



GOVERNMENT OF THE KINGDOM OF ESWATINI

Tender for a Framework Contract (Supplies)

Procuring Entity	Central Government Stores
Subject of Tender:	Supply and delivery of Cleaning Chemicals & Materials
Tender Reference No:	CGS 029 of 2025/26
Date of Issue of Document:	13 TH June 2025

Important Note for draftees using this Framework Tender document:

Before editing any part of this document, ensure that you do not delete any **Section Breaks**. (This can be done by turning on the “Show All” command from the Tools menu, Customize and look under the View list to find the “Show All” button). Transfer this button to the toolbar at the top of the screen and click on it so that all editing and formatting marks are displayed).

This is a master document, to preserve the document it needs to be “Saved As” a different referenced document. (The footer is automatically created from the new saved filename).

Also note the following conventions within this standard document:

This box and contents should be deleted from the finished document prior to issue.

ADVICE FOR TENDERERS ON KEY REQUIREMENTS

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. **Framework Contracts**

This Tender is a Framework Tender for Common User Items required by various Government Ministries and Departments over a normal two year period. Tenderers are required to provide unit costs for items listed in the Lot(s) attached to this tender. Tenders will be evaluated on the basis of the (minimum) quantities stated in the Tender and an award will be made. Following award of Lots deliveries will be arranged by issue by different individual Call off orders over the course of the two year period. Each Call off order will include reference to the original framework award.

2. **Price Schedule and Tender Form**

The price schedule must be completed and must include all taxes. The total figure of the Price Schedule must be taken to the Tender Form.

3. **Tender Form**

The Tender Form is the Tenderer's offer and must therefore be completed, signed by the Tenderer's authorized representative and stamped with the Tenderer's stamp.

4. **Documents Required**

All documents stated in the "Instruction to Tenderers" and "Tender Data Sheet" must be included in the offer.

5. **Partial Offers**

When the Tender Documents calls for complete offers all items must be priced, as the offer otherwise will be rejected. Notes on this can be found in the "Schedule of Requirements"

6. **Envelope with the Original Tender and a 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 clearly be marked "original", while the copy/copies should must be marked "copy". The envelope must clearly be marked according to instructions in the "Tender Data Sheet".

7. **Tender Security**

When a Tender Security is required, it can be provided in the form of a Bank Guarantee, an Insurance Company Bond or a Banker's Guaranteed Cheque. The original Tender document shall in such cases be accompanied by the original Tender Security. Photocopies, company or personal cheques are not accepted and will lead to rejection of the offer.

8. **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.

9. **Contract Form**

Tenderers should examine the Contract Form in the Tender Document, as it contains information about the award, which will be signed by the successful Tenderer following the Award of Contract and the issue of Call Off Orders

TABLE OF CONTENT

Part 1 Tendering Procedures

Section 1 – Instructions to Tenderers

Section 2 – Tender Data Sheet

Section 3 – Tender Form and Price Schedule

Section 4 – Tender Forms:

- Declaration of Eligibility
- Form for Tender Security or Guarantee
- Manufacturer's Authorization Form

Part 2 Statement of Requirements

Section 5 – Specifications

Section 6 – Schedule of Requirements

Part 3 Contract

Section 7 – Framework Contract Form

Section 8 – General Conditions of Contract

Section 9 – Special Conditions of Contract

Section 10 – Performance Security Form

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 the 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 Invitation to Tender documents. Failure to furnish all information required by the Invitation to Tender documents or to submit a Tender not substantially responsive to the Invitation to Tender 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 Swaziland 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 practice, will have their proposals rejected and

may further be subject to prosecution under the laws of Swaziland.

The Government of Swaziland has established 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 are required to provide professional, objective, and impartial advice and at all times hold the Client's interests 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 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:

SECTION 1: INSTRUCTION TO TENDERERS

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 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.

Suppliers (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 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 or 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

Tenderers shall be invited to a pre-tender meeting/site inspection, is so stated in the Tender Data Sheet. The date, time and location are stated in the Data Sheet for the Tenderers. Tenderers are encouraged to provide questions in

writing to the Procuring Entity 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 from the date for submission. Tenders with a shorter validity will be rejected.

8. DOCUMENTARY REQUIREMENTS

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

9. DOCUMENTS COMPRISING THE TENDERER'S TENDER

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**
- b) A signed **Declaration of Eligibility** in the form provided in this document.
- c) A **Tender Security** 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;
 - 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**, or equivalent for foreign suppliers.
- e) Certified copy of a current **Tax Clearance Certificate**, or equivalent for foreign suppliers.

- f) The **Tenderers Delivery Schedule**,
- g) Adequate **Certificates of Quality**, where required by the Tender Data Sheet or Statement of Requirements.
- h) Technical brochure of each proposed item where required by the Tender Data Sheet or Statement of Requirements.
- 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. PRICES

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.

Government of Swaziland tenders for a period of 12 months or less are considered to be 'fixed and firm prices'. Only in exceptional circumstances will the Government of Swaziland consider granting an increase to unit prices within 12 months of contract award.

Prices must be denominated in Emalangeni including any breakdown costs in the form contained in this Invitation to tender document.

The Tender Data Sheet permits pricing in a currency other than Emalangeni.

Prices must include all costs for the requirement including any incidental services and shall be inclusive of all applicable taxes.

The Government of Eswatini may undertake 'price verification' to confirm market prices and rates.

Price increases:

All price increases for common use items shall require that all prequalified suppliers be invited to submit tenders for that particular item(s). This is to promote competition and value for money.

First each tenderer who wish to apply for a price increase shall notify the Central Government Stores in writing categorically showing all the items she is applying for without showing any price.

11. TENDERER'S REQUEST FOR CLARIFICATION

A Tenderer requiring any clarification of the "Invitation to Tender" 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 Invitation to Tender 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 tenderers that have received the tender documents.

12. SUBMISSION OF TENDERS

Original, signed and sealed Tender shall be clearly marked "Original", while each copy shall be marked "Copy".

The Original, signed and sealed Tender must together with the required number of copies Tenderer shall be in a sealed envelope, which shall be addressed and marked according to the requirements of the Tender Data Sheet.

The Tender and the copies shall be in "hard copy", as electronic submissions will not be accepted.

The Tender and the copies must be received at the location specified in the Tender Data Sheet on or before the specified date and time.

SECTION 1: INSTRUCTION TO TENDERERS

Delivery means depositing the Tender in the Tender Box or as otherwise instructed.

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

A 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 submission. A withdrawal notice may also be sent by fax or 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 shall be as specified in the Tender Data Sheet. All Tenderers have the right to attend the opening 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 kept 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.

SECTION 1: INSTRUCTION TO TENDERERS

- Price of goods or equipment.
- Any other Criteria specified in the Tender Data Sheet.

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.

18. LOCAL PREFERENCE

Swazi companies will be given a preference in the evaluation of tenders by adding a 15% (fifteen percent) margin to the evaluated price of other tenderers, who are not eligible for the preference during the financial evaluation of tenders. For purposes of this Clause, a Swazi company is one, which is registered in Swaziland and majority owned by Swaziland citizens.

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 pass such a post-qualification.

The Procuring Entity will award the contract to the Tenderer, which have submitted the lowest evaluated, substantially responsive Tender, and 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 Security within 14 (fourteen) days of the notification of award. The Performance Security 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 the Performance Guarantee.

The Tender Securities of the unsuccessful tenderers 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 15% (fifteen 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

The Tenderer's response to the Invitation to Tender document is an offer to the Government.

A Tender becomes a binding contract only when officially accepted in writing by the Government. 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.

SECTION 1: INSTRUCTION TO TENDERERS

Contract performance will be considered
in future tenders.

TENDER DATA SHEET

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

<i>Section No.</i>	<i>Section description.</i>	Additional or modifying data to the Instructions to Tenderers
1.	Eligibility Criteria	Tenderers must provide a signed ‘Declaration of Eligibility’ in the format as included in this Tender Document (Section 4). In case of a joint venture or consortium all members must each sign their declaration. Further Eligibility Criteria are i. Must have legal capacity to enter into contract. ii. Must be a Liswati registered Company. iii. Have no conflict of interest (actual, potential or reasonably perceived) iv. Must not be under debarment by ESPPRA, and by the procuring entity (as a result of a bid securing declaration) v. Must not be insolvent, in receivership or bankrupt. vi. It or any of its directors or officers have not been convicted of any criminal offence relating to professional conduct. vii. It adheres to basic labour legislation viii. It has fulfilled its obligation to pay taxes and social security contributions.
	Qualification Criteria	This document is strictly for Eswatini Companies only. a) Attach Company profile which covers Academic / professional / technical qualifications with personnel and managerial capabilities. A minimum requirement of O’level / Matric Certificate from Supplier / personnel. Health & Safety, Merchandising will be an added advantage. b) Attach Copies of the company’s audited accounts for the previous two years (Financial statements) & Bank statement or letter of comfort / credit from the bank.

Section No.	Section description.	Additional or modifying data to the Instructions to Tenderers
		c) Equipment & other physical facilities e.g. square meter of the shop premises and transportation means. d) Attach proof of Two years of experience in the provision of Cleaning Chemicals and Materials e.g. purchase orders, contracts or invoices.
6.	Site Inspection	Venue is at the Suppliers premises, to check on readiness to supply e.g. signage, stock held, transportation, staff, hygiene, displayed company documents, etc.
7.	Validity Period of the Tender	The validity of the Tender shall be 120 days from the Tender opening date. Following an award, unit prices will be used to calculate the total cost of Government orders over a two year period.
8.	Documentary Requirements	One (1) original and Three (3) copies of Tender document. Mark clearly on the front part of the envelope, which is the original and which are the copies.
9.	Documents comprising the Tenderer's Tender	<i>List of Legal documents and validity.</i> In addition to the documents stated in the "Instructions to Tenderers", the following documents are required: ❖ Valid & Certified Trading License ❖ Valid & Certified Tax Compliance Certificate ❖ Valid & Certified Eswatini National Provident Fund (ESNPF) Certificate ❖ Valid & Certified Labour Compliance Certificate ❖ Valid & Certified Form C ❖ Valid & Certified Form J ❖ Original letter of Declaration of Eligibility on the company's letter head "signed" as shown on the document; if the Tender documents proposal is being presented by a joint venture or consortium, all members must submit their declaration of eligibility. ❖ Valid & Certified Certificate of Incorporation ❖ Valid & Certified VAT Registration Certificate ❖ Police Clearance for All Company Director(s)

Section No.	Section description.	Additional or modifying data to the Instructions to Tenderers
		❖ Original Revenue Receipt of E600.00 (for each category). ❖ Price schedule must be in Hard and Soft copies. ❖ Enclose a copy of any Joint Venture Agreement should be attached where applicable. ❖ If the Pre-qualification proposal is being presented by a joint venture or consortium, all members must submit each of their status documents or statutory documents. ❖ Enclose an Original Tender Security of E5000.00 in form of Insurance bond or Bank guarantee.
10	Prices	Prices must include the cost of supply, carriage, and local delivery including all taxes and duties to the point of delivery. The point of delivery shall be stated in each Call Off Order. Estimated delivery points are provided in the Schedule of Requirements.
12.	Tender Submission.	The location for submission of Tenders is : The Secretary to Eswatini Government Tender Board Treasury Building, Mhlambanyatsi Road, MBABANE. Tenders must be deposited in the Treasury Tender Box. The Tender Box Closing Time is as per the Clock in the Foyer of the Treasury Building adjacent to the Treasury Tender Box. The date and time for submission of Tenders is: <i>Monday, 28TH July 2025, and 0900hrs.</i> The envelope SHALL be sealed and must be marked: The Secretary to Eswatini Government Tender Board Treasury Building Mhlambanyatsi Road MBABANE Further, the envelope must be marked with: Central Government Stores, Item Code. CGS/029;

Section No.	Section description.	Additional or modifying data to the Instructions to Tenderers
		Supply & Delivery of Cleaning Chemicals & Materials; "Do not open before 0900hrs on the 28TH July 2025". The envelope must contain the original, which are marked 'original' and an envelope containing the copy/copies, which are marked 'copy'.
15.	Tender Opening	Tenders will be opened at Tender Board, Room 109 Treasury Building, Mhlambanyatsi Road, Mbabane on 28 TH July 2025 at 9.00 hrs.
17.	Detailed Evaluation	The Criteria stated in the "Instruction to Tenderer" will be used in the evaluation. Tenders will be evaluated on a line by line basis. Partial Offers will be accepted.
19.	Award of 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 Procuring Entity shall issue an award of contract confirming that the Tender has been awarded ending 31ST March 2026. The Contract will be extended for a further period of twelve months. Delivery shall be required in accordance with Call Off Orders issued. The successful Tenderer will be expected to deliver against Call Off Orders issued by Procuring Entities. The Performance Security will be valid for the period of the award including any warranty obligations. A Performance Security is required to the value of <i>[state a percentage between 5% and 10% depending of the risk involved]</i>. The Performance Security shall be provided in the form stated in Special Conditions of the Contract and shall be valid for the period of the award including any warranty obligations. A Performance Security is not required for this Tender.
21	Changes or Reductions at award	The Schedule of Requirements details the minimum total quantities anticipated confirmed by Call Of Orders during the course of the award period.
22	Contract Formation	A Tender is awarded to the successful Tenderer, and individual deliveries shall be required against individual Call Off Orders of partial quantities issued by Procuring Entities to specific delivery addresses. A Tender becomes a binding contract only when

SECTION 2:**TENDER DATA SHEET**

<i>Section No.</i>	<i>Section description.</i>	Additional or modifying data to the Instructions to Tenderers
		officially accepted in writing by the Government award and Call Off Order. Payment for any procurement under this tender is dependent upon each Call Off Order.

TENDER FORM

13TH June 2025

Tender Reference: CGS 029 of 2025/26

**To: The Central Government Stores
Government of Eswatini**

Having examined the Invitation to Tender documents the receipt of which is hereby duly acknowledged, we, the undersigned, offer to Supply of Cleaning Chemicals and Materials through framework contracts in conformity with the said "Invitation to Tender" documents for sums in the Schedule of Prices attached herewith and made part of this Tender and which are inclusive of all taxes.

We undertake, if our Tender is accepted, to deliver the goods against Government Orders issued following an award of Tender.

We agree to abide by this Tender for a period of 120 days from the date fixed for Tender submission, as stated in the Tender Data Sheet Section 15, and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

Until a formal Award is prepared and executed, this Tender, together with your written acceptance thereof and your notification of award, shall constitute a binding Framework Contract between us. We acknowledge that following a formal Award, deliveries will be confirmed against the receipt of Invoices and delivery notes issued against the formal Award.

We accept that the Framework Contract shall be valid for a minimum 12 months after coming into force and that the prices in the Price Schedule are 'fixed and firm prices'.

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 _____

PRICE SCHEDULE

<u>TENDER No.029 SUPPLY OF CLEANING CHEMICALS, WATER TREATMENT CHEMICALS AND CHEMICALS FOR GENERAL USE OF 2025 / 2026</u>	
<u>LOT ONE</u>	
<u>WATER TREATMENT CHEMICALS</u>	PRICES
Aluminium sulphate granular 50kg	
Aluminium sulphate granular 50kg	
Soda ash sodium carbonate 50kg	
Hypo chloride sodium chloride 50kg	
Chlorine gas cylinder 68kg	
6% AFFF Fire Fighting Foam (Aqueous Film Forming Concentrate)	
-	
<u>LOT TWO</u>	
<u>Floor Maintenance Chemicals</u>	
Concrete floor degreaser 25L	
Neutral detergent 25L	
Heavy duty floor cleaner 25L	
Detergent with solvent properties 25L	
Black disinfectant (JEYES)10L	
QAC disinfectant / detergent 5L	
QAC disinfectant/ detergent 25L	
Jeyes fluid 25L	
Mop & shine 5kg	

SECTION 3: TENDER FORMS AND PRICE SCHEDULE

Mop & shine 25kg	
Spray buff 5kg	
Spray buff 25kg	
LOT THREE	
Floor coating(including Sealer Waxes and polymer coatings	
Wax polishes	
Wax floor polish(red) 5L	
Wax floor polish (red) 20L	
Wax floor polish (green) 5L	
Wax floor polish green 20L	
Wax floor polish (black) 5L	
Wax floor polish (black)20L	
Wax floor polish (white) 5L	
Wax floor polish (white) 20L	
Liquid wax floor polish 5L	
Liquid wax floor polish 25L	
LOT FOUR	
Polymer coating (self-shine)	
Hard type polymer coating 25L	
Soft type polymer coating 25L	
Polymer content (self-shine25%) 5kg	
Polymer content (self-shine25%) 25kg	
Polymer content (self-shine 20%/22%) 5kg	
Polymer content (self-shine 20%/22%) 25kg	

SECTION 3: TENDER FORMS AND PRICE SCHEDULE

Polymer content (self-shine 15%) 5kg	
Polymer content (self-shine 15%) 25kg	
Polymer content (self-shine 13%) 5kg	
Polymer content (self-shine 13%) 25kg	
Polymer content (Self-shine 9%)5kg	
Polymer content (Self-shine 9%) 25kg	
LOT FIVE	
Concrete Sealers	
Concrete sealer (water-based) 25L	
Concrete (polyurethane) 25L	
LOT SIX	
<u>Floor strippers</u>	
Ammoniated stripper 25L	
Non ammoniated stripper(hospital) 25L	
Extra heavy duty stripper 25L	
LOT SEVEN	
Kitchen Hygiene	
Liquid dishwasher 25L	
Scouring powder(vim) 500g	
Scouring powder (vim) 750g	
Scouring powder (vim) 25kg	
Handy Andy type cleaner 5L	
Handy Andy type cleaner 25L	

SECTION 3: TENDER FORMS AND PRICE SCHEDULE

Concentrated organic Dishwasher	
Wet floor signs /caution signs	
Steel Wool	
Paper Towels	
Pot Scourers	
HARD SURFACE CLEANERS	
Oven cleaner 25L	
Heavy duty oven cleaner 25L	
General purpose cleaner 25L	
Pot and pan decarbonizer 5L	
Speciality products - kitchen	
Lime scale remover 5L	
Chlorinated stain remover 5kg	
Chlorinated stain remover 25kg	
Stain remover (cups & dishes)25L	
LOT EIGHT	
Toilet Products	
Hand sanitizer 25lt	
Pine disinfectant 25lt	
Toilet bowl cleaner 5lt	
Toilet bowl cleaner 25lt	
Urinal cleaner 25lt	
Deo-smarties 5kg	
Deo-blocks (pink) 5kg	
Deo-blocks (pink) 25kg	

SECTION 3: TENDER FORMS AND PRICE SCHEDULE

Deo-blocks (pink)10kg	
Deo-blocks (blue) 5kg	
Deo-blocks (blue) 10kg	
Deo-blocks (mixed) 5kg	
Drain cleaner powder 5kg	
Drain cleaner powder 25kg	
Drain cleaner (PVC pipes)5L	
Air-freshener apple 10L	
Air-freshener cherry 10L	
Air-freshener lemon 10L	
Air-freshener (lavender 10L	
Air-freshener tin	
Hand soap 25L/kg	
Hand soap(Anticeptic)25L/kg	
Dettol liquid soap 5L	
Dettol liquid soap 25L	
Waterless hand sanitizer (organic) 5kg	
Waterless hand sanitizer (organic) 25kg	
LOT NINE	
Textile Hygiene Products (Laundry)	
QAC Liquid soap disinfectant 25L	
Heavy duty laundry soap 25kg	
Powdered laundry bleach 25kg	
Automatic laundry machine detergent 25L	
Lower foam laundry powder 5kg	

SECTION 3: TENDER FORMS AND PRICE SCHEDULE

Lower foam laundry powder 25kg	
High foam laundry powder 5kg	
High foam laundry powder 25kg	
Super low foam laundry powder 5kg	
Super low foam laundry powder 25kg	
Laundry detergent	
Fabric softener -(lavender) 5lt	
Fabric softener -(lavender) 25lt	
Fabric softener 25L	
Starch 12.5KG	
starch 25kg	
LOT TEN	
All Purpose chemicals, etc.	
Window cleaner 25L	
Window squeegee	
Window cleaning kit	
Car shampoo 25L	
Non-Ammoniated stripper 5kg	
Non-Ammoniated stripper 25kg	
Anticeptic liquid 25L	
Mortuary cleaner (floor scrubbing) 25L	
Royal powdered soap 12.5kg	
Royal powdered soap 10kg (parcel)	
Doom per case 40 x 500g per case	
Doom per case 30 x 350g per case	

SECTION 3: TENDER FORMS AND PRICE SCHEDULE

Dyroach 30 x 250g per case	
Multi -purpose solvent cleaner -5kg	
Multi -purpose solvent cleaner -25kg	
Heavy duty high foaming all-purpose cleaner -5kg	
Heavy duty high foaming all-purpose cleaner -25kg	
Heavy duty alkaline - based floor cleaner - 5kg	
Heavy duty alkaline - based floor cleaner -25kg	
Heavy duty water -based solvent degreaser-5kg	
Heavy duty water -based solvent degreaser-25kg	
Drain Enzyme -5kg	
Drain Enzyme -25kg	
Black dip -econ -5kg	
Black dip -econ -25kg	
Furniture polish - (MR MIN) tins	
Furniture polish - (Touch)-300g tin	
Harpic 500ml each	
Domestos 750ml each	
Domestos per case of 6 x 750ml	
Doom 350g each	
Doom 500g each	
Dyroach 250g each	
Dyroach 500g each	
Engine cleaner 25L	
Carpet shampoo 25L	
Upholstery cleaner 25L	
Shower soap 25kg	
Blue soap (case of 24) per case	

SECTION 3: TENDER FORMS AND PRICE SCHEDULE

Lifebuoy soap (case 84 block x 125g per case	
Lifebuoy soap (case 96 block x 125g per case	
Sunlight soap (case of 144block 125g per case	
Dust mop sweeper frame 60cm	
Dust mop Sleeve 60cm	
Dust mop sweeper-handle	
Dust mop sweeper frame 100cm	
Dust mop sweeper 100cm	
Dust mop sweeper - handle	
Lamb's Wool Applicator 30cm handle & frame	
Lamb's Wool Applicator 40cm handle & frame	
Polish Applicator Pad-30cm	
Polish Applicator Pad-40cm	
Floor pads Black/red /blue /white -400mm	
Floor pads Black/red /blue /white -425mm	
Floor pads Black/red /blue /white -500mm	
Floor squeegee plastic	
Doodle bug pad holder	
Doodle bug pads	
DFC-Detergent disinfectant floor cleaner -5kg	
DFC-Detergent disinfectant floor cleaner -25kg	
Head cleaner with Grit - 5kg	
Vice Versa winder cleaner	
Telescopic Pole 2x 1.25m	
Telescopic Pole 2x 1.2m	
Aluminium Spring clip mop holder	

SECTION 3: TENDER FORMS AND PRICE SCHEDULE

LOT ELEVEN	
Long handled dustpan with broom	
Carpet restores 25L	
Martin cloth per roll	
Long mops complete with handle	
Mop Stick	
Yellow dusters per dozen	
Orchard bath soap (case of 84 x125g)	
Orchard bath soap (case of 96 x125g)	
Feather dusters short handles /doz.	
Feather dusters long handles /doz.	
20lt galvanised bucket on wheels each	
Gear press unit (squeezing cleaning machine complete per unit)	
Gear press mop handle	
Gear press mop head 500g	
Gear press mop squeezer galvanised	
Gear press bucket 30lt on wheels each	
Gear press bucket 36lt on wheels each	
Plastic Bucket with mop wringer on wheels complete 28 lt	
Plastic Bucket with mop wringer on wheels complete 36 lt	
Plastic Bucket 28 lt on wheels each	
Plastic Bucket 36 lt on wheels each	
Plastic wringer each	
Hair broom 300mm (12") each	
Broom handles wooden each	
Broom handles metal each	

SECTION 3: TENDER FORMS AND PRICE SCHEDULE

Floor polishing brushes each	
Heavy duty floor polishing pads (red)	
Heavy duty floor scribing pads (black)	
Heavy duty floor polishing machine	
She bin with Pedal	
Toilet Roll holder	
Hand dryer	
Air-Freshener Dispenser	
She Packets (200)	
Soap Dispenser	
Seat Sanitiser Dispenser Foam 400ml	
Premier Deluxe toilet paper per bale of 48	
Industrial toilet paper unwrapped colours white or pink each per bale of 48	
Virgin toilet paper per bale of 48	
Jumbo paper rolls each	
Brass broom 375mm (15') each	
Scrubbing brush steel hair with handle each	
Toilet brushes for cleaning bowls each	
Yellow dusters each	
Feather dusters short each	
Feather dusters long each	
Gear press unit mop	
Refuse bags	
Dish cloth	
Swaps	
Per of pro-grip hand gloves (high risk)	

SECTION 3: TENDER FORMS AND PRICE SCHEDULE

Vaseline blue seal 100ml (per 1/2 dozen)	
jik-750ml	
jik-5lt	
jik-25lt	
Refuse dust bin 10lt	
Refuse dust bin 15lt	
Refuse dust bin 20lt	
Big black rubberised outside dust bin	

Prices shall include all taxes, sales tax and duty paid or to be paid in the event of an award of contract.

Signed:	{signature of person whose name and capacity are shown below}
Name:	{insert complete name of person signing the application}
In the capacity of	{insert legal capacity of person signing the application}

SECTION 3: TENDER FORMS AND PRICE SCHEDULE

Duly authorized to sign	for and on behalf of <i>{insert complete name of Applicant/Joint Venture}</i>
Date:	 day of, 20..... <i>{insert date of signing}</i>

DECLARATION OF ELIGIBILITY

In accordance with the requirements of the Procurement Regulations issued in accordance with the terms of Section 26 of the Finance and Audit Act No. 18 of 1967 all Tenderers must meet the following criteria, to be eligible to participate in public procurement.

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

Dear Sirs

Re Tender Reference {Insert Tender Reference Number}

In accordance with the eligibility requirements of the 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 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 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
- (e) That we do not have a **conflict of interest**¹ in relation to the procurement requirement. (Note 1 - as defined in Section 4 of the Instructions to Tenderers.)

Signed:	{signature of person whose name and capacity are shown below}
Name:	{insert complete name of person signing the application}
In the capacity of	{insert legal capacity of person signing the application}
Duly authorized to sign	for and on behalf of {insert complete name of Applicant/Joint Venture}
Date:	 day of, 20..... {insert date of signing}

FORM FOR TENDER SECURITY

WHEREAS Messrs {Name of Tenderer} of {Address of Tenderer} hereinafter referred to as the "Tenderer" has on {date} submitted its Tender for the Supply of {insert the short description of goods and associated service, which this Tender is for}.

AND WHEREAS the said Tenderer has undertaken to abide by his Tender so submitted for a period of {state here the number of days} calendar days of the date of submission hereinabove stated, or such other period as may mutually be agreed between the Government of Eswatini, represented by the Director of Central Government Stores of the Government of Eswatini and the Tenderer and notified to us by the Government of Eswatini.

NOW WE, {name and address of financial institution registered in the Kingdom of Eswatini} hereby guarantee and undertake to pay to the account of the Government of Eswatini on first demand in writing and without reference to the Tenderer the sum of Emalangení {insert the sum first as a figure, then in words}.

PROVIDED THAT

- a) This Tender Security remains valid, and
- b) The Government of Eswatini declares in writing that the Tenderer has failed to abide by his undertaking that the Tender shall remain open for acceptance within the specified period, or that the Tenderer is unwilling for some reason (which shall be clearly stated) to abide by his Tender or enter into a contract agreement with the Government of Eswatini for the Supply of {insert the short description of the goods and associated service}.

This Tender Security shall remain valid in the first instance until the earlier of:

- a) 10 days after the expiry of the Tenderer's Tender;
- b) Upon our receipt of copies of the contract signed by the Tenderer and the Performance Security issued to you upon the instruction of the Tenderer; or
- c) Upon our receipt of a copy of a notification from the Government of Eswatini to the Tenderer of the name of the successful Tenderer.

Signed:	{signature of person whose name and capacity are shown below}
Name:	{insert complete name of person signing the application}
In the capacity of	{insert legal capacity of person signing the application}
Authorized to sign	for and on behalf of {insert complete name of Applicant/Joint Venture
Date:	 day of, 20..... {insert date of signing}

MANUFACTURER'S AUTHORIZATION FORM

{See Clause 9 (i) of the "Instructions to Tenderers" and the corresponding section in the Tender Data Sheet for further instruction}.

To: {insert name of 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 number of the 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.

.....
(Date)

.....
(Authorised Signature for and on behalf of Manufacturer)

{Note: This letter of authority should be on the letterhead of the Manufacturer and should be signed by a person having the authority to bind the Manufacturer. It should be included by the Tenderer in its Tender. If the organization is also authorized to execute the manufacturer's warranty and maintenance plans, then this **MUST** also be stated.}

SPECIFICATIONS

<u>TENDER No.029 SUPPLY OF CLEANING CHEMICALS, WATER TREATMENT CHEMICALS AND CHEMICALS FOR GENERAL USE OF 2025 / 2026</u>	
<u>LOT ONE</u>	
<u>WATER TREATMENT CHEMICALS</u>	
Aluminium sulphate granular 50kg	
Aluminium sulphate granular 50kg	
Soda ash sodium carbonate 50kg	
Hypo chloride sodium chloride 50kg	
Chlorine gas cylinder 68kg	
6% AFFF Fire Fighting Foam (Aqueous Film Forming Concentrate)	
-	
<u>LOT TWO</u>	
<u>Floor Maintenance Chemicals</u>	
Concrete floor degreaser 25L	
Neutral detergent 25L	
Heavy duty floor cleaner 25L	
Detergent with solvent properties 25L	
Black disinfectant (JEYES)10L	
QAC disinfectant / detergent 5L	
QAC disinfectant/ detergent 25L	
Jeyes fluid 25L	
Mop & shine 5kg	
Mop & shine 25kg	
Spray buff 5kg	
Spray buff 25kg	
<u>LOT THREE</u>	
<u>Floor coating(including Sealer Waxes and polymer coatings</u>	
<u>Wax polishes</u>	
Wax floor polish(red) 5L	
Wax floor polish (red) 20L	
Wax floor polish (green) 5L	
Wax floor polish green 20L	
Wax floor polish (black) 5L	
Wax floor polish (black)20L	
Wax floor polish (white) 5L	
Wax floor polish (white) 20L	

SECTION 5: SPECIFICATIONS

Liquid wax floor polish 5L
Liquid wax floor polish 25L
LOT FOUR
Polymer coating (self-shine)
Hard type polymer coating 25L
Soft type polymer coating 25L
Polymer content (self-shine25%) 5kg
Polymer content (self-shine25%) 25kg
Polymer content (self-shine 20%/22%) 5kg
Polymer content (self-shine 20%/22%) 25kg
Polymer content (self-shine 15%) 5kg
Polymer content (self-shine 15%) 25kg
Polymer content (self-shine 13%) 5kg
Polymer content (self-shine 13%) 25kg
Polymer content (Self-shine 9%)5kg
Polymer content (Self-shine 9%) 25kg
LOT FIVE
Concrete Sealers
Concrete sealer (water-based) 25L
Concrete (polyurethane) 25L
LOT SIX
<u>Floor strippers</u>
Ammoniated stripper 25L
Non ammoniated stripper(hospital) 25L
Extra heavy duty stripper 25L
LOT SEVEN
Kitchen Hygiene
Liquid dishwasher 25L
Scouring powder(vim) 500g
Scouring powder (vim) 750g
Scouring powder (vim) 25kg
Handy Andy type cleaner 5L
Handy Andy type cleaner 25L
Concentrated organic Dishwasher
Wet floor signs / caution signs
Steel Wool
Paper Towels
Pot Scourers

SECTION 5: SPECIFICATIONS

HARD SURFACE CLEANERS
Oven cleaner 25L
Heavy duty oven cleaner 25L
General purpose cleaner 25L
Pot and pan decarbonizer 5L
Speciality products - kitchen
Lime scale remover 5L
Chlorinated stain remover 5kg
Chlorinated stain remover 25kg
Stain remover (cups & dishes)25L
LOT EIGHT
Toilet Products
Pine disinfectant 25L
Toilet bowl cleaner 5L
Toilet bowl cleaner 25L
Urinal cleaner 25L
Deo-smarties 5kg
Deo-blocks (pink) 5kg
Deo-blocks (pink) 25kg
Deo-blocks (pink)10kg
Deo-blocks (blue) 5kg
Deo-blocks (blue) 10kg
Deo-blocks (mixed) 5kg
Drain cleaner powder 5kg
Drain cleaner powder 25kg
Drain cleaner (PVC pipes)5L
Air-freshener apple 10L
Air-freshener cherry 10L
Air-freshener lemon 10L
Air-freshener (lavender 10L
Air-freshener tin
Hand soap 25L/KG
Hand soap(Antiseptic)25L/kg
Dettol liquid soap 5L
Dettol liquid soap 25L
Waterless hand sanitizer (organic) 5kg
Waterless hand sanitizer (organic) 25kg
LOT NINE
Textile Hygiene Products (Laundry)
QAC Liquid soap disinfectant 25L

SECTION 5: SPECIFICATIONS

Heavy duty laundry soap 25kg
Powdered laundry bleach 25kg
Automatic laundry machine detergent 25L
Lower foam laundry powder 5kg
Lower foam laundry powder 25kg
High foam laundry powder 5kg
High foam laundry powder 25kg
Super low foam laundry powder 5kg
Super low foam laundry powder 25kg
Laundry detergent
Fabric softener -(lavender) 5lt
Fabric softener -(lavender) 25lt
Fabric softener 25L
Starch 12.5kg
starch 25kg
LOT TEN
All Purpose chemicals, etc.
Window cleaner 25L
Window squeegee
Window cleaning kit
Car shampoo 25L
Non-Ammoniated stripper 5kg
Non-Ammoniated stripper 25kg
Anticeptic liquid 25L
Mortuary cleaner (floor scrubbing) 25L
Royal powdered soap 12.5kg
Royal powdered soap 10kg (parcel)
Doom per case 40 x 500g per case
Doom per case 30 x 350g per case
Dyroach 30 x 250g per case
Multi -purpose solvent cleaner -5kg
Multi -purpose solvent cleaner -25kg
Heavy duty high foaming all-purpose cleaner -5kg
Heavy duty high foaming all-purpose cleaner -25kg
Heavy duty alkaline - based floor cleaner - 5kg
Heavy duty alkaline - based floor cleaner -25kg
Heavy duty water -based solvent degreaser-5kg
Heavy duty water -based solvent degreaser-25kg
Drain Enzyme -5kg
Drain Enzyme -25kg
Black dip -econ -5kg

SECTION 5: SPECIFICATIONS

Black dip -econ -25kg
Furniture polish - (MR MIN) tins
Furniture polish - (Touch)-300g tin
Harpic 500ml each
Domestos 750ml each
Domestos per case 6 x 750ml
Doom 350g each
Doom 500g each
Dyroach 250g each
Dyroach 500g each
Engine cleaner 25L
Carpet shampoo 25L
Upholstery cleaner 25L
Shower soap 25kg
Blue soap (case of 24) per case
Lifebuoy soap (case 84 block x 125g per case
Lifebuoy soap (case 96 block x 125g per case
Sunlight soap (case of 144block 125g per case
Dust mop sweeper frame 60cm
Dust mop Sleeve 60cm
Dust mop sweeper-handle
Dust mop sweeper frame 100cm
Dust mop sweeper 100cm
Dust mop sweeper - handle
Lamb's Wool Applicator 30cm handle & frame
Lamb's Wool Applicator 40cm handle & frame
Polish Applicator Pad-30cm
Polish Applicator Pad-40cm
Floor pads Black/red /blue /white -400mm
Floor pads Black/red /blue /white -425mm
Floor pads Black/red /blue /white -500mm
Floor squeegee plastic
Doodle bug pad holder
Doodle bug pads
DFC-Detergent disinfectant floor cleaner -5kg
DFC-Detergent disinfectant floor cleaner -25kg
Head cleaner with Grit - 5kg
Vice Versa winder cleaner
Telescopic Pole 2x 1.25m
Telescopic Pole 2x 1.2m
Aluminium Spring clip mop holder

SECTION 5: SPECIFICATIONS

LOT ELEVEN
Long handled dustpan with broom
Carpet restores 25L
Martin cloth per roll
Long mops complete with handle
Mop Stick
Yellow dusters per dozen
Orchard bath soap (case of 84 x125g)
Orchard bath soap (case of 96 x125g)
Feather dusters short handles /doz.
Feather dusters long handles /doz.
20lt galvanised bucket on wheels each
Gear press unit (squeezing cleaning machine complete per unit)
Gear press mop handle
Gear press mop head 500g
Gear press mop squeezer galvanised
Gear press bucket 30lt on wheels each
Gear press bucket 36lt on wheels each
Plastic Bucket with mop wringer on wheels complete 28 lt
Plastic Bucket with mop wringer on wheels complete 36 lt
Plastic Bucket 28 lt on wheels each
Plastic Bucket 36 lt on wheels each
Plastic wringer each
Hair broom 300mm (12") each
Broom handles wooden each
Broom handles metal each
Floor polishing brushes each
Heavy duty floor polishing pads (red)
Heavy duty floor scribing pads (black)
Heavy duty floor polishing machine
She bin with Pedal
Toilet Roll holder
Hand dryer
Air-Freshener Dispenser
She Packets (200)
Soap Dispenser
Seat Sanitiser Dispenser Foam 400ml
Premier Deluxe toilet paper per bale of 48
Industrial toilet paper unwrapped colours white or pink each per bale of 48
Virgin toilet paper per bale of 48
Jumbo paper rolls each
Brass broom 375mm (15') each

SECTION 5: SPECIFICATIONS

Scrubbing brush steel hair with handle each
Toilet brushes for cleaning bowls each
Yellow dusters each
Feather dusters short each
Feather dusters long each
Gear press unit mop
Refuse bags
Dish cloth
Swaps
Per of pro-grip hand gloves (high risk)
Vaseline blue seal 100ml (per 1/2 dozen)
jik-750ml
jik-5lt
jik-25lt
Refuse dust bin 10lt
Refuse dust bin 15lt
Refuse dust bin 20lt
Big black rubberised outside dust bin

Signed:	{signature of person whose name and capacity are shown below}
Name:	{insert complete name of person signing the application}
In the capacity of	{insert legal capacity of person signing the application}
Duly authorized to sign	for and on behalf of {insert complete name of Applicant/Joint Venture}
Date:	 day of, 20..... {insert date of signing}

TOTAL ANTICIPATED SCHEDULE OF REQUIREMENTS

— REQUEST FOR TENDER FOR THE SUPPLY OF *GROCERIES*.

The tender will be evaluated on a line by line basis.

Partial Offers will be accepted.

<u>WATER TREATMENT CHEMICALS</u>	Anticipated Quantities	Required Period	Anticipated Delivery Location
Aluminium sulphate granular 50kg	1	90 Days after issue of order	Procuring Entity
Aluminium sulphate granular 50kg	1	90 Days after issue of order	Procuring Entity
Soda ash sodium carbonate 50kg	1	90 Days after issue of order	Procuring Entity
Hypo chloride sodium chloride 50kg	1	90 Days after issue of order	Procuring Entity
Chlorine gas cylinder 68kg	1	90 Days after issue of order	Procuring Entity
6% AFFF Fire Fighting Foam (Aqueous Film Forming Concentrate)	1	90 Days after issue of order	Procuring Entity
-			
LOT TWO			
Floor Maintenance Chemicals			
Concrete floor degreaser 25L	1	90 Days after issue of order	Procuring Entity
Neutral detergent 25L	1	90 Days after issue of order	Procuring Entity
Heavy duty floor cleaner 25L	1	90 Days after issue of order	Procuring Entity
Detergent with solvent properties 25L	1	90 Days after issue of order	Procuring Entity
Black disinfectant (JEYES)10L	1	90 Days after issue of order	Procuring Entity
QAC disinfectant / detergent 5L	1	90 Days after issue of order	Procuring Entity
QAC disinfectant/ detergent 25L	1	90 Days after issue of order	Procuring Entity
Jeyes fluid 25L	1	90 Days after issue of order	Procuring Entity
Mop & shine 5kg	1	90 Days after issue of order	Procuring Entity
Mop & shine 25kg	1	90 Days after issue of order	Procuring Entity
Spray buff 5kg	1	90 Days after issue of order	Procuring Entity
Spray buff 25kg	1	90 Days after issue of order	Procuring Entity

SECTION 6: FRAMEWORK CONTRACT FORM

LOT THREE			
<u>Floor coating(including Sealer Waxes and polymer coatings)</u>			
Wax polishes			
Wax floor polish(red) 5L	1	90 Days after issue of order	Procuring Entity
Wax floor polish (red) 20L	1	90 Days after issue of order	Procuring Entity
Wax floor polish (green) 5L	1	90 Days after issue of order	Procuring Entity
Wax floor polish green 20L	1	90 Days after issue of order	Procuring Entity
Wax floor polish (black) 5L	1	90 Days after issue of order	Procuring Entity
Wax floor polish (black)20L	1	90 Days after issue of order	Procuring Entity
Wax floor polish (white) 5L	1	90 Days after issue of order	Procuring Entity
Wax floor polish (white) 20L	1	90 Days after issue of order	Procuring Entity
Liquid wax floor polish 5L	1	90 Days after issue of order	Procuring Entity
Liquid wax floor polish 25L	1	90 Days after issue of order	Procuring Entity
LOT FOUR			
Polymer coating (self-shine)			
Hard type polymer coating 25L	1	90 Days after issue of order	Procuring Entity
Soft type polymer coating 25L	1	90 Days after issue of order	Procuring Entity
Polymer content (self shine25%) 5kg	1	90 Days after issue of order	Procuring Entity
Polymer content (self shine25%) 25kg	1	90 Days after issue of order	Procuring Entity
Polymer content (self-shine 20%/22%) 5kg	1	90 Days after issue of order	Procuring Entity
Polymer content (self-shine 20%/22%) 25kg	1	90 Days after issue of order	Procuring Entity
Polymer content (self-shine 15%) 5kg	1	90 Days after issue of order	Procuring Entity
Polymer content (self-shine 15%) 25kg	1	90 Days after issue of order	Procuring Entity
Polymer content (self-shine 13%) 5kg	1	90 Days after issue of order	Procuring Entity
Polymer content (self-shine 13%) 25kg	1	90 Days after issue of order	Procuring Entity
Polymer content (Self shine 9%)5kg	1	90 Days after issue of order	Procuring Entity
Polymer content (Self shine 9%) 25kg	1	90 Days after issue of order	Procuring Entity

SECTION 6: FRAMEWORK CONTRACT FORM

LOT FIVE			
Concrete Sealers			
Concrete sealer (water-based) 25L	1	90 Days after issue of order	Procuring Entity
Concrete (polyurethane) 25L	1	90 Days after issue of order	Procuring Entity
LOT SIX			
<u>Floor strippers</u>			
Ammoniated stripper 25L	1	90 Days after issue of order	Procuring Entity
Non ammoniated stripper(hospital) 25L	1	90 Days after issue of order	Procuring Entity
Extra heavy duty stripper 25L	1	90 Days after issue of order	Procuring Entity
LOT SEVEN			
Kitchen Hygiene			
Liquid dishwasher 25L	1	90 Days after issue of order	Procuring Entity
Scouring powder(vim) 500g	1	90 Days after issue of order	Procuring Entity
Scouring powder (vim) 750g	1	90 Days after issue of order	Procuring Entity
Scouring powder (vim) 25kg	1	90 Days after issue of order	Procuring Entity
Handy Andy type cleaner 5L	1	90 Days after issue of order	Procuring Entity
Handy Andy type cleaner 25L	1	90 Days after issue of order	Procuring Entity
Concentrated organic Dishwasher	1	90 Days after issue of order	Procuring Entity
Wet floor signs /caution signs	1	90 Days after issue of order	Procuring Entity
Steel Wool	1	90 Days after issue of order	Procuring Entity
Paper Towels	1	90 Days after issue of order	Procuring Entity
Pot Scourers	1	90 Days after issue of order	Procuring Entity
HARD SURFACE CLEANERS			
Oven cleaner 25L	1	90 Days after issue of order	Procuring Entity
Heavy duty oven cleaner 25L	1	90 Days after issue of order	Procuring Entity
General purpose cleaner 25L	1	90 Days after issue of order	Procuring Entity
Pot and pan decarbonizer 5L	1	90 Days after issue of order	Procuring Entity

SECTION 6: FRAMEWORK CONTRACT FORM

Speciality products - kitchen			
Lime scale remover 5L	1	90 Days after issue of order	Procuring Entity
Chlorinated stain remover 5kg	1	90 Days after issue of order	Procuring Entity
Chlorinated stain remover 25kg	1	90 Days after issue of order	Procuring Entity
Stain remover (cups & dishes)25L	1	90 Days after issue of order	Procuring Entity
LOT EIGHT			
Toilet Products			
Pine disinfectant 25L	1	90 Days after issue of order	Procuring Entity
Toilet bowl cleaner 5L	1	90 Days after issue of order	Procuring Entity
Toilet bowl cleaner 25L	1	90 Days after issue of order	Procuring Entity
Urinal cleaner 25L	1	90 Days after issue of order	Procuring Entity
Deo smarties 5kg	1	90 Days after issue of order	Procuring Entity
Deo blocks (pink) 5kg	1	90 Days after issue of order	Procuring Entity
Deo blocks (pink) 25kg	1	90 Days after issue of order	Procuring Entity
Deo blocks (pink)10kg	1	90 Days after issue of order	Procuring Entity
Deo blocks (blue) 5kg	1	90 Days after issue of order	Procuring Entity
Deo blocks (blue) 10kg	1	90 Days after issue of order	Procuring Entity
Deo blocks (mixed) 5kg	1	90 Days after issue of order	Procuring Entity
Drain cleaner powder 5kg	1	90 Days after issue of order	Procuring Entity
Drain cleaner powder 25kg	1	90 Days after issue of order	Procuring Entity
Drain cleaner (PVC pipes)5L	1	90 Days after issue of order	Procuring Entity
Air-freshener apple 10L	1	90 Days after issue of order	Procuring Entity
Air-freshener cherry 10L	1	90 Days after issue of order	Procuring Entity
Air-freshener lemon 10L	1	90 Days after issue of order	Procuring Entity
Air-freshener (lavender 10L	1	90 Days after issue of order	Procuring Entity
Air-freshener tin	1	90 Days after issue of order	Procuring Entity
Hand soap 25L/KG	1	90 Days after issue of order	Procuring Entity
Hand soap(Anticeptic)25L/kg	1	90 Days after issue of order	Procuring Entity

SECTION 6: FRAMEWORK CONTRACT FORM

Dettol liquid soap 5L	1	90 Days after issue of order	Procuring Entity
Dettol liquid soap 25L	1	90 Days after issue of order	Procuring Entity
Waterless hand sanitizer (organic) 5kg	1	90 Days after issue of order	Procuring Entity
Waterless hand sanitizer (organic) 25kg	1	90 Days after issue of order	Procuring Entity
LOT NINE			
Textile Hygiene Products (Laundry)			
QAC Liquid soap disinfectant 25L	1	90 Days after issue of order	Procuring Entity
Heavy duty laundry soap 25kg	1	90 Days after issue of order	Procuring Entity
Powdered laundry bleach 25kg	1	90 Days after issue of order	Procuring Entity
Automatic laundry machine detergent 25L	1	90 Days after issue of order	Procuring Entity
Lower foam laundry powder 5kg	1	90 Days after issue of order	Procuring Entity
Lower foam laundry powder 25kg	1	90 Days after issue of order	Procuring Entity
High foam laundry powder 5kg	1	90 Days after issue of order	Procuring Entity
High foam laundry powder 25kg	1	90 Days after issue of order	Procuring Entity
Super low foam laundry powder 5kg	1	90 Days after issue of order	Procuring Entity
Super low foam laundry powder 25kg	1	90 Days after issue of order	Procuring Entity
Laundry detergent	1	90 Days after issue of order	Procuring Entity
Fabric softener -(lavender) 5lt	1	90 Days after issue of order	Procuring Entity
Fabric softener -(lavender) 25lt	1	90 Days after issue of order	Procuring Entity
Fabric softener 25L	1	90 Days after issue of order	Procuring Entity
Starch 12.5KG	1	90 Days after issue of order	Procuring Entity
Starch 25kg	1	90 Days after issue of order	Procuring Entity
LOT TEN			
All Purpose chemicals, etc.			
Window cleaner 25L	1	90 Days after issue of order	Procuring Entity
Window squeegee	1	90 Days after issue of order	Procuring Entity
Window cleaning kit	1	90 Days after issue of order	Procuring Entity
Car shampoo 25L	1	90 Days after issue of order	Procuring Entity

SECTION 6: FRAMEWORK CONTRACT FORM

Non-Ammoniated stripper 5kg	1	90 Days after issue of order	Procuring Entity
Non-Ammoniated stripper 25kg	1	90 Days after issue of order	Procuring Entity
Anticeptic liquid 25L	1	90 Days after issue of order	Procuring Entity
Mortuary cleaner (floor scrubbing) 25L	1	90 Days after issue of order	Procuring Entity
Royal powdered soap 12.5kg	1	90 Days after issue of order	Procuring Entity
Royal powdered soap 10kg (parcel)	1	90 Days after issue of order	Procuring Entity
Doom per case 40 x 500g per case	1	90 Days after issue of order	Procuring Entity
Doom per case 30 x 350g per case	1	90 Days after issue of order	Procuring Entity
Dyroach 30 x 250g per case	1	90 Days after issue of order	Procuring Entity
Multi -purpose solvent cleaner -5kg	1	90 Days after issue of order	Procuring Entity
Multi -purpose solvent cleaner -25kg	1	90 Days after issue of order	Procuring Entity
Heavy duty high foaming all-purpose cleaner -5kg	1	90 Days after issue of order	Procuring Entity
Heavy duty high foaming all-purpose cleaner -25kg	1	90 Days after issue of order	Procuring Entity
Heavy duty alkaline - based floor cleaner - 5kg	1	90 Days after issue of order	Procuring Entity
Heavy duty alkaline - based floor cleaner -25kg	1	90 Days after issue of order	Procuring Entity
Heavy duty water -based solvent degreaser-5kg	1	90 Days after issue of order	Procuring Entity
Heavy duty water -based solvent degreaser-25kg	1	90 Days after issue of order	Procuring Entity
Drain Enzyme -5kg	1	90 Days after issue of order	Procuring Entity
Drain Enzyme -25kg	1	90 Days after issue of order	Procuring Entity
Black dip -econ -5kg	1	90 Days after issue of order	Procuring Entity
Black dip -econ -25kg	1	90 Days after issue of order	Procuring Entity
Furniture polish - (MR MIN) tins	1	90 Days after issue of order	Procuring Entity
Furniture polish - (Touch)-300g tin	1	90 Days after issue of order	Procuring Entity
Harpic 500ml each	1	90 Days after issue of order	Procuring Entity
Domestos 750ml each	1	90 Days after issue of order	Procuring Entity
Domestos per case of 6 x 750ml	1	90 Days after issue of order	Procuring Entity
Doom 350g each	1	90 Days after issue of order	Procuring Entity
Doom 500g each	1	90 Days after issue of order	Procuring Entity

SECTION 6: FRAMEWORK CONTRACT FORM

Dyroach 250g each	1	90 Days after issue of order	Procuring Entity
Dyroach 500g each	1	90 Days after issue of order	Procuring Entity
Engine cleaner 25L	1	90 Days after issue of order	Procuring Entity
Carpet shampoo 25L	1	90 Days after issue of order	Procuring Entity
Upholstery cleaner 25L	1	90 Days after issue of order	Procuring Entity
Shower soap 25kg	1	90 Days after issue of order	Procuring Entity
Blue soap (case of 24) per case	1	90 Days after issue of order	Procuring Entity
Lifebuoy soap (case 84 block x 125g per case	1	90 Days after issue of order	Procuring Entity
Lifebuoy soap (case 96 block x 125g per case	1	90 Days after issue of order	Procuring Entity
Sunlight soap (case of 144block 125g per case	1	90 Days after issue of order	Procuring Entity
Dust mop sweeper frame 60cm	1	90 Days after issue of order	Procuring Entity
Dust mop Sleeve 60cm	1	90 Days after issue of order	Procuring Entity
Dust mop sweeper-handle	1	90 Days after issue of order	Procuring Entity
Dust mop sweeper frame 100cm	1	90 Days after issue of order	Procuring Entity
Dust mop sweeper 100cm	1	90 Days after issue of order	Procuring Entity
Dust mop sweeper - handle	1	90 Days after issue of order	Procuring Entity
Lamb's Wool Applicator 30cm handle & frame	1	90 Days after issue of order	Procuring Entity
Lamb's Wool Applicator 40cm handle & frame	1	90 Days after issue of order	Procuring Entity
Polish Applicator Pad-30cm	1	90 Days after issue of order	Procuring Entity
Polish Applicator Pad-40cm	1	90 Days after issue of order	Procuring Entity
Floor pads Black/red /blue /white -400mm	1	90 Days after issue of order	Procuring Entity
Floor pads Black/red /blue /white -425mm	1	90 Days after issue of order	Procuring Entity
Floor pads Black/red /blue /white -500mm	1	90 Days after issue of order	Procuring Entity
Floor squeegee plastic	1	90 Days after issue of order	Procuring Entity
Doodle bug pad holder	1	90 Days after issue of order	Procuring Entity
Doodle bug pads	1	90 Days after issue of order	Procuring Entity
DFC-Detergent disinfectant floor cleaner -5kg	1	90 Days after issue of order	Procuring Entity
DFC-Detergent disinfectant floor cleaner -25kg	1	90 Days after issue of order	Procuring Entity

SECTION 6: FRAMEWORK CONTRACT FORM

Head cleaner with Grit - 5kg	1	90 Days after issue of order	Procuring Entity
Vice Versa winder cleaner	1	90 Days after issue of order	Procuring Entity
Telescopic Pole 2x 1.25m	1	90 Days after issue of order	Procuring Entity
Telescopic Pole 2x 1.2m	1	90 Days after issue of order	Procuring Entity
Aluminium Spring clip mop holder	1	90 Days after issue of order	Procuring Entity
LOT ELEVEN			
Long handled dustpan with broom	1	90 Days after issue of order	Procuring Entity
Carpet restores 25L	1	90 Days after issue of order	Procuring Entity
Martin cloth per roll	1	90 Days after issue of order	Procuring Entity
Long mops complete with handle	1	90 Days after issue of order	Procuring Entity
Mop Stick	1	90 Days after issue of order	Procuring Entity
Yellow dusters per doz	1	90 Days after issue of order	Procuring Entity
Orchard bath soap (case of 84 x125g)	1	90 Days after issue of order	Procuring Entity
Orchard bath soap (case of 96 x125g)	1	90 Days after issue of order	Procuring Entity
Feather dusters short handles /doz.	1	90 Days after issue of order	Procuring Entity
Feather dusters long handles /doz.	1	90 Days after issue of order	Procuring Entity
20lt galvanised bucket on wheels each	1	90 Days after issue of order	Procuring Entity
Gear press unit (squeezing cleaning machine complete per unit)	1	90 Days after issue of order	Procuring Entity
Gear press mop handle	1	90 Days after issue of order	Procuring Entity
Gear press mop head 500g	1	90 Days after issue of order	Procuring Entity
Gear press mop squeezer galvanised	1	90 Days after issue of order	Procuring Entity
Gear press bucket 30lt on wheels each	1	90 Days after issue of order	Procuring Entity
Gear press bucket 36lt on wheels each	1	90 Days after issue of order	Procuring Entity
Plastic Bucket with mop wringer on wheels complete 28 lt	1	90 Days after issue of order	Procuring Entity
Plastic Bucket with mop wringer on wheels complete 36 lt	1	90 Days after issue of order	Procuring Entity
Plastic Bucket 28 lt on wheels each	1	90 Days after issue of order	Procuring Entity
Plastic Bucket 36 lt on wheels each	1	90 Days after issue of order	Procuring Entity

SECTION 6: FRAMEWORK CONTRACT FORM

Plastic wringer each	1	90 Days after issue of order	Procuring Entity
Hair broom 300mm (12") each	1	90 Days after issue of order	Procuring Entity
Broom handles wooden each	1	90 Days after issue of order	Procuring Entity
Broom handles metal each	1	90 Days after issue of order	Procuring Entity
Floor polishing brushes each	1	90 Days after issue of order	Procuring Entity
Heavy duty floor polishing pads (red)	1	90 Days after issue of order	Procuring Entity
Heavy duty floor scribing pads (black)	1	90 Days after issue of order	Procuring Entity
Heavy duty floor polishing machine	1	90 Days after issue of order	Procuring Entity
She bin with Pedal	1	90 Days after issue of order	Procuring Entity
Toilet Roll holder	1	90 Days after issue of order	Procuring Entity
Hand dryer	1	90 Days after issue of order	Procuring Entity
Air Freshener Dispenser	1	90 Days after issue of order	Procuring Entity
She Packets (200)	1	90 Days after issue of order	Procuring Entity
Soap Dispenser	1	90 Days after issue of order	Procuring Entity
Seat Sanitiser Dispenser Foam 400ml	1	90 Days after issue of order	Procuring Entity
Premier toilet paper per bale of 48	1	90 Days after issue of order	Procuring Entity
Industrial toilet paper unwrapped colours white or pink each per bale of 48	1	90 Days after issue of order	Procuring Entity
Virgin toilet paper per bale of 48	1	90 Days after issue of order	Procuring Entity
Jumbo paper rolls each	1	90 Days after issue of order	Procuring Entity
Brass broom 375mm (15') each	1	90 Days after issue of order	Procuring Entity
Scrubbing brush steel hair with handle each	1	90 Days after issue of order	Procuring Entity
Toilet brushes for cleaning bowls each	1	90 Days after issue of order	Procuring Entity
Yellow dusters each	1	90 Days after issue of order	Procuring Entity
Feather dusters short each	1	90 Days after issue of order	Procuring Entity
Feather dusters long each	1	90 Days after issue of order	Procuring Entity
Gear press unit mop	1	90 Days after issue of order	Procuring Entity
Refuse bags	1	90 Days after issue of order	Procuring Entity

SECTION 6: FRAMEWORK CONTRACT FORM

Dish cloth	1	90 Days after issue of order	Procuring Entity
Swaps	1	90 Days after issue of order	Procuring Entity
Per of pro-grip hand gloves (high risk)	1	90 Days after issue of order	Procuring Entity
Vaseline blue seal 100ml (per 1/2 doz)	1	90 Days after issue of order	Procuring Entity
jik-750ml	1	90 Days after issue of order	Procuring Entity
jik-5lt	1	90 Days after issue of order	Procuring Entity
jik-25lt	1	90 Days after issue of order	Procuring Entity
Refuse dust bin 10lt	1	90 Days after issue of order	Procuring Entity
Refuse dust bin 15lt	1	90 Days after issue of order	Procuring Entity
Refuse dust bin 20lt	1	90 Days after issue of order	Procuring Entity
Big black rubberised outside dust bin	1	90 Days after issue of order	Procuring Entity

- Note: 1 Anticipated quantities represent the minimum quantities to be ordered and delivered over the period of two years by issue of a Call Off Order.
- 2 The required response period represents the period of delivery from issue of a Call Off Order.

Signed:	{signature of person whose name and capacity are shown below}
Name:	{insert complete name of person signing the application}
In the capacity of	{insert legal capacity of person signing the application}
Duly authorized to sign	for and on behalf of {insert complete name of Applicant/Joint Venture}
Date:	 day of, 20..... {insert date of signing}

CONTRACT FORM

THIS AGREEMENT made the ____ day of _____ 20____ between Central Government Stores 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.
 - (g) the Call Off Orders issued under the Contract
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. 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.
5. The quantities of Supplies specified in the Statement of Requirements are estimated quantities only and are not purchased by this contract. If the call-off orders under this contract do not result in total orders of the quantities described as estimates, that fact shall not constitute the basis for an equitable adjustment.
6. The Procuring Entity shall order from the Supplier all the Supplies specified in the contract that are required to be purchased by the Procuring Entity during the period stated below, unless any Supplies are urgently required in an emergency situation and the Supplier is unable to deliver such Supplies within the period required by the Procuring Entity.
7. The Procuring Entity guarantees to order at least the value of Supplies specified as the minimum value in the Statement of Requirements.
8. Any Supplies to be provided under this contract shall be ordered by the issue of call-off orders, which shall be issued by the Procuring Entity as Notices in accordance with General Conditions of Contract (GCC) Clause 8, using the format attached to this

SECTION 7: FRAMEWORK CONTRACT FORM

Agreement. The authorised signatory for call-off orders shall be the official named in Special Conditions of Contract (SCC) Clause 8.

9. Call-off orders may be issued at any time during a period of one year from the date of contract indicated above. Any call-off order issued, but not completed, during this period, shall be governed by the Contract in the same way as if it had been completed during that period.

10. Call-off orders are subject to the following limitations and exceptions:

- (a) where the value of a call-off order is less than 2½% of the contract price, the Supplier is not obliged to provide the Supplies, provided that the Supplier gives the Procuring Entity a notice, within three working days of the date of the call-off order, stating its intention not to provide the Supplies;
- (b) where the value of a call-off order, or the total value of all call-off orders within a period of one month, is more than 25% of the contract price, the Supplier shall not be bound by the response times specified in the Statement of Requirements, provided that the Supplier gives the Procuring Entity a notice, within three working days of the date of the call-off order, stating its inability to deliver the Supplies within the response time and specifying the delivery period which will apply.

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:	 <i>[signature of person whose name and capacity are shown below]</i>
Signatory Name:	 <i>[insert complete name of person signing the application]</i>
In the capacity as:	 <i>[insert legal capacity of person signing the application]</i>
For and on behalf of:	 <i>[Insert name of Procuring Entity]</i>
Witnessed by:	 <i>[signature of witness]</i>
Witness name:	 <i>[Insert name of witness]</i>

Signed:	 <i>{signature of person whose name and capacity are shown below}</i>
Signatory Name:	 <i>{insert complete name of signatory}</i>
In the capacity as:	 <i>{insert legal capacity of signatory}</i>
For and on behalf of the Supplier:	 <i>{Insert name of Supplier}</i>

SECTION 7: FRAMEWORK CONTRACT FORM

Witnessed by:	[signature of witness]
Witness name:	[Insert name of witness]

{Note: If the Tenderer consists of more than one Entity, all these Entities should appear as signatories, e.g. in the following manner}

For and on behalf of the Member:	{Insert name of Member}
Signed:	{signature of person whose name and capacity are shown below}
Signatory Name:	{insert complete name of signatory}
In the capacity as:	{insert legal capacity of signatory}
For and on behalf of the Member:	{Insert name of Member}
Signed:	{signature of person whose name and capacity are shown below}
Signatory Name:	{insert complete name of signatory}
In the capacity as:	{insert legal capacity of signatory}

Witness:	[signature of witness]
Witness name:	[Insert name of witness]

CALL OFF ORDER under a Framework Contract

Framework Contract Reference No:*[Insert Award reference]*

Call-Off Order Reference No:*[Insert Call Off Reference No]*

Procuring Entity:*[Insert name of Procuring Entity]*

Supplier:*[Insert name of Supplier]*

Date of Call-Off Order:*[Insert date of Call Off order]*

The Procuring Entity indicated above issues this call-off order under the framework contract referenced above.

This call-off order is subject to the terms and conditions of the framework contract referenced above. In the event of a conflict, between this call-off order and the contract, the contract shall prevail.

Please proceed with delivery of the Supplies detailed on the attached List of Supplies and Price Schedule, in accordance with the response times specified in the contract.

The total value of this call-off order is [insert total value of goods required in the Call Off Order].

Please confirm your receipt of this call-off order and that you are proceeding with delivery of the Supplies, in accordance with the terms and conditions of the contract.

Signed:	 <i>[signature of person whose name and capacity are shown below]</i>
Signatory Name:	 <i>[insert complete name of person signing the application]</i>
In the capacity as:	 <i>[insert legal capacity of person signing the application]</i>
For and on behalf of:	 <i>[Insert name of Procuring Entity]</i>

GENERAL CONDITIONS OF CONTRACT FOR THE SUPPLY AND DELIVERY OF GOODS

Table of Clauses

1. Definitions
2. Application
3. Standards
4. Use of Contract Documents and Information
5. Patent Rights
6. Performance Security
7. Inspection and Tests
8. Packing
9. Delivery and Documents
10. Insurance
11. Transportation
12. Incidental Services
13. Spare Parts
14. Warranty
15. Payment
16. Prices
17. Change Orders
18. Contract Amendments
19. Assignment
20. Subcontracts
21. Delays in the Supplier's Performance
22. Liquidated Damages
23. Termination for Default
24. Force Majeure
25. Termination for Insolvency
26. Termination for Convenience
27. Resolution of Disputes
28. Governing Language
29. Applicable Law
30. Notices
31. Taxes and Duties

**GENERAL CONDITIONS OF CONTRACTS
FOR THE SUPPLY OF GOODS**

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.
- (g) "The Procuring Entity" means the organization purchasing the Goods, as named in the Contract form.
- (h) "The Supplier" means the individual or firm supplying the Goods and Services under this Contract as named in the Contract Form.
- (i) "The Project Site", where applicable, means the place or places named in the Special Conditions of Contract.
- (j) "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.

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

GENERAL CONDITIONS OF CONTRACTS

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 and before the contract signing, 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 Invitation to Tender documents or another form acceptable to the Procuring Entity; or
- (b) 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 Performance Security reduced to 1% (one percent) to cover the period of warranty obligations.

6.5 The Performance Security 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.

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.

GENERAL CONDITIONS OF CONTRACTS

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

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

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, transport of the Goods and delivery into the custody of the carrier at the place named by the Procuring Entity or other agreed point shall be arranged and paid for by the 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 Swaziland, as shall be 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:

GENERAL CONDITIONS OF CONTRACTS

- (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 of time 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 of 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 sufficient 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 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 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.

GENERAL CONDITIONS OF CONTRACTS

14.4 Upon receipt of such notice, the Supplier shall, within the period specified in the Special Conditions of Contract (SCC) 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 (SCC), 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 (SCC).

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 General Conditions of Contract (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 forty five (45) 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 General Conditions of Contract (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.

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 General Conditions of Contract (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 into 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

GENERAL CONDITIONS OF CONTRACTS

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 General Conditions of Contract (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 General Conditions of Contract (GCC) Clause 22, unless an extension of time is agreed upon pursuant to General Conditions of Contract (GCC) Clause 21.2 without the application of liquidated damages.

22. LIQUIDATED DAMAGES

22.1 Subject to General Conditions of Contract (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 General Conditions of Contract (GCC) Clause 23.

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 of the Goods within the period(s) specified in the Contract, or within any extension thereof granted by the Procuring Entity pursuant to General Conditions of Contract (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 General Conditions of Contract (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 General Conditions of Contract (GCC) Clauses 21, 22 and 23, the Supplier shall not be liable for forfeiture of its performance security,

GENERAL CONDITIONS OF CONTRACTS

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, which 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 choose to:

- (a) Have any portion completed and delivered at the Contract terms and prices; and/or
- (b) 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.

GENERAL CONDITIONS OF CONTRACTS

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 (SCC). 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.

SPECIAL CONDITIONS OF CONTRACT

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

GCC Clause no	GCC subject	Special Condition(s)
1.1	Additional definitions	In addition to the definitions in GCC 1.1, the following words and expressions shall have the meanings hereby assigned to them: (k) "Framework Contract" means a contract arrangement for an estimated quantity or minimum value of Supplies at fixed rates, where actual quantities are purchased by means of call-off orders and payment is made for the actual quantities delivered. (l) "Call-Off Order" means an order issued by the Procuring and Disposing Entity for the purchase of specified quantities of the Supplies under a framework contract. (m) "Response Time" means the period for delivery of the Supplies, calculated from the date of a Call-Off Order.
1.1 (a)	Name and address of the Procuring Entity and the Supplier	<i>[To be completed after award]</i> <u>Procuring Entity:</u> Client: Address: Phone: Contact Person: <u>Supplier:</u> Address: Phone: Contact Person:
6	Performance Security:	This part is not applicable to Commonly Used Items

SECTION10: PERFORMANCE SECURITY FORM

GCC Clause no	GCC subject	Special Condition(s)
6.1	The amount of the Performance Security	<i>[For all contracts for goods, works and non-consulting services above E 200,000, except framework contracts, the Procuring Entity shall as part of the Award process request the supplier/service to provide a Performance Security before or at the contract signing.</i> <i>The Performance Security shall be between five and ten percentage of the contract value.</i> A Performance Security is required to the value of <i>[insert value required]</i>. The Performance Security shall be provided in the form stated in SCC 6.3 and shall be valid for the period of the Contract including any warranty obligations. <i>The Performance Security shall be reduced in value following completion of the Supplier's obligations under each call-off order, by an amount proportionate to the value of the contract price represented by the call-off order.</i> Once delivery has been completed the Supplier may apply to have the Performance Security reduced to 1% to cover the period of warranty obligations. <i>[If no Performance Security is required, insert the following text].</i> A Performance Bond is not required.
6.3	The format of the Performance Security	The Performance Security shall be provided in the form: • 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 Invitation to Tender documents or another form acceptable to the Procuring Entity; or • an Insurance Company Bond from a reputable Insurance company acceptable to the Procuring Entity. <i>[Insert any other form of acceptable Security and delete any above that are not acceptable]</i> The Performance Security shall be valid for the period of the Contract including any warranty obligations.
7. Inspections and Tests:		

SECTION10: PERFORMANCE SECURITY FORM

GCC Clause no	GCC subject	Special Condition(s)
7.1	Inspection(s) and test(s):	<i>Refer to Clause 7 (inspections & test) of the General Conditions of Contract.</i>
7.2	Place(s) of inspection and test(s)	<i>Refer to Clause 7 (inspections & test) of the General Conditions of Contract.</i>
8. Packing:		
8.2	Packing, Marking and Documentation	
9. Delivery and Documents:		
9.1	Delivery of the Goods:	Delivery of the Goods shall be made by the Supplier in accordance with the terms specified in the Call Off Orders issued by the Procuring Entity. The documents to be supplied upon delivery shall be: <i>[State here details of shipping and documents to be furnished by the supplier. Normally this is not relevant in case of a national supplier, but will be in the case of use of an international supplier, where INCOTERMS shall be used to describe the responsibilities for risk, insurance taking, the transport and duty arrangements and documents.]</i>
9.3	Documents to be delivered by the supplier:	<i>Invoice, Delivery Note, Signed & Stamped Banking Details (Company ID & Tin Number).</i>
10	Insurance	Goods must be fully insured. The Insurance shall be in an amount equal to 110 percent of the CIP value of the Goods from “warehouse” to “warehouse” on “All Risks” basis, including War Risks and Strikes.
11	Transportation	The delivery address and destination shall be provided on each Call Off Order issued by the Procuring Entity.
12	Incidental Services	
13	Spare Parts	

SECTION10: PERFORMANCE SECURITY FORM

GCC Clause no	GCC subject	Special Condition(s)
14	Warranty	
15. Payment:		
15.1	The method and conditions of payment:	Payments shall be made promptly by the Procuring Entity, but in no case later than Forty Five (45) days after submission of an invoice or claim by the Supplier accompanied by a letter of satisfactory inspection from an Official at the delivery point. Payment shall be calculated on the basis of the unit prices specified in the Price Schedule and the quantities specified in call-off orders.
17	Change Orders	The Delivery of the Supplies shall be in accordance with each call-off order.
21	Delays in the Supplier Performance	Delivery of the Goods and performance of Services shall be made by the Supplier in accordance within the response times/period prescribed in the Schedule of Requirements.
22	Liquidated Damages:	<i>[The following clause will cover most purposes.]</i> Liquidated damages will apply to any delayed portion of the contract and will be a deduction of payment equivalent to half of one percent (0.5%) of the value of the delayed portion per week of delay up to a maximum of 10% (Ten percent). The amount of liquidated damages shall be calculated as a percentage of the value of the call-off order and shall apply only to the call-off order under which the Provider has failed to deliver the Supplies within the response time detailed in the Schedule of Requirements. <i>[If delays are likely to originate due to the Procuring Entity or the end-user: consider using the words "Not Applicable" for this clause.]</i>
30. Notices:		
30.1	Procuring Entity's address for notice purposes:	P. O. Box 48 Mbabane 2404 2171 Info_stores@gov.sz

SECTION10: PERFORMANCE SECURITY FORM

GCC Clause no	GCC subject	Special Condition(s)
30.1	Supplier's address for notice purposes:	