERER'S REQUEST FOR CLARIFICATION

A prospective Tenderer requiring any clarification of the Tendering documents may notify the Procuring Entity in writing or electronic mail. The Procuring Entity will respond in writing to any request for clarification of the tendering documents. Written copies of the Procuring Entity's response (including an explanation of the query but without identifying the source of inquiry) will be sent to all prospective tenderers that have received the Invitation to Tender documents.

### 12. SUBMISSION OF TENDERS

Original, signed, sealed Tenders must be received at the location specified in the Tender Data Sheet on or before the specified date and time.

The Tenderer shall seal the original and each copy of the Tender in separate envelopes, duly marking the envelopes as "Original" and "Copy" and quoting the Tender reference and the Tenderers Address. The envelopes shall then be sealed in an outer envelope. The outer envelope shall be addressed and marked according to the requirements of the Tender Data Sheet.

At this time, all tender responses are to be delivered as a 'hard copy' document.

Electronic submissions shall **not be** accepted.

### 13. LATE TENDERS

Any Tender received by the Procuring Entity after the deadline for submission specified in the Tender Data Sheet will be rejected and returned unopened to the Tenderer.

### 14. MODIFICATIONS AND WITHDRAWAL OF TENDERS

The Tenderer may modify or withdraw its Tender after submission, provided that written notice of the modification is received by the Procuring Entity prior to the deadline for its

Supply and Delivery of Laboratory Supplies: Tender No: PP/GOODS/02/2024

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## INSTRUCTIONS TO TENDERERS

submission. A withdrawal notice may also be sent by e-mail but followed by a signed confirmation copy. A Tenderer's representative shall initial Tender changes or modifications in black ink.

No Tender may be modified after the deadline for submission of Tenders.

No Tender may be withdrawn in the interval between the deadline for submission of Tenders and the expiration of its validity.

### 15. TENDER OPENING

The date, time and place for the opening of Tenders and proposals is specified in the Tender Data Sheet. All Tenderers have the right to attend at their own expense.

The name of each Tenderer and the total amount of its Tender will be read aloud, and the Tender Form and price schedules shall be signed by the Tender Opening Committee.

Minutes of the Tender Opening will be prepared, and copies provided to any interested party upon request.

### 16. PRELIMINARY EXAMINATION

Prior to the detailed evaluation, the Procuring Entity will determine the substantial responsiveness of each Tender. For purposes of this clause, a substantially responsive Tender is one, which conforms to all the terms and conditions of the Invitation to Tender document without material deviations.

The Procuring Entity's determination of a Tender's responsiveness is based on the contents of the Tender itself without recourse to extrinsic evidence.

If a Tender is not substantially responsive, the Procuring Entity shall reject it. The Tender must not subsequently be made responsive by the Tenderer by correction of the nonconformity.

The Procuring Entity will examine the Tenders to determine, whether they are complete, whether any computational errors have been made, whether the documents have been properly signed, and whether the Tenders are generally in order.

The Procuring Entity shall reject any Tender when:

- The Tenderer has failed to demonstrate an ability to perform according to the requirements indicated in the Invitation to Tender documents;
- The Tenderer refuses to accept the correction of an arithmetical error;
- The Tenderer is not substantially responsive to the requirements of the Invitation to Tender documents or the technical specifications;
- The Tenderer has failed to comply with a request for clarification of Tenders.
- If a Tender Security has been requested and this does not accompany the Tender.

### 17. DETAILED EVALUATION

Only Tenders found to be substantially responsive will be subjected to detailed examination.

The Procuring Entity shall appoint a committee of evaluators to examine and evaluate all Tenders.

In the evaluation of Tenders, the following criteria will be taken into account.

- Responsiveness to the required specifications.
- Price of goods or equipment.
- Any other Criteria specified in the Tender Data Sheet.
- Partial offers in each Lot will not be considered.

During evaluation of the Tenders, the Procuring Entity may, at its discretion, ask the Tenderer for a clarification of its Tender. The request for clarification and the response shall be in writing, and no change in the prices or substance of the Tender shall be sought, offered, or permitted. Tenderers who do not respond to requests for clarification will have their tenders rejected.

Any effort by a Tenderer to influence the Procuring Entity in its decisions on Tender evaluation, Tender comparison, or contract award may result in the rejection of the Tenderer's Tender.

## INSTRUCTIONS TO TENDERERS

- Responsiveness to the required specifications.
- Price of goods or equipment including Delivery, Carriage and Insurance Paid to final destination in Eswatini and inclusive of all taxes.
- Any other Criteria specified in the Tender Data Sheet.

### 18. LOCAL PREFERENCE

There is no preference defined for this tender.

### 19. AWARD OF CONTRACT

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 be post qualified.

The Procuring Entity will award the contract to the Tenderer having submitted the lowest evaluated, substantially responsive Tender who is recognized to have the capability to undertake and complete a contract.

Prior to the expiration of the Tender's validity, the Procuring Entity will notify the successful Tenderer in writing that its Tender has been accepted. The successful Tenderer will be expected to sign a contract and if required in the Tender Data sheet provide a Performance Guarantee within 14 (fourteen) days of the notification of award. The Performance Guarantee will be valid for the period of the contract including any warranty obligations. Where a Tender Security has been provided, this will be returned to the successful Tenderer on furnishing of a Performance Guarantee. All unsuccessful tenderers securities will be returned at the same time.

### 20. REJECTION OF TENDERS

The Procuring Entity reserves the right to accept or reject any tender, and to annul the tendering process at any time prior to the award of a contract, without thereby incurring any liability to the affected Tenderer(s) or any

obligation to provide information on the grounds for its action.

### 21. CHANGES OR REDUCTIONS AT AWARD

The Procuring Entity reserves the right at the time of contract award to increase or decrease, by up to 25% (twenty five percent), the quantity of goods originally specified in the Schedule of Requirements without any change in unit price or other terms and conditions.

### 22. CONTRACT FORMATION

Your response to the Tendering Document is an offer to the Government.

A Tender becomes a binding contract only when officially accepted in writing by the Procuring entity. Payment for any procurement under this tender is dependent upon a Contract duly signed by both parties.

### 23. CONTRACT PERFORMANCE

Contract performance of awarded tenders will be measured against:

- Delivery against agreed Specification;
- Delivery of tendered items against agreed delivery schedule; and
- Delivery of tendered items against agreed price.

Contract performance will be considered in future tenders.

## TENDER DATA SHEET

### TENDER DATA SHEET

#### Invitation to Tender for the Supply and Delivery of Laboratory Supplies Tender Reference No. PP/GOODS/02/2024

*The data contained below in this Tender Data Sheet should be read in conjunction with the Instructions to Tenderers (ItT).*

ItT Para No.	Paragraph description.	Additional clause which forms part of the Instructions to Tenderers
1.	<b>Eligibility</b>	<p>The Eligibility criteria are provided on the Declaration of Eligibility which forms part of this Invitation to Tender.</p> <p>Local Tenderers are required to forward a copy of a current and valid Trading Licence and foreign tenderers are required to forward the equivalent from their country of operation.</p>
2.	<b>Qualification</b>	<p>Tenderers must be qualified to perform a contract by demonstrating that they have the capacity, capabilities and resources together with the level of experience required to perform the contract.</p> <p>a) <u>Manufacturers</u>. This invitation to tender is a direct procurement to suppliers duly registered with their recognised Regulatory Authority as Manufacturers or Producers of Laboratory supplies and PPE. In addition, qualifying suppliers must show evidence of compliance with the Quality Assurance requirements as stipulated in the specifications and standards section.</p> <p>b) <u>Wholesalers</u>. In the case of a Tenderer offering to supply goods that the Tenderer did not manufacture or otherwise produce, proof that they have been duly authorised by the goods manufacturer to supply the goods to NERCHA should be enclosed. Correspondence to this effect must be included for each manufacturing house represented. The manufacturer must be reflected on the document for each product offered.</p> <p>The NERCHA Tender Board or their representatives may visit the premises of the tenderer or manufacturer to verify that the capacity to supply the goods exists and that it complies with eligibility requirements.</p>
3.	<b>Pre - tender Meeting/Site Inspection</b>	There will be no pre-tender meeting.
4.	<b>Tender Validity</b>	The validity shall be <b>120</b> days from the date for tender submission. (See award of contract data)
5.	<b>Documentary Requirements</b>	The number of copies required is: <b>One (1) original and two (2) copies. (Bound neatly and appropriately).</b>
6.	<b>Documents comprising the tenderers offer</b>	<p>In addition to the documents stated in the Instructions to Tenderers the following are required;</p> <p><b>Tendering requirements:</b></p> <ul style="list-style-type: none"> <li>The Tenderer shall furnish tender security, as part of its Tender, in the form of Bid Securing declaration in the format contained in this</li> </ul>

## TENDER DATA SHEET

IfT Para No.	Paragraph description.	Additional clause which forms part of the Instructions to Tenderers
		<p>document.</p> <ul style="list-style-type: none"> <li>• Current and valid Trading license (for National Tenderers) or equivalent for foreign Tenderers;</li> <li>• Original Tax Clearance Certificate (for National Tenderers) or equivalent for foreign Tenderers;</li> <li>• Form J (for Current Shareholders information) or equivalent for foreign Tenderers;</li> <li>• Form C (for Annual Company Return) or equivalent for foreign Tenderers;</li> <li>• Certificate of Incorporation;</li> <li>• Labour Compliance Certificate for National Tenderers or equivalent for foreign Tenderers;</li> <li>• Completed Tender Form and Price Schedule;</li> <li>• Completed Declaration of Eligibility;</li> <li>• Completed Manufacturer's Authorisation Form</li> <li>• The manufacturer's authorisation form should list all products under the authorisation. The authorisation should be on company letterhead and duly signed by the authorising person.</li> <li>• Completed Quality and Experience Information Form;</li> <li>• A relevant Laboratory Experts (Laboratory technologist, Laboratory Scientists and or relevant technical expert) fully registered with the professional body is a mandatory requirement for Companies bidding for laboratory supplies. Please include a copy of your current practicing licence or an equivalent document in your Country, Professional Qualification Certificate and C.V</li> <li>• Completed Tender Form and Price Schedule</li> <li>• Signed Specification Form</li> <li>• Signed Delivery Schedule Form;</li> <li>• Detailed Technical Brochure, <b>with each item clearly marked as per lot number and item number.</b></li> <li>• Proof of payment for a non-refundable E500.00 (Five Hundred Emalangeneni only) tender fee. Banking details shall be shared with interested bidders on request.</li> </ul>



## TENDER DATA SHEET

IfT Para No.	Paragraph description.	Additional clause which forms part of the Instructions to Tenderers
		<p>and</p> <p><b>Quality Assurance requirements:</b></p> <p>The laboratory supplies should comply with the stated specifications. Furthermore, compliance to international standards (WHO, ISO, CE, FDA) or an equivalent quality management system recognised by a stringent regulatory authority is required.</p> <p><b>Note:</b> Please provide proof of such registration and prequalification documents.</p>
7.	<b>Prices</b>	<p><b>Prices must be fixed and firm for acceptance within the required tender validity.</b></p> <p>Tendered prices must include all costs and local delivery charges, all taxes, duties and levies for delivery DAP National Malaria Program offices in Manzini, Eswatini.</p> <p>No price variation will be permitted. No increase in prices will be considered prior to the expiry of the tender validity or following the placement of a contract/order. <b>(Prices shall be fixed for the duration of the contract 12 Months).</b></p> <p>Tenderers shall offer in Emalangeni or South African Rand. Tenderers outside CMA shall be permitted to offer in other currency.</p> <p>Contract will be in the currency of offer.</p> <p>Tenders will be evaluated in Emalangeni.</p> <p><u><b>Note:</b> Eswatini Revenue Authority charges VAT of 15% for all Laboratory Supplies imported. VAT exemption certificate shall be issued to Tenderers outside Eswatini.</u></p>
8.	<b>Delivery point</b>	<p>The delivery point shall be at National Malaria Program, Manzini, Eswatini.</p> <p><b>Tenderers are required to ensure deliveries are made only on working days as from 8:00 am to 3:00 pm. No deliveries will be accepted after 3:00 pm (Monday to Friday). No deliveries will be accepted on weekends.</b></p>
9.	<b>Delivery terms</b>	<p>Tenders are required on a DAP basis delivered (National Malaria Program, Manzini, Eswatini) all taxes, levies and local/inland delivery/transportation and VAT charges included.</p> <p>Incoterms 2020 applies.</p>
10.	<b>Tenderers Request for</b>	<p>The deadline for request for clarifications is <b>13<sup>th</sup> January 2025</b>. Any clarifications received after this date shall not be attended to. All requests for clarifications shall be in writing. The Procurement Entity shall provide</p>



## TENDER DATA SHEET

IfT Para No.	Paragraph description.	Additional clause which forms part of the Instructions to Tenderers
	<b>Clarifications</b>	responses in writing to the tenderer. All request for clarification should be directed to the Procurement Unit or Scanned and emailed to <a href="mailto:procurement@nercha.org.sz">procurement@nercha.org.sz</a> and copy <a href="mailto:phumelele.motsa@nercha.org.sz">phumelele.motsa@nercha.org.sz</a>
11.	<b>Tender Submission.</b>	<p>The Location for submission of Tenders is:</p> <p>For <b>bid submission purposes</b> only, the Purchaser's address is:  <b>The Tender Box; located at the foyer of the NERCHA Reception Area</b></p> <p>The NERCHA Tender Board  NATIONAL EMERGENCY RESPONSE COUNCIL ON HIV &amp; AIDS (NERCHA)  PLOT 738 OF FARM 2  EMJIKA ROAD  MBABANE  SWAZILAND</p> <p><b>The deadline for bid submission is:</b>  <b>Date: On or before 20<sup>th</sup> January 2025</b>  <b>Time: 10:00 am</b></p> <p><b>Late and Electronic submissions will not be accepted.</b></p>
12.	<b>Tender Opening</b>	<p>The bid opening shall take place at:</p> <p><b>The Training Room</b>  NATIONAL EMERGENCY RESPONSE COUNCIL ON HIV &amp; AIDS (NERCHA)  PLOT 738 OF FARM 2  EMJIKA ROAD  MBABANE  SWAZILAND</p> <p><b>Date: On or before 20<sup>th</sup> January 2025</b>  <b>Time: 10:05 am</b></p>
13.	<b>Additional Evaluation criteria</b>	<p>The following additional criteria will form part of the evaluation:</p> <ul style="list-style-type: none"> <li>• compliance to specification.</li> <li>• compliance to the manufacturing standards.</li> <li>• delivery within the required period.</li> <li>• demonstrate capacity to offer after sales support and maintenance services</li> <li>• price of the items.</li> <li>• Past Performance</li> </ul>

## TENDER DATA SHEET

IfT Para No.	Paragraph description.	Additional clause which forms part of the Instructions to Tenderers
		No other Criteria will be used.
14.	<b>Award criteria</b>	<p>Evaluation shall be carried out on a strict pass/fail basis. Award shall be per Lot.</p> <p>The currency that shall be used for tender evaluation and comparison purposes to convert all bid prices expressed in various currencies into a single currency is: Emalangen</p> <p>The source of exchange rate shall be: <b>The Central Bank of the Kingdom of Eswatini.</b></p> <p>The date for the exchange rate shall be: 4 days before bid opening</p>
15.	<b>Award of Contract</b>	<p>NERCHA shall issue a <b>tender notice for intention to award</b> a contract in terms of section 45 of the Public Procurement Act of 2011 which must also be published on the public procurement agency's website <a href="http://www.esppra.co.sz">www.esppra.co.sz</a>. NERCHA shall allow a period of at least ten working days to elapse from the date of dispatch and publication of the notice in accordance with subsection (3) before a contract is awarded.</p> <p>NERCHA reserves the right to increase or decrease quantities during draw down by <b>25%</b> from that originally specified in the Schedule of Requirements without any change in unit price or other terms and conditions.</p> <p>NERCHA will award a contract for the supply and delivery of items detailed in this Invitation document, for a period of <b>twelve (12) months</b> from the date of contract signing.</p> <p>Following an award of contract, NERCHA will issue <b>call of orders for its requirements costed in accordance with tenderer's tender.</b></p> <p><b>Upon placement of a contract, a Performance Guarantee will be required to the value of 5% (five percent) of the proposed order value</b> in the form provided in the Invitation to Tender document or in a form acceptable to the Procuring Entity. The Guarantee shall be valid for the period of the Contract including any warranty obligations. Once delivery has been completed the Supplier may apply to have the guarantee reduced to 1% to cover the period of warranty obligations.</p>

## TENDER FORM

*Tenderers must provide a signed Tender Form on their company letterhead in the following unedited format. If the tender is being presented by a joint venture or consortium all members must sign the declaration.*

Date >>>>>]

Tender No. PP/GOODS/02/2024

To: The National Emergency Response Council on HIV/AIDS,

The Kingdom of Eswatini

Having examined the Invitation to Tender documents the receipt of which is hereby duly acknowledged, we, the undersigned, offer to **Supply and Delivery of Laboratory Supplies** in conformity with the said Invitation to Tender documents for the sum of ..... [Sum in figures and in writing] or such other sums as may be ascertained in accordance with the Schedule of Prices attached herewith and made part of this Tender and are inclusive of all taxes.

We undertake, if our Tender is accepted, to deliver the goods in accordance with the delivery schedule specified in the Schedule of Requirements.

If our Tender is accepted, we will obtain the guarantee of a reputable bank or an insurance company in a sum equivalent to 5% (five percent) of the Contract Price for the due performance of the Contract, in the form prescribed by the Procuring Entity in the Invitation to Tender document.

We agree to abide by this Tender for a period of **120 days** from the date fixed for Tender opening under Clause 12 of the Instructions to Tenderers, and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

Until a formal Contract is prepared and executed, this Tender, together with your written acceptance thereof and your notification of award, shall constitute a binding Contract between us.

We understand that you are not bound to accept the lowest or any tender you may receive.

.....

[signature]

.....

[in the capacity of]

Duly authorized to sign Tender for and on behalf of \_\_\_\_\_

## SCHEDULE OF REQUIREMENTS

### LOT 1: SUPPLY AND DELIVERY OF LABORATORY STAINS AND RELATED SUPPLIES

No.	Product Description	Estimated Qty	Pack Size	Tendered Pack Size	Unit Cost excl. VAT	VAT per unit (SZL)	Total Cost (SZL)	Lead Time (Days)	Brand or Generic Name	Manufacturer	Country of Origin
1.	Giemsa stain solution	180	500ml								
2.	Immersion Oil Type A for microscopy, Brechungsindex 1515-1,517	5	500ml								
3.	0.5% sodium hypochlorite	3	2.5L								
4.	70% isopropanol or ethyl alcohol	6	2.5L								
5.	Commercial phosphate buffer tablets pH7.2 for staining of blood smear	3	100 tablets/box								
6.	100% methanol	10	2.5L								

- Tenderer shall state the lead time for the delivery of the item to National Malaria Program, Manzini, Eswatini
- In the event of disparities between the unit price and total price, the unit price will prevail.
- Tenderers are required to bid for every item in the lot. Partial Bids will not be considered.

Signed .....  
 [Authorised Signature]      [Date]

.....  
 [Name of Signatory]      [Position of Signatory]

## SCHEDULE OF REQUIREMENTS

### LOT 2: SUPPLY AND DELIVERY OF NMP LABORATORY SUPPLIES

No.	Product Description	Estimated Qty	Pack Size	Tendered Pack Size	Unit Cost excl. VAT	VAT per unit (SZL)	Total Cost (SZL)	Lead Time (Days)	Brand or Generic Name	Manufacturer	Country of Origin
1.	<b>Whatman FTA card technology</b> indicating FTA classic card with 4 sample areas per card. 125microlitre volume/sample area,500 microlitre maximum total volume/card,pkg of 100 each.	25	100/pkt								
2.	<b>Labmat</b> (15.2mX 508mm) roll Highly absorbent upper surface traps up to 420mL/m2 of water, dyes, corrosive chemicals ad radioactive solutions . Flexible polyethylene film backing is nonskid and prevents soak-through of most solutions (15.2m X 508mm)	3	100/pkt								
3.	<b>Disposable plastic pipettes</b> (10-50ml) disposable volumetric channel lab pasteur pipette large plastic 10ml lab pasteur pipette.	1	100pcs/pack								
4.	<b>Adhesive labels</b> , microscope slide labels, stain TUFF Xylene/Solvent Resistant Label for slides,22.2x 22.2mm, 1"Core,	3	1000 Labels/Rol 1								
5.	<b>Lens paper</b> ,100 sheets/books,12 book/pack; 1200. Booklet form does not	30	100 sheets								



## SCHEDULE OF REQUIREMENTS

No.	Product Description	Estimated Qty	Pack Size	Tendered Pack Size	Unit Cost excl. VAT	VAT per unit (SZL)	Total Cost (SZL)	Lead Time (Days)	Brand or Generic Name	Manufacturer	Country of Origin
	become harsh, doe not readily collect dust or grease. Virtually lint-free sheets are glued and bound in a booklet for easy removal										
6.	<b>Weighting boats</b> Diamond shaped, Colour: white; anti-static high impact polystyrene to accommodate both liquids and solids.	2	250pcs/pack								
7.	<b>Microscopy slides</b> curved corners, 26X76mm, 1mm- 1.2 mm thick, clear glass, pre-cleaned , single frosted end glass slides. Ground edges, curved corners, fisher finest brand	1000	50 slides/box								
8.	<b>Malaria slide mailer boxes</b> Slide mailer, polypropylene, flip top, for 5 slides, natural. The 5 place slide mailers securely hold 25x 75mm slides with or without a cover glass.	5	25pcs/pack								
9.	Sample collection bags zip-lock. Large zip-lock plastic bags freezer bags, 30 cm X40cm smart zip plus seal /re-sealable (like a money bag but with a double zip that does not open when frozen) airtight	1	1000's								

## SCHEDULE OF REQUIREMENTS

No.	Product Description	Estimated Qty	Pack Size	Tendered Pack Size	Unit Cost excl. VAT	VAT per unit (SZL )	Total Cost (SZL)	Lead Time (Days)	Brand or Generic Name	Manufacturer	Country of Origin
	Optical lens cleaner fluid, 50ml excellent for removing oil and smudges from objectives or any optical surface	15	50ml								
	<b>Total for Lot 2</b>										

- Tenderer shall state the lead time for the delivery of the item to National Malaria Program, Manzini, Eswatini
- In the event of disparities between the unit price and total price, the unit price will prevail.
- Tenderers are required to bid for every item in the lot. Partial Bids will not be considered.
- ALL PRODUCTS WARRANTIES SHOULD BE EXPLICITLY STATED

## SCHEDULE OF REQUIREMENTS

### LOT 3: SUPPLY AND DELIVERY OF PPE AND OTHER LABORATORY SUPPLIES

No.	Product Description	Qty	Pack Size	Unit Cost excl. VAT	VAT per unit (SZL)	Total Cost (SZL)	Lead Time (Days)	Brand or Generic Name	Manufacturer	Country of Origin
1.	Examination Gloves (powder-free, <b>small</b> ) [ <i>Natural latex, non-powdered</i> , Ambidextrous shape (fits either hand), Cuff: straight or rolled edge, Low residual extractable protein level, Non sterile, for single use.	6	100/pack							
2.	Examination Gloves (powder-free, <b>medium</b> ) [ <i>Natural latex, non-powdered</i> , Ambidextrous shape (fits either hand), Cuff: straight or rolled edge, Low residual extractable protein level, Non sterile, for single use.	15	100/pack							
3.	Examination Gloves (powder-free, <b>large</b> ) [ <i>Natural latex, non-powdered</i> , Ambidextrous shape (fits either hand), Cuff: straight or rolled edge, Low residual extractable protein level, Non sterile, for single use.	15	100/pack							
4.	Refuse Bag (Black) [Approximately: 750mm x 950mm. 50 micron thickness; heavy duty.]30L	5	60/PKT							
5.	Refuse Bag (Red) [Approximately: 750mm x 950mm. 50 micron thickness; heavy duty.]30L	5	60/PKT							
6	Sharp Disposal Bin 2.5L with lid	1000	2.5L							
7.	Black fine point permanent marker pen	20	10 pens/pack							
	<b>Total for Lot 3</b>									

- Tenderer shall state the lead time for the delivery of the item to National Malaria Program, Manzini, Eswatini
- In the event of disparities between the unit price and total price, the unit price will prevail.

## SCHEDULE OF REQUIREMENTS

---

- Tenderers are required to bid for every item in the lot. Partial Bids will not be considered.

**ALL PRODUCTS WARRANTIES SHOULD BE EXPLICITLY STATED**

Signed .....  
[Authorised Signature]      [Date]

.....  
[Name of Signatory]      [Position of Signatory]

## DECLARATION OF ELIGIBILITY

***Tenderers must provide a signed declaration on their company letterhead in the following unedited format. If the tender is being presented by a joint venture or consortium all members must sign the declaration***

Dear Sirs

Re Tender Reference .....

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

- (a) We, including any joint venture partners or consortium partners, are a legal entity and have the legal capacity to enter into the contract.
- (b) We are not insolvent, in receivership, bankrupt or being wound up, our affairs are not being administered by a court or a judicial officer, our business activities have not been suspended and we are not the subject of legal proceedings for any of the foregoing:
- (c) We have fulfilled our obligations to pay taxes and social security contributions.
- (d) We declare that we adhere to basic labour legislation,
- (e) We have not, and our directors or officers have not, been convicted of any criminal offence related to our/their professional conduct or the making of false statements or misrepresentations as to their qualifications to enter into a contract within a period of five years preceding the commencement of the procurement proceedings; and
- (f) I/We declare that we are eligible to participate in the above-mentioned Public procurement tender as per section 40 of the Public Procurement Act 2011.
- (g) We further declare that we are not Politicians and or Public Officers as described by the Public Procurement Act 2011
- (h) That we do not have a **conflict of interest** in relation to the procurement requirement as defined in the Instructions to Tenderers.
- (i) I/We understand that this procurement is supported through The Global Fund grant. I/We have read and understood the Guidelines on Supplier Integrity Due Diligence for Principal Recipients as amended as of 22nd May 2024 [https://www.theglobalfund.org/media/13707/fundingmodel\\_supplier-integrity-due-diligence\\_guidelines\\_en.pdf](https://www.theglobalfund.org/media/13707/fundingmodel_supplier-integrity-due-diligence_guidelines_en.pdf) and commit to adhere to Global Fund's ethics and integrity standards and Eswatini Laws for all our operations and corporate procurement activities. During the term of application and subsequent contract, the Applicant will reasonably cooperate with any reasonable due diligence review conducted by NERCHA in connection with the transactions contemplated hereby or any compliance requirements, including, without limitation, providing information, and making available documents and senior Bidder's officers, during normal business hours and at the Applicants principal offices, as NERCHA may reasonably request from time to time.

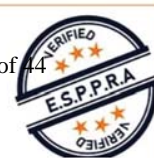
Name \_\_\_\_\_ (In the capacity of) \_\_\_\_\_

Duly authorized to sign Tender \_\_\_\_\_ Date \_\_\_\_\_

### Disclaimer

Invitation to Tender for Laboratory Supplies: Tender No. PP/GOODS/02/2024

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





**The Bid Security must be on the issuing institution's letterhead in the following format.**

## BID SECURING DECLARATION FORM

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

Bid No.: [number of bidding process]

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

To: The NERCHA Tender Board  
NATIONAL EMERGENCY RESPONSE COUNCIL ON HIV & AIDS  
PLOT 738 OF FARM 2  
EMJIKA ROAD  
MBABANE  
ESWATINI

We, the undersigned, declare that:

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

We accept that we will automatically be suspended from being eligible for bidding in any contract with the Purchaser for the period of time of twelve months (12) starting on **20<sup>th</sup> January 2025**, if we are in breach of our obligation(s) under the bid conditions, because we:

- (a) have withdrawn our Bid during the period of bid validity specified in the Letter of Bid; or
- (b) having been notified of the acceptance of our Bid by the Purchaser during the period of bid validity, (i) fail or refuse to execute the Contract; or (ii) fail or refuse to furnish the Performance Security, if required, in accordance with the ITB.

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

Name of the Bidder\* \_\_\_\_\_

Name of the person duly authorized to sign the Bid on behalf of the Bidder\*\* \_\_\_\_\_

Title of the person signing the Bid \_\_\_\_\_

Signature of the person named above \_\_\_\_\_

Date signed \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_

\*: In the case of the Bid submitted by joint venture specify the name of the Joint Venture as Bidder

\*\* : Person signing the Bid shall have the power of attorney given by the Bidder attached to the Bid  
[Note: In case of a Joint Venture, the Bid-Securing Declaration must be in the name of all members to the Joint Venture that submits the bid.]



*Tenderers must provide a signed declaration on the manufacturer's letterhead in the following format and should be signed by a person having the authority to bind the Manufacturer. It should be included by the Tenderer in its Tender.  
[See Clause 9(i) of the Instructions to Tenderers]*

**MANUFACTURER'S AUTHORIZATION FORM**

To: [name of the Procuring Entity]

WHEREAS [name of the Manufacturer] who are established and reputable manufacturers of [name and/or description of the goods] having factories at [address of factory]

do hereby authorize [name and address of Agent] to submit a Tender, and subsequently negotiate and sign the Contract with you against Tender ref [reference of the Invitation to Tender] for the above goods manufactured by us.

We hereby extend our full guarantee and warranty as per Clause 14 of the General Conditions of Contract for the goods offered for supply by the above firm against this Invitation for Tenders.

.....

[Authorised Signature for and on behalf of Manufacturer]

.....

[Name of Signatory]

.....

(Position of Signatory)

.....

[Date]

*Note: This letter of authority should be on the letterhead of the Manufacturer If the organization is also authorized to execute the manufacturer's warranty and maintenance plans, then this **MUST** also be stated.*

## QUALIFICATION AND EXPERIENCE INFORMATION FORM

Tenderers must submit sufficient information to demonstrate their experience, capability and capacity in the sector or field as specified in the tender.

Tenderers are not limited to a specific number of pages detailing this information but should note that the information provided will be used during the evaluation of this tender to determine whether you have the capacity and experience to perform the proposed contract.

Tenderers are reminded that 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 be post qualified.

1.	Name of Firm	
2.	Physical Address	
3.	Telephone Numbers	
4.	Fax Number	
5.	E- Mail Address	
6.	WWW address	
7.	Contact Name and Title	
8.	Parent Company, if any (Full Legal Name)	
9.	Nationality of the Firm	
10.	Type of Business	
11.	Year Established	
12.	Key Personnel: (managing Director and) include name of the candidates, professional qualifications, and experience. Include CV's of the key personnel. Indicate the person who shall have overall responsibility for this contract.	

### 13. Financial Information

a.	Name of the Bank	
b.	Bank Address	
c.	Bank details	
d.	Audited, Financial Statements for the last two years (2020/21, 2021/2022)	

### 14. Firm's Past Experience in three similar assignment outside NERCHA (Year 2019-2023).

Please provide three trade reference letters.

Name of Purchaser (Include address & contact details)	Value	Year	Goods Supplied

Signed: .....

Date: .....

## Invitation for the Supply and Delivery of Laboratory Supplies

Invitation to tender for Laboratory Supplies: Tender No. PP/GOODS/02/2024

#### Disclaimer

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## **Specifications and Standards**

### **Specifications and Standards**

#### **Product Specifications:**

All supplies must comply with the specifications as described in the attached Statement of Requirements. The laboratory products must comply with internationally recognised standards.

#### **Packaging:**

Supplies must be packed in immediate and external containers suitable to withstand rough handling in transit and storage. The supplier shall be responsible for the goods being so packed to ensure as far as possible that they reach their destination intact and undamaged.

The supplier shall be held responsible for loss, damage or expense due to insufficient or unsuitable packing. All container and packing material supplied shall be considered non-returnable.

#### **Samples and Documentation:**

Samples shall be required for certain items in the lots. All tenderers are expected to provide all documentation stated in the Invitation to tender relating to specification and standards (e.g. catalogs, product inserts, example of certificate of analysis). NERCHA shall request for samples during the evaluation of tenders to shortlisted bids. All samples must be a true representation which will be supplied. Samples of all products accepted against the bid may be retained for the duration of the contract period. Samples submitted by unsuccessful shortlisted bidders must be collected by them within one month of the commencement of the contract. Samples not collected within this period will be destroyed. Samples of items offered must be marked with the bid number, the item number as well as the bidder's name and address.

Consignments of laboratory supplies will be subject to product verification to ascertain compliance with specifications on receipt and before use. Any failures will result in 100% testing of all products supplied by that supplier at the supplier's cost.

#### **Shelf Life:**

The National Laboratory warehouse shall reject deliveries of supplies that have less than three quarters (75%) of the total shelf life from the date of manufacturer at the time of delivery to the warehouse. Bidders shall ensure that shelf life for all supplies is stated in packing list.

#### **Material Safety Data Sheet (MSDS):**

MSDS shall be required on initial delivery for reagent and chemical items.

#### **Labelling Instructions:**

- (a) content per pack;
- (b) instructions for use in English language;



- (c) special storage and handling requirements;
- (d) batch number;
- (e) date of manufacture and date of expiry (in clear language, not code);
- (f) name and address of manufacture;
- (g) labelling instructions shall be in English language;
- (h) any additional cautionary statement.

The outer case or carton should also display the above information.

### **Consignment Identification:**

All cases should prominently indicate the following:

- (a) the name of the product;
- (b) date of manufacture and expiry (in clear language not code);
- (c) batch number;
- (d) quantity per case;
- (e) special instructions for storage and handling;
- (f) name and address of Supplier;
- (g) name and address of Receiver;
- (h) case identification instructions shall be in English language;
- (i) any additional cautionary statements.

No case should contain supplies for more than one batch.

### **Standards of Quality Control for Supply:**

The Supplier will also be required to provide access to its manufacturing facilities to inspect the compliance with the GMP requirements and quality control mechanisms.

Signed .....

Date .....

.....

.....

(Position of Signatory)

(Name of Signatory)



## DELIVERY SCHEDULE OF REQUIREMENTS

### Invitation to Direct Tender for PPE and Laboratory Supplies

Tender Reference: PP/GOODS/02/2024

#### Delivery Schedule

No	Description	Required delivery period	Delivery compliance
	<b>Supply and delivery of Laboratory Supplies and Equipment</b>		
Lot 1	Quantities to be determined based on consumption rate	All Stock should be delivered to National Malaria Programme, Manzini within <b>four weeks</b> from receipt of a Purchase order which will be based on consumption rate.	
Lot 2	Quantities to be determined based on consumption rate	All Stock should be delivered to National Malaria Programme, Manzini within <b>four weeks</b> from receipt of a Purchase order which will be based on consumption rate.	
LOT 3	Quantities to be determined based on consumption rate	All Stock should be delivered to National Malaria Programme, Manzini within <b>four weeks</b> from receipt of a Purchase order which will be based on consumption rate.	

Tenderer should indicate in the right-hand column, their ability to meet the delivery requirements for delivery from receipt of an order/contract.

The place of delivery for will be National Malaria Control Program, Manzini, Eswatini, See Tender Data Sheet for full address.

Signed .....

Date .....

.....

.....

(Position of Signatory)

(Name of Signatory)

Invitation to tender for Laboratory Supplies: Tender No. PP/GOODS/02/2024

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## CONTRACT FORM

THIS AGREEMENT made the \_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_ between [name of Procuring Entity] of the Kingdom of Eswatini (hereinafter called “the Procuring Entity”) of the one part and [name of Supplier] of [city and country of Supplier] (hereinafter called “the Supplier”) of the other part:

**WHEREAS** the Procuring Entity invited Tenders for certain goods and ancillary services, viz., [brief description of goods and services] and has accepted a Tender by the Supplier for the supply of those goods and services in the sum of [contract price in words and figures] (hereinafter called “the Contract Price”).

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz.:
  - (a) the Tender Form and the Price Schedule submitted by the Tenderer;
  - (b) the Schedule of Requirements;
  - (c) the Technical Specifications;
  - (d) the General Conditions of Contract;
  - (e) the Special Conditions of Contract; and
  - (f) the Procuring Entity’s Notification of Award.
3. In consideration of the payments to be made by the Procuring Entity to the Supplier as hereinafter mentioned, the Supplier hereby covenants with the Procuring Entity to provide the goods and services and to remedy defects therein in conformity in all respects with the provisions of the Contract.
4. During the term of this agreement, the Tenderer will reasonably cooperate with any reasonable due diligence review conducted by the Procuring Entity in connection with the agreement or any other business transaction contemplated hereby, including, without limitation, providing information and making available documents and senior corporate officers, during normal business hours and at the Tenderer’s principal offices , as the Procuring Entity may reasonably request from time to time.
5. The Procuring Entity hereby covenants to pay the Supplier in consideration of the provision of the goods and services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the contract at the times and in the manner prescribed by the contract.

IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with their respective laws the day and year first above written.

Signed, sealed, delivered by \_\_\_\_\_ the \_\_\_\_\_ (for the Procuring Entity)

Signed, sealed, delivered by \_\_\_\_\_ the \_\_\_\_\_ (for the Supplier)

Invitation to tender for Laboratory Supplies: Tender No. PP/GOODS/02/2024

**Disclaimer**

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## GENERAL AND SPECIAL CONDITIONS OF CONTRACT

### 1. DEFINITIONS

1.1 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 Supplier, as recorded in the Contract Form 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 Supplier 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 Supplier 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 Supplier covered under the Contract.
- (e) "GCC" means the General Conditions of Contract contained in this section.
- (f) "The Procuring Entity" means the organization purchasing the Goods, as named in the Contract form.
- (g) "The Supplier" means the individual or firm supplying the Goods and Services under this Contract as named in the Contract Form.
- (h) "The Project Site", where applicable, means the place or places named in the Special Conditions Special Conditions of Contract.
- (i) "Day" means calendar day.

### 2. APPLICATION

2.1 These General 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 standards mentioned in the Technical Specifications, 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 Supplier 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 other than a person employed by the Supplier 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.

## GENERAL AND SPECIAL CONDITIONS OF CONTRACT

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

4.3 Any document, other than the Contract itself, enumerated in GCC 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 Supplier's performance under the Contract if so, required by the Procuring Entity

### 5. PATENT RIGHTS

5.1 The Supplier 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. PERFORMANCE SECURITY

6.1 Within fourteen (14) days of receipt of the notification of Contract award, the successful Supplier shall furnish to the Procuring Entity the performance security in the amount and in the format specified in the Special Conditions of Contract.

6.2 The proceeds of the performance security shall be payable to the Procuring Entity as compensation for any loss resulting from the Supplier's failure to complete its obligations under the Contract.

6.3 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, in the form provided in the tendering documents or another form acceptable to the Procuring Entity; or
- (b) or an insurance company bond from a reputable Insurance company acceptable to the Procuring Entity.

6.4 Once delivery of the requirements has been completed the Supplier may apply to have the guarantee reduced to 1% (one percent) to cover the period of warranty obligations.

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

### 7. INSPECTIONS AND TESTS

7.1 The Procuring Entity or its representative shall have the right to inspect and/or to test the Goods to confirm their conformity to the Contract specifications at no extra cost to the Procuring Entity. The Special Conditions of Contract and the Technical Specifications shall specify what inspections and tests the Procuring Entity requires and where they are to be conducted. The Procuring Entity shall notify the Supplier in writing, in a timely manner, of the identity of any representatives retained for these purposes.

7.2 The inspections and tests may be conducted on the premises of the Supplier or its subcontractor(s), at point of delivery, and/or at the Goods' final destination. If conducted on the premises of the Supplier 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.

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## GENERAL AND SPECIAL CONDITIONS OF CONTRACT

7.3 Should any inspected or tested Goods fail to conform to the Specifications, the Procuring Entity may reject the Goods, and the Supplier shall either replace the rejected Goods or make alterations necessary to meet specification requirements free of cost to the Procuring Entity.

7.4 The Procuring Entity's right to inspect, test and, where necessary, reject the Goods after the Goods' arrival in 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.

7.5 Nothing in GCC Clause 7 shall in any way release the Supplier from any warranty or other obligations under this Contract.

7.6 Where a sample is furnished by the Supplier, the Goods shall be equivalent thereto in every respect.

### 8. PACKING

8.1 The Supplier shall provide such packing of the Goods as is required to prevent their damage or deterioration during transit to their destination, as indicated in the Contract. The packing shall be enough 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' destination and the absence of heavy handling facilities at all points in transit.

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

### 9. DELIVERY AND DOCUMENTS

9.1.1 Delivery of the Goods shall be made by the Supplier in accordance with the terms specified in the Schedule of Requirements. The details of shipping and/or other documents to be furnished by the Supplier are specified in the Special Conditions of Contract.

9.2 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.

9.3 Documents to be submitted by the Supplier are specified in the Special Conditions of Contract.

### 10. INSURANCE

10.1 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 Special Conditions of Contract.

### 11. TRANSPORTATION

11.1 Where the Supplier is required under the Contract to deliver the Goods FCA, Procuring Entity or other agreed point shall be arranged and paid for by the Supplier, and the cost thereof shall be included in the Contract Price.

11.2 Where the Supplier 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

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specified in the Contract, shall be arranged and paid for by the Supplier, and the cost thereof shall be included in the Contract Price.

11.3 Where the Supplier 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 arranged by the Supplier, and the related costs shall be included in the Contract Price.

### 12. INCIDENTAL SERVICES

12.1 The Supplier may be required to provide any or all of the following services, including additional services, if any, specified in the Special Conditions of Contract:

- (a) performance or supervision of on-site assembly and/or start-up of the supplied Goods;
- (b) furnishing of tools required for assembly and/or maintenance of the supplied Goods;
- (c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied Goods;
- (d) performance or supervision or maintenance and/or repair of the supplied Goods, for a period agreed by the parties, provided that this service shall not relieve the Supplier of any warranty obligations under this Contract; and
- (e) training of the Procuring Entity's personnel, at the Supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied Goods.

12.2 Prices charged by the Supplier for incidental services, if not included in the Contract Price for the Goods, shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged for other parties by the Supplier for similar services.

### 13. SPARE PARTS

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

- (a) such spare parts as the Procuring Entity may elect to purchase from the Supplier, provided that this election shall not relieve the Supplier of any warranty obligations under the Contract; and
- (b) in the event of termination of production of the spare parts:
  - (i) advance notification to the Procuring Entity of the pending termination, in enough time to permit the Procuring Entity to procure 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.

### 14. WARRANTY

14.1 The Supplier warrants that the Goods supplied under the Contract are new, unused, of the most recent or current models, and that they incorporate all recent improvements in design and materials unless provided otherwise in the Contract. The Supplier 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



## GENERAL AND SPECIAL CONDITIONS OF CONTRACT

any act or omission of the Supplier that may develop under normal use of the supplied Goods in the conditions prevailing in Eswatini.

14.2 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.

14.3 The Procuring Entity shall promptly notify the Supplier in writing of any claims arising under this warranty.

14.4 Upon receipt of such notice, the Supplier shall, within the period specified in the Special Conditions of Contract and with all reasonable speed, repair or replace the defective Goods or parts thereof, without costs to the Procuring Entity.

14.5 If the Supplier, 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 Supplier's risk and expense and without prejudice to any other rights which the Procuring Entity may have against the Supplier under the Contract.

### 15. PAYMENT

15.1 The method and conditions of payment to be made to the Supplier under this Contract shall be specified in the Special Conditions of Contract.

15.2 The Supplier'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 by documents submitted pursuant to GCC Clause 9, and upon fulfilment of other obligations stipulated in the Contract.

15.3 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 Supplier unless otherwise stated in the Special Conditions of Contract.

### 16. PRICES

16.1 Prices charged by the Supplier for Goods delivered and Services performed under the Contract shall not vary from the prices quoted by the Supplier in its tender.

### 17. CHANGE ORDERS

17.1 The Procuring Entity may at any time, by a written order given to the Supplier pursuant to GCC Clause 30, make changes within the general scope of the Contract in any one or more of the following:

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



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17.2 If any such change causes an increase or decrease in the cost of, or the time required for, the Supplier's performance of any provisions under the Contract, an equitable adjustment shall be made in the Contract price or delivery schedule, or both, and the Contract shall accordingly be amended. Any claims by the Supplier for adjustment under this clause must be asserted within thirty (30) days from the date of the Supplier's receipt of the Procuring Entity's change order.

### 18. CONTRACT AMENDMENTS

18.1 Subject to GCC Clause 17, no variation in or modification of the terms of the Contract shall be made except by written amendment signed by the parties.

### 19. ASSIGNMENT

19.1 The Supplier may not assign, in whole or in part, its obligations to perform under this Contract, except with the Procuring Entity's prior written consent.

### 20. SUBCONTRACTS

20.1 The Supplier may not enter any subcontract for performance hereunder unless the Procuring Entity shall have previously consented in writing to such subcontract. Such consent shall not, however, unless otherwise specified in such consent or in the Contract, relieve the Supplier from any liability or obligation under the Contract.

### 21. DELAYS IN THE SUPPLIER'S PERFORMANCE

21.1 Delivery of the Goods and performance of Services shall be made by the Supplier in accordance with the time schedule prescribed by the Procuring Entity in the Schedule of Requirements.

21.2 If at any time during performance of the Contract, the Supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the Goods and performance of Services, the Supplier 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 Supplier's notice, the Procuring Entity shall evaluate the situation and may at its discretion extend the Supplier'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.

21.3 Except as provided under GCC Clause 24, a delay by the Supplier in the performance of its delivery obligations shall render the Supplier liable to the imposition of liquidated damages pursuant to GCC Clause 22, unless an extension of time is agreed upon pursuant to GCC Clause 21.2 without the application of liquidated damages.

### 22. LIQUIDATED DAMAGES

22.1 Subject to GCC Clause 24, if the Supplier fails to deliver any or all of the Goods or 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 delay until 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 23.

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### 23. TERMINATION FOR DEFAULT

23.1 The Procuring Entity, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the Supplier, may terminate this Contract in whole or in part:

- (a) if the Supplier fails to deliver any or all the Goods within the period(s) specified in the Contract, or within any extension thereof granted by the Procuring Entity pursuant to GCC Clause 21; or
- (b) if the Supplier fails to perform any other obligation(s) under the Contract.

23.2 In the event the Procuring Entity terminates the Contract in whole or in part, pursuant to GCC Clause 23.1, the Procuring Entity may procure, upon such terms and in such manner as it deems appropriate, Goods or Services similar to those undelivered, and the Supplier shall be liable to the Procuring Entity for any excess costs for such similar Goods or Services. However, the Supplier shall continue performance of the Contract to the extent not terminated.

### 24. FORCE MAJEURE

24.1 Notwithstanding the provisions of GCC Clauses 21, 22, and 23, the Supplier shall not be liable for forfeiture of its performance security, liquidated damages, or termination for default if and to the extent that its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.

24.2 For purposes of this clause, "Force Majeure" means an event beyond the control of the Supplier and not involving the Supplier'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.

24.3 If a Force Majeure situation arises, the Supplier 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 Supplier shall continue to perform its obligations under the Contract as far as is reasonably practical and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

### 25. TERMINATION FOR INSOLVENCY

25.1 The Procuring Entity may at any time terminate the Contract by giving written notice to the Supplier if the Supplier becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the Supplier, 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.

### 26. TERMINATION FOR CONVENIENCE

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

26.2 The Goods that are complete and ready for shipment within thirty (30) days after the Supplier'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 elect:

- (a) to have any portion completed and delivered at the Contract terms and prices; and/or



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- (b) to cancel the remainder and pay to the Supplier an agreed amount for partially completed Goods and Services and for materials and parts previously procured by the Supplier.

### 27. RESOLUTION OF DISPUTES

27.1 The Procuring Entity and the Supplier shall make every effort to resolve amicably by direct informal negotiation any disagreement, dispute, or claim arising out of or in connection with the Contract or the breach, termination, or validity thereof.

27.2 If, after thirty (30) days from the commencement of such informal negotiations, the Procuring Entity and the Supplier 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 binding arbitration in accordance with the UNCITRAL Arbitration Rules presently in force.

27.6 The arbitrators shall determine the matters in dispute in accordance with the laws in effect in Eswatini.

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

### 28. GOVERNING LANGUAGE

28.1 The Contract shall be written in the English. All correspondence and other documents pertaining to the Contract which are exchanged by the parties shall be written in the same language.

### 29. APPLICABLE LAW

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

### 30. NOTICES

30.1 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.

30.2 A notice shall be effective when delivered or on the notice's effective date, whichever is later.

### 31. TAXES AND DUTIES

31.1 The Supplier 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.

The following Special Conditions of Contract shall supplement the General Conditions of Contract. Whenever there is a conflict, the provisions herein shall prevail over those in the General Conditions of Contract. The corresponding clause number of the GCC is indicated in parentheses.

**GCC clause ref:**

**Additional clause to GCC**

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## GENERAL AND SPECIAL CONDITIONS OF CONTRACT

GCC clause ref:	Additional clause to GCC
<b>1. Definitions</b>	
GCC 1.1 (f)—The Procuring Entity is:	National Emergency Response Council on HIV/AIDS (NERCHA)
GCC 1.1 (h)—The Project Site is:	Physical delivery address:  <b>1.DAP National Malaria Control Program</b> PO Box 53 Manzini, Eswatini
<b>6. Performance Security</b>	
GCC 6.1	The amount of performance security, as a percentage of the Contract Price, shall be: <b>5% of the contract price.</b>
<b>7. Inspections and Tests</b>	
GCC 7.1—Inspection	Inspection will take place at National Referral Laboratory upon delivery of consignments. Rejected items shall be replaced within 21 days at the Supplier's cost.
GCC 7.2	Inspections and tests may also be carried out at a properly accredited testing laboratory.
<b>8. Packing</b>	Packing shall be in accordance with the Specifications.
<b>9. Delivery and Documents</b>	
Delivery shall be completed:	The first instalment will be for delivery to <b>DAP National Malaria Control Program, Eswatini</b> premises within four weeks from receipt of an order.
The Supplier will provide the following documents for payment for each delivery: -	<p><b>For Goods supplied from abroad:</b></p> <p>Upon shipment, the Supplier shall notify the Procuring Entity and the insurance company in writing the full details of the shipment. In the event of Goods sent by airfreight, the Supplier shall notify the Procuring Entity a minimum of forty-eight (48) hours ahead of dispatch, the name of the carrier, the flight number, the expected time of arrival, and the waybill number. The Supplier shall email and then send by courier the following documents to the Procuring Entity, with a copy to the insurance company:</p> <p>(I) Original Supplier's invoice, showing Procuring Entity as National Emergency</p>

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GCC clause ref:	Additional clause to GCC
	<p>Response Council on HIV/AIDS (NERCHA); the Contract number, Goods description, quantity, unit price, and total amount. Invoices must be signed in original, stamped, or sealed with the company stamp/seal;</p> <p>(ii) one original and two copies of the negotiable, clean, on-board through bill of lading marked “freight prepaid” and showing Procuring Entity as NERCHA and Notify Party as stated in the Contract, with delivery through to final destination as per the Schedule of Requirements and two copies of non-negotiable bill of lading, or air waybill, or multimodal transport document or equivalent, marked “freight prepaid” and showing delivery through to final destination as per the Schedule of Requirements;</p> <p>(iii) copy of the packing list identifying contents of each package;</p> <p>(iv) copy of the Insurance Certificate, showing the Procuring Entity as the beneficiary;</p> <p>(v) one original of the manufacturer’s or Supplier’s Warranty Certificate covering all items supplied;</p> <p>(vi) Manufacturer's or Supplier's Quality Certification</p> <p>(vii) any other procurement-specific documents required for delivery/payment purposes.</p> <p><b><i>For Goods from within the Procuring Entity’s country:</i></b></p> <p>Upon or before delivery of the Goods, the Supplier shall notify the Procuring Entity in writing and deliver the following documents to the Procuring Entity:</p> <p>(i) Original Supplier’s invoice, showing Procuring Entity, the Contract number, Goods’ description, quantity, unit price, and total amount. Invoice must be signed in original and stamped or sealed with the company stamp/seal;</p> <p>(ii) original delivery note, railway consignment</p>

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GCC clause ref:	Additional clause to GCC
	<p>note, road consignment note, truck or air waybill, or multimodal transport document showing Procuring Entity as NERCHA and delivery through to final destination as stated in the Contract;</p> <p>(iii) copy of the Insurance Certificate, showing the Procuring Entity as the beneficiary;</p> <p>(iv) copy of the packing list identifying contents of each package;</p> <p>(v) one original of the manufacturer's or Supplier's Warranty certificate covering all items supplied;</p> <p>(vi) Manufacturer's or Supplier's Quality Certification</p> <p>(vii) other procurement-specific documents required for delivery/payment purposes.</p>
<b>10. Insurance</b>	The insurance shall be in the amount to 110 percent of the CIP value of the goods from “warehouse to warehouse” on “All risks” basis including war risks and strikes.
<b>11. Transportation</b>	<p><b>The Supplier will be required to deliver the goods (DAP National Malaria Control program, Manzini, Eswatini) <u>including all taxes, duties and levies and local transportation costs.</u></b></p> <p><b>Tenderers are required to ensure deliveries are made only on working days as from 8.00 am to 3.00 pm. No deliveries will be accepted after 3.00 pm (Monday to Friday) and on weekends.</b></p>
<b>12. Incidental Services</b>	No incidental services are required
<b>14. Warranty</b>	<p>All goods must be of fresh manufacture and must bear the dates of manufacture and expiry.</p> <p>The Supplier further warrants that all Goods supplied under the Contract will have remaining a minimum shelf life upon delivery as specified in the Specification.</p> <p>The Procuring Entity shall have the right to make claims under the above warranty for three months after the Goods have been delivered to the destination indicated in the Contract. Upon receipt of a written notice from the Procuring Entity, the Supplier shall,</p>

Invitation to tender for Laboratory Supplies: Tender No. PP/GOODS/02/2024

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## GENERAL AND SPECIAL CONDITIONS OF CONTRACT

GCC clause ref:	Additional clause to GCC
	<p>with all reasonable speed, replace the defective Goods without cost to the Procuring Entity. The Supplier will be entitled to remove, at his own risk and cost, the defective Goods once the replacement Goods have been delivered.</p> <p>In the event of a dispute by the Supplier, a counter-analysis will be carried out on the manufacturer's retained samples by an independent neutral laboratory agreed by both the Procuring Entity and the Supplier. If the counter-analysis confirms the defect, the cost of such analysis will be borne by the Supplier as well as the replacement and disposal of the defective goods. In the event of the independent analysis confirming the quality of the product, the Procuring Entity will meet all costs for such analysis.</p> <p><b><u>Recalls.</u></b> In the event any of the Goods are recalled, the Supplier shall notify the Procuring Entity within fourteen (14) days, providing full details of the reason for the recall and promptly replace, at its own cost, the items covered by the recall with Goods that fully meet the requirements of the Technical Specification and arrange for collection or destruction of any defective Goods.</p>
<p><b>15. Payment</b></p> <p>GCC 15.1—the method and conditions of payment to be made to the Supplier under this Contract shall be as follows:</p>	<p>Payment shall be made within 30 (thirty) days from presentation of the required documents by the Supplier. Payment shall be made for the full value of the invoice(s) less any disputed portions of the delivery.</p>
<p><b>30. Notices</b></p>	
<p>GCC 30.1—Procuring Entity's address for notice purposes is:</p>	<p>NATIONAL EMERGENCY RESPONSE COUNCIL FOR HIV &amp; AIDS PLOT 738 OF FARM 2 EMJIKA ROAD MBABANE THE KINGDOM OF Eswatini Telephone: (268) 2406 5000 FAX: (268) 2406 5004/5/6</p>
<p>—Supplier's address for notice purposes:</p>	

## PERFORMANCE SECURITY FORM

To: NATIONAL EMERGENCY RESPONSE COUNCIL FOR HIV & AIDS  
PLOT 738 OF FARM 2  
EMJIKA ROAD  
MBABANE  
THE KINGDOM OF ESWATINI  
Telephone: (268) 2406 5000  
FAX: (268) 2406 5004/5/6

**WHEREAS**..... (hereinafter

Called “the Supplier”) has undertaken, in pursuance of Contract No.....

[reference number of the contract] date.....20....to supply [>>>>>>] Hereinafter called “The Contract”).

**AND WHEREAS** it has been stipulated by you in the said Contract that the Supplier shall furnish you with a bank guarantee by a reputable Financial Institution for the sum specified therein as security for compliance with the Contractor’s performance obligations in accordance with the Contract.

**AND WHEREAS** we have agreed to give the Contractor a guarantee:

**THEREFORE**, WE hereby affirm that we are Guarantors and responsible to you, on behalf of the Contractor, up to a total of.....

(amount of the guarantee in words and figures), and we undertake to pay you, upon your first written demand declaring the Contractor to be in default under the Contract and without

cavil or argument, any sum or sums within the limit of ..... (amount of guarantee) as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

This guarantee is valid until the .....day of.....20....

Signature and seal of the Guarantors

.....

(name of the bank or financial institution)

.....

(address)

.....

(date)

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