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### **7.0 Performance Security**

7.1. Within thirty (30) days of receipt of the notification of contract award, the successful bidder may be requested to furnish to the Corporation a performance security of an amount to be determined by the Corporation or specified in the conditions of the Contract.

7.2. The proceeds of the performance security shall be payable to the Corporation as compensation for any loss resulting from the supplier's failure to complete his obligations under the contract.

7.3. The performance security shall be denominated in the currency of the contract or in a freely convertible currency acceptable to the Corporation and shall be in one of the following forms:

7.3.1. Bank guarantee or an irrevocable letter of credit issued by a reputable bank located in Eswatini, SADC country or territory acceptable to the Corporation, in the form provided in the bidding documents or another form acceptable to the Corporation.

7.4. The performance security will be discharged by the Corporation 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 otherwise specified.

7.5 EPTC reserves the right to demand a performance security or guarantee for all upfront payments required by a supplier.

### **8.0 Inspections, Tests and Analyses**

8.1. If it is a bid condition that supplies to be produced or services to be rendered should at any stage during production or execution or on completion be subject to inspections tests and analysis, the bidder or contractor's premises shall be open, at all reasonable hours, for inspection by a representative of the Corporation or an organization acting on behalf of the Corporation.

8.2. If there are no inspections requirements indicated in the bidding documents and no mention is made in the contract, but during the contract period it is decided that inspections shall be carried out, the Corporation shall itself make the necessary arrangements, including payment arrangements with the testing authority concerned.

8.3. Supplies and services which are referred to above and which do not comply with the contract requirements may be rejected. EPTC reserves the right to reject goods or services which do not comply with contract requirements.

8.4. Any contract goods shall on or after delivery be inspected, tested or analyzed and may be rejected if found not to comply with the requirements of the contract. Such rejected goods shall be held at the cost and risk of the supplier who shall, when called upon, remove them immediately at his own cost and forthwith substitute them with goods which do comply with the requirements of the contract. Failing such removal, the rejected goods shall be returned at the suppliers cost and risk. Should the supplier fail to provide the substitute goods forthwith, the Corporation may, without giving the supplier further opportunity to substitute the rejected goods, purchase such goods as may be necessary at the expense of the supplier.

8.5. The provisions of the above clauses 8.3 and 8.4 shall not prejudice the right of the Corporation to cancel the contract on account of a breach of the conditions and to seek any remedy it may have in law.

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## 9.0 Delivery

9.1 Delivery of the goods or services shall be made by the supplier in accordance with the documents and terms specified in the contract.

9.2 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 Corporation 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 Corporation shall evaluate the situation and may at its discretion extend the supplier's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.

## 10.0 Insurance

The goods or services 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.

## 11.0 Payment

11.1. The method and conditions of payment to be made to the supplier under this contract shall be specified.

11.2. The supplier shall furnish the Corporation with an invoice accompanied by a copy of the delivery note and upon fulfillment of other obligations stipulated in the contract.

11.3. Payments shall be made by the purchaser not later than thirty (30) days after submission of an invoice or claim by the supplier, unless otherwise specifically agreed.

11.4. Payment will be made in Emalangeneni or South African Rands, unless otherwise stipulated.

## 12.0 Prices

12.1 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 his bid, with the exception of any price adjustments authorized or in the Corporation's request for bid validity extension, as the case may be.

12.2 Bids should be valid for a period of at least 120 days (one hundred and twenty days) after the closing date. An extension of validity will be negotiated if necessary.

12.3 Tenderers should double check the prices quoted for accuracy before submitting their tender documents. Under no circumstances will EPTC accept any request for price adjustment on grounds that a mistake was made in the tendered prices.

12.4 By submission of the tender, the Tenderer implicitly certifies that:

- the prices in the tender have been arrived at independently without consultation, communication or agreement for the purpose of restricting competition, as to any matter relating to such prices, with any other Tenderer or competitor;

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- unless otherwise required by law; the prices quoted in the tender have not knowingly been disclosed by the Tenderer and will not knowingly be disclosed, directly or indirectly, to any other Tenderer or competitor until he has been informed of the results of the Tender.
- no attempt has been made or will be made by the Tenderer to induce any other tenderer or competitor to submit or abstain from submitting a tender for the purpose of restricting competition.

12.5 Figures should not be altered or erased; any alteration should be effected by striking through the incorrect figures and inserting the correct figures in ink above the original figures. All such amendments should be initialled by the Tenderer in ink.

12.6 Arithmetical errors will be rectified only if there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity. In such case, the unit price shall prevail, and the total price shall be corrected. If the tenderer does not accept the correction of the errors, his tender will be rejected. If there is a discrepancy between words and figures, the amount in words will prevail.

12.7 All prices must be in Emalangeneni or South African Rands; and must clearly reflect all taxes applicable or not applicable.

12.8 Prices must be provided by completion of a Bill of Quantities (BOQ) accordingly where they have been provided in the RFP document.

### 13.0 Penalties

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 Corporation shall, without prejudice to its other remedies under the contract, deduct from the contract price, as a penalty, a sum calculated on the delivered price of the delayed goods or unperformed services using the current prime interest rate calculated for each day of the delay until actual delivery or performance. The Corporation may also consider termination of the contract.

### 14.0 Applicable law

Upon award of this tender, the contract shall be interpreted in accordance with the laws of the Kingdom of Eswatini, unless specifically agreed to otherwise.

### 15.0 Taxes and duties (Please visit [www.sra.org.sz](http://www.sra.org.sz) for further details)

15.1 A foreign supplier shall be entirely responsible for all taxes, including withholding tax (15%) and any other such levies imposed in Eswatini. Please refer to the following extract from the Eswatini Tax legislation

#### ***“Withholding Tax on Payments to Non Resident Contractors***

*This applies to any person who makes payment, a result of an agreement relating to construction operations, to a person whose principal place of business is outside Eswatini. This withholding tax is on account of the liability of the non-resident. The withholder should furnish the non-resident person with a certificate showing amount of the payment under the agreement and tax deducted.”*

#### **Withholding Tax on Payments Non Resident Persons**

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*A person who makes payment to any non-resident person is required to withhold tax on the gross amount resulting from a contract which has a Swazi source of income excluding an employment contract. The main purpose of the contract should be the performance of a service. Goods supplied in the performance of the service shall be excluded from the calculation of the tax as they are only incidental i.e. a non-resident mechanic who comes with tools and service parts will be liable to such tax on the labour fees only not the service parts.*

### **Non-Resident Withholding Tax on Royalties and Management Fees**

*Every person who makes any payment of royalty or management fee or both to a person not ordinarily resident in Eswatini is required to withhold tax. The tax is final and a certificate should be furnished to the non-resident person.*

### **Sportsmen and Entertainers**

*This is imposed on any remuneration paid to, or the gross receipts of, public entertainers, sportsman, theatrical, and musical, group of public entertainers from outside Eswatini or not ordinarily resident in Eswatini. Withholding such tax is a responsibility of the local agent, promoter or any other person making payment to the non-resident.”*

15.2 A local supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods or services to the purchaser.

15.3 Suppliers who charge VAT must attach a certified copy of a VAT Registration certificate.

### **16.0 Work Permit**

It shall be the sole obligation of the awarded tenderer, if non-resident / foreign, to solicit a work permit from the Government of Eswatini at no cost to EPTC.

### **17.0 Intention to Award Contract**

The awarding of contract shall be recommended to the best evaluated tenderer, as determined by the evaluation methodology and criteria specified in the invitation document. The contract award decision shall be taken by the appropriate approvals authority, but the award decision does not constitute a contract. Following the contract award decision, EPTC will prepare a notice indicating the name of the best evaluated tenderer, the value of the proposed contract and any evaluation scores. The notice will be sent to all tenderers who submitted tenders by letter and, where appropriate, by fax or email; and will be Published on the Eswatini Public Procurement Regulatory Agency website. EPTC will allow a period of at least ten working days to elapse from the date of dispatch and publication of the notice before a contract is awarded. EPTC will promptly notify, in writing, other suppliers on the shortlist that they were unsuccessful.

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## SECTION F TENDERER'S DESIGNATED LIASON

Tenderers must indicate below a single designated contact person, through whom all communications between EPTC and the company will take place:

Contact Name:

Designation:

\_\_\_\_\_

\_\_\_\_\_

Signature:

Telephone:

\_\_\_\_\_

\_\_\_\_\_

Fax:

Email:

\_\_\_\_\_

\_\_\_\_\_

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## SECTION G - DECLARATION OF ELIGIBILITY FORM

The bidder must provide a signed declaration in the following format in company letterheads:

[Name of Bidder, Address, and Date]

**To: The Managing Director  
Eswatini Posts and Telecommunications Corporation  
PO Box 125  
Mbabane H100  
Eswatini**

Dear Sir,

**RE: Tender No: 27 of 2024/25 SUPPLY AND DELIVERY OF MOTOR VEHICLES**

We, hereby declare that:

- (a) We, have a legal capacity to enter into the contract;
- (b) We, are not insolvent, in receivership, suspended, bankrupt or being wound up and not subject of any legal proceedings;
- (c) We, have not been convicted of any criminal offence related to professional conduct or making of false statement or misrepresentations of qualifications to enter into a contract within a period of five (5) years preceding the commencement of the procurement proceedings; and
- (d) We, do not have a conflict of interest in relation to the procurement requirement.

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(e) We, have fulfilled our obligations to pay taxes and social security contributions; and adhere to basic labour legislation.

(f) We, are not subject to suspension from participating in public procurement; and none of our directors or officers have been involved in a tenderer or supplier currently subject to suspension.

Authorized (Full Name): \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

### SECTION H - TECHNICAL BID SUBMISSION FORM

The bidder must provide a signed declaration in the following format in company letterheads:

[Name of Bidder, Address, and Date]

**To: The Managing Director  
Eswatini Posts and Telecommunications Corporation  
PO Box 125  
Mbabane H100  
Eswatini**

Dear Sir,

**RE: Tender No: 27 of 2024/25 SUPPLY AND DELIVERY OF MOTOR VEHICLES**

I, the undersigned declare that:

(a) I, the undersigned, offer to provide the above services in accordance with your Request for Tender and our Tender. We are hereby submitting our Tender, which includes this Technical Tender, and a Financial Tender sealed under a separate envelope.

(b) We, hereby declare that all the information and statements made in this Tender are true and accept that any misinterpretation contained in it may lead to disqualification.

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(c) If negotiations are held during the period of validity of the Tender as indicated in Section I, we undertake to negotiate on the basis of the tender. Our Tender is binding upon us and subject to the modifications resulting from contract negotiations.

(d) We, undertake, if our tender is accepted, to initiate and complete the provision of the services in accordance to your requirements.

(e) We, understand that Eswatini Posts and Telecommunications Corporation is not bound to accept the lowest or any tender.

Yours Sincerely,

Authorized Signature : \_\_\_\_\_

Full Name : \_\_\_\_\_

Title of Signatory : \_\_\_\_\_

### SECTION I - FINANCIAL TENDERSUBMISSION FORM

*[The Financial Tender Submission Form should be included in the financial tender.]*

The bidder must provide a signed declaration in the following format in company letterheads:

[Name of Bidder, Address, and Date]

**To: The Managing Director  
Eswatini Posts and Telecommunications Corporation  
PO Box 125  
Mbabane H100  
Eswatini**

Dear Sir,

**RE: Tender No: 27 of 2024/25 SUPPLY AND DELIVERY OF MOTOR VEHICLES**

I, the undersigned declare that:

(a) I, offer to provide the above services in conformity with the Request for Tender and to technical and financial tenders;

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(b) A detailed financial tender is attached;

(c) The tender will be valid for a period of \_\_\_\_\_ (numerical) / \_\_\_\_\_ (words) calendar days from the date fixed for the tender submission deadline in accordance with the Request for Tender, and it shall remain binding upon myself, subject to any modifications resulting from negotiations, and may be accepted at any time before the expiration of that period.

(d) I, understand that you are not bound to accept any tender that you receive;

Yours Sincerely,

Authorized Signature : \_\_\_\_\_

Full Name : \_\_\_\_\_

Title of Signatory : \_\_\_\_\_

### Tender Security (Tender Bond)

*[The Surety shall fill in this Tender Bond Form in accordance with the instructions indicated.]*

BOND NO. \_\_\_\_\_

BY THIS BOND *[name of Tenderer]* as Principal (hereinafter called “the Principal”), and *[name, legal title, and address of surety]*, **authorized to transact business in Eswatini**, as Surety (hereinafter called “the Surety”), are held and firmly bound unto *[name of Procuring Entity]* as Obligee (hereinafter called “EPTC”) in the sum of *[amount of Bond]*<sup>1</sup> *[amount in words]*, for the payment of which sum, well and truly to be made, we, the said Principal and Surety, bind ourselves, our successors and assigns, jointly and severally, firmly by these presents.

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WHEREAS the Principal has submitted a written Tender to EPTC dated the \_\_\_\_ day of \_\_\_\_\_, 20\_\_, for the construction of *[name of Contract]* (hereinafter called the “Tender”).

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that if the Principal:

- (a) withdraws its Tender during the period of Tender validity specified in the Form of Tender; or
- (b) refuses to accept the correction of its Tendering Price, pursuant to the Invitation Document;
- (c) having been notified of the acceptance of its Tender by EPTC during the period of Tender validity; (i) fails or refuses to execute the Contract Form; or (ii) fails or refuses to furnish the Performance Security, if required, in accordance with the Instructions to Tenderers.

then the Surety undertakes to immediately pay to EPTC up to the above amount upon receipt of EPTC’s first written demand, without EPTC having to substantiate its demand, provided that in its demand EPTC shall state that the demand arises from the occurrence of any of the above events, specifying which event(s) has occurred.

The Surety hereby agrees that its obligation will remain in full force and effect up to and including the date 28 days after the date of expiration of the Tender validity as stated in the Invitation to Tender or extended by EPTC at any time prior to this date, notice of which extension(s) to the Surety being hereby waived.

IN TESTIMONY WHEREOF, the Principal and the Surety have caused these presents to be executed in their respective names this \_\_\_\_ day of \_\_\_\_\_ 20\_\_.

Principal: \_\_\_\_\_ Surety: \_\_\_\_\_  
Corporate Seal (where appropriate)

\_\_\_\_\_  
(Signature)  
(Printed name and title)

\_\_\_\_\_  
(Signature)  
(Printed name and title)

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## Tender-Securing Declaration

*[The Tenderer shall fill in this Form in accordance with the instructions indicated.]*

Date: *[date (as day, month and year)]*  
Tender No.: *[number of Tendering process]*  
Alternative No.: *[identification No if this is a Tender for an alternative]*

To: *[complete name of Procuring Entity]*

We, the undersigned, declare that:

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

We accept that we will automatically be suspended from being eligible for Tendering in any contract with EPTC for the period of time of *[number of months or years]* starting on *[date]*, if we are in breach of our obligation(s) under the Tender conditions, because we:

- (a) have withdrawn our Tender during the period of Tender validity specified in the Form of Tender; or
- (b) having been notified of the acceptance of our Tender by EPTC during the period of Tender 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 ITT.

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

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

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

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

Dated on \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ *[date of signing]*  
Corporate Seal (where appropriate)

*[Note: In case of a Joint Venture, the Tender Securing Declaration must be in the name of all partners to the Joint Venture that submits the Tender.]*

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